

Request for Proposals for
Consulting Services on
Hydropower, Bioenergy, and
Climate Action Planning

RFP-20-403



Redwood Coast Energy Authority

www.RedwoodEnergy.org

July 2020

Responses to this RFP due by 10:00am PDT on
July 13, 2020 via email to

procurement@redwoodenergy.org

INTRODUCTION

The Redwood Coast Energy Authority is soliciting proposals from qualified consultants to provide assistance in implementing selected portions of RCEA's recently updated Strategic Plan.

Background

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority (JPA), a local government agency of the State of California. RCEA is governed by a nine-member Board of Directors comprised of representatives designated by the governing body of each of its member agencies who are appointed to serve for terms of one or more years.

RCEA's mission is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region. It offers a wide range of energy efficiency and renewable energy services to all customer sectors in Humboldt County. In 2017, RCEA became a community choice aggregator, serving around 93% of electricity customers within its jurisdiction. RCEA has an annual operating budget of approximately \$50 million.

In 2019 RCEA updated its RePower Humboldt strategic plan. The full plan is available at: <https://redwoodenergy.org/wp-content/uploads/2020/06/RePower-2019-Update-FINAL-.pdf>

During the 2020-2021 fiscal year, RCEA has prioritized the following strategies in the plan for implementation:

- Section 1.4 Planning, specifically:
 - 1.4.2 Support carbon sequestration
 - 1.4.3 Assist with climate action planning
- Section 4.1 Power resources, specifically:
 - 4.1.11 Bioenergy
 - 4.1.11.3 Investigate the impacts of biomass emissions
 - 4.1.11.4 Establish a biomass technical advisory committee
 - 4.1.11.6 Plan for a long term transition away from direct combustion of forest derived biomass and toward lower impact uses of this material
 - 4.1.13 Hydro
 - 4.1.13.1 Support existing and new local small scale hydroelectric power

RCEA seeks one or more consultants qualified to assist RCEA in implementing the above strategies. The proposed consulting effort will build on preliminary work currently being completed by a consultant under a short-term contract with RCEA. See the June 2020 RCEA Board of Directors meeting packet (item 6.1) for additional background information on the current consulting need:

<https://redwoodenergy.org/about/board-of-directors/>

SERVICES REQUIRED

Consultant(s) may submit proposals for one or more of the following categories of Tasks:

- Task 1: Hydropower Assessment: 65% of anticipated effort
- Task 2: Biomass Assessment: 20% of anticipated effort
- Task 3: County Climate Action Plan: 15% of anticipated effort

See Appendix A, Scope of Work, for Task details. Deliverables within the Scope of Work may be consolidated as components of a larger deliverable such as a project report, subject to RCEA staff approval.

A consultant can propose to provide services for one or more of the Task categories identified in this RFP. RCEA may at its discretion select a single consultant to perform work on all three topic areas, or multiple consultants to each work on separate topic areas.

Schedule

RCEA intends to have the consultant(s) under contract by July 31, 2020. The consultant(s) will be expected to complete the entire scope of work by June 30, 2021, with intermediate deliverable dates to be identified in the contract.

KEY DATES – Proposal Evaluation and Selection

Key dates for proposal evaluation and selection are as follows:

Distribution of RFP	July 2, 2020
Deadline for submission of questions	5:00 pm PDT, July 6, 2020
RCEA publishes responses to questions	July 8, 2020
Proposal submission due date	10:00 am PDT, July 13, 2020
Interviews, as needed	July 13-15, 2020
Recommendation presented to RCEA Board of Directors	July 23, 2020
Target contract(s) execution	July 31, 2020

Questions

Questions regarding this RFP should be emailed to procurement@redwoodenergy.org by the date in the above table. Please do not contact RCEA staff with any questions by other means.

Proposal Submission

Please submit proposals by **the date and time shown in the above table** electronically to procurement@redwoodenergy.org. Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

Proposal Review and Recommendation

Proposals will be reviewed by a review committee which, at its discretion, may request a meeting with one or more proposers. During the evaluation process, RCEA reserves the right, where it may serve the agency's best interest, to request additional information and clarification from proposers, or to allow the corrections of errors and omissions.

A recommendation on the selection of the proposal best meeting the requirements set forth in this RFP will be forwarded to the RCEA Board of Directors for final approval. The Board will make the final decision as to which consultant(s) RCEA will enter into contract negotiations with to perform the requested services. RCEA reserves the right to remove from consideration any or all proposals at its sole discretion.

We will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, we reserve the right to modify the proposal process and dates as deemed necessary and reserve the right to not award any contracts. RCEA assumes no obligation for any costs incurred by any proposer in preparing the response to this request, attending an interview, or any other activity prior to award of the contract(s) to the selected proposer(s).

TERMS AND CONDITIONS

Submission of a proposal indicates acceptance by the consultant(s) of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between RCEA and the selected consultant(s). The successful respondent, if any, will enter into an agreement for services based on RCEA's Standard Professional Services Agreement, attached hereto as Appendix B for information purposes only.

Term

The professional services contract will become effective upon the execution of the contract through June 30, 2021.

PROPOSAL REQUIREMENTS

Cover/Transmittal Page

- Proposing consultant(s) name, address, and phone, as well as the location of the office from which the work on this audit is to be performed.
- Name, title, and contact information of person(s) authorized to represent the proposer, authorized to answer questions and bind the consultant(s)
- Indication of whether proposing consultant is willing to be awarded a contract for fewer Tasks than proposed. This only applies to respondents who are submitting a proposal for more than one Task category.

Qualifications

- Provide a description of consultant qualifications and experience with respect to feasibility analysis of hydropower, assessment of existing bioenergy systems, and climate action planning.
- Provide a list of references for which the consultant has performed relevant work.
- Provide a description of the qualifications of all personnel who will be assigned to this project.

Costs and Fees

Please list the total all-inclusive cost to complete work specified in the Scope of Work section for each Task category using the Excel file provided. Please list fees for additional services and/or applicable billing rate for additional services requested.

Proposals shall contain provisions to the effect that in the event that extraordinary circumstances warrant more intensive and detailed services beyond those in the contractual agreement, the consultant shall provide in writing and in advance the reasons for the additional services together with an estimate of costs. All additional work as agreed in advance by RCEA shall be compensated for at the same rate quoted in the proposal.

SELECTION CRITERIA

Proposals will be considered responsive to this RFP if they provide all of the information requested above.

Responsive proposals will be further evaluated on the following criteria:

Criteria	Criteria Weight
Responsiveness of the proposal to this RFP in its entirety	Pass/Fail
Prior experience in providing consulting services in one or more of the three subject areas	20%
Qualifications of the consultant and assigned staff, as well as the quality of management support	20%
Project approach: whether the proposed workplan is acceptable and presents a thorough understanding of the scope of work; the adequacy of the proposed staffing and techniques; and commitment to the timeline	20%
Cost and fees	40%

APPENDIX A: Scope of Work

CONSULTANT agrees to perform the following tasks for RCEA:

Task 1: Hydropower Assessment: 65% of anticipated effort

1. Assemble core and advisory teams
2. Prepare and present case and draft plan to RCEA Board and staff
3. Develop template for analysis
 - a. Fully clarify goals and objectives with RCEA staff
 - b. Establish the scope and scales of analysis
 - c. Establish time-scale for assessment
4. Perform public-private land choices assessment and secure cooperation from key landowners
5. Develop GIS platform, data organization, and begin to populate
6. Determine what policies, laws, regulations, and guidance from regional assessments are relevant
7. Design and implement a knowledge management system for small hydropower
8. Evaluate current hydrologic modeling systems
9. Develop initial geotechnical screens and assessment
10. Develop initial stream, riparian, fish, and herpetology surveys as needed
11. Determine identities of private landowners for sites of interest and establish contact to determine their interest in project development
12. Make initial field visits to candidate streams
13. Determine RCEA's needs for engineering in-house or consulting expertise in small hydro for technology transfer
14. Establish contacts at relevant regulatory agencies
15. Identify preferred streams for priority development

Task 1 Deliverables:

1. Full agreed-to plan for analysis
2. Plans for communications with stakeholders and general public
3. Curated reference and tools collection
4. Populated GIS tools
5. Presentation materials for US Forest Service leaders and specialists
6. Design criteria and basic algorithm and decision framework for watershed selection
7. Initial priority screen for selections and eliminations
8. Set of hydrology tools for broad use for small, ungaged streams
9. Initial power capacity estimates
10. Initial cost estimates
11. Final report recommending priority sites for development and action plan with next steps

Task 2: Biomass Assessment: 20% of anticipated effort

Subtask 2a: Establish and coordinate Technical Advisory Committee: 5% of anticipated effort

1. Help RCEA to establish a Biomass Technical Advisory Committee (TAC)
2. Assist in selection and invitation of key experts to participate in the Biomass TAC
3. Conduct quarterly meetings to update and solicit input from Biomass TAC on biomass issues, research, and other relevant information
4. Coordinate information sharing among the Biomass TAC, RCEA staff, and the RCEA Board

Subtask 2a Deliverables:

1. Reports to RCEA Board on Biomass TAC deliberations and recommendations

Subtask 2b: Biomass: Emissions assessment: 1% of anticipated effort

1. Coordinate with North Coast Unified Air Quality Management District and the management of Humboldt County's operating biomass plants to conduct an accurate emissions evaluation
2. Coordinate with HSU and SERC on incorporating air pollution emissions assessment as part of HSU's ongoing Life-Cycle Assessment Project

Subtask 2b Deliverables:

1. Emissions evaluation

Subtask 2c: Air pollution from biomass power generation: exposure modeling, consultations on reduction technology: 2% of anticipated effort

1. Coordinate with HSU and SERC on incorporating air pollution exposure assessment as part of HSU's ongoing Life Cycle Assessment Project. Advise on the effective use of air quality modeling systems
2. With partners, ensure that credible exposure modeling is done and shared widely
3. Inform RCEA's Biomass TAC on the results of exposure modeling
4. Make recommendations to RCEA about biomass emissions and options for reduction

Subtask 2c Deliverables:

1. Exposure modeling report

Subtask 2d: Biomass alternative waste utilization: 2% of anticipated effort

1. Work with Biomass TAC to share resources, ideas, and discuss alternative biomass utilization
2. Evaluate the feasibility, timing, and economics of using local mill wastes to produce biochar
3. Investigate grant opportunities for forest-related carbon sequestration
4. Pursue grant funding for large-scale pilot project to produce biochar from local mill wastes and evaluate its market potential and effects on soil fertility

Subtask 2d Deliverables:

1. Biochar evaluation
2. Grant opportunities report

3. Grant proposal or application

Subtask 2e: Biomass and Forest management: 5% of anticipated effort

1. Evaluate the effect of local energy generation from biomass on forest ecology and sustainability
2. Monitor fuel materials use in local biomass plants
3. Consult with all planned and emerging biomass facilities as to their effect on forest ecology and sustainability

Subtask 2e Deliverables:

1. Report on effects of biomass utilization on forest ecology and sustainability
2. Report on fuel materials use in biomass plants

Subtask 2f: Biomass Knowledge management system: 5% of anticipated effort

1. Build and maintain a knowledge management archive for RCEA on the topic of biomass electricity generation
2. Discover relevant research and technology materials on biomass and curate them for topic, relevance, currency, and veracity
3. Evaluate platform options and implement the most efficient and secure long-term systems to hold the archives

Subtask 2f Deliverables:

1. Established knowledge management archive

Task 3: County Climate Action Plan: 15% of anticipated effort

1. Advise county personnel on climate science and forest management
2. Review North Coast Resource Partnership Carbon Stocks Report and Database. Review the “Carbon Inventory Estimates for the North Coast Research Partnership” report and the database provided by John Nickerson and provide a recommendation to County and RCEA on whether or not Humboldt County-specific data from report should be included in Climate Action Plan (CAP)
3. Prepare summary of carbon stocks in Humboldt County by landcover type for baseline year, in data table format
4. Contribute to writing and editing the County of Humboldt Climate Action Plan on behalf of RCEA
5. Write a superset of actions to be considered for the mitigation and adaptation to climate warming in Humboldt County’s forested landscapes
6. Create a logical and understandable system for evaluation and screening of all potential adaptation and mitigation measures. Determine best measures for different owners, including specific measures for McKay Community Forest
7. Assist in the production of a public meeting and experts panel on climate change and forest management
8. Prepare and deliver overview presentations on carbon sequestration in forest lands
9. Facilitate public meetings

Task 3 Deliverables:

1. Finished material for inclusion in County of Humboldt Climate Action Plan

APPENDIX B: Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND

This Agreement is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority, and _____, (“CONSULTANT”), a _____, RCEA and CONSULTANT are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective _____.

RECITALS

WHEREAS, -----;

WHEREAS, CONSULTANT has the demonstrated qualifications, skills and training necessary to perform the services needed by RCEA, and RCEA desires to retain CONSULTANT to complete the said services based on the terms and conditions below.

NOW, THEREFORE, based on the conditions recited herein and made a material part hereof, the Parties agree as follows:

1. Scope of Services.

1.1 Services Defined. CONSULTANT agrees to perform the services as set out in Exhibit A, “Scope of Work” attached hereto and incorporated by reference (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 - 26 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -26 shall control over those in Exhibit A.

1.2 Special Conditions. Consultant shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions _____ No Special Conditions

1.3 Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing Services excepting those items specifically identified in Exhibit A.

2. Term. Services by Consultant shall commence upon full execution of this Agreement by both parties. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

3. Compensation. CONSULTANT shall be paid for Services on a time and materials basis, based

on the rate and budget attached hereto and incorporated herein as Exhibit B, "Compensation" for a maximum amount not to exceed _____ Dollars (\$_____).

4. **Payment.** CONSULTANT shall submit invoices no more frequently than monthly and the final bill upon completion of Services. Invoices shall contain a time summary of work performed by each person for whom charges are billed. Invoices shall be sent to RCEA, 633 3rd Street, Eureka, CA 95501, Attention: Accounting, or emailed to accounting@redwoodenergy.org. If RCEA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. RCEA may withhold all or any portion of the funds provided for by this Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof. RCEA shall make payment to CONSULTANT within thirty (30) working days after approval of the invoice.
5. **Standard of Care.** The standard of care for all professional Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
6. **Hold Harmless and Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify RCEA, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, not to exceed CONSULTANT'S proportionate percentage of fault.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless RCEA and its board, committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-contractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

7. **Insurance.** CONSULTANT agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement and all additional terms set forth in Exhibit D "Special Insurance Conditions," if any are so required [*check applicable box, below*]. Failure to maintain the required insurance shall be grounds for termination of this Agreement.

- 7.1 All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the CONSULTANT'S insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, CONSULTANT shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event CONSULTANT subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- 7.2 Workers' Compensation and Employers' Liability Insurance: CONSULTANT shall provide Workers' Compensation and Employers' Liability insurance for CONSULTANT's employees and agents to the extent required by law.
- 7.3 Commercial General Liability: CONSULTANT shall maintain \$1 million minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
- 7.4 Business Auto: If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.
- 7.5 Professional or Errors and Omissions Insurance. CONSULTANT shall maintain such Professional or Errors and Omissions Insurance as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by CONSULTANT or by anyone employed by CONSULTANT to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
- 7.6 Insurance Reductions, Waivers. RCEA may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for RCEA, and the financial capability of CONSULTANT to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.
8. **Independent Consultant Status**. CONSULTANT shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents,

employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between RCEA and CONSULTANT.

9. **Assignment.** Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that CONSULTANT may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
10. **Subcontracting.** The CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any sub-contract work identified herein. If CONSULTANT shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such sub-contractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.
11. **Books of Record and Audit Provisions.** The CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition, the CONSULTANT shall maintain detailed payroll records. These documents and records shall be retained for at least five years from the completion of this Agreement. The CONSULTANT will permit RCEA to audit all books, accounts or records relating to this Agreement.
12. **Document Submission and Title to Documents.** CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and intellectual property produced in the performance of this Agreement is considered work made for hire and shall be the property of RCEA upon delivery. RCEA may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
13. **Confidentiality.** CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.
14. **Nondiscriminatory Employment.** CONSULTANT shall not discriminate against any employee or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
15. **Entirety of Contract.** This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.
16. **Amendment.** No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
17. **Suspension, Termination**

17.1 **Suspension.** At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional Services under this Agreement until RCEA has provided written notice to CONSULTANT to re-commence Services.

17.2 **Termination.** This Agreement may be canceled at any time by RCEA at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after such date. CONSULTANT will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the date to cease work.

18. **Designation of Representative.** CONSULTANT and RCEA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either Party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other Party.

19. **Notices**

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

Notices shall be given to RCEA at the following address:

Lori Biondini, Director of Business Development and Planning
Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

20. **Compliance with Applicable Laws.** The CONSULTANT shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.

21. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

22. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

23. **Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any

court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

- 24. **Waiver.** The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
- 25. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
- 26. **Counterpart Signatures.** This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date and year first hereinabove written.

RCEA:

CONSULTANT:

Matthew Marshall, Executive Director
Redwood Coast Energy Authority
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: COMPENSATION

EXHIBIT C: SPECIAL CONDITIONS

CONSULTANT will coordinate with RCEA staff to complete all necessary training and agreement requirements prior to gaining access to RCEA facilities, equipment, and sensitive data needed to perform these services.

EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS

[attach if applicable]