

Request for Proposal (RFP) for Regulatory and Legal Services for the Northern California Rural Regional Energy Network

RFP-24-602



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Date Issued: October 21, 2024

Responses to this RFP due by 5:00pm PST on
November 4, 2024 via email to
procurement@redwoodenergy.org

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SECTION I – PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority is soliciting proposals from qualified firms to provide regulatory and legal support services associated with operating a Regional Energy Network (REN). RENs are authorized by the California Public Utilities Commission to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs independent from the IOUs.

Background

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority, a local government agency of the State of California. RCEA is governed by an eleven-member Board of Directors comprised of representatives from each of its member agencies, including the Blue Lake Rancheria, County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, the Humboldt Municipal Water District, and the Yurok Tribe.

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. In 2017, RCEA became a community choice aggregator (CCA) and currently serves 93% of eligible electricity customers within its jurisdiction. RCEA has also administered and implemented many energy efficiency (EE) programs including as an Elect-to-Administer Program Administrator for California Public Utilities Commission (CPUC) ratepayers from 2020 to 2023 and through a Local Government Partnership (LGP) with PG&E.

Most recently, the Northern California Rural Regional Energy Network (“RuralREN North”) was approved through the CPUC Decision D.24-09-031 effective on September 26, 2024. The RuralREN North programs will be implemented by RCEA along with three other partners, the Lake Area Planning Council (Lake APC), The Mendocino Council of Governments (MCOG), and the Sierra Business Council (SBC) in 17 counties. RCEA is designated as the Lead Administrator.

RCEA is seeking a qualified entity to provide regulatory and legal services in support of RCEA’s Lead Administrator duties for the RuralREN North.

SECTION II – SCOPE OF SERVICES

The selected Proposal shall provide as-needed regulatory and legal services, as expressly authorized by RCEA (Client) or its authorized representative. The range of services may include the following:

Regulatory and Legal Services

1. Represent RCEA as the Lead Administrator of the RuralREN North on matters before the CPUC.
2. Regulatory and legislative activities:
 - a. Track, review, analyze and provide guidance related to decisions resolutions, rules, and regulatory proceedings affecting the RuralREN North.
 - b. Watch for new proceedings in which RuralREN North may wish to participate.
 - c. Monitor and advise on specific matters of importance including but not limited to:

CPUC Proceedings: CPUC monitoring is of primary importance.

- R.13-11-005 Order Instituting Rulemaking Concerning Energy Efficiency Rolling Portfolios, Policies, Programs, Evaluation, and Related Issues.
- R.19-01-011 Order Instituting Rulemaking Regarding Building Decarbonization.
- R.20-08-022 Order Instituting Rulemaking to Investigate and Design Clean Energy Financing Options for Electricity and Natural Gas Customers.
- R.21-06-017 Order Instituting Rulemaking to Modernize the Electric Grid for a High Distributed Energy Resources Future.
- R.22-11-013 Order Instituting Rulemaking to Consider Distributed Energy Resource Program Cost-Effectiveness Issues, Data Access and Use, and Equipment Performance Standards.
- P.24-03-013 Petition of the Public Advocates Office to Adopt, Amend, or Repeal a Regulation Pursuant to Pub. Util. Code Section 1708.5.
- R.24-05-023 Order Instituting Rulemaking to Update Rules for the Safety, Reliability, and Resiliency of Electrical Distribution Systems.

State Government

- Keep abreast of legislation, budgets, Governor’s Office activities, etc. that could impact EE/RENS.

CARB

- Indoor NO2 Guidelines Update.
- Zero-Emission Space and Water Heater Standards.

CEC

- Recommend light monitoring of Building Standards, Integrated Energy Policy Report process, etc. relevant to EE/RENS.

3. Facilitate engagement with regulators and proceedings.
 - a. The services above may pertain to responses to data requests, applications, motions (including motions for party status), petitions, opening comments, reply comments, responses, opening testimony, rebuttal testimony, certificates of services, etc.

- b. Coordination with other RuralREN North Governing Partners and their representatives, implementing parties, regulatory consultants, etc. on content development for filings.
 - c. Service filings and notices to service lists as needed, and/or prepare language for RuralREN North staff to do so.
 - d. Review, file, and serve RuralREN North's Tier 3 AL update the Business and Portfolio Plan due on December 31, 2024.
 - e. Facilitate conversations with regulators and staff, e.g., Energy Division staff, ex parte meetings with Commissioners, conversations with state legislators, etc.
 - f. Attend and/or prepare RuralREN North staff to attend prehearing conferences, workshops, and similar meetings where appropriate.
4. Foster collaborative relationships in the EE regulatory space.
- a. Maintain good relationships with other PAs using a collaborative approach.
 - b. Reach out to other portfolio administrators' (PAs') counsel if needed.
 - c. Coordination with existing RENs to advocate for outcomes favorable to maintaining the REN framework and autonomy.
 - d. Participate in and/or lead joint filings with other RENs where appropriate.
5. Contract support:
- a. Review RuralREN North implementation agreements, fiscal agreements, and other contracts as needed.

The term for these administrative support services will commence on the agreement effective date through December 31, 2027.

SECTION III – Proposal Evaluation and Selection

Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Distribution of RFP	October 21, 2024
Deadline for questions	5:00pm, PST October 25, 2024
Responses to Written Questions Regarding RFP	5:00pm, PST October 28, 2024
Proposal Due Date	5:00pm, PST November 4, 2024
Firm Interviews, as needed	November 5-6, 2024
Firm Selection	November 12, 2024
Contract Award at RCEA Board Meeting	November 20, 2024
Work Start Date	December 1, 2024

Questions

Questions regarding this RFP should be emailed to Patricia Terry, RuralREN North Portfolio Manager, at procurement@redwoodenergy.org by the date and time listed in the table above.

Proposal Submission

Please submit proposals by **5:00pm PST, November 4, 2024** electronically to procurement@redwoodenergy.org. Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

Evaluation And Selection Process

Proposals will be reviewed by a committee of RuralREN North staff 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. Staff will recommend entering into contract with the proposer(s) best meeting the requirements set forth in this RFP. The RCEA Board of Directors shall make the final selection decision and approve any resulting contract(s). 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 a contract. 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).

Selection Criteria

The committee will review, evaluate and rank each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP will be cause for eliminating the

Proposer from further consideration. The RCEA governing Board of Directors will award the contract based on the final rankings of the selection committee.

Proposals will be considered responsive to this RFP if they meet all the following mandatory elements:

- The firm is independent, insured and licensed to practice in California.
- The firm has no conflict of interest with any other work to be performed for RCEA.
- The form provided all of the information detailed in the Proposal Requirements section above.
- The firm has provided references.

Responsive proposals will be further evaluated on the following criteria:

The committee may interview any or all Proposers. The evaluation criteria and weighting are as follows:

Evaluation Criteria	Weight of Score
Prior experience with providing regulatory and legal services to RENS and/or government agencies comparable to RCEA.	30%
Qualifications of the firm and assigned staff.	20%
Experience representing clients before the CPUC.	20%
Cost and fees.	30%

SECTION IV – PROPOSAL CONTENT REQUIREMENTS

At a minimum, the information described below must be included in the Proposal

A. Executive Summary

- General introduction to the firm and highlight of the team and approach.
- A detailed description of the services to be provided based on the firm’s understanding of the scope of services.
- Signed by company officer with authority to bind firm to contracts of the anticipated magnitude for the proposed work.

B. Company Information

- Firm’s Business Information: Firm name, address, and phone, location of the office from which the services are to be performed.
- Name(s) of person(s) authorized to represent the firm, authorized to answer questions and bind the firm, including the person(s) title and contact information.
- A list of any professional relationships involving any other CPUC energy efficiency Portfolio Administrators and CPUC Energy Efficiency program implementers for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work.

- A statement acknowledging that the firm shall give RCEA written notice of any professional relationships entered into during this period of agreement that pose a potential conflict with the work RCEA is doing.

C. Statement of Qualifications

Qualifications and Experience (Firm and Personnel)

- A description of the firm’s expertise related to services requested and a full discussion of the company’s recent experience directly related to CPUC funded energy efficiency programs and/or portfolios, program and/or portfolio administration, regulatory compliance, and reporting.
- Resumes of key team members who will perform this work that describe experience and qualifications, educational background, and skills.
- An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in California.

D. References

- Three (3) former clients (REN or local government clients preferred) for whom comparable services have been performed within the last five (5) years, with a description of the project(s), completion date(s), and approximate cost. Include the name, mailing address, telephone number, and email address of each referenced client’s principal representative.

E. Project Fee Proposal

- A fee schedule of hourly billable rates to perform the Scope of Services and percentage markup of reimbursable expenses. Include any anticipated fee escalations in the years 2025-2027.

Proposed rates shall be effective for the term of the contract.

F. Other Requirements

Proposal Term. RCEA reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

Standard Agreement. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal and will be considered as part of the selection/negotiation process.

Requests for Information/Clarification. Any questions as to the meaning of the Scope of Work or other pre-proposal documents must be directed to the RuralREN North Portfolio Manager, Patricia Terry, and submitted electronically to procurement@redwoodenergy.org with “RFP-24-602” in the subject line. Any and all such interpretations and any supplemental instructions will be detailed in an addendum and made publicly available no later than that date set forth in Table 1. Project Specific Dates. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

Rights Reserved. RCEA reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality, inconsistency or discrepancy from the RFP requirements in a proposal, which RCEA deems is minor and immaterial. Further, RCEA reserves the right to accept any

proposal presented which it deems best suited to the interest of RCEA and is not bound to accept the lowest price.

Costs and Ownership. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted shall become the property of RCEA.

Confidentiality. All proposals will be held in confidence until a contract with the successful proposer is executed or this RFP solicitation process is terminated by RCEA, whichever comes first. Thereafter, public disclosure of proposals is subject to the California Public Records Act ("PRA," Government Code §§ 7920.000). If a proposer believes any portion of their proposal is proprietary, they shall clearly mark each such page as confidential. RCEA will evaluate each claim that marked material is confidential under the PRA and make a determination in its sole discretion whether the material may be publicly disclosed.

Supplier Clearinghouse and Labor Practices. Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or periodically at later dates as specified by RCEA. Proposers that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

Discrepancies and Misunderstandings. Firms must satisfy themselves by reasonable examination of the specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No firm will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of RCEA will be clarified by RCEA in writing prior to the submission of proposals.

Proposer Licensing Requirements. All Proposers and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.

Non-Collusion. In submitting a response to this RFP, the Proposer declares that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of RCEA is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

EXHIBIT A - STANDARD 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, through an open and competitive process, RCEA solicited professional services proposals to assist with administrative support for the Rural Regional Energy Network North;

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. **Contract Documents.** Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

- 1.1 Agreement and all attachments;
- 1.2 RCEA’s Request for Proposals (RFP);
- 1.3 CONSULTANT’s proposal submitted in response to RFP.

For avoidance of doubt, the order of priority for interpreting conflicting provisions among these documents is in the order stated above, with Section 1.1, this Agreement and all attachments, taking the highest order of priority.

2. **Scope of Services.**

2.1 **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.

2.2 **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

2.3 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.

3. **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.

4. **Compensation, Billing and Payment.**

4.1 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 (\$_____).

4.2 Billing. 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 ap@redwoodenergy.org.

4.3 Payment. 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. **Conflicts of Interest.** CONSULTANT hereby warrants and represents the following:

6.1 CONSULTANT does not and will not participate in the making of RCEA or decisions;

6.2 For purposes of this Agreement, CONSULTANT is not covered by and is not subject to the California Political Reform Act ("PRA," Government Code §§81000 - 91014); provided however, if this status changes, CONSULTANT shall immediately notify RCEA, disclose the conflict of interest, and disqualify itself from the making or participating in the making of the

decision for which the conflict has arisen;

6.3 CONSULTANT does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;

6.4 In providing services to RCEA, CONSULTANT has not engaged in any unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration to any RCEA employees, Board members, agents, or contractors; and

6.5 CONSULTANT does not have a separate financial relationship with any RCEA employees that would qualify as a conflict of interest under the PRA.

6.6 CONSULTANT agrees to comply with RCEA's conflict of interest policy.

7. **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.

_____ Special Insurance Conditions

_____ No Special Insurance Conditions

- 7.1 All insurance carriers shall have 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. **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 subcontractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.
12. **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.
13. **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.
14. **Confidentiality.** CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.
15. **Nondiscriminatory Employment.** During the performance of this contract, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title

2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. 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.

17. 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.

18. Suspension, Termination

18.1 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.

18.2 Termination. This Agreement may be terminated for any reason set forth below:

- (a) *With Cause.* RCEA may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to CONSULTANT. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The term "for cause" includes but is not limited to the following:
 - (i) Partial or complete loss of RuralREN North Funds;
 - (ii) CONSULTANT's persistent failure to perform Services in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by RCEA);
 - (iii) CONSULTANT's disregard of applicable laws and regulations;
 - (iv) CONSULTANT's repeated disregard of the authority or orders of the RCEA;
 - (v) CONSULTANT's repeated or persistent default of any of the provisions of the Contract Documents;
 - (vi) CONSULTANT's material breach of any provision of the Contract Documents;

When RCEA terminates CONSULTANT's Services under this Section, CONSULTANT shall be entitled to receive payment only for such Services accepted by RCEA prior to the date of termination. The termination of CONSULTANT's services under this paragraph will not affect any rights or remedies RCEA may have against CONSULTANT existing at the time of termination or which may later accrue. Any release of retention or payment by RCEA will not release CONSULTANT from liability.

- (b) *Without Cause.* RCEA may cancel this Agreement at any time and in RCEA's discretion upon giving thirty days advance written notice to CONSULTANT. CONSULTANT shall be entitled to receive payment for acceptable Services performed prior to the termination date. CONSULTANT shall be entitled to no further compensation for SERVICES performed after such date.
- (c) *Product and Document Delivery.* Upon termination of the Agreement for any reason, 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 termination date.

19. 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.

20. 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 Planning and Finance
 Redwood Coast Energy Authority
 633 3rd Street
 Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

21. **Compliance with Applicable Laws.** The CONSULTANT shall perform the services required by this Agreement in compliance with any and all applicable federal, state and local laws affecting the Services covered by this Agreement, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.

27. **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:

 Eileen Verbeck, Interim Executive Director
 Redwood Coast Energy Authority

 Name:
 Title:

Date: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: COMPENSATION

EXHIBIT C: SPECIAL CONDITIONS

[attach if applicable]

EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS

[attach if applicable]