



**REQUEST FOR PROPOSALS**

**FOR**

**COMMUNITY ENERGY RESILIENCE ANALYSIS,  
PLANNING and SUPPORT**

**RFP Release Date: July 23rd, 2020**  
**RFP Submittal Deadline: August 24th, 2020 at 12:00 pm**  
**Pacific Time**

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## 2 Silicon Valley Clean Energy Overview

Silicon Valley Clean Energy (SVCE), a community choice energy agency, is redefining the local electricity market and providing our residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following thirteen communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and Unincorporated Santa Clara County. 97% of electricity customers in SVCE’s service area receive their electricity from SVCE. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

## 3 RFP Overview

Silicon Valley Clean Energy’s Community Energy Resilience program will provide planning, analysis, and capital project funding support to increase our region’s resilience to power outages. The program will run through 2022 and is divided into two components: 1) Planning and Analysis and 2) Capital Project Grants. The program is described in detail in the Section 12, Scope of Work. A process flowchart in Appendix A. provides an overview of how the program components work together.

With this request for proposals (RFP), SVCE requests information about the experience and qualifications of your organization (Consultant) relating to *Community Energy Analysis Planning and Support* as described in this RFP’s scope of work.

This RFP:

- Describes the scope of services sought by SVCE
- Outlines key dates and the proposed timeline
- Provides an opportunity for Consultants to describe their relevant qualifications and assets, and to explain how they could contribute to the program
- Provides an opportunity for Consultants to identify any key topics or programmatic areas not identified in the RFP that would add substantial value to SVCE’s scope of work

## 4 RFP Tentative Timeline

This tentative schedule is provided for the convenience of consultants but may be subject to change at any time by SVCE. Any such changes will be stated in an addendum to this RFP.

Date	Event
July 23, 2020	RFP issued
July 30, 2020 11:15am-12:15pm	Pre-proposal teleconference
August 6, 2020, 5:00pm PT	Deadline for questions, clarifications (see below)
August 10, 2020	Question responses posted online

August 24, 2020, 12:00pm PT	Deadline for Consultants to submit proposals
August 31, 2020	Top Consultants notified of interview times, if applicable
September 10 2020	Possible interviews of top Consultants
September 14, 2020	Anticipated date SVCE will notify awardee
October 14, 2020	Anticipated date contract finalized (to be sent to Board for approval)
October 15, 2020	Work commences

**Notes:**

- Questions: Consultants may submit questions concerning the RFP at ***communityresiliencerfp@svcleanenergy.org***. All questions and answers will be shared with all Consultants and will be posted on SVCE’s website in the same location as the RFP. Questions must be emailed and received by SVCE no later than 5:00 pm PT on \_\_\_\_\_, 2020. SVCE shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by SVCE or its representatives.

## 5 Proposal Submittal

Proposals must be received on or before the above deadline and submitted by email to ***communityresiliencerfp@svcleanenergy.org*** with the subject "Proposal - <Organization> - Community Energy Resilience, Analysis, Planning and Support".

### **Only electronic submittals will be accepted.**

Proposals must include the following sections (to be submitted in this order only):

1. Proposal summary (2 pg. max)

Discuss the highlights, key features and distinguishing points of the proposal. Include a list of individuals and contacts for this proposal and how to communicate with them.
2. Organization description and qualifications (6 pg. max)

Describe the Consultant's general size, resources and organizational structure with respect to the scope of work. Include general information on the Consultant's financial stability, capacity and resources. List key staff that will work on this project and highlight their credentials. Provide an overview of the Consultant's qualifications and previous experience on at least three similar or related projects (provide descriptions, costs, timeline and reference contact information). Complete this information for all Consultants (and subconsultants, if applicable) that are included in the proposal.
3. Proposed work plan based on the provided scope of work (see Section 12 of this RFP) (10 pg. max)

Present a well-conceived work plan to address all aspects of the proposed scope of work. Include a full description of each task. Show how the work plan would meet SVCE's objectives and schedule. Suggest any innovations, additions or modifications to the scope of work that SVCE prepared - include in this section any key elements that the Consultant feels would add additional value to scope of work initially developed by SVCE.
4. Schedule (table or chart, 1 pg. max)

Illustrate how the work plan would proceed and what the key milestones or benchmarks would be, along with required levels of SVCE staff and stakeholder engagement.
5. Cost proposal (2 pg. max, include rate schedule)

Include direct labor rates and estimated hours for named project resources, with subconsultant rates if applicable. Estimate other direct costs and reimbursable expenses, if any, and associated mark-up percentages, if any. Include a breakdown of costs by task for all tasks within the scope and any innovative components added to the work plan by the Consultant.
6. Confirmation of acceptance of contract terms or explanation of proposed contract modifications (see Section 7 of this RFP)

List all exceptions or requested changes that Consultant has to SVCE's standard contract. Items not excepted will not be open to later negotiation.
7. Inclusion of non-participating agencies (see Section 8 of this RFP)

Indicate Consultant's willingness to extend the terms of resulting contracts to other similar entities.

## 6 Review and Selection Process

In addition to the aforementioned minimum proposal requirements, all of which are mandatory, proposals will be evaluated based on the following non-exclusive list of criteria:

- Qualifications and experience of the Consultant providing similar services, including the capability and experience of key personnel as well as experience with other public and/or private agencies in similar capacities
- History of successfully performing services for public and/or private agencies and other community choice energy agencies
- Financial viability of the respondent
- Cost to SVCE for the services identified in this RFP
- Proposed approach, including a clearly demonstrated understanding of the intended scope of services to be provided
- Ability to meet any required timelines or other requirements
- Existence of and circumstances surrounding any claims or violations of law or governmental regulations against the Consultant, its representatives and/or partners
- Pertinent references
- Acceptance of SVCE's standard contract terms and conditions

SVCE reserves the right to consider factors other than those specified above and to request additional information from any/all Consultants as a part of the selection process.

## 7 Agreement Terms

Awardee(s) will be required to enter into a contract using SVCE's standard contract terms. Modification of the contract terms may be proposed by the Consultant for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

SVCE's standard contract terms are available for review in Appendix B.

## 8 Inclusion of Non-Participating Agencies

SVCE is asking all responding Consultants to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested California-based municipalities, municipally owned utilities and community choice energy programs. While this clause in no way commits these agencies to contract with SVCE's awarded consultant, nor does it guarantee any additional orders will result, it does allow other agencies, at their discretion, to make use of SVCE's competitive process (provided said process satisfies their own procurement guidelines) and enter into a contract directly with the awarded consultant. All contracts entered into by other agencies shall be understood to be transactions between that agency and the awarded consultant; SVCE shall not be responsible or liable in any manner for any such contracts.

## 9 SVCE Legal Obligations

SVCE is not obligated to respond to any offer submitted as part of the RFP. All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 *et seq.* SVCE acknowledges that another party may submit information to SVCE that the other party considers confidential, proprietary, or trade

secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 *et seq.*), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255) ("Confidential Information"). Any such other party acknowledges that SVCE may submit to the other party Confidential Information. Upon request or demand of any third person or entity not a party to this RFP ("Requestor") for production, inspection and/or copying of information designated as Confidential Information by a party disclosing such information ("Disclosing Party"), the party receiving such information ("Receiving Party"), as soon as practical but within three (3) business days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address or email address listed on the cover page of the RFP. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and disclose the requested Confidential Information.

## 10 Certifications

The submission of a proposal shall be deemed a representation and certification by the Consultant that it:

- Has read, understands and agrees to the information and requirements set forth in this RFP
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Consultant in regard to the amount, terms or conditions of this proposal
- Acknowledge that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant, and Consultant hereby grants SVCE permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Has disclosed any conflicts of interest as defined in Attachment A
- Complies with all insurance requirements as defined in Attachment A

## 11 Rights of SVCE

This RFP does not commit SVCE to enter into a contract, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract. SVCE reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals in its sole discretion
- Issue subsequent RFPs
- Postpone opening for its own convenience
- Remedy technical errors in the RFP process
- Approve or disapprove the use of particular subconsultants
- Negotiate with any, all or none of the Consultants
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Consultant in the event the originally-selected Consultant defaults or fails to execute an agreement with SVCE

SVCE shall not be bound by the terms of any offer until SVCE has entered into a fully executed agreement.

## 12 Scope of Work

### **Background**

SVCE's mission is to provide clean, carbon-free electricity at competitive rates, and to work with its member communities to reduce greenhouse gas (GHG) emissions. Ensuring the region's energy resilience<sup>1</sup> in the face of increasing climate risk is important not only for the health and economic vitality of the service territory, but also central to the feasibility of long-term decarbonization which necessitates widespread electrification.

During the 2019 wildfire season, PG&E began proactively shutting off power to reduce wildfire risks. SVCE's Service Territory was impacted by four of the Public Safety Power Shutoff (PSPS) events. Three of these events impacted more than 18K customers and the fourth impacted 471. PG&E expects that PSPS events will be a necessary response to the wildfire season for many years to come.

In response to the COVID crisis, and the resulting health and economic impacts on our community, SVCE has committed \$10M to a suite of customer relief and community resilience<sup>2</sup> programs. These programs aim to support economic recovery and increase community resilience while supporting SVCE's mission of decarbonization. Half of this relief fund will be invested in community resilience, supporting both planning efforts and infrastructure development. These investments will help local jurisdictions improve community resilience during power outages from PSPS events and other causes such as earthquakes, flooding, extreme heat, etc. In addition, the program will support local clean energy jobs and regional decarbonization. This RFP focuses on the planning component of the community resilience program.

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<sup>1</sup> **Energy resilience** – the ability to mitigate, withstand or recover quickly from disruptions in the availability of energy via centralized energy infrastructure

<sup>2</sup> **Community resilience** – the sustained ability of a community to use available resources (energy, communication, transportation, food, etc.) to respond to, withstand, and recover from adverse situations

## Program Overview

### SVCE's Community Resilience Program

Program Components	Budget	Timeframe	Associated Tasks
<b>Energy Resilience Planning</b>	Up to \$1,150,000	Complete by 12/21/2021	A-D
Regional planning and support	\$350,000	10/30/2020 - 6/30/2020	A-C
Tailored jurisdiction-level support	Up to \$783,000	10/30/2020-12/31/2021	D
<b>Capital Projects</b>	At least \$4,000,000	8/1/2020-12/31/2022	N/A

Please see Appendix A Community Resilience Process Flow for a depiction of how these components work together. Please see Table 2 in the Budget section of this document for the approved budget totals for each of SVCE's member agencies.

This RFP is focused on the planning component and is organized into the following four tasks:

- Task A. Develop Regional<sup>3</sup> Energy Resilience Plan
- Task B. Define, Identify, Assess Critical Community Facilities
- Task C. Provide Education and Technical Assistance
- Task D. Member Agency Resilience Planning, Feasibility Assessment, and Communication Projects

The success of this project requires a nimble team or set of teams with a broad range of skill sets including resilience planning, energy modeling and complex data analysis, building sciences and engineering. Consultants are welcome to respond to all tasks, a single task or subset of tasks. In evaluating proposals, SVCE will take into consideration the breadth and depth of the team(s) as well as the project's organization/administrative structure.

As noted previously, we encourage Consultants to suggest any innovations, additions or modifications to the scope of work that SVCE prepared - include in this section any key elements that the Consultant feels would add additional value to scope of work initially developed by SVCE.

#### **Task A. Develop Regional Energy Resilience Plan**

The purpose of this task is to develop a regional plan for energy resilience that will guide SVCE, our member agencies, and other stakeholders in our individual and collective actions to improve regional energy resilience. The plan will be grounded in the best available information of regional vulnerability, an understanding of local government practices and an

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<sup>3</sup> **Regional** – performed across the SVCE service territory, which encompasses the following 13 communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, Unincorporated Santa Clara County

assessment of the existing and emerging solutions. The result will be a set of recommendations that are both transformative and actionable.

This task will leverage existing literature and studies<sup>4</sup> to provide high-level information that is applicable across the region. Tasks B & D will contain more granular data analysis—the level of effort for Task A should be to summarize, clarify, and highlight the most important information available.

The emphasis of the work will be identifying and evaluating a range of solutions (technological, communications, programmatic, etc.) that can be applied in multiple jurisdictions and that, most importantly, increase resilience against multiple threat types simultaneously.

There are three subtasks:

- Task A.1 Summarize Region’s Energy Resilience Vulnerabilities
- Task A.2 Assess Energy Resilience Solutions and Strategies
- Task A.3 Regional Energy Resilience Roadmap

#### Task A.1 Summarize Region’s Energy Resilience Vulnerabilities<sup>5</sup>

The Consultant will summarize existing information on vulnerabilities in the region’s energy system. This will include identification of hazards and vulnerabilities and an assessment of risks. The report should include a description of how the level of each risk varies across geographies and sociodemographics and at a high-level how the level or risk is anticipated to change through mid-century.

Deliverable

- Regional Vulnerabilities Summary Report (approx. 20-25 pages)

#### Task A.2 Assess Energy Resilience Solutions and Strategies

This subtask includes an assessment of both the technological solutions and policy/program strategies to increase energy resilience.

##### *Technology Solutions*

The Consultant will review available and emerging technology solutions that support energy resilience (e.g. microgrids, portable battery system, vehicle to grid technologies, etc.). Each solution should be assessed for at a minimum the following criteria:

- Applicability to region’s most significant vulnerabilities
- Ability to support the region’s most vulnerable populations<sup>6</sup>

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<sup>4</sup> In particular, Silicon Valley 2.0, developed by the County of Santa Clara’s Office of Sustainability assesses regional vulnerabilities and should be leveraged for this project.

<sup>5</sup> **Regional vulnerability** – regional exposure to hazards, including wildfire, flooding and extreme heat, that either threaten energy infrastructure directly or threaten vulnerable populations under the scenario of power outage

<sup>6</sup> **Vulnerable populations** – including but not limited to economically disadvantaged, medically fragile, elderly and homeless populations

- Cost effectiveness
- Market availability (e.g. stage of technological development)
- Synergistic with decarbonization

In addition, the Consultant should evaluate and describe any existing regulatory or other barriers for each solution.

#### *Policy/Program Strategies*

The Consultant will summarize existing best practice policies and programs addressing energy resilience that can be implemented at a local and regional level. Additional research could include interviews with local stakeholders<sup>7</sup> to inform recommended policies and programs for our region.

#### Deliverable

- Energy Resilience Solutions and Strategies Report (approx. 15 pages)

#### Task A.3 Develop Regional Energy Resilience Roadmap

This subtask will build off the findings of the two previous subtasks to develop a set of timebound recommendations for increasing regional energy resilience across SVCE’s territory. Each recommendation should include a description of what organizations are best suited/authorized for implementation.

#### Deliverable

- Regional Energy Resilience Roadmap

### **Task B Define, Identify, and Assess Critical Community Facilities**

In this task, the Consultant will work with SVCE staff and local stakeholders (member agencies, community organizations, etc.) to develop a definition of for *Critical Community Facilities* that encompasses both essential sites (such as fire stations, hospitals, emergency response centers) and the broader range of sites and services that are important to minimizing negative economic and health impacts of power outages (e.g. food distribution centers, skilled nursing facilities, small businesses). The Consultant will then 1) conduct a geospatial analysis to identify these sites across SVCE territory and 2) utilize SVCE’s energy usage and other relevant data to assess which sites are most suited to which technology solutions (building off the technology solutions identified in Task A). This analysis requires deep experience with data analytics and energy modeling. The findings of the analysis should be summarized in a report.

To ensure the long-term utility of the analysis the contractor will develop a customizable and queryable tool that can ideally be continually refreshed as data changes.

If feasible, this tool could integrate and be compatible with SVCE’s data systems<sup>8</sup>. Alternatively, the tool could utilize a more standard software program, such as Excel. The

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<sup>7</sup> **Local Stakeholders** – including but not limited to member agency staff, community members, community-based organizations, professionals experienced with the local context

<sup>8</sup> SVCE’s customer and energy data are stored in a cloud-based data warehouse hosted on Google BigQuery. Though the analytical tool’s functionality and design will need to be determined through this project, its integration with SVCE’s data systems should involve establishing a connection to SVCE’s data warehouse, analyzing the raw

final determination for the tool's design should be based on an end goal of providing straight forward decision-support that remains relevant overtime while balancing the two goals of sophisticated analysis and practical utility. Further, the identification and prioritization tool should have an intuitive interface that makes it useful to a diversity of users, and access levels, including SVCE and the member agencies.

**Deliverables:**

- Summary report
- Detailed facility-level analysis for each jurisdiction (e.g. detailed and itemized tabular results)
- Customizable data platform for project site identification and prioritization

**Task C Provide Education and Technical Guidance Resources**

The purpose of this task is to build the capacity of our local jurisdictions to improve energy resilience by providing education and developing written technical guidance. We welcome creative approaches on how to provide these resources. The approach should be to target a diversity of audiences and include multiple formats such as, online trainings and written guidebooks.

At a minimum the resources and education should include the following topics:

- Principles of energy resilience
- Overview of available technologies
- Contracting best practices for battery storage projects
- Recommendations for assessing the resilience value (i.e. cost justification) of resilience investments

We recognize that through the course of research in the previous tasks additional topics will likely be prioritized.

**Deliverable:**

- Educational webinar presentation materials
- Written technical guidance materials

**Services:**

- Educational webinars

**Task D Member Agency Resilience Planning, Feasibility Assessment, and Communication Projects**

Each member agency will have the option to devote a portion of their Community Resilience grant budget to an energy resilience planning, communication, coordination, and/or engagement project. The approved maximum budget for each planning agency is detailed in shown in Table 2 of the Budget section of this document.

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data in a secure environment, and ensuring that the results are masked at the appropriate level prior to leaving the secure environment.

Member agencies may submit a planning project application to SVCE. If SVCE approves the project application, SVCE and the member agency will work with the Consultant team to finalize the scope of work and make sure the budget and timeline fit the parameters of the project description.

Examples of member agency planning and technical assistance projects include:

- A detailed needs assessment to prioritize potential energy resilience projects.
- A detailed site assessment for a solar + storage or other energy resilience project.
- A communication and engagement plan to guide municipal response to power outages.
- The energy resilience component of a climate resilience or adaptation plan.
- Support for the contracting process of an identified energy resilience project.

SVCE is seeking a Consultant to enter into a Master Services Agreement (MSA) to support these member agency planning projects. Over the term of the MSA, SVCE and member agencies will work with the Consultant to establish a scope of work for each member agency's planning project prior to its launch. These scopes will use the menu of services, staff, rates and acceptance of terms as agreed upon in the MSA. Given the diversity of our member agency jurisdiction and the types of services this project aims to provide, the successful team(s) will have demonstrated expertise across multiple subject areas including regional resilience planning, communications, and engagement, building sciences and engineering, and energy policy.

Task D will have a maximum of thirteen subtasks which correspond to the thirteen member agencies: Sunnyvale, Milpitas, Mountain View, Santa Clara County, Gilroy, Cupertino, Morgan Hill, Campbell, Los Gatos, Los Altos, Saratoga, Los Altos Hills and Monte Sereno. Each subtask will operate on a unique not-to-exceed budget. Member agencies may share a task order to pursue a collaborative planning project. Member agencies may choose to direct some or all of their funds toward capital projects in which case the number of subtasks may be significantly lower. In addition, the number of subtasks may be significantly lower, if member agencies opt to forgo planning assistance.

All projects will draw from the menu of services outlined below and will be guided by the same schedule.

### **Menu of Services:**

1. Jurisdiction-level adaptation and/or resilience planning (must focus on energy)
  - Deeper dive energy resilience or climate adaptation planning at the jurisdiction level. SVCE's grant funds can only cover work related to energy.
2. Jurisdiction level needs assessment to support capital project site prioritization
  - Building off the findings and tools developed in Tasks A-C, tailored support to identify the specific needs of jurisdiction and Consultant support to identify capital projects that should be prioritized.
3. Detailed site assessment/feasibility analysis for energy resilience capital projects
  - Conduct site level feasibility analysis for different energy resilience projects. For example, an assessment could compare the costs and benefits of a diesel generator vs. a solar plus storage microgrid vs. a comprehensive building retrofit that included both or one of these resilience solutions.

4. Community engagement and communications support
  - Support designing and developing communications and engagement strategies aimed at increasing community energy resilience. Could include developing collateral, creating social media campaigns, and/or facilitating workshops and webinars.
5. Inter/Intra agency coordination planning and support
  - Could include support designing and implementing coordination among city departments and/or support across agencies to improve energy resilience. Work could include designing coordination plans or conducting workshops and facilitating meetings as part of the coordination process. For example, a member agency could request support facilitating a cross-department design charette aimed at identifying key coordination needs during a power outage or a community-level workshop to identify community needs during an outage.

### **Schedule**

Work on Tasks A, B, and C is expected to begin in October 2020. Task D could also begin as early as October 2020, but the member agencies will determine exact start date for their respective modules.

The target end date for Task A is February 28, 2021.

The target end date for Task B is June 15, 2021.

The target end date for Task C is June 15, 2021.

The target end date for Task D is December 31, 2021.

### **Budget**

If responding to multiple tasks, provide budget estimates for each task. SVCE anticipates bringing the contract and budget request forward to its Board of Directors for review and approval for review and approval at their October 2020 meeting. The budget figures for each task below are estimates, aimed to provide context for the level of effort we anticipate for each task. While the total budget for Tasks A-C cannot exceed \$350K, the estimate budgets below are just that and do not need to be exact.

For Tasks A-C: Please provide separate costs for each aspect of the deliverable and each service identified. Please include a table of staff roles, rates and skills. The total budget of each task is estimated to be no more than \$150,000 for Task A, no more than \$150,000 for Task B, and no more than \$50,000 for Task C.

For Task D: Provide a menu of services as described in Task C. For each service, provide staff roles, rates and skills. Based on the Bidder's experience, provide at least two examples of a potential member agency planning project with an estimated cost. The total budget for this task will not exceed **\$783,333**, however it could be much less than this if many Member Agencies direct their planning budget towards capital projects. Member Agencies will have through December 31, 2021 to spend their planning funds. See the Tables 1 and 2 below for breakdown by jurisdiction-level not-to-exceed budgets.

**Table 1. Total Program Budget**

Regional Planning *	\$200,000
Jurisdiction-level Planning	\$800,000
EM&V	\$16,667
Allocated Funds	\$783,333
Capex Project Grants	\$4,000,000
EM&V + Administration	\$83,333
Allocated Funds	\$3,916,667
<b>TOTAL</b>	<b>\$5,000,000</b>

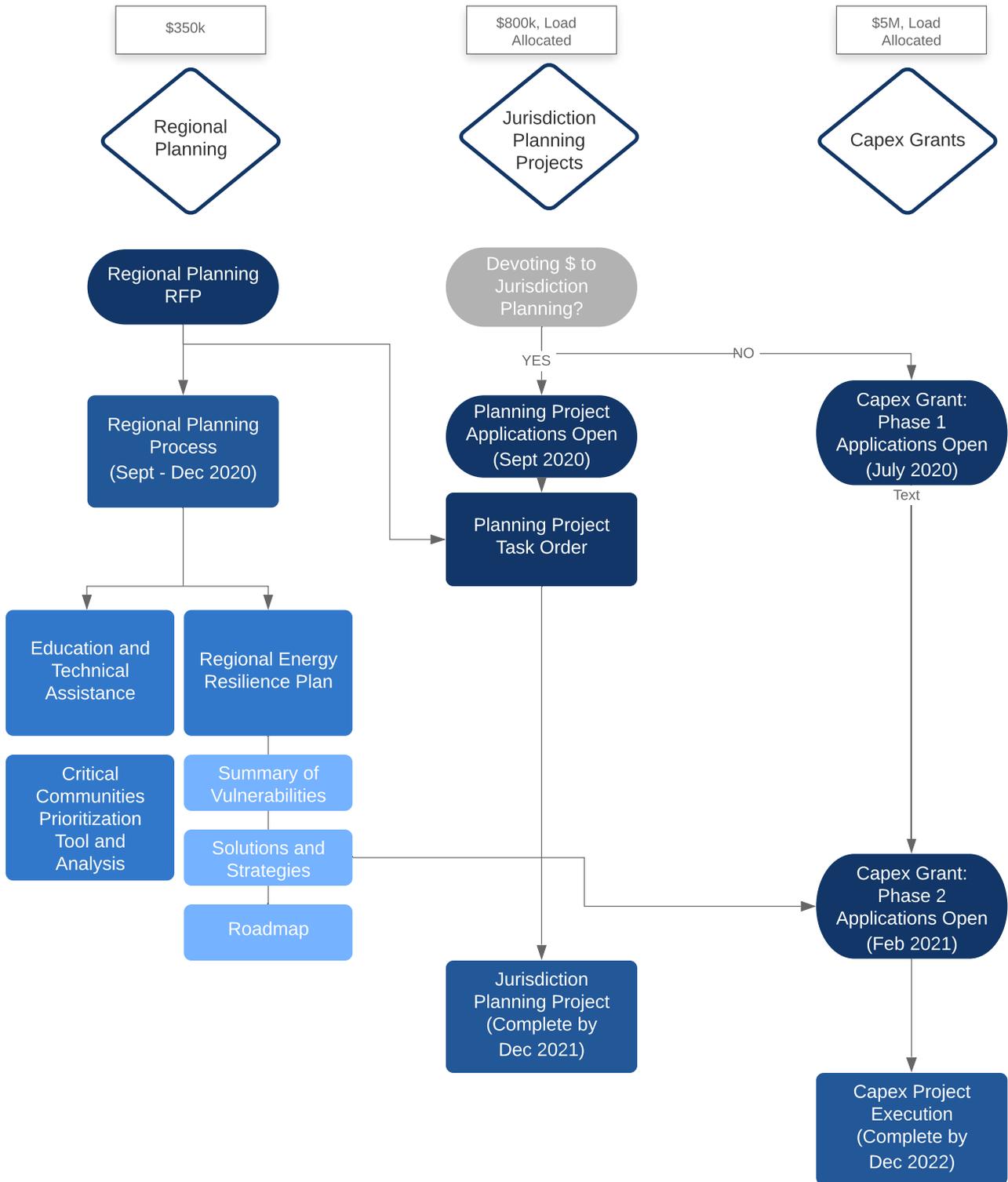
\*Note that the total Regional Planning budget is \$350,000. This allocation from the CRCR Community Resilience Budget is augmented by \$150,000 of program funding.

**Table 2. Allocated Budget by Jurisdiction**

Jurisdiction	Planning Allocation	Capex Support Allocation	Total Allocation
SUNNYVALE	\$221,280	\$1,106,400	\$1,327,680
MILPITAS	\$116,784	\$583,918	\$700,702
MOUNTAIN VIEW	\$106,061	\$530,304	\$636,365
UNINCORPORATED	\$68,792	\$343,959	\$412,751
GILROY	\$52,339	\$261,693	\$314,031
CUPERTINO	\$42,633	\$213,165	\$255,798
MORGAN HILL	\$40,540	\$202,701	\$243,241
CAMPBELL	\$39,594	\$197,972	\$237,566
LOS GATOS	\$35,640	\$178,202	\$213,842
LOS ALTOS	\$24,920	\$124,601	\$149,521
SARATOGA	\$23,241	\$116,204	\$139,444
LOS ALTOS HILLS	\$8,430	\$42,152	\$50,582
MONTE SERENO	\$3,079	\$15,396	\$18,475
<b>Grand Total</b>	<b>\$783,333</b>	<b>\$3,916,667</b>	<b>\$4,700,000</b>

# Appendix A- Program Flowchart

## CRCR Community Resilience Program



# Appendix B – Standard Contract

## AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND

**CLICK TO ENTER CONSULTANT’S NAME**

**FOR**

**CLICK TO ENTER SERVICES THAT WILL BE PROVIDED**

THIS AGREEMENT, is entered into this **Click here to enter DAY.** day of **ENTER MONTH., ENTER YEAR.**, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent public agency, ("Authority"), and **Click here to enter Consultant’s name.**, a **Click here to enter entity type (California corporation, partnership, etc.).** whose address is **Click here to enter address.** (hereinafter referred to as "Consultant") (collectively referred to as the "Parties" and individually as a "Party").

### RECITALS:

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for **Click here to enter a description of work to be performed.** upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

#### 1. **TERM**

The term of this Agreement shall commence on **Click here to enter beginning of term.**, and shall terminate on **Click here to enter end of term.**, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed [Click here to enter amount of compensation in words](#). dollars ([Click here to enter amount of compensation in numerals](#)..00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the San Francisco Bay Area under similar circumstances and in a manner reasonably satisfactory to Authority and agrees that all services shall be performed by qualified and experienced personnel. Consultant shall be responsible to Authority for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to Authority by redoing the professional work and/or revising the work product(s) called for in the Scope of Services to eliminate the errors. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not

limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Authority from Consultant as a result of Consultant's failure to promptly pay to Authority any reimbursement or indemnification arising under this section.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

9. **HOLD HARMLESS AND INDEMNIFICATION**

General Indemnification. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for

Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant's indemnifications and obligations under this section shall survive the expiration or termination of this Agreement.

## 10. **INSURANCE**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

## 11. CONFLICT OF INTEREST

Consultant warrants that it, its officers, employees, associates and subcontractors, presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it, its officers, employees, associates and subcontractors, will not employ any person having such an interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this section into any subcontract that Consultant executes in connection with the performance of this Agreement. Consultant understands that it may be

required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid

certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

F. Authority shall be the owner of and shall be entitled upon request to immediate possession of accurate reproducible copies of Reports or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer (“Authority Representative”) shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. [Click here to enter the name of Consultant representative.](#) (Consultant Representative”) shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **INFORMATION AND DOCUMENTS**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the Authority Representative or unless requested in writing by the Authority Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the Authority. Response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives Authority notice of such court order or subpoena.

B. Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect

to any project or property located within the Authority. Authority may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct or rewrite the response.

C. In the event Authority gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to Authority, isolate and preserve all such data pending receipt of further direction from the Authority.

D. Consultant's covenants under this section shall survive the expiration or termination of this Agreement.

## 18. **NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO AUTHORITY:

333 W. El Camino Real

Suite 290

Sunnyvale CA 94087

Attention: Chief Executive Officer

TO CONSULTANT:

[Click here to enter consultant name.](#)

[Click here to enter company name.](#)

[Click here to enter street number and street name.](#)

[Click here to enter city, state, and zip code.](#)

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Authority Representative may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Authority Representative shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

In the event of Authority's termination of this Agreement due to no fault or failure of performance by Consultant, Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority. Consultant shall have no other claim against Authority by reason of such termination, including any claim for compensation.

20. **COMPLIANCE WITH LAWS**

Consultant shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. Authority, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to Authority that it has all licenses, permits, certificates, qualifications, and approvals required by law to provide the services and work required to perform services under this Agreement, including a business license. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under and enforced by the laws of the State of California. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal

Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **AUTHORITY'S RIGHTS TO EMPLOY OTHER CONSULTANTS**

Authority reserves the right to employ other consultants in connection with the subject matter of the Scope of Services.

29. **EXHIBITS**

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

30. **FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

31. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

32. **ATTORNEY FEES**

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

33. **SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. **SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the Parties to this Agreement.

35. **NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

36. **COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The Parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

37. **DRAFTING PARTY**

This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

RECOMMENDED FOR APPROVAL

\_\_\_\_\_

Enter Your Name

Enter Your Title

CONSULTANT NAME

Enter Consultant's Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

A Joint Powers Authority

By: \_\_\_\_\_

Name: Girish Balachandran

Title: Chief Executive Officer

Date: \_\_\_\_\_

SILICON VALLEY CLEAN ENERGY

AUTHORITY

APPROVED AS TO FORM:

\_\_\_\_\_

Counsel for Authority

ATTEST:

\_\_\_\_\_

Authority Clerk

**Exhibit A**

**Scope of Services**

[Click here to enter text.](#)

**Exhibit B**

**Schedule of Performance**

[Click here to enter text.](#)

This schedule may be modified with the written approval of the Authority.

<b>Task</b>	<b>Begin</b>	<b>Complete</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**Exhibit C**  
**Compensation**

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" and reimbursable expenses shall not exceed a total of [Click here to enter dollar amount in words.](#) dollars ([\\$Click here to enter dollar amount in numerals.](#)), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

<b>Task</b>	<b>Estimated Budget</b>
1.	\$ XX,000
2.	\$ XX,000
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<b>Total</b>	

**Rates**

<b>Personnel</b>	<b>Title</b>	<b>Hourly</b>

## Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). Authority shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth herein. Authority does not pay interest on past due amounts.

## Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority. In no event shall reimbursable expenses collectively exceed the total sum of \_\_\_\_\_ (\$\_\_\_\_\_).

## Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority Representative prior to commencement of any additional services. Consultant shall submit, at the Authority Representative's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

**Exhibit D**

**Insurance Requirements and Proof of Insurance**

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage.

ISO occurrence Form CG 0001 or equivalent is required.

(3) **Automotive:**

Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

(4) **Professional Liability**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

(5) **Privacy and Cybersecurity Liability**

Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least \$5,000,000 US per occurrence.



