

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-413

SAP Number

County Administrative Office

Department Contract Representative	Luther Snoke
Telephone Number	909-387-4811
Consultant	GDS Associates, Inc.
Consultant Representative	Howard Choy
Telephone Number	323-204-6134
Contract Term	May 21, 2024 – May 20, 2025
Original Contract Amount	\$80,000
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to enter into this Contract with GDS Associates, Inc. (Consultant) to provide a feasibility study and technical assessment of forming a Community Choice Aggregation (CCA) throughout the County; and

WHEREAS, the County finds Consultant qualified to provide the necessary analysis and final report detailing the feasibility of a County CCA including but not limited to the costs, risks, and advantages of a County CCA; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Community Choice Aggregation (CCA): a program that allows cities, counties, and other qualifying governmental entities available within the service areas of investor-owned utilities, to purchase and/or generate electricity for their residents and businesses.

B. CONSULTANT RESPONSIBILITIES

- B.1** Provide a Scope of Services (Services) that shall include all items identified in Attachment A, Proposal to Provide a Feasibility Study and Technical Assessment of Forming a Community Choice Aggregation dated April 29, 2024. The Services shall include a Feasibility Study and Technical Assessment of forming a County CCA to include:
- Load Analysis, Study, and Forecast
 - Rate Analysis
 - Energy Portfolio
 - Feasibility Sensitivity Analysis
 - Proforma Analysis
 - Risk Analysis
 - Public Benefits Program Assessment
- B.2** Provide all written material requested by the County to provide the results of the Feasibility Study and Technical Assessment.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any purpose other than carrying out the Consultant's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Comply with all requirements in the Declaration Regarding Pursuit or Implementation of Community Choice Aggregation Service and the Community Choice Aggregator Non-Disclosure Agreement with Southern California Edison.

C.10 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 County Representative

The *Chief Executive Officer* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

C.13 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.14 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

C.15 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.16 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.17 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's

environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.18 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.19 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.20 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.21 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.22 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.25 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Consultant agrees to promptly execute third party non-disclosure agreements, certifications, and other documents, as reasonable and necessary, to receive the confidential information of such third parties.

C.26 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

C.28 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.28.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.28.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The County will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

C.29 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.33 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.34 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- C.34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C.35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal

process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.36 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.38 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.39 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant's duties and services under this Contract shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B) that the Department has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

C.40 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.41 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.42 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.43 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents,

the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.44 RESERVED

C.45 RESERVED

C.46 RESERVED

C.47 RESERVED

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 RESERVED

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of May 21, 2024 and expires May 20, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

The County will submit all required documents to Southern California Edison requesting the utility data for the County and 21 of the County's 22 incorporated cities, excluding the Town of Apple Valley, for the period of January 1, 2023 through December 31, 2023, if available, or for the period of 2022, and share the received data with GDS Consulting, Inc. so that they may complete the feasibility study and technical assessment of forming a County Community Choice Aggregation.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$80,000, of which \$0 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's "Cost Proposal", attached Attachment A, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Attachment A.

F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.4 Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.5 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.6 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

F.7 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.8 Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

- G.11** Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance –Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. SUCCESSORS AND ASSIGNS

- H.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.
- H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.
- H.3 **Death or Incapacity:** If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

- I.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

- J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due

to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.

J.3 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
County Administrative Office
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415

GDS Associates, Inc.
1850 Parkway, Place, Suite 800
Marietta, Georgia 30067-8237

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



GDS ASSOCIATES, INC.

By ► KJM
(Authorized signature - sign in blue ink)
Kevin J. Mara, P.E.

Name _____
Title Executive Vice President

Dated: 5/10/24
Address 1850 PARKWAY A
MARIETTA GA
30067

FOR COUNTY USE ONLY

Approved as to Legal Form
► [Signature]
County Counsel
Date 5/13/24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____

ATTACHMENT A

Continued next page



April 29, 2024

Ms. Christen Miller
County of San Bernardino
385 N. Arrowhead Avenue
San Bernardino, CA 92415

SUBJECT: Revised Letter for County of San Bernardino Proposal to Provide a Feasibility Study and Technical Assessment of Forming a CCA

Dear Ms. Miller:

Thank you for the request for an updated proposal from EES Consulting (“EES”), a GDS Associates company, to provide a comprehensive Feasibility Study and Technical Assessment (Study) of Forming a Community Choice Aggregation (“CCA”) within San Bernardino County (“County”) and to include all cities located within the County. No changes in the Proposed Scope of Work technical section provided on March 7, 2024 are necessary.

This updated proposal is similar to the proposal provided to you dated earlier which included Study scope of work for unincorporated County only. An additional cost to include all cities in the County in the Study is described below. For added clarity, we also provide below examples of support work the County may consider, for which we provided estimates earlier, based on our experience in other jurisdictions.

Proposal Estimate

EES will provide the complete scope of work and Study requirements you have requested including all deliverables. We can provide this for the following costs:

- **Feasibility Study and all deliverables now including analyses for the County and all cities within the County: \$65,000.**
- **Costs to manage additional data for all cities in the County and provide various County plus other city/cities’ analyses in the final report: \$15,000.**
- **Support on developing strategy for coordination with other regional efforts (communications with the County and other jurisdictions): Billed at hourly rates and estimated at \$20,000.**
 - Meetings with County electeds and staff to discuss status of other CCA efforts in the region and options/impacts of combining efforts.
 - Meetings in each Supervisorial district to provide County intent/objectives with cities and constituents.
 - Meetings with County electeds, staff and other cities on the results of the Feasibility Study.

Ms. Christen Miller
April 29, 2024
Page 2

- **Support on developing CCA governance options and operating principles (based on interest of other jurisdictions): Billed at hourly rates and estimated at \$15,000.**
 - Document describing governance options for one or multiple CCAs in the region: pros, cons, risks, risk mitigation, fiscal impacts.
 - Document describing CCA operational options for one or multiple CCAs in the region.
 - Meetings with County electeds, staff and other cities describing these options.

EES's experience is that the additional support listed above is typical when jurisdictions evaluating CCAs have options for different operating models and governance structures. We include the support costs which usually cover presentations to staff and electeds, other public meetings, meetings with other jurisdictions. This is especially relevant to the County given that EES has been active in the region promoting CCA, is currently responding to several solicitations, and has already met with most cities within the County.

Alternative Proposal Estimate

The Turnkey CCA Team proposal described in our earlier letter to you dated March 7, 2024 is unchanged. The Feasibility Study costs would be zero if the GDS Turnkey CCA Team is ultimately chosen to implement and operate a CCA involving the County. No Feasibility Study costs will be collected regardless of the County's decision on moving forward or not with a CCA.

We look forward to working with the County on this effort. Please reach out to Howard Choy, whom you have previously contacted, with any questions.

Howard Choy, Executive Consultant
850 Iron Point Road, Suite 154
Folsom, California 95630
(323) 204-6134 / howard.choy@gdsassociates.com

Sincerely,



Kevin J. Mara, P.E.
Executive Vice President

PREPARED BY EES CONSULTING

County of San Bernardino

*Proposal to Provide a Feasibility Study
and Technical Assessment of Forming a
Community Choice Aggregation*

March 7, 2024





March 7, 2024

Ms. Christen Miller
County of San Bernardino
385 N. Arrowhead Avenue
San Bernardino, CA 92415

Ms. Miller:

Thank you for the request for a proposal from EES Consulting ("EES"), a GDS Associates company, to provide a comprehensive Feasibility Study and Technical Assessment of Forming a Community Choice Aggregation ("CCA") within San Bernardino County ("County").

EES is the State's leading resource in developing CCA feasibility and technical assessments and start-up plans, having provided these services on behalf of roughly half of the CCAs operating throughout the three major investor-owned utility territories in California. In addition, EES has provided similar technical consulting services for decades for many municipal utilities in California and the Pacific Northwest.

Proposal Estimate

EES will provide the complete scope of work and study requirements you have requested including all deliverables. We can provide this for the following costs:

- Feasibility Study and all deliverables: \$65,000.
- Support on developing strategy for coordination with other regional efforts (communications with the County and other jurisdictions): Billed at hourly rates and estimated at \$20,000.
- Support on developing CCA governance options and operating principles (based on interest of other jurisdictions): Billed at hourly rates and estimated at \$15,000.

EES's experience is that the additional support listed above is typical when jurisdictions evaluating CCAs have options for different operating models and governance structures. We include the support costs which usually cover presentations to staff and electeds, other public meetings, meetings with other jurisdictions. This is especially relevant to the County given that EES has been active in the region promoting CCA, is currently responding to several solicitations, and has already met with most cities within the County.

COUNTY OF SAN BERNARDINO

Proposal to Provide a Feasibility Study and Technical Assessment of Forming a CCA

Alternative Proposal Estimate

EES is also proposing an alternative to the above study costs – a Turnkey CCA Team proposal whereby EES’s team of CCA service providers would provide all of the services above at no cost to the County should the County decide to move forward with implementing a CCA, and selects the EES Team to be your CCA implementation and operations team.

Our experience in developing CCAs is the basis for this proposal and reflects:

- the experiences, viability, and financial success of nearly all CCA efforts throughout the State;
- the development of a CCA service team that currently works for most of, and the largest, CCAs and has a strong municipal utility industry focus;
- the ability for the County to maintain no financial obligation while continuing to evaluate CCA after the feasibility and technical assessments; and
- an option for more quickly and easily assembling a qualified CCA services team that can provide all services to the County, or as many CCA services as requested.

Our scope and cost along with EES’s most recently updated qualifications is included in the attached proposal. Also included is a description of how the Turnkey CCA effort would operate along with a description of the Turnkey CCA Team and their qualifications and experience in the CCA industry.

We look forward to working with the County on this effort. Please reach out to Howard Choy, whom you have previously contacted, with any questions.

Howard Choy, Executive Consultant
850 Iron Point Road, Suite 154
Folsom, California 95630
(323) 204-6134 / howard.choy@gdsassociates.com

Sincerely,



Kevin J. Mara, P.E.
Executive Vice

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1 Proposed Scope of Work

EES works with agencies in the CCA space to conduct financial feasibility studies, start-up services, public outreach, regulatory support, energy efficiency funding assistance, and cost of service and rate setting. EES has also presented at CCA trade events on formation process, governance, and strategic planning. EES has assisted dozens of agencies in evaluating, studying, implementing and operating CCAs in California as shown in our list of CCA clients at the end of this section.

EES prepares the studies such that the assumptions are consistent with the jurisdiction's goals, past examples include:

- Rate parity or better with IOU, with lower rates over the study period.
- Energy portfolio content that has lower overall carbon content compared with the IOU portfolio.
- Meet or exceed California Renewable Portfolio Standard (RPS) mandates.
- Differentiated energy options as identified by the County for default service including a voluntary 100% renewable option.
- Define and create project development and ownership strategies that increase opportunities for full service, local ownership and investment in energy assets to include local/regional renewable generation, implementation of distributed energy resources, and development of customer programs.
- Identify local economic and regional benefits of the CCA program from customer rate savings, investment into the local economy of customer rate savings, and increase in revenue in local businesses from these investments using established economic development model.
- Investigation of local jobs growth through development of regional renewable energy projects.
- Compliance with County Climate Action planning and goals.

EES works closely with CCA clients to account for the priorities and concerns in the analysis. Our approach prioritizes the key aspects of program feasibility and implementation while providing consulting services to meet the clients' specific requests and would be organized based on streamlining the project according to timeline constraints.

EES will prepare a technical report detailing the feasibility assessment. The report will first be delivered in draft form followed by a final version that incorporates County feedback. The CCA study activities and scope of work are summarized below.

SUMMARY OF CCA STUDY ACTIVITIES

CCA Study Input	Scope of Work	Comments
<p>CCA Load Analysis, Study and Forecast</p>	<ul style="list-style-type: none"> ▪ Historic load request and analysis by customer class: residential, commercial, industrial, other. ▪ Forecast load growth scenarios. ▪ Develop energy and peak demand forecasts to inform power supply cost estimates and revenue projections. 	<p>Analysis is done with SCE provided data which is monthly. The energy and peak demand forecasts are conducted in lieu of having hourly customer load data from SCE.</p>
<p>Rate Analysis</p>	<ul style="list-style-type: none"> ▪ Develop retail rate forecasts for CCA program, delivery/distribution costs for SCE facilities, and generation cost stranding. SCE retail rate scenarios will be developed based on expected, low and high forecasts. A discussion of how rate structure impacts CCA customer savings will also be included in the analysis. Unique to EES, our staff are rate experts in the public utility arena completing cost of service and rate design analyses for dozens of public electric utilities and CCAs every year. 	<p>We will also provide a current assessment of CCA rates compared to SCE territory rates.</p>
<p>CCA Energy</p>	<ul style="list-style-type: none"> ▪ The CCA power portfolio will consider options for meeting CA RPS requirements and other objectives identified by the County; e.g. per any Climate Action goals. ▪ Power supply costs are expenses making up to 90% of the final retail rate charged to CCA customers. 	<p>A range of forecast costs will be analyzed.</p>
<p>CCA Feasibility Sensitivity Analysis</p>	<p>The sensitivity analysis will be performed for the following key variables:</p> <ul style="list-style-type: none"> ▪ Range of market prices for conventional and renewable energy including impacts of tax credit changes. ▪ Ranges of SCE generation rates, exit fees, and customer surcharges. ▪ Rate sensitivity to the inclusion of renewable energy resources at levels that exceed the state RPS. ▪ Rate sensitivity to the inclusion of local renewable. ▪ Generation and demand-side management. ▪ Extent to which rates may change depending on varying levels of participation and resulting lowest feasible participation rate. ▪ Opt-out or opt-in rate impact on base level of renewable resource mix offered. ▪ Identification of any anomalies, either challenges or opportunities, in the service area related to geographic, demographic, COVID-19, or economic circumstances. 	<p>Our Team will examine each portfolio option under a range of conditions to ensure that the recommended resource plan is appropriate under unexpected market and regulatory conditions.</p>

CCA Study Input	Scope of Work	Comments
<p>CCA Proforma Analysis</p>	<ul style="list-style-type: none"> ▪ Develop a 10-year financial model pro-forma with cash flow analysis. These costs will include start-up costs, any required, CCA surety bonds, cost of capital, data management, staffing, customer service, legal services uncollected accounts, payments to TEC for stranded generation costs, marketing accounting and all power procurement costs such as scheduling, transmission and surcharges. ▪ We will detail collection of reserves to provide emergency rate stabilization of the CCA in the future. ▪ Based on these expenses our project team will estimate the total CCA revenue requirement and resulting unit costs for 10 years of operation. 	<p>These operating costs will be based on the operating costs of existing CCAs and scaled for the size of the County's programs.</p>
<p>CCA Risk Analysis</p>	<ul style="list-style-type: none"> ▪ EES will evaluate and report on a range of risks and risk mitigation strategies associated with CCA formation and operation. ▪ The analysis will address challenges faced by existing CCAs, as well as those anticipated for new CCAs over the next 10 years. For each risk category, our study will describe causes, effects, potential impact, likelihood of occurrence, and strategies to mitigate them. ▪ Based on the results of this analysis, risks can then be anticipated and addressed through changes in program policy, contract terms, insurance, financing, and modification of management practices. 	<p>The County may also advise on specific risks to be addressed.</p>
<p>Public Benefits Program</p>	<ul style="list-style-type: none"> ▪ EES will provide an assessment of the status of CCA Energy Efficiency funded by the CA Public Utilities Commission, and other programs implemented by CCAs in the State. 	<p>CCAs offer a variety of customer programs from multiple funding sources including net operating revenues from CCA core operations.</p>
<p>CCA Community Engagement</p>	<ul style="list-style-type: none"> ▪ EES routinely offers public workshops and meetings to explain CCA development, benefits, costs, risks and outcomes, and to assess the level of community support. ▪ For past clients, EES has presented CCA feasibility study results in city council districts, county supervisorial districts and to specialized audiences; e.g. workforce development stakeholders, chambers of commerce, higher education, public environmental organizations, business interests, and community development organizations. 	<p>EES recognizes that garnering public feedback is critical to supporting investigation and potential implementation of a CCA. We will support engagement requests as directed by the County.</p> <p>This activity is part of the Support Services identified in the Cost Proposal.</p>

The table below summarizes the breadth of CCA feasibility and related services provided by EES.

OVERVIEW OF EES' RECENT EXPERIENCE ON SIMILAR CCA PROJECTS

Client/Location	Services Provided
Loudon County, VA	CCA Feasibility Study
Los Angeles County (CA) - (County of Los Angeles and All Eligible Cities within the County)	Technical Feasibility Study, Additional Services Under Clean Power Alliance (Below)
County of San Diego, CA	Technical Feasibility Study, Renewable Resource Supply Assessment
City of San Diego, Solana Energy Alliance, and King City (CA)	Peer Review of Technical Feasibility Studies
Cities of Chula Vista, Encinitas, La Mesa, Santee, Escondido, Vista, San Marcos, Oceanside, Carlsbad, Del Mar (CA)	Three Separate Technical Feasibility Studies for Various City Groups
Nevada Irrigation District (CA)	Technical Feasibility Study
South San Joaquin Irrigation District (CA)	Technical Feasibility Study
Western Riverside Council of Governments, San Bernadino Association of Governments, Coachella Valley Association of Governments (CA)	Technical Feasibility Study
Orange County Poer Authority (CA) – (Cities of Irvine, Huntington Beach, Fullerton and Buena Park, County of Orange)	Technical Feasibility Study (City of Irvine), Implementation Plan, Implementation Plan Amendment, Regulatory Filings, Start-Up Support
Central Coast Community Energy (CA) - (Counties of San Benito, Santa Cruz, Monterey, Santa Barbara and cities within the Counties, and cities within the County of San Luis Obispo)	Cost of Service and Rate Design
Butte Choice Energy (CA) – (County of Butte, Cities of Chico, Oroville)	Technical Feasibility Study, Implementation Plan, Start-Up Support
Clean Power Alliance (CA) – (Counties of Los Angeles and Ventura, Multiple Cities Within the Counties)	Technical Feasibility Study, Implementation Plan, Start-Up Activities, Public Outreach
San Jose Clean Energy (CA) – (City of San Jose)	Technical Feasibility Study, GHG Reductions Analysis, Governance and Partnership Options
Silicon Valley Clean Energy (CA) – (County of Santa Clara and Cities Within the County)	Rate Setting Analysis
East Bay Community Energy (CA) – (County of Alameda, City of Oakland)	Technical Feasibility Study, Implementation Plan, Start-Up Services
Western Community Energy (CA) – (County of Riverside and Cities Within the County)	Start-Up Services, Rate Setting, Regulatory Assistance, Integrated Resource Plan
City of Pueblo (CO)	Public Power Municipalization Study and Assessment of CCA in the State Legislature

2 Turnkey CCA Team Proposal

EES's experience with developing CCAs and California's experience show that there are economy of scale benefits in operating a CCA; that is, we believe there is a minimum threshold for number of meters (or number of customers or size of energy load) to maximize risk mitigation. As such, our support work with the County and other interested jurisdictions in the region is highlighted and reinforces the benefits of a Turnkey CCA Team offering.

The graphic at the end of this section shows a sample timeline for initiating a process for investigating and potentially moving forward with creating a CCA. This timeline reflects the benefits of the Turnkey CCA Team approach. Typically, after a CCA feasibility study, jurisdictions would evaluate the results, seek more information, and eventually present results and request governing board direction on next steps (e.g., Go or No Go). Under a non-Turnkey approach, the County would then issue a series of additional solicitations to identify and select CCA start-up, implementation and operation service providers. Our assembled Team of industry experts already works (has worked) for many/most CCAs and obviates the challenges and time requirements of selecting individual Team members. Highlights of this timeline and key features of the timeline with our Team as the County's Turnkey CCA Partner include the following:

- Our Team will conduct a feasibility study for the County at no charge and we will leverage our work in the region to bring other cities on board as part of the feasibility study. The feasibility study will be at no cost to the County as long as our Turnkey CCA Team is utilized to implement and operate a CCA for the County.
- After the feasibility study is complete and vetted, the County and potentially other cities will decide whether or not to proceed to next steps in CCA formation. The County and other cities are not expected to expend any costs up through the feasibility study.

EES CONSULTING
 A GDS Associates Company

- Feasibility advisor for over 20 CCAs
- Stood up 10 CCAs that are currently operating
- Filed over 12 Implementation Plans
- Acquisition of operating and start up financing
- In CCA sector for 10 years in California

CALPINE ENERGY SOLUTIONS

Currently perform data management for 20 of 23 CA operating CCAs
 Industry leader in CCA data management and call center
 500 employees



GDS ASSOCIATES, INC.

- Power supply planning for over 100 utilities
- Extensive experience with CAISO
- Well-versed in California bulk power market
- 180 employees

TENASKA POWER SERVICES CO.

Power marketing and energy management services for numerous generation/ municipal/CCA /CAISO customers
 Provides scheduling /marketing /EMIA/ dispatch services for customers nationwide, including California
 Approximately 180 employees; headquartered in Irving, Texas, origination lead in Southern California

THE ENERGY COALITION

Manages customer energy programs for all SCE territory
 Consultant to Inland Regional Energy Network
 Outreach for keyproduct offerings
 Customer program experts

AADVANTAGE COMMUNICATIONS

Extensive Inland Empire outreach and public affairs experience
 Locally connected in key political circles

TURNKEY TEAM GOVERNANCE

GDS Prime
 All other firms subcontract with GDS
 One contract for CCA to administer

BEST BEST & KRIEGER

Large local government clientele
 Attorneys for several CCAs
 Has worked in CA utility area for decades

COUNTY OF SAN BERNARDINO
Proposal to Provide a Feasibility Study and Technical Assessment of Forming a CCA

Party	Activity	2024												2025				2026	
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1-4	
City	Evaluate, Award Contract, Execute																		
EES	Continue Outreach to RFQ Cities, Other Cities																		
Both	Acquire Signatures for Data, Acquire SCE Data																		
EES	Complete Feasibility Study, Report (GDS Funded)																		
Both	Present Report, Council Meetings																		
City	Study, Cities Determine "Go," "No Go"																		
Both	Negotiate, Execute Turnkey Service Contract(s)																		
Both	Cities Go Forward, Create CCAs by Council Action																		
Both	Execute JPA MOU or Other Governing Document																		
EES	Acquire S/U Capital, Working Capital Line of Credit																		
EES	Start-Up Funding Available																		
Both	Create Governance Structure, Implement																		
Both	CPUC Mandated 1 Calendar Year Waiting Period																		
EES	CCA Regulatory Filings																		
EES	Update Feasibility Study, Operations Analyses																		
EES	Implement Operations Team																		
EES	Mandated Customer Notifications																		
EES	CCA Start Operations, Serve Load, Receive Revenues																		

3 Corporate Profiles of the Turnkey CCA Team

As prescribed throughout this proposal, EES is prepared to perform a CCA feasibility study at no cost to the County if, should the County decide to proceed with a CCA, the Turnkey CCA Team is selected to develop, implement and operate the CCA. Highlights of the Turnkey CCA Team are provided below. Additional corporate information, including financial capacity and resumes may be provided upon request.

EES CONSULTING, A GDS ASSOCIATES, INC. COMPANY

EES has conducted CCA feasibility studies across the state and helped implement multiple CCAs, includes technical resources as described throughout this proposal.



Founded in 1986, GDS provides engineering and consulting services to electric utility clients across the country, covering a broad range of services in the areas of wholesale and retail rates, cost of service, demand-side management, power supply planning, financial consulting, transmission planning, access and pricing, generation development and monitoring, operational and management challenges, and many others.

Cooperatives, municipal systems, and regulatory agencies are GDS' target clients, and we gear our business toward being able to provide the multitude of services that those entities need "all under one roof". We serve a diverse client base with a variety of energy consulting services, as well as information technology, market research, and statistical services.

GDS offers a broad array of services with direct, current experience with valuation, and mergers and acquisitions, all of which are relevant to the City's requested scope of work, including:

Utility Municipalization & Privatization	Community Choice Aggregation (CCA) Services
Renewable Resource Procurement & Advisement	Microgrid
Mergers and Acquisitions	Regulatory
Cost of Service, Financial Analysis and Rate Design	System & Plant Valuations
Proforma Business Plan and Forecast Retail Rates	Engineering Design Services/Construction Management
Expert Witness and Regulatory Support Services	Strategic Planning
Resource Development and Assessment	Energy Purchase and Risk Management

GDS has assisted clients in meeting the challenges of evolving competitive, regulatory and technical environments. We have a proven track record of success in arenas where the results of a particular project may have far-reaching effects on the viability of an organization and the local community.

Because of the size of our firm and our highly qualified staff, we are able to deliver results in less time and with less expense to our clients. We are responsive and focused on cost-effective solutions for our clients' needs, and always recommend the most direct and efficient means of carrying out a project. The success of our project approach has resulted in the large volume of repeat business that the firm enjoys.

GDS places the needs of our clients first and foremost. The size and depth of our firm permits us to offer clients multiple sources of assistance, ensuring complete, competent, and timely service on a very cost-effective basis. GDS' long history of meeting or exceeding client needs has established our reputation within the industry. In fact, most of our project assignments are derived from repeat work for existing clients or from client referrals. GDS recognizes that no two clients or problems are exactly alike, so we strive to deliver "right-fit" solutions for each client's particular situation. GDS conducts its business in accordance with stated core values which we follow steadfastly in providing services to our clients.

TENASKA POWER SERVICES COMPANY (TPS)

Established in 1997, TPS is a FERC-certified power marketing company engaged in the buying and selling of wholesale and retail power and the provision of power marketing and energy management services throughout the United States. With a 200+-person staff headquartered in Irving, Texas, TPS focuses on providing energy management solutions to third-party customer generation assets and retail and wholesale load in CAISO, WECC, ERCOT, SERC, MISO, SPP, PJM, NYISO, and ISONE.



As one of the first energy managers in the U.S., TPS has grown alongside the electric power industry, adapting to the ever-changing market landscape and developing cross-functional expertise in its employees. TPS employs a team of functional experts to provide energy management services to customers in each U.S. power market. Each member of the energy management team, including both commercial and back-office roles, is fully involved in all aspects of their specific market function, including participating in stakeholder meetings, market design, and market training. This integrated approach enables each energy management customer to benefit from TPS's extensive market knowledge, deep understanding of the regional energy markets, and ability to execute transactions to provide risk management services and create incremental value.

TPS has managed assets for over 300 energy management customers, comprised of independent power producers, municipal electric utilities, electric cooperatives, renewable generation facilities, large industrial and cogeneration facilities, retail loads, demand response participants, and energy storage assets. The vast diversity of TPS's customer base has given TPS experience with many different technology types, customer characteristics, and market segments and has well-equipped our team to provide a comprehensive set of energy management services.

TPS's solid reputation as a top-tier energy management firm is also demonstrated by the fact that over twenty-five years ago, TPS entered the energy management business with an agreement to provide services to the Brownsville Public Utilities Board (BPUB). TPS performs an extensive array of energy management services for BPUB, including energy procurement, risk management, facility optimization, market interface, scheduling, settlement services, and transmission revenue rights optimization. This relationship has evolved and expanded, and we are proud that we continue to serve BPUB today.

While TPS is acutely attuned to reliability issues and is extremely sensitive to risk management concerns, TPS's business focus is adding value for its customers. TPS's talented energy management team has a proven record of successfully managing risk and optimizing revenues for generation and load customers.

As a demonstration of TPS's strong focus on providing energy management services, TPS maintains a dedicated Energy Management group staffed with experienced energy managers and support personnel. This enables TPS to assign a dedicated energy manager to each customer to provide a single point of contact for any customer request.

Each Energy Manager is responsible for working with the customer to develop long and short-term optimization strategies, utilizing information provided by TPS's trading and market analysis groups as well as customer specific parameters to recommend optimization strategies. Upon determination of an optimization strategy with each customer, the Energy Manager will oversee execution of the strategy and monitor its performance. The Energy Manager actively seeks opportunities to improve each customer's economic performance through extracting maximum value from their assets and positions.

Tenaska currently is under contract with the State's two largest CCAs, Clean Power Alliance (Los Angeles and Ventura counties and cities within those counties) and San Diego Community Power (city of San Diego, county of San Diego and additional cities within the County) to provide these services.

CALPINE ENERGY SOLUTIONS

Calpine is the premier provider of Billing, Data Management, and Customer Service for Community Choice Aggregators (CCA) across California. For more than a decade, our team has



helped over 170 local governments bring lower bills, energy choice, and economic development to their communities. We help launch California's first CCA, MCE Clean Energy, in 2010, and since then helped 22 additional CCAs start-up operations. Calpine boasts the high billing accuracy of any provider in the nation, with over 99.999% accurate billing, measured across over half a billion bills. As of January 2024, Calpine supports over 5 million meters covering over 20 CCAs nationwide.

Headquartered in San Diego, California, Calpine has over 300 full-time employees with a management team averaging more than 20 years of energy experience. Our company has served California commercial and industrial customers since the market deregulated in 1998. We have over 12 years of experience in billing and data management with California's CCAs and over twenty years of experience exchanging customer data with California's utilities in support of this industry. Working with all three investor-owned electric utilities in California has honed our craft; we have built highly sophisticated systems and processes to account for innumerable nuances and brought these hard-earned benefits to all our CCA partners.

Additionally, Calpine maintains our best-in-class status by working with industry leading partners to provide new tools and intelligence to our clients. We are the only provider in the market that offers advanced data analytics, targeting, forecasting, and grid flexibility as-a-service through our partnership with Recurve Analytics. Calpine also brings a wealth of experience in customer behavior and research through our research team and we are the only provider actively working with CCAs to utilize behavioral science to maximize customer participation and engagement.

Our seasoned background and tenacious drive to improve is how we achieve the highest billing accuracy in the industry, and we firmly believe there is no other vendor in this space as prepared, well-staffed, or as experienced that can also provide the level of technological sophistication and service support to enhance every aspect of a CCA's operations.

THE ENERGY COALITION (TEC)

For almost fifty years, TEC has been deeply immersed in the complex and ever-changing energy landscape, helping to shape the solutions of tomorrow while addressing the needs of today. Working with the public sector, TEC designs and delivers projects that create shared social, environmental, and economic benefits. We identify and help partners access funding, removing barriers to smart energy strategies. We help cities, counties, school districts, water agencies, Regional Energy Networks (RENS), and Community Choice Aggregators (CCAs) with projects that transform energy use and generate much-needed capital. To date, TEC has successfully supported public agencies in securing approximately over \$170M in funding from a variety of federal, state, and local agencies.



- The Inflation Reduction Act (IRA) recently created a new program: the Greenhouse Gas Reduction Fund. This first-of-its-kind program will provide \$27 billion in competitive grants for clean energy and climate projects that reduce greenhouse gas emissions—with an emphasis on projects that benefit low-income and disadvantaged communities.
- The Infrastructure and Investment Jobs Act (IIJA) will provide \$550 million through the Department of Energy (DOE's) Energy Efficiency and Conservation Block Grants (EECBG) to help states, local governments, and tribes reduce energy use, reduce fossil fuel emissions, and improve energy efficiency.

- IJIA will also provide \$500 million through the Department of Energy (DOE's) Renew America's Schools program to fund energy improvements at public K-12 school facilities. Improvements cover energy efficiency, ventilation, renewable energy, alternative vehicles, and alternative fuel vehicle infrastructure at one or more school sites located in an areas of high needs.
- The California Governor's Office of Planning and Research (OPR) Integrated Climate Adaptation and Resiliency Program (ICARP) is offering \$250 million under their Regional Resilience Planning and Implementation Grant Program (RRGP) to help address local, regional, and tribal climate resilience needs at the regional scale.
- The California Strategic Growth Council's (SGC) Community Resilience Centers (CRC) program will offer \$270 million to fund new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. The program will also fund year-round services and ongoing programming that build overall community resilience.
- The California Strategic Growth Council's (SGC) Transformative Climate Communities (TCC) program will release the 5th round of awards providing over \$163 million across planning grants, project development grants and implementation grants to fund development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities.

BEST BEST & KRIEGER (BBK)

Established in 1891, Best Best & Krieger, LLP (BBK) is a full-service public agency law firm with over 250 attorneys and 12 offices nationwide, with attorneys licensed and clients in Arizona including the City of Lake Havasu. Our attorneys are especially well qualified to provide the highest quality legal representation.



Our professionals focus on virtually all practices of law that may confront a public agency. We help public clients successfully maneuver through legal complexities and government mandates. Because BBK has a history of extensive involvement in all aspects of public law, we have pioneered methods to deliver advisory, regulatory, transactional and litigation services in a comprehensive, efficient, and cost-effective manner. BBK currently provides legal services to over 700 public agency clients in various capacities.

BBK offers strategic counsel to clients throughout California and the U.S. on utilities regulation, administrative law, environmental law and public agency governance matters. Their energy practice spans regulatory, transactional and business issues in the areas of energy, gas, water quality, air quality, wastewater, solid waste and climate change. They also has extensive experience with project development, entitlement and permitting matters, particularly with respect to large-scale infrastructure. BBK represents clients on utility matters before a number of federal and state agencies as well as on utility transactional, business and governance matters. He represents a number of California community choice aggregators, commonly known as CCAs, and communities exploring CCA on all aspects of formation. This includes governance, implementation, regulatory and procurement matters. BBK advises clients on forming electric municipal owned utilities and acquiring utility assets, including recent efforts in Colorado. They negotiate regularly with utility companies and advise on utility rules and tariffs.

BBK advises community choice aggregators on feasibility, formation and implementation, including creation of enterprise funds and joint powers agencies, consultant contracts, energy and resource adequacy procurement, and CPUC and CEC regulation. Clients include Western Community Energy, Desert Community Energy, Clean Power Alliance, San Jose Clean Energy, San Jacinto Power, the County of San Diego and various cities and counties exploring CCA or joining an existing CCA.

AADVANTAGE COMMUNICATIONS, JOHN VALDIVIA, PRESIDENT/CEO

Founded in 2015, AADVANTAGE COMMUNICATONS is government relations, public policy and research advisory firm based in Southern California (San Bernardino). Established on the core foundation of knowledge, data, and experience, AADVANTAGE COMMUNICATIONS works collaboratively with clients and partners to deliver results.

With passionate strides about the work we do, we are vested in positively impacting people's lives and contributing to the communities in which we work through data guided strategies and lobbying efforts to garner trust and support for our clients desired outcomes.

Our focus and precision approach allows consideration for unique and tailored efforts and an awareness of client and community needs which are steadfast in our dedication to each project and its outcomes.

Our history of proven success and long-lasting relationships with clients and colleagues has yielded the trust and loyalty of these partnerships. Most importantly, AADVANTAGE COMMUNCIATIONS work has always been built on a foundation of relationships with federal, state, county and local government officials.

Our research coupled with a pragmatic approach affords us the ability to offer clients educated and objective guidance based on reliable professional and seasoned experience in these specialty areas such as: Government Relations, Public Policy, Market Research, Sales/Marketing, Sales Targeting/Brand Development, Public Affairs, Crisis Management, Community Engagement and Focus Groups.

We also offer advising in economic and community development along with land use and development, and formation of public private partnership {PPP} efforts through JPA formation (joint powers authority and quasi-government formation) through land annexation.

Our commitment is founded upon objectivity, diligence, care, and profitability for our clients. Our approach is designed to exceed the expectations of our clients and their strategic growth plans. From AADVANTAGE COMMUNICATIONS, our commitment and dedication are centered around:

- Clear communication, strict timelines, and a dedicated team to achieve your goals.
- Integration as part of your team, in a collaborative manner, to facilitate transparency and accountability in all that we do to deliver core objectives.
- Frequent meetings will be scheduled to address successes, concerns, updates, and opportunities to continue to move projects forward towards the end objectives.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.



ATTACHMENT C Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.