

COUNTY OF VENTURA CONTRACT NUMBER # 8078
CONTRACT

This Contract entered into this first day of August, 2019, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Community Action Partnership of San Luis Obispo County, Inc., hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material.

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing 3C-REN Direct Install services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including

hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from August 1, 2019, through June 30, 2020, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. TERMINATION

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Alejandra Tellez or his/her authorized representative.

14. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Community Action Partnership
Of San Luis Obispo County, Inc.
1030 Southwood Drive
San Luis Obispo, CA 93401

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. ORDER OF PRECEDENCE

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #5977
3. Contactor's Best and Final dated August 9, 2019

20. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

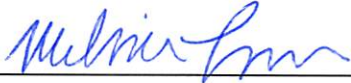
Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, subcontractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA



Authorized Signature

Melissa Lorenzen

Printed Name

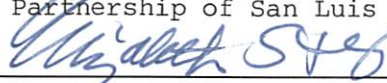
Buyer

Title

October 30, 2019

Date

CONTRACTOR* Community Action
Partnership of San Luis Obispo County, Inc.



Authorized Signature

Elizabeth "Biz" Steinberg

Printed Name

Chief Executive Officer

Title

12/5/19

Date

95-2410253

Tax Identification Number

C0501110

Secretary of State Entity Number



CONTRACTOR*

Authorized Signature

Joan Limov

Printed Name

Chief Financial Officer

Title

12/5/19

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

DEC 11 '19 3:57 PM

EXHIBIT "A"

CONTRACTOR RESPONSIBILITIES

See Exhibit A Scope of Work

COMPENSATION SCHEDULE

Payment terms are typically Net 30 Days, in arrears for services rendered or deliverables based. Upfront payments are allowed in limited situations. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

Exhibit A

3.1 Scope of Work

Task 1. Marketing, Education, and Outreach

Marketing, Education, and Outreach (ME&O) activities include any communications designed to identify, reach and motivate potential program participants to participate in a 3C-REN DI program. ME&O activities include, but are not limited to, the following:

- Identify leads for which the RES DI program is the best choice, and which are not better suited to an IOU or other state/federal program.
- Conduct targeted outreach in coordination with the counties leveraging existing resources and channels (e.g. newsletters, websites, outreach events, etc.).
- Initiate expanded outreach with possible activities including coordinating joint events, direct mailings to specific target groups, attending and presenting at community events hosted by partner organizations with support from 3C-REN.
- Provide input to 3C-REN for development of a suite of collateral for various audiences including all materials in Spanish.
- Provide participation and exhibit support at events such as Earth Day festivals and home buying fairs.
- Incorporate program into social media outlets such as Facebook and Nextdoor Network.

Task 2. Program Design and Implementation

A process flow chart that details the program as currently designed is included as Attachment 1 for the Proposer's reference. Activities include, but are not limited to, the following:

- Customer Qualification & Intake:
 - Collect customer contact and home information;
 - Verification of hard-to-reach qualification:
 - Income - qualify for CARE and/or FERA program,
 - Location of residence,
 - Single Family or Multi Family property,
 - Renter or owner, and/or
 - Primary language spoken;
 - Connect ineligible customers to other relevant IOU or other energy upgrade programs.
- Scheduling & Communication:
 - Coordinate with customer to schedule in-person visit,
 - Communicate with customer to confirm appointments, send reminders, and follow up with next step options, and
 - Periodically re-engage inactive/stagnant customers.
- Program Design:
 - Finalize and maintain, in collaboration with 3C-REN, the program implementation plan, including the final program design, program

goals and performance metrics, marketing and outreach plan, program workflow, and a standard operating program procedures manual.

- Develop a plan to install measures over time, helping customers prioritize projects and understand which order they should be done in for greatest impact.
- Regularly provide recommendations to 3C-REN for adding or removing measures and services to improve the performance of the program.

- Program Implementation:

- Provide Energy Advisor services as an objective third party who will be available for customer guidance at each phase of a project.
- Perform initial in-home visits to collect information on the home, install DI measures, and provide customer education on new measures and possibilities for additional improvements. Suggest behavioral changes and easy actions the customer can take to reduce energy use.
- Provide information on opportunities for bundling no-cost DI measures with more substantial co-pay measures:
 - Co-Pay Measures: Single-measure upgrades will be offered to the customer at cost, with an instant discount (incentive) available up to an incentive cap. Customers will provide payment at the time of installation and will receive the discount (incentive) at the time of payment.
 - Bundled Measures: Bundled measures include a fixed set of measures that are more comprehensive, have a higher cost, and offer more energy savings. Customers who are interested in going further than single-measure upgrades will be offered additional incentives to install bundled measures that achieve even greater energy savings.
- Provide technical advice, pricing information, cost-benefit analysis, information on financing options, and help customers develop a scope of work.
- Provide crews to complete direct installation of energy efficiency measures identified during the in-home site visit and agreed to by the participant.
- Obtain required permits for energy efficiency measures and ensure compliance with state and local energy codes.
- Be responsible for purchasing and maintaining an adequate supply of high-quality materials and store all materials.
- Continue to engage participating customers to monitor energy savings achieved and to encourage further energy conservation actions.
- Perform desktop quality assurance of project information and process incentive.

- Reporting:
 - Coordinate with 3C-REN staff regarding customer project incentive processing and payments, and reporting.
 - Prepare and submit monthly, annual, and ad hoc reports on activities and progress towards goals.
 - Prepare and submit monthly invoicing.

EXHIBIT B – COMPENSATION

Task 1 Marketing, Education, and Outreach

Costs for this activity will be charged at a rate of \$110.00 per hour plus the cost of any marketing and outreach materials.

Task 2 Program Design and Implementation

Program design and implementation will be billed on a fixed price, \$45,598.67. Installation measures should be priced on a per unit cost basis to include both labor and materials – reference attached Exhibit B.

Extra costs will be charged on a time and material basis at a rate of \$110.00 per hour.

Exhibit B

TASK 2 - PROGRAM DESIGN AND IMPLEMENTATION

Program Design and Implementation will be billed on fixed price of \$45,598.67 . Installation measures should be priced on a per unit cost basis to include both labor and materials.

Program	Measure Category	DI Measure List Name	Dwelling Type	Climate Zone	Baseline and Min Efficiency	Per Unit Cost
DI	DHW	Showerhead with TRV (electric)	SFm/MFm	All		\$ 53.50
DI	DHW	Showerhead with TRV (Gas)	SFm/MFm	All		\$ 53.50
DI	HVAC- Air Sealing	Air Sealing without diagnostics (caulking and weather stripping)	SFm/MFm	All	Caulking and weather stripping	\$ 438.90
DI/CoPay	HVAC- Air Sealing	Air Sealing with diagnostics	SFm/MFm	All	Includes blower door testing	\$ 923.86
DI	Lighting	LED Lamps	SFm/MFm	All	Existing lamps are CFL; Must meet min T24 Code	\$ 7.96
DI	Lighting	LED Fixtures	SFm/MFm	All	Must meet min T24 Code	\$ 72.40
DI	HVAC-Duct Sealing	Duct Sealing with visual inspection	SFm/MFm	All		\$ 185.00
DI	HVAC-Duct Sealing	Duct Sealing with visual inspection and smoke stick	SFm/MFm	All		\$ 290.00
DI/CoPay	HVAC-Duct Sealing	Duct Sealing with diagnostic testing- Med to Low	SFm/MFm	All	Total leakage reduced from 25% to <15%	\$ 640.00
DI/CoPay	HVAC-Duct Sealing	Duct Sealing with diagnostic testing- High to Low	SFm/MFm	All	Total leakage reduced from 40%-35% to <15%	\$ 830.00
DI/CoPay	HVAC Maintenance	HVAC Tune-Up- Comprehensive	SFm/MFm	All	Participant could qualify for a comprehensive HVAC Tune-Up, or a combination of the measures listed. Participant can qualify for just one.	380-840
DI	HVAC Maintenance	HVAC Fan Controller	SFm/MFm	All		\$ 380.00
DI	HVAC Maintenance	Condenser Coil Cleaning	SFm/MFm	All		\$ 230.00
DI	HVAC Maintenance	Evaporator Coil Cleaning	SFm/MFm	All		\$ 230.00
DI	HVAC Maintenance	Decrease Refrigerant Charge - System with No thermal expansion valve (TXV)	SFm/MFm	All		\$ 170.00
DI	HVAC Maintenance	Decrease Refrigerant Charge - System with thermal expansion valve (TXV)	SFm/MFm	All		\$ 180.00
DI	HVAC Maintenance	Increase Refrigerant Charge - System with No thermal expansion valve (TXV)	SFm/MFm	All		\$ 180.00
DI	HVAC Maintenance	Increase Refrigerant Charge - System with thermal expansion valve (TXV)	SFm/MFm	All		\$ 196.00
DI	Plug load	Smart Power Strip	SFm/MFm	All	No existing power strips	\$ 62.00
DI	Plug load	Smart Thermostat	SFm/MFm	All	No existing smart thermostat	\$ 194.00
CoPay	Appliances	Energy Star Refrigerator	SFm/MFm	All	Must meet min T24 Code	\$ 1,467.00
CoPay	DHW	Heat Pump Water Heater	SFm/MFm	All	Must meet min T24 Code	\$ 2,990.00
CoPay	DHW	Instantaneous Gas Water Heater	SFm/MFm	All	Must meet min T24 Code	\$ 2,040.00
CoPay	DHW	Gas Storage Water Heater	SFm/MFm	All	Must meet min T24 Code	\$ 1,920.00
CoPay	DHW	Pipe Insulation	SFm/MFm	All		\$ 24.00
CoPay	Building Envelope	Attic Insulation	SFm/MFm	All	Must meet min T24 Code	\$ 1.52