



C o u n t y o f S a n L u i s O b i s p o

# GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

## REQUEST FOR PROPOSAL PS- #1216 RENEWABLE ENERGY STREAMLINING PROGRAM

May 6, 2013

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for a Renewable Energy Streamlining Program.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) hard copies and one (1) electronic copy (on CD) of your proposal on May 29, 2013 by 3:00 p.m. to:

County of San Luis Obispo  
DEBBIE BELT, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact James Caruso at (805) 781-5702.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to James Caruso at: [jcaruso@co.slo.ca.us](mailto:jcaruso@co.slo.ca.us). All questions will receive a response within two (2) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT  
Buyer – GSA Purchasing  
[dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us)

**RENEWABLE ENERGY STREAMLINING PROGRAM**

**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

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

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**RENEWABLE ENERGY STREAMLINING PROGRAM****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of six (6) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on May 29, 2013. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: DEBBIE BELT  
Telephone: (805) 781-5903

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

6. This Request for Proposal does not constitute an offer of employment or to contract for services.

7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.

8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.

9. All proposals shall remain firm for sixty (60) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and

**RENEWABLE ENERGY STREAMLINING PROGRAM**

conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

**RENEWABLE ENERGY STREAMLINING PROGRAM****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$2,000,000 General Liability Insurance and \$2,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee. See Appendix A – Sample County Contract for complete insurance requirements.
  - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
  - d. See indemnification requirement in Appendix A – Sample County Contract.

**RENEWABLE ENERGY STREAMLINING PROGRAM****PROJECT SCOPE****SECTION 1 - GENERAL INFORMATION****1.1 PURPOSE**

The purpose of this request for proposals (RFP) is to provide interested parties with sufficient information to enable consulting firms to submit proposals concerning preparation of a **Renewable Energy Streamlining Program** for the County of San Luis Obispo. The work is funded by a grant from the California Energy Commission (CEC).

**1.2 RIGHT OF REJECTION**

The County reserves the right to reject any or all proposals received as a result of this request. The County will not pay for any information contained in the proposals obtained from participating firms. The County is not liable for costs incurred by firms prior to issuance of a contract. The County also may negotiate separately with any source in any manner necessary to serve the best interest of the County. This request for proposals is made for information and planning purposes only. Awards (if made) will not be made solely on the basis of proposals resulting from this request.

**1.3 HOW TO SUBMIT PROPOSALS**

In order for proposals to be examined and evaluated by the Department of Planning and Building, the County requests six (6) hard copies of the proposal and one (1) electronic copy including any supportive materials. Proposals must be delivered no later than 3 p.m., May 29, 2013. Please ship copies so as to insure prompt delivery to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: DEBBIE BELT  
Telephone: (805) 781-5903

Once submitted, the proposals and any supplementary documents become the property of the County.

**1.4 ACCEPTANCE OF PROPOSAL CONTENT**

If a contract is awarded as a result of a response to this request, the County will select the successful individual or firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that methods and procedures proposed are likely to become contractual obligations.

**RENEWABLE ENERGY STREAMLINING PROGRAM****1.5 INQUIRIES**

If the consultant has any questions regarding this RFP, contact James Caruso at (805) 781-5702 (jcaruso@co.slo.ca.us).

**1.6 CONTRACT AMOUNT**

The consultant shall prepare a fixed cost estimate for the services requested in this RFP. The not-to-exceed cost may include the extent of work that the consultant considers realistic to comply with this scope of work. Additional meetings, community meetings, public hearings beyond those called for in this RFP may be bid on a time and materials basis. **The work shall not exceed \$528,000.**

**1.7 PROJECT LOCATION**

The Renewable Energy Streamlining Program (RESP) shall address the unincorporated County jurisdiction. However, one of the goals of the program is to create a land use template that could be used by other local jurisdictions.

**1.8 PROJECT DESCRIPTION/BACKGROUND**

The County General Plan sets a vision for renewable energy development in the county:

- A sustainable energy supply will include greater reliance on renewable energy sources such as solar and wind power. County operations are specifically targeted to pursue environmentally sustainable local energy supplies.
- An increase in the use of renewable energy resources will require some revisions to County ordinances and policies. These revisions will facilitate the use of renewable energy such as wind, solar, geothermal and cogeneration.
- Promote the development of sustainable energy sources and renewable energy projects through streamlined planning and development rules, codes, processing, and other incentives.
- Designate and protect areas that contain renewable energy resources such as wind, solar, geothermal, and small hydroelectric.

These goals of the County General Plan will be implemented through the work funded by the CEC grant. However, the County's Conservation and Open Space Element (COSE) already contains the start of a policy basis for establishing a "combining designation" (zoning overlay) for renewable energy development. The consultant tasks described in detail below will result in: 1) new General Plan policies addressing specific renewable energy issues, 2) regulatory ordinances that streamline eligible renewable energy projects (eligibility for streamlining will also be determined through these tasks), 3) high-level, innovative and facilitated stakeholder outreach activities, 4) creation of a Renewable Energy (RE) combining designation where permit streamlining is applicable; and 5) preparation of an EIR that will also be used to streamline the environmental review process for the new ordinance and subsequent eligible renewable energy development projects.

The consultant and technical expert(s) will also be tasked with reviewing and finalizing the resource, infrastructure and constraints mapping begun by the County. The expectation is that the technical

**RENEWABLE ENERGY STREAMLINING PROGRAM**

experts will help make the final decisions on infrastructure capabilities such as substations, high-voltage lines and system capacities.

The County expects the consultant team to prepare mapping selection criteria; conduct stakeholder outreach; prepare an EIR; and prepare policies, regulatory programs and standards that will streamline project review. The work products are to be innovative and comprehensive and follow the general outline of the County's initial program. The County has developed the initial policy direction for renewable energy development and streamlining; however, it is the County's expectation that the consultant will also "think for themselves" and improve upon the County's initial program focus, ideas and streamlining mechanisms.

**1.9 GRANT AGREEMENT AND CONSULTANT CONTRACT**

This program is funded by a grant from the California Energy Commission. It is imperative that the consultant assist the County in meeting all provisions of the grant. The consultant and its subcontractors will be required to comply with all applicable provisions of the grant agreement between the County and the California Energy Commission. The expected terms and conditions of the grant agreement are attached. Those terms and conditions state that it is the Energy Commission's policy to retain 10 percent of any payment request from the County until after completion of the project. Accordingly, the County may include a provision in its contract with the consultant to hold back 10 percent of each payment request for a completed project milestone until completion of the entire project.

**Indemnification and Insurance Requirements**

See indemnification and insurance requirements in Appendix A – Sample County Contract.

**SECTION 2 - SCOPE OF WORK**

The following is intended to provide the consultant a basis on which to prepare a proposal. This will include the overall process envisioned (and what role the consultant would play), what tasks or information are expected to be completed by the consultant and what work would be prepared by staff.

**2.1 GENERAL REQUIREMENTS**

The following summary of the major steps envisioned to complete this work is based on language in the County's grant application:

- *Resource, Infrastructure and Conditions Mapping Program:* One of the keys to the success of this program is to identify locations of infrastructure needed to support renewable energy development. While it is important to know where the most favorable renewable energy potential is located, the availability of the infrastructure to connect the new power to the grid is equally if not more important. The mapping work will lead to creation of the RE combining designation. These mapped areas will be part of the County General Plan and will identify the confluence of resource opportunities, constraints and availability of infrastructure. The criteria used to select these RE areas will be determined with the help of industry and other expertise gained through the stakeholder outreach process, and by a consultant.

**RENEWABLE ENERGY STREAMLINING PROGRAM**

- *Stakeholder Outreach:* Stakeholders in this program include the renewable energy industry, individuals and organizations interested in distributed generation, community advisory groups, agriculturalists, cities, special districts, schools and major power users. The Planning and Building Department will consult with stakeholders from industry, interested parties, and the environmental community to help guide the program. Consultant-developed and led in-depth, focused and facilitated individual and group interviews will be used to identify stakeholder attitudes, needs and program direction. Final interviews will be held to allow for an exchange of ideas, discussion among stakeholders and to inform the final streamlining program.
- *General Plan Policy Development:* While the County has added many general plan policies that address renewable energy development, additional policy work remains to be done. The COSE renewable energy policies and strategies must be reviewed and more focused streamlining language needs to be adopted. For example, the Framework for Planning (Part I of the Land Use Element) and Agriculture Element of the County General Plan need to be amended to describe the special status of and priority for renewable energy development. Other General Plan Elements and policies may also need to be revised. The new General Plan policies will clarify and ensure that in the RE combining designation, renewable energy projects meeting specified criteria will be a priority use.
- *Ordinance Development:* The work to revise the County's ordinances includes creation of a tiered approach to renewable energy development. The approach is similar to the California County Planning Director's model solar ordinance. In the County's case, the specific work includes creation of new allowable use matrices, creation of a new RE combining designation and development of standards prioritizing renewable energy development in areas mapped as an RE designation. Renewable energy development will be considered in tiers similar to the model ordinance done by the California Counties Planning Director Association (CCPDA).
- *Combining Designation Development:* The County General Plan includes combining designations that identify important natural resources. The existing combining designations include extractive resources (sand and gravel mining and mineral resources), sensitive resource areas addressing significant visual and biological resources, geologic areas identifying significant geologic risks and historical areas that identify important historical and cultural resources. The purposes of the RE combining designation will be to 1) recognize and give priority to renewable energy development over other development and protection of other resources; and 2) prevent encroachment of incompatible land uses. In the RE combining designation, proposed development other than eligible renewable energy projects will have to be compatible with renewable energy development.
- *CEQA:* A draft and Final EIR will be prepared for the General Plan and ordinance revisions. The Consultant will work with the County to prepare a project description that will then be used to prepare a Notice of Preparation and an Initial Study. In the interest of time, the consultant selection process will be shortened so that a consultant is involved in the general plan and ordinance revision process and during the first stages of the Resource, Infrastructure and Conditions Mapping Program.

The EIR's project area will be informed by the results of the Resource, Infrastructure and Conditions Mapping Program and the extent of the new Renewable Energy combining

**RENEWABLE ENERGY STREAMLINING PROGRAM**

designation. The EIR will contain site-level environmental analyses of the proposed RE combining designations and alternative RE combining designation locations. In order for this environmental review to be useful in the streamlining program, the EIR will have to be detailed enough to use for subsequent, eligible renewable energy projects. The consultant will be expected to estimate the acres of land to be included in this level of review, consistent with the proposed EIR budget.

- *Meetings and Public Hearings:* The County standard public hearing process for major general plan amendments and ordinance amendments will be followed. Once the comment period on the Draft EIR is completed, the consultant will prepare responses to comments and a Final EIR. The consultant should expect to attend at least two Planning Commission hearings and two Board of Supervisors hearings. Key team members should participate as needed.

The consultant will also prepare status reports and present the reports to the Planning Commission and Board of Supervisors. Two reports each will be given to the Commission and Board during the program development period. In addition, the consultant will attend and present reports to advisory committees and other organizations.

**2.2 CONSULTANT EXPERTISE**

The grant time frame (the project must end by March 31, 2015) and the variety of disciplines involved in this project lead the County to seek a consultant with a broad range of expertise in renewable energy planning, engineering, development, permit processing, policy and ordinance development, environmental review, and public outreach. The County understands that sub-consultants may be needed, in particular, a specialist in energy distribution and transmission. However, the County seeks to minimize the number of sub-consultants in order to ensure fast and efficient County-consultant communication, direction, reporting and billing.

The consultant must have the abilities and willingness to closely collaborate with County staff throughout the process, take direction and switch directions quickly when needed. At the same time, the County seeks a consultant that will think on their own creatively and propose alternative solutions as needed. The consultant shall show a proven record in innovative and effective stakeholder outreach, general plan policy and regulatory program preparation, CEQA and project management.

**2.3 BACKGROUND INFORMATION**

To provide background information and facilitate the timely preparation of proposals and environmental documents, the following are among the documents that are available for review at the Department of Planning and Building. Many of these documents are available on the Department web site, [www.sloplanning.org](http://www.sloplanning.org).

- Grant Application to the CEC  
<http://agenda.slocounty.ca.gov/agenda/sanluisobispo/Proposal.html?select=2060>
- Conservation and Open Space Element (2011)
- County EnergyWise Plan – February 2012
- Framework for Planning-Part I of the Land Use Element
- County Land Use Ordinance (Title 22)
- Land Use Element Area Plans
- Resource Management System Summary Report (2010-2012)

**RENEWABLE ENERGY STREAMLINING PROGRAM**

- Clean Air Plan and Technical Appendices (1995) including emissions inventory, stationary source control and Meteorology\*.
- Agriculture Element (2011)
- Rural Settlement Pattern Strategy - Phases I - III
- A Study of Non-conforming Subdivisions in Rural Areas (Nov. 1977) \*
- County's Smart Growth Criteria for Development Projects
- County maps and GIS data

\* Available for review in-house only (for proposal writing purposes).

**2.4 GENERAL INFORMATION**

The consultant shall assist the County in preparation of a Renewable Energy Streamlining Program. The consultant is expected to collaborate closely with County staff, develop a comprehensive stakeholder outreach program and conduct that outreach, develop specific renewable energy policies that build on existing COSE policies, create and/or revise regulations that prioritize selected types of renewable energy projects in selected areas, prepare an EIR that can be utilized for future renewable energy projects in RE combining designations and support County staff at public meetings and hearings.

The primary expectation of the consultant's work is to produce an effective streamlining program for selected renewable energy projects and to assist in identifying the location of the RE combining designation where the streamlining program would apply. The consultant is challenged to build on the County's existing policy basis to create a streamlined process for eligible renewable energy projects. The following is a detailed list of tasks based on the general requirements in Section 2.1 above.

**2.5 TASKS****Task 1 PROJECT ADMINISTRATION**

There is no consultant involvement in this task. This is a California Energy Commission-Recipient task. However, the consultant will be expected to support the County's reporting to the CEC.

**Task 2 PROJECT MANAGEMENT**

The consultant shall provide necessary project management and administrative activities in order to track project progress, maintain the schedule and budget, respond to requests for information, and to participate in meetings with County staff. At a minimum, the consultant shall:

- Provide for regular meetings between its project manager and the County's project manager. These meetings will review management and administrative activities that have occurred since the last meeting and identify issues that need resolution.
- Provide regular written updates to the County project manager on the conduct of the work; especially regarding budget expenditures.
- Consult with other agencies, including the County Agriculture Department and the Air Pollution Control District.
- Perform other project management tasks necessary for the consultant to actively manage the day-to-day program work.

**RENEWABLE ENERGY STREAMLINING PROGRAM****Task 3 RESOURCE, INFRASTRUCTURE AND CONSTRAINTS MAPPING**

The County will begin data collection and mapping prior to initiating a consultant contract. The County has compiled solar and wind data and/or maps from National Oceanic and Atmospheric Administration (NOAA), the Renewable Energy Transmission Initiative (RETI) and the County's Renewable Energy Secure Communities study (RESCO). County staff will have already started the mapping of resources, infrastructure and environmental and other constraints (using County-developed models) prior to contract approval. The consultant will be expected to assist in the completion of this task as follows:

- Review the County's mapping work to date and make recommendations for mapping program changes or additions.
- Assist the County in determining the key constraints to streamlined renewable energy development and their relative importance, such as agricultural soils, slopes, orientation, elevation, climate, haze, wind speeds, birds, visual and biological resources.
- The technical consultant will take a lead role in finalizing mapping of important infrastructure and collaborating with PG&E. The technical consultant will provide the expertise to determine where infrastructure is available for streamlined renewable energy development.
- Develop RE combining designation selection criteria and recommend RE combining designation locations based on mapping results.

**Task 4 STAKEHOLDER OUTREACH**

The County expects the consultant to complete an intensive stakeholder outreach program in a relatively short period of time. It is expected that the process will entail specialized, focused and facilitated interviews with various individual stakeholders and groups. Industry stakeholders will be asked to identify (perhaps rate if appropriate through the use of electronic polling technology) regulatory streamlining programs that are useful to the industry. Other individual stakeholders and groups will be interviewed to determine if and where conflicts exist. County staff will assist with arrangements for interviews, for example, securing any needed meeting locations.

The consultant shall, at a minimum:

- Design the final stakeholder outreach program.
- Interview individuals and groups to help formulate streamlining ideas.
- Interview industry stakeholders to identify workable streamlining mechanisms.
- Interview agriculturalists to identify conflicts with industry-identified streamlining.
- Interview other groups of stakeholders to identify conflicts with industry-identified streamlining.
- Conduct follow-up interviews and/or group discussions to "close the loop" on the stakeholder interviews in order to enable interaction among stakeholders and possible resolution of differences in order to finish policy and ordinance work.
- At least four stakeholder groups will be interviewed in small groups or individually. These groups are: industry; agriculture, environmental, property owners. Consider at least several interviews in each stakeholder groups.
- In consultation with County staff, produce and maintain an electronic database of key stakeholders with ongoing updates throughout the process.
- Create a program web page with content and links, with ongoing updates throughout the process.
- Provide periodic updates to key stakeholder groups with meeting summaries.
- Prepare a final outreach report with an analysis of findings and recommendations.

**RENEWABLE ENERGY STREAMLINING PROGRAM****Task 5 DRAFT STREAMLINING PROGRAM**

This is the heart of the program, and it will require collaboration with County staff. County policies, ordinances and mapped land use designations will be revised to streamline eligible renewable energy projects. The primary tasks will include review of policy documents to remove obstacles to and conflicts with a streamlining process, addition of forward-thinking policies and standards that streamline the processing of eligible renewable energy projects, creation of a “combining designation” where approval of renewable energy projects will be streamlined and a re-writing of other County policy documents to acknowledge and provide for streamlining of renewable energy projects. The consultant shall at a minimum:

- Review state and County policies and regulations to form a baseline of applicable rules, regulations and policies.
- Prepare a memo describing the existing policy and regulatory baseline.
- Recommend the scale of renewable energy projects that the draft streamlining program will focus on in terms of power generation and acreage, recognizing that the County’s intent is to focus on the smaller-to mid-scale projects. The recommendation should consider economic, technical and environmental factors, as well as public comments from the preceding stakeholder outreach task. For what scale of projects is there demand from the industry? What scale of projects should the County focus on to get the most “bang for the buck”?
- Review all portions of the County General Plan and other documents to identify areas that need to be revised to reflect the new streamlining program.
- Prepare policies for the Energy and other chapters of the Conservation and Open Space Element, Agriculture Element, Land Use Element (including the Framework for Planning and the area plans) and other General Plan elements as needed to provide a strong, consistent and comprehensive policy basis for renewable energy streamlining.
- Prepare regulatory ordinances (consistent with the existing framework of Title 22 and especially Table 2-2) that streamline eligible renewable energy projects. The goal of the streamlining program is to provide for a ministerial level of approval for certain eligible renewable energy projects and a shortened, more certain discretionary process for other “tiers” of renewable energy projects. The County is already working on a draft ordinance for small wind generation projects of up to 50kw; the consultant is not expected to duplicate those efforts.
- Using the results of the Resource, Infrastructure and Constraints mapping task, amend Chapter 7 of the Framework for Planning to create a renewable energy combining designation and accompanying policy language.

**Task 6 CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The consultant will prepare a programmatic-level EIR with site-level environmental analyses of the areas proposed to be included in the RE combining designation, as well as alternative RE combining designation locations. In order for this environmental review to be useful in the streamlining program, the EIR will have to be detailed enough to use for subsequent projects. The consultant will be expected to estimate the acres of land to be included in this level of review, consistent with the proposed EIR budget. The consultant shall at a minimum:

- Work with the County to develop a comprehensive project description that covers all aspects of the Renewable Energy Streamlining Program. The project description will include a background

**RENEWABLE ENERGY STREAMLINING PROGRAM**

section describing the goals of the CEC grant and the purpose of the proposed general plan and ordinance amendments. It will also describe the siting criteria for renewable energy projects and the RE combining designation, as well as the project objectives, which will later be used to define alternatives to the proposed project.

- Initiate consultation with local and state agencies, including the SB18 consultation process. The Renewable Energy Streamlining Program is subject to tribal consultation because it would involve amendments, for example, to the Land Use Element, the Agriculture Element and the Conservation and Open Space Element of the San Luis Obispo County General Plan. Early consultation with other state and local agencies will lead to early discussion of issues.
- Prepare an Initial Study to determine whether or not the proposed project will result in significant environmental effects. The Initial Study will analyze the project's potential impacts in each of the environmental issue areas listed in Appendix G of the State CEQA Guidelines.
- Prepare a Notice of Preparation (NOP) that describes the proposed project, affected areas of the county, and the probable effects of the project as determined through the Initial Study.
- Distribute the NOP to the State Clearinghouse, responsible and trustee agencies, neighboring counties, the Native American Heritage Commission, and other interested parties.
- Prepare for and hold a scoping meeting. The purpose of the scoping meeting is to identify the range of actions, alternatives, environmental effects, methods of assessments, and mitigation measures to be analyzed in depth and to eliminate from detailed study those issues that are not important to the decision at hand.
- Prepare an Administrative Draft EIR (ADEIR). The ADEIR will analyze the project's individual and cumulative impacts in all environmental issue areas listed in Appendix G of the State CEQA guidelines. It will consider at least five alternatives (that may include alternative locations of the RE combining designation, alternative criteria for mapping the RE combining designation, and alternative criteria for the tiers of renewable energy projects) and identify feasible mitigation measures to reduce the project's impacts to less than significant levels. As a program-level environmental document, the EIR will have a broad focus; however, it will also include site-specific analyses for the areas in the county where renewable energy projects are most likely to be developed (i.e. within the proposed RE combining designation). The County will review the ADEIR and submit one set of unified comments to the consultant for use in revising the Draft EIR.
- Prepare a Draft EIR responding to the County's comments and revisions on the ADEIR.
- Submit 8 hard copies of the Draft EIR and 30 CD's including all appendices.
- Prepare a Notice of Availability of Draft EIR and mail notifications to a distribution list that includes all required parties.
- Prepare a Final EIR that includes responses to comments (public and agency) on the Draft EIR and make any necessary revisions to the Draft EIR. The consultant will organize all the comment letters received and review each letter to appropriately identify each comment contained within it.
- Submit 20 copies of the Final EIR and 30 CD's including all appendices.
- Prepare a Mitigation Monitoring and Reporting Program for inclusion in the Final EIR as required by CEQA.
- Prepare written findings as required by CEQA. Each finding will include a brief explanation of the rationale for each finding, pursuant to CEQA Sections 15091-15093 (if necessary). Also, prepare a Statement of Overriding Considerations if necessary and a discussion of alternative selection.

**RENEWABLE ENERGY STREAMLINING PROGRAM****Task 7 MEETINGS AND HEARINGS**

The County desires to keep the Planning Commission and Board of Supervisors up to date on the grant program. County staff will schedule two study sessions with the Commission and two with the Board of Supervisors. In addition, the consultant (two members of the team) will be available to attend four other community-level meetings (e.g. community advisory councils, Agricultural Liaison Advisory Board, Economic Vitality Corporation). Lastly, the consultant should budget attendance at four public hearings (two at the Planning Commission and two at the Board of Supervisors).

At a minimum, the consultant is expected to:

- Attend these meetings and hearings with at least two team members including the project manager.
- Assist in preparation of study session reports, updates, maps and all other written materials.
- Take notes during the meetings to memorialize opinions, directions, and attitudes toward the project as presented.
- Attend and participate in meetings with stakeholder groups, advisory councils, interested organizations and others.
- Assist in preparation of hearing staff reports, findings, and presentation materials for Planning Commission and Board of Supervisors hearings.
- Revise the Draft Streamlining Program in collaboration with County staff as needed to respond to Commission and Board direction.

**SECTION 3 - PROPOSAL CONTENT****3.1 FORM**

Proposals and supporting materials shall be submitted in six (6) hard copies and one (1) electronic copy suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP.

**3.2 PERSONNEL AND EXPERIENCE**

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. In particular, identify personnel with special experience in developing general plan policies and programs and ordinance standards, as well as conducting public outreach and interviews, facilitating meetings and resolving conflicts. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

**RENEWABLE ENERGY STREAMLINING PROGRAM****3.3 COORDINATION**

Describe the process for maintaining a close working relationship between the consultant and the County project manager. Considerable merit will be placed on a collaborative working relationship with County staff, including frequent and complete briefings of County staff on all work in process.

**3.4 TASK TIMETABLE AND COST ESTIMATES**

The proposal shall contain the tasks required to complete the project with a completion target date for each task. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, total cost. The project must end and all billings be received by 3-31-15.

**3.5 OBJECTIVITY**

All reports and plans are to be an independent, objective, and unbiased work product. Proposals shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document.

**3.6 SCOPE REVISIONS**

The consultant is encouraged to contribute creative ideas to this scope of work. If the consultant identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the consultant's proposal and included in the cost estimate.

**SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL**

The County of San Luis Obispo will evaluate the proposals based on, but not limited to, the following criteria:

**4.1 UNDERSTANDING OF THE SCOPE OF WORK**

- a. Demonstrated understanding of the project objectives.
- b. Consultant's approach to accomplishing the scope of work on scheduled and within the required grant time frame.
- c. Demonstrated knowledge of San Luis Obispo County issues.

**4.2 METHODS AND PROCEDURES**

- a. Consultant's general approach to evaluating the issues.
- b. Complete description of the procedures and analytical methods to be utilized.
- c. Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and interested parties in the planning process.

**RENEWABLE ENERGY STREAMLINING PROGRAM****4.3 MANAGEMENT, PERSONNEL AND EXPERIENCE**

- a. Qualifications of each participant and overall "skill-mix" for the firm.
- b. Prior experience and quality of similar plans, especially experience with rural communities.
- c. Policy development experience of project team.
- d. Information obtained by contacting references listed by the consultant.

**4.4 CONSULTATION AND COORDINATION**

- a. Procedures to be used to ensure close contact between consultant and the project team.
- b. Demonstrated experience in working with community groups and local government.
- c. Is there a "local presence" on the team? If all staff is located out of town, how can face-to-face communications take place?

**4.5 COST ESTIMATES**

- a. Timetable and costs for completing the project, with total and for each component.
- b. Are professionals and nonprofessionals used for the appropriate tasks in the proposal?
- c. Quality of product and extent of scope delivered for the consultant's fee
- d. Are the cost estimates reasonable for the work product proposed?

**4.6 SCHEDULE**

The consultant shall prepare a detailed schedule with key milestones identified. The schedule shall consider these approximate time frames:

	<b>Milestone</b>	<b>Time Frames</b>	<b>Cumulative Time frame</b>
a.	Begin consultant contract		0 days
b.	Complete mapping	50 days	50 days
c.	Complete selection criteria	45 days	95 days
d.	Stakeholder Outreach	60 days	155 days
e.	Streamlining Program	120 days	275 days
f.	Release Draft EIR	120 days	395 days
g.	Release Final EIR	75 days	470 days
h.	Final Board hearing	100 days	570 days

**Final Renewable Energy Streamlining Program must be adopted and all billings received by March 31, 2015.**

## APPENDIX A – SAMPLE COUNTY CONTRACT

### CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and \_\_\_\_\_ an independent contractor (hereinafter referred to as "Contractor").

#### WITNESSETH

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such

termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

**7. Equal Employment Opportunity.** During the performance of this Contract, the Contract or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

**8. Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**9. Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**10. Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the

venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**11. Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**12. Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

**13. Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

**14. Indemnification.**

**Indemnification pertaining to other than Professional Services:**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or County, including CONTRACTOR, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

**Indemnification pertaining to Professional Services:**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors they are directly responsible for.

Consultant agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including consultant, to the extent arising out of or in connection with the negligent acts or omissions, or willful misconduct in the performance by consultant hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought by the comparative passive negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

If any claim, demand, litigation or other challenge to the County is brought alleging a deficiency with the County's compliance under the California Environmental Quality Act, the County shall provide the initial legal response to such challenge and shall give the Consultant notice of the Challenge within ten (10) business days of the County's receipt of the challenge. If the case moves to litigation, the County shall provide the attorneys to defend the action. However, the Consultant shall assist in the defense by providing any and all documents, personnel who worked on the project, including sub-consultants, and any other in-house expertise that can assist the County in preparing for and presenting the defense to the CEQA challenge. Such assistance shall be at no cost to the County, and shall continue until the CEQA challenge is finally resolved. If the environmental study or documents need to be upgraded or modified, the Consultant shall accomplish the same at no cost to the County, unless the Consultant has advised the County in writing of the need to upgrade or modify the study or documents and the County has declined to follow the advice of the Consultant. If the County, Consultant or anyone in Consultant's chain of contractual privity is found to be liable for the claim, demand, challenge or litigation, including attorney's fees, the Consultant shall reimburse the County in accordance with the percentage of fault attributed to the Consultant. The reimbursement to the County shall include a reimbursement for the County's attorney's fees and costs of defending the suit apportioned by the same percentage of fault. If the percentage of fault is not included in a judgment, the percentage of fault shall be determined by agreement between the County and the Consultant or arbitration. Arbitration shall be in accordance with the California Code of Civil Procedure, section 1280 et seq.

## **15. Insurance**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed

operations, personal injury and advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

***(Not required if Contractor provides written verification it has no employees)***

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and \_\_\_\_\_ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**20. Reports.** [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in

which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

**21. Copyright. [OPTIONAL PARAGRAPH].** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**22. Findings Confidential. [OPTIONAL PARAGRAPH].** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**23. Performance Bond. [OPTIONAL PARAGRAPH].** At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

**24. Restrictive Covenant. [OPTIONAL PARAGRAPH].** Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

**25. Equipment and Supplies. [OPTIONAL PARAGRAPH].** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**26. Completed with FED LAW.** For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

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

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

CONTRACTOR:

\_\_\_\_\_

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

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

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_(Seal)

