

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

320



FROM: Executive Office


SUBMITTAL DATE:
January 4, 2016

SUBJECT: Community Choice Aggregation

RECOMMENDED MOTION: That the Board of Supervisors:
Direct the executive office to prepare a report summarizing the findings of a preliminary economic analysis of Community Choice Aggregation produced by Good Energy Inc. and report back to the Board in thirty days.

BACKGROUND:
Summary

Good Energy is conducting a Preliminary Economic Analysis for Riverside County to determine the community-wide economic benefits of developing a Community Choice Aggregation (CCA) program. A CCA is a state policy tool that enables local governments to aggregate electricity demand within their jurisdictions in order to procure alternative energy supplies while maintaining the electricity provider for transmission service. An economic value proposition is fundamental to assessing the viability of a CCA and a phased approach avoids significant upfront costs. If the economic study shows potential for ratepayer savings, the Board will be asked to consider a more comprehensive study.



Brian Nestande
Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	


SOURCE OF FUNDS: _____ **Budget Adjustment:** _____
For Fiscal Year: _____

C.E.O. RECOMMENDATION: **APPROVE**
County Executive Office Signature BY: 
George A. Johnson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 12, 2016
xc: E.O.

Kepia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: _____ | **District:** All | **Agenda Number:** _____

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Community Choice Aggregation

DATE: January 4, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Scope of work provide by Good Energy Inc.

- Evaluate the market opportunity for a CCA utilizing Riverside County's eligible electric accounts as defined above.
- A preliminary economic analysis of the county's unincorporated electric usage for the eligible accounts. This will include (as applicable) residential, commercial, government, agricultural, lighting, and manufacturing customer accounts.
- A comparison of the SCE rates to market prices in order to determine potential savings.
- A preliminary estimate of community-wide savings achieved through a CCA program for residents, small businesses, city-operated facilities, schools, hospitals, and other significant stake holders in the community.

Please note that this preliminary analysis is limited in scope, and designed to determine the community-wide economic opportunity of a CCA. Several key steps will need to be completed to fully implement a CCA program.

Impact on Residents and Businesses

The action presented should not affect residents or businesses within Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND GOOD ENERGY, L.P. FOR
CONSULTING SERVICES RELATING TO A COMMUNITY
CHOICE AGGREGATION PROGRAM**

This Professional Services Agreement (“Agreement”) is dated and effective as of January __, 2016 between the County of Riverside a political subdivision of the state of California (“County”) and Good Energy, L.P., a limited partnership with an office and principal place of business located at 232 Madison Avenue, Third Floor, New York, NY 10016 (“Consultant”).

RECITALS

A. The County has determined that it requires the services of Consultant to provide consulting services relating to the potential development of a community choice aggregation (“CCA”) program.

B. On November 11, 2015, Consultant submitted a proposal for consulting services relating to the potential development of a CCA program.

C. Consultant represents that it has the experience, staff and capability to prepare a feasibility study for a CCA program and related services leading to the potential development of an implementation plan for a CCA program.

The parties therefore agree as follows:

1. **TERM.**

The term of this Agreement shall commence on [date] and shall expire upon the full completion of the services described in **Exhibit A**, satisfactory to County, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.**

Consultant shall provide energy consulting services relating to a CCA program, as more particularly described in **Exhibit A**. The services described in Exhibit A are sometimes referred to in this Agreement as the “project.”

3. **PERFORMANCE.**

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, provide the services described in **Exhibit A**. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT.

A. As full compensation for Consultant's services provided under this Agreement, County shall pay Consultant the fees for services described in Exhibit A. Full compensation shall be remunerated upon Contractor's satisfactory completion of the services described in Exhibit A, and in accordance with the payment rates and schedule described in Exhibit B. Consultant shall invoice County upon the completion of each task described in Exhibit B. County shall review the invoices and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts. County shall pay all undisputed portions of each invoice within 30 business days of receipt. County shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant.

B. Consultant shall not be compensated for any additional services to those set forth herein, including but not limited management services relating to a potential CCA program, which are rendered in connection with its performance of this Agreement, unless such additional services are authorized in advance and in writing by the County Board of Supervisors.

C. County's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. No legal liability on the part of County shall arise for payment beyond June 30 of each fiscal year unless funds are budgeted, appropriated, and made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Consultant in writing; and this Agreement shall be deemed terminated, consistent with the provisions of Section 6 of this Agreement, and have no further force and effect except for the indemnification provisions in Section 9.

5. OBLIGATIONS OF COUNTY.

A. Upon Consultant's request, the County shall provide Consultant with publicly available information in the possession of County that is reasonably necessary for Consultant to perform the services described in Exhibit A.

B. Use reasonable efforts to secure release of other data and information held by others, including but not limited to utility account data, history and eligibility, that is requested by Consultant.

C. Nothing in this Agreement shall be construed to obligate County to enter into a subsequent contract for so-called "program management services" relating to a CCA program with Consultant. Nothing in this Agreement shall further be construed to obligate County to approve a CCA program or any other electricity purchase and/or sale agreement.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE.

A. Either party may at any time, for any reason, with or without cause, terminate this Agreement by serving upon the other party at least thirty (30) calendar days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under

this Agreement, unless the notice provides otherwise and Consultant agrees to continue work until the requested date.

B. In the event this Agreement is terminated pursuant to this Section 5, County shall pay to Consultant the actual value of the work satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section 6, Consultant shall submit an invoice to County pursuant to Section 4. In either case, Consultant shall deliver to County all information, summaries, reports, and other related materials as may have been prepared or accumulated or compiled by Consultant in performance of serviced under this Agreement, whether completed or in progress, except any provisions of such documents that contain Consultant's proprietary or confidential information, as defined in Section 8 of this Agreement. County acknowledges and agrees that any documents received following termination of this Agreement may be incomplete and not necessarily suitable for the purpose for which they were prepared and waives any and all claims against Consultant resulting from or related to the condition or use of such documents. Subsequent to providing such documents to County after termination of this Agreement, Consultant shall have no obligation to keep or maintain copies of such documents.

7. DEFAULT OF CONSULTANT.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, County may, subject to the opportunity to cure set forth in Paragraph B below, terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

B. If the County Chief Executive Officer or his or her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve Consultant with written notice of the default. Consultant shall have ten (10) business days after service upon it of said notice in which to cure the default by rendering performance in accordance with the requirements of this Agreement. In the event that Consultant fails to cure its default within the ten (10) business day period, County may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. For the purposes of this Agreement, "business day" shall have the same meaning as in Section 9 of the California Civil Code.

8. OWNERSHIP OF DOCUMENTS.

A. Consultant shall maintain complete and accurate records with respect to costs, expenses and other such information required by County that relate to Consultant's performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of

County or its designees at reasonable times to such books and records, shall permit County to examine and audit said books and records, shall permit County to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. All final versions of original documents, materials, reports, products, preliminary findings, data (assembled or compiled), designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement are and shall be County's sole property and may be used, reused or otherwise disposed of by County without Consultant's permission. Consultant shall return same promptly to County no later than forty-five (45) calendar days following notice to Consultant. Nothing in this Agreement shall obligate Consultant to retain drafts of documents, notes, or correspondence (physical or electronic), and County's right to receive final versions of documents prepared by Consultant as part of the service provided pursuant to this Agreement shall not include drafts of documents, notes, correspondence, or proprietary information including trade secrets and work processes, except pursuant to Section 6(B) of this Agreement subsequent to termination

C. County and Consultant acknowledge and agree that County may receive confidential information from Consultant that is proprietary to Consultant and that may contain trade secrets, work processes, or other business information (collectively, "proprietary information") provided to County solely for the purpose of permitting County to work with Consultant to develop a CCA. Consultant shall clearly identify such proprietary information when provided to County and shall mark proprietary information when provided to County in writing. County shall not keep or store Consultant's written proprietary information as part of its regular retention of records and shall dispose of Consultant's proprietary information after review and upon reasonable request by Consultant, unless otherwise prohibited by state or federal law or rules of court.. To the extent that Consultant's proprietary information is included in or provided to County in conjunction with documents County receives from Consultant, County shall to the extent legally permitted delete Consultant's proprietary information prior to public disclosure of the documents when legally required to disclose them.

D. Notwithstanding any other provision of this Agreement, neither party is required to disclose information which it reasonably deems to be proprietary or confidential in nature. The parties agree that any information disclosed by a party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other party that have a need to know in order to administer and enforce this Agreement. For purposes of this Agreement, the terms "proprietary or confidential" include, but are not limited to, information relating to a party's corporate structure and affiliates, marketing plans, financial information, trade secrets, work processes, or other information that is reasonably determined by a party to be competitively sensitive. A party may make proprietary or confidential information available for inspection but not copying or removal by the other party's representatives. This Paragraph D shall not prohibit the disclosure of any documents otherwise required to be disclosed pursuant to a duly submitted request for public records under the California Public Records Act, California Government Code Section 6250 et seq.

E. Consultant shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. Consultant shall not use information for any purpose other than carrying out Consultant's obligations under this Agreement. Consultant shall promptly transmit to County all third party requests for disclosure of such information. Consultant shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by County, any such information to anyone other than County. Consultant shall not disclose any information designated by County as confidential, except to its employees and other consultants who need such information in order to properly execute the services under this Agreement. Notwithstanding the foregoing, Consultant may disclose the information described in this Paragraph E to comply with a subpoena, court order, regulatory investigation, or other legal mandate to release the information.

9. INDEMNIFICATION.

A. Indemnity for Professional Services.

To the extent allowed by law, in connection with its professional services, Consultant shall hold harmless and indemnify County its Board of Supervisors, elected officials, officers, directors, employees, servants, designated volunteers, and agents serving as independent contractors in the role of County officials, (collectively, "Indemnitees"), from and against any third-party claim, demand, damage, liability, loss, cost, expense, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith, including, without limitation, those for alleged violations of wage and hour law (collectively, "claims"), to the extent that such claims are caused by the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, or agents in the performance of its professional services under this Agreement. The foregoing indemnity shall not apply to claims arising from the sole or active negligence or willful misconduct of Indemnitees. Consultant shall pay for all County's cost of defense of claims, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation.

If Consultant fails to so protect, defend, indemnify, and save harmless the Indemnitees, the Indemnified Parties shall have the right, but not the obligation to defend the same and charge all direct or incidental costs of such defense, including reasonable attorney's fees or court costs to and recover them from Consultant, to the extent that such claims are caused by the negligence, recklessness, or willful misconduct of Consultant in the performance of professional services pursuant to this Agreement.

It is understood and agreed that Consultant shall in any and all ways fully cooperate and assist the Indemnitees in all such matters, including without limitation giving prompt notification of all occurrences likely to be covered by this indemnification, together with the particulars thereof.

B. Other Indemnities.

In connection with all claims not covered by Paragraph A, Consultant shall defend, hold harmless and indemnify the Indemnitees, from and against any claim, demand, damage, liability, loss, cost, expense, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "damages"), including but not limited to death or injury to any person and injury to any property, whether actual, alleged or threatened, to the extent caused by Consultant's performance of this Agreement, including the Indemnitees' active or passive negligence, except for damages arising from the sole negligence, recklessness or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall, upon request, defend Indemnitees in any action or actions filed in connection with any such damages with counsel reasonably acceptable to County and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

If Consultant fails to so protect, defend, indemnify, and save harmless the Indemnitees, the Indemnified Parties shall have the right, but not the obligation to defend the same and charge all direct or incidental costs of such defense, including reasonable attorney's fees or court costs to and recover them from Consultant, to the extent that such damages are caused by Consultant's performance of this Agreement.

It is understood and agreed that Consultant shall in any and all ways fully cooperate and assist the Indemnitees in all such matters, including without limitation giving prompt notification of all occurrences likely to be covered by this indemnification, together with the particulars thereof.

C. The terms of this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE REQUIREMENTS.

Without limiting or diminishing Consultant's obligation to indemnify or hold County harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

a. Workers' Compensation.

If Consultant has employees as defined by the State of California, Consultant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. Policy shall be endorsed to waive subrogation in favor of County and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

b. Commercial General Liability.

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Consultant's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

d. Professional Liability.

Consultant shall maintain Professional Liability Insurance providing coverage for Consultant's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

e. General Insurance Provisions – All Lines.

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

2) Consultant's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the

commencement of operations under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Consultant's carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with County or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Consultant shall cause its insurance carrier(s) to furnish County with a properly executed original certificate(s) of insurance and endorsements effecting coverage as required herein. Within 30 days of learning of it, Consultant shall provide County with written notice of any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless County receives, within the notice period,, another properly executed original Certificate of Insurance and original copies of endorsements, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Consultant shall not commence operations until County has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements as required in this Section.

4) It is understood and agreed by the parties hereto and Consultant's insurance shall be construed as primary insurance.

5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Consultant has become inadequate.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

7) The Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Consultant agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. INDEPENDENT CONTRACTOR.

A. Consultant is and shall at all times remain as to County a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither County nor any of their officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in

this Agreement. Furthermore, it is understood and agreed that Consultant is not economically dependent on County as a matter of economic reality because Consultant's work is temporary, specialized work which is not an integral part of County's business; and because Consultant's opportunity for profit or loss depends solely on Consultant's managerial skill. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of County. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against County, or bind County in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, County shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for County. County shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES.

Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations that in any manner may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws and regulations. County, and its officers and employees, shall not be liable at law or in equity occasioned by Consultant's failure to comply with this Section 12.

13. CONFIDENTIALITY; RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without County's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the County Chief Executive Officer or unless requested by the County Board of Supervisors, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement or relating to any project or property located within County. Response to a subpoena, court order, discovery request, regulatory investigation, or other demand for information to which Consultant is legally mandated to respond shall not be considered "voluntary" provided Consultant gives County notice thereof.

B. Consultant shall promptly notify County should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within County. County retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant shall cooperate fully with County and to provide County with the opportunity to review any response to discovery requests provided by Consultant. However, County's right to review any such response does not imply or mean the right by County to control, direct or rewrite said response.

14. NONDISCRIMINATION.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay off or termination.

15. NOTICES.

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery, (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice, or (iv) by email transmission. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

To County:

To Consultant: Good Energy, L.P.
 232 Madison Avenue, Third Floor
 New York, New York 10016
 Attn: Charles C. de Casteja
 Email: charles@goodenergy.com

16. ASSIGNMENT.

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without County's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

17. LICENSES.

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW; FORUM; ATTORNEY FEES.

County and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take

place in the municipal, superior, or federal district court with geographic jurisdiction over County. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST.

No officer or employee of County who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Consultant, or Consultant's sub-contractors for this project, during his or her tenure or for one (1) year thereafter. Consultant hereby warrants and represents to County that no officer or employee of County has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Consultant or Consultant's sub-contractors on this project. Consultant shall notify County in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. WORD USAGE.

Unless the context clearly requires otherwise, (a) the words "shall," "will" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

21. HEADINGS.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

22. TIME OF ESSENCE.

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowing in this Agreement.

23. EXHIBITS.

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

24. SEVERABILITY.

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

25. MODIFICATIONS.

This Agreement may be supplemented, amended or modified only by a writing signed by both parties.

26. AMBIGUITIES.

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

27. WAIVER.

No delay or omission to exercise any right, power or remedy accruing to either party under this Agreement shall impair any right, power or remedy of either party, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of any condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

28. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

29. AUTHORITY TO EXECUTE THIS AGREEMENT.

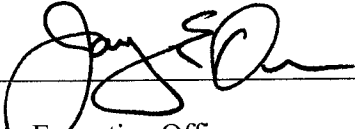
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.


The parties are signing this Agreement on the date stated in the introductory clause.

COUNTY OF RIVERSIDE

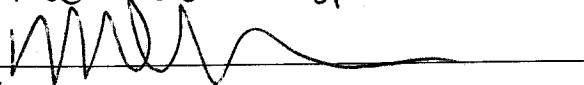
By: 
County Executive Officer


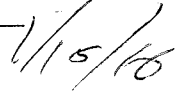
Attest:


By: **KECIA HARPER-IHEM**
Clerk of the Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  1/12/16
DALE A. GARDNER DATE

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC, its General Partner


By:
Name: Maximilian Hoover
Title: President Manager


By: 
Name: Dean Prentiss
Title: Secretary, Asst. Secretary or CFO

01.12.16 3-17
2016-1-130163

EXHIBIT A

SCOPE OF SERVICE

The services proposed are applicable to electric usage within the unincorporated jurisdictions of Riverside County. For eligibility, such electric accounts must be in the Southern California Edison (SCE) service area. Electric accounts within any municipal jurisdiction in the county are not included in the scope

Phase 1: Preliminary Economic Analysis

We will conduct a preliminary analysis of the County's usage patterns by requesting SCE assemble the customer usage and rate class data for your community. SCE charges approximately \$800 to prepare the report and provide the data. Good Energy will be identified as your community's agent for receiving the data. We will assist you with completing the necessary paperwork for this process.

Analyzing electric usage data for your community is essential to assessing the market opportunities of a potential CCA program. Rather than present generic data representing the utility's entire service area, an analysis of your community's data is crucial. It also allows us to prepare informed estimates of the total economic impact to your community.

After receiving and analyzing the data, Good Energy will prepare a Preliminary Economic Analysis containing the following:

An analysis of your community's electric usage for the eligible accounts. This will include (as applicable) residential, commercial, governmental, agricultural, lighting, and manufacturing customer accounts.

A comparison of the SCE rates to market prices in order to determine potential savings.

A preliminary estimate of community-wide savings achieved through a CCA program for residents, small businesses, County-operated facilities, schools, hospitals, and other significant stakeholders in the community.

A presentation to County staff and/or Board of Supervisors regarding the findings.

Phase 2: Program Design and Implementation

After review and presentation at the Board of Supervisors, and upon securing Board authorization to proceed, Good Energy will conduct the development of a Community Choice Aggregation program involving County and/or County with other cities ("CCA Program").

- Preparation of a feasibility study ("Study") for the CCA Program addressing, inter alia, each of the following issues:
 - Purpose and objective of CCA

- Background analysis and study of AB 117 and related CCA regulations;
 - Utility rate comparison to market pricing;
 - Electric sourcing and pricing options, including renewable power supply obligations and options;
 - Proposed rate design for the CCA Program;
 - CCA Program organizational structure;
 - Public Information and program promotion plan Legal and regulatory compliance;
 - Summary of risks and benefit to County and other entities affiliated with County;
 - Financial structure and overview; and
 - Fees and cost recovery.
- Good Energy will prepare The County's Implementation Plan ("Plan") as required by SB 117 for presentation at the California Public Utility Commission ("CPUC"). Each CCA Program in California must be approved by the CPUC.
 - Good Energy will act as agent for the County during negotiations of a Service Agreement with Southern California Edison. The Service Agreement is a state requirement, and is an important technical document in the development of a CCA Program. Among other items, the Service Agreement identifies the local reliability resources for the program and the electric loads included in the CCA Program.
 - Public Information and Promotion Plan: TBD based upon approved program design parameters.

Phase 3: CCA Program Operation

- Develop a community-wide customer information and education campaign, including interaction with media, community stakeholders, program promotion, website development, FAQ's and public meetings.
- Develop and negotiate a Service Agreement with Southern California Edison outlining the operation of the community's CCA program.
- Meet with utility and CPUC officials to finalize and implement the CCA program.
- Conduct the supplier (Electric Service Provider) prequalification, solicitation and competitive procurement stages and represent the community in final negotiation of the electric supply agreement(s).

- Design and coordinate the opt-out and enrollment processes for eligible electric accounts in the community.
- Provide call-center, internet and email customer service activities.
- Coordinate move-in/move-out processes for customers joining or leaving the program.
- Develop and present reports summarizing the program's performance to community officials and staff.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Phase 1: \$25,000

Phase 2: To be determined based upon results of Phase 1.

Phase 3: To be determined based upon results of Phase 2.

Good Energy's fees for phases 2 and 3 shall be submitted in writing to the County prior to implementation of the respective phase, and shall be contingent upon approval by Riverside County before Good Energy will proceed.