



**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Planning and Environmental Review Director

**CONTACT:** Cindy Moore, Sustainability Manager

**SUBJECT:** Amendment No. 4 to Agreement with Optony, Inc. for Solar Photovoltaic (PV) Siting Support Services in Conjunction with Strategic Energy Plan Implementation

**RECOMMENDATION:**

- A. Authorize the City Manager to execute amendment No. 4 to Professional Services Agreement No. 2020-023 with Optony, Inc. for professional solar PV siting support services in conjunction with Strategic Energy Plan implementation, increasing the contract authority by \$39,800 for a total not-to-exceed amount of \$72,089.85 and extending the term of the agreement to December 31, 2022; and
- B. Approve a budget appropriation of \$39,800 from the General Fund Unassigned Fund Balance Account to the Sustainability Program (account 101-40-4500-51200) for these services.

**BACKGROUND:**

Throughout 2020, staff took several steps to analyze and review the various options for installation of renewable energy generation and battery energy storage at City Hall. On February 28, 2020, the City awarded Professional Services Agreement No. 2020-023 (Agreement) to Optony, Inc., the City's Strategic Energy Plan consultant, to provide a feasibility study to determine the financial viability, financing and technology options for solar photovoltaic and battery energy storage at City Hall for an amount not to exceed \$5,197.85 and a term ending December 31, 2020 (Attachment 2).

Three subsequent amendments to the Agreement were processed to increase the not-to-exceed amount and extend the term of the Agreement. On July 21, 2020, the City Manager executed Amendment No. 1 for an additional compensation amount of \$2,485 for a new total not-to-exceed amount of \$7,682.85 for the consultant's participation in public decision-maker meetings (Attachment 2). On August 18, 2020, the City Council authorized additional support from Optony, Inc. to provide information that would assist the City in making a final decision about whether to procure a solar-only system or an

“islandable” solar and storage microgrid for City Hall. Optony was authorized to proceed with additional analysis to determine the resilience benefits and financial impacts of procuring a microgrid, provide procurement management, and participate in public decision-maker meetings. The procurement management task included such actions as developing the Request for Proposal (RFP) documents; issuance of the solicitation; and review, comment and support for negotiations of a final agreement. This Amendment No. 2 was executed on September 9, 2020 and increased the not-to-exceed amount by \$16,222 for a total contract amount of \$24,304.85, and also extended the contract term to December 31, 2021. On March 2, 2021, the City Council authorized Amendment No. 3 for an additional compensation amount of \$7,985 and a new total not-to-exceed amount of \$32,289.85. Amendment 3 was for additional support from Optony to address IBank requirements in the final energy services agreement and participation in additional public decision-maker meetings to take the project through City Council consideration.

**DISCUSSION:**

At the October 19, 2021 meeting, the City Council approved acquisition of a microgrid-ready, solar PV-only system for City Hall that integrates conduit for EV charging financed via a power purchase agreement (PPA) and loan to the project. With the first phase of the project that included the feasibility analyses and determination of the preferred procurement and contracting structure now concluded, the implementation phase begins.

Amendment No. 4 includes additional funds for Optony, Inc. to provide support for project design and construction oversight. Optony, Inc. will assist as the buyer’s representative for the City to ensure that the solar energy system constructed meets all the requirements determined during the feasibility and procurement phase of the project. This service reduces discrepancies in proposed system design, components, and construction to improve lifetime performance. Optony, Inc. will assist the City to monitor progress, schedule meetings, resolve any construction issues and inspect the system during construction and provide commissioning tests after the system is operational.

As this is the first solar PV project undertaken at a City facility, the Planning and Environmental Review Department finds these services important for continuity of the process to ensure that construction meets contract requirements and industry best practices, and recommends approval of the proposed Amendment No. 4 to the current contract, increasing the contract amount by \$39,800 for a new total not-to-exceed amount of \$72,089.85 and extending the term of the agreement to December 31, 2022.

**GOLETA STRATEGIC PLAN:**

The recommended items in this report relate to the following 2021-2023 Strategic Plan strategies, goals, and objectives:

**City-Wide Strategy:** Support Environmental Vitality

**Strategic Goal:** Promote renewable energy, energy conservation and local energy resiliency

**Objectives:**

- Encourage renewable energy generation and use through installation of solar panels, battery energy storage, electric vehicle charging stations and similar measures, including at City-owned facilities and complete installation of solar panels and electric vehicle charging stations at City Hall.
- Implement the Strategic Energy Plan in furtherance of the City's adopted 100% renewable energy goals.
- Promote increased electric grid resiliency by encouraging backup inverters, microgrids, battery storage and other strategies, as appropriate, to enable Goleta to withstand blackouts and other energy challenges.

**FISCAL IMPACTS:**

At the October 19, 2021, meeting, the City Council authorized acquisition of the solar PV system financed via a PPA and a loan to the project. The balance of the Sustainability Reserve, \$264,893, was identified as a partial source for the loan with the remaining amount coming from the General Fund Unassigned Fund Balance (\$44,877). Therefore, to support project design and construction oversight through commissioning, staff is requesting an additional "one time" appropriation of \$39,800 from the General Fund Unassigned Fund Balance to the Professional Services account (101-40-4500-51200) in the Sustainability Program. The table below summarizes the recommended \$39,800 appropriation.

<b>City Hall Solar PV Project, FY 21/22</b>					
<b>Fund</b>	<b>GL Account</b>	<b>FY 21/22 Budget</b>	<b>FY 21/22 YTD Actuals + Enc</b>	<b>Appropriation</b>	<b>Total Available Budget</b>
General Fund	101-40-4500-51200	\$338,770	\$338,770	\$39,800	\$39,800
<b>Total</b>		<b>\$338,770</b>	<b>\$338,770</b>	<b>\$39,800</b>	<b>\$39,800</b>

There is approximately \$11.5 million available in the Unassigned Fund Balance.


**ALTERNATIVES:**

The City Council may elect not to authorize this contract amendment as presented and provide staff alternate direction.

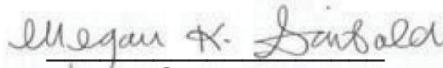
**Reviewed By:**

**Legal Review By:**

**Approved By:**



Kristine Schmidt  
Assistant City Manager



Megan Garibaldi  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 4 to Optony, Inc. Agreement No. 2020-023 for Professional Services
2. Optony, Inc. Agreement No. 2020-023 for Professional Services and Amendments 1 to 3 (available online only)

## **ATTACHMENT 1**

Amendment No. 4 to Optony, Inc. Agreement No. 2020-023

for

Professional Services

Project Name: Strategic Energy Plan Implementation

**AMENDMENT NO. 4  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
OPTONY, INC.**

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **OPTONY, INC.** ("Consultant") dated February 28, 2020 ("Agreement," Agreement No. 2020-023) is made on this 7<sup>th</sup> day of December, 2021.

**SECTION A. RECITALS**

1. This Agreement is for professional solar and/or battery energy storage siting support services in conjunction with Strategic Energy Plan Implementation; and
2. This Agreement has been amended to provide for additional compensation for additional tasks and to extend the termination of the agreement (Amendments No. 1, 2, and 3); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$32,289.85; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$39,800.00 for additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2021; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2022; and
7. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
9. The Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and

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PER and Optony, Inc.  
Amendment No. 4 to Agreement No. 2020-023  
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10. The parties desire to amend Exhibit B of the Agreement to identify the new Itemized cost for each task, with no change to hourly rates, attached as “Exhibit B-1”; and
11. The City Council approved this Amendment No. 4, on this 7th day of December, 2021.

## **SECTION B. AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$39,800 and to read in its entirety:
  - (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$72,089.85 (herein "not-to-exceed amount") and shall be earned as the work progresses.
2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twelve months to read in its entirety.

The term of this Agreement is from the date first written above to December 31, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY’s Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit A “Scope of Work”** with **Exhibit A-1 “Scope of Work”** attached hereto and incorporated herein.

4. This Agreement is amended to delete and replace in its entirety:

**Exhibit B “Schedule of Fees”** with **Exhibit B-1 “Compensation”** attached hereto and incorporated herein.

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5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Byron Pakter, Vice President

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Jonathan Whelan, Secretary

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

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\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## EXHIBIT A-1

### SCOPE OF WORK

#### Purpose of the Project

The aim of this solar design and construction management scope of work is to act as buyer's representative for the City to ensure that the solar energy system constructed meets all the requirements determined during the feasibility and procurement, Phase I, of photovoltaic solar (PV) and/or battery energy storage siting at City Hall. This service reduces discrepancies in proposed system designs, components, and construction to improve lifetime performance. Consultants will assist the City to monitor progress, schedule meetings, resolve construction issues and inspect the system during construction and provide commissioning tests after the system is operational.

#### Description of Tasks and Deliverables

##### **Task 1. Design Review of Plan Set for Complete Solar PV Microgrid-Ready System**

Subtask 1.1 Plan set review and comments to designers on electrical, mechanical, structural design at four points as follows:

- i. Coordination with solar developer for EV charger conduit location
- ii. 50% design completion
- iii. 90% design completion
- iv. 100% for construction

*Task Deliverable(s) -Memo of comments to designer at plan set phase i, ii, iii & iv; emails, conference calls as needed, to correct design issues*

##### **Task 2. Construction Quality Management**

Subtask 2.1 Attend Design Review Board virtual meeting, support presentation as needed.

Subtask 2.2 After contract execution, Optony will act as a "Buyer's Project Manager",

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scheduling and managing project meetings and document reviews to ensure that timelines and requirements are being met. At various periods, Optony will participate in site walks and on-site meetings to ensure that planning is thorough and, after construction commencement, to ensure that construction meets contract requirements and industry best practices. Change order requests and time extensions will be reviewed with City stakeholders to determine approvals.

*Task Deliverable(s) - Site inspections at four points*

- i. *Construction kick-off site walk*
- ii. *Completion of carport foundation concrete casting*
- iii. *After carport racking is installed*
- iv. *After panels and inverters are installed*

*Task Deliverable(s) - Memo to City of Goleta of findings after each inspection; conference calls, email, etc. to resolve any construction inspection issues*

### **Task 3. Project Final Inspection Commissioning**

Subtask 3.1 Punch list walk of electrical connections, conductor terminating torques, etc.

Subtask 3.2 String performance review

- Measurement of component temperature under operating conditions
- Measurement of irradiance (and calculation of expected amperage)
- Measurement of actual system voltage and amperage

Subtask 3.3 Assistance with identifying approach to administration of Renewable Energy Certificates (RECs) and Low Carbon Fuel Standard (LCFS) credits.

*Task Deliverable(s) - Memo and spreadsheet of system commissioning findings, measurements, high-resolution photos; conference calls, email, etc. to resolve any commissioning inspection issues*

**EXHIBIT B-1**

**COMPENSATION**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$325
Director	\$200
Senior Manager	\$185
Project Manager/Analyst	\$165
Administrative/Associate	\$95

**Itemized cost for each task as follows:**

**Task 1:** Design Review, \$7,800

**Task 2:** Construction Management, \$26,800

**Task 3:** Commissioning, \$5,200

## **ATTACHMENT 2**

Optony, Inc. Agreement No. 2020-023

for Professional Services

and

Amendments 1 to 3

(available online only)

Project Name: Strategic Energy Plan Implementation – Site Feasibility Study

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
OPTONY, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 28 day of February 2020, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **OPTONY, INC.** (herein referred to as "CONSULTANT").

**WHEREAS** the CITY has a need for professional energy program planning, project management, and technical design support services for Strategic Energy Plan Implementation; and

**WHEREAS** the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT and, therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, in October 2017, the County of Santa Barbara solicited Requests for Proposals to qualified consultants for an energy consultant to analyze facilities within the County for local electricity capacity resources, also known as Strategic Energy Planning Services; and

**WHEREAS** the CITY entered into a Memorandum of Understanding with the County of Santa Barbara and the City of Carpinteria for cost sharing purposes to participate in the Strategic Energy Planning Services contract; and

**WHEREAS** the CONSULTANT was awarded the Strategic Energy Planning Services contract and prepared the City of Goleta's Strategic Energy Plan adopted by the City Council on July 16, 2019; and

**WHEREAS** the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.240;

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional solar and/or battery energy storage siting support services in conjunction with Strategic Energy Plan Implementation. Services shall generally include cost-benefit analysis and site predevelopment planning, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. Procurement management and microgrid photovoltaic and energy storage system operational optimization and modelling are identified as optional tasks.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

**3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$5,197.85 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of

hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

**4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

**5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Cindy Moore, Sustainability Coordinator, shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

**6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to December 31, 2020 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 365 calendar days following the notice to proceed.

**7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when

requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

#### **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Byron Pakter and Jonathan Whelan are deemed to be specially experienced and are key members of CONSULTANT's firm, and shall be directly involved in the performance of this work. These key people shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

#### **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any and all claims, including all costs of defense and reasonable attorneys' fees, relating to the negligence or willful misconduct of CONSULTANT's services rendered in connection with this Agreement up to the limits of CONSULTANT's professional errors and omission insurance coverage. CONSULTANT agrees to maintain professional errors and omissions coverage with policy limits not less than three million dollars (\$3,000,000.00) during the term of this Agreement.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.



## 10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

#### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10

City of Goleta

Planning & Environmental Review Department Agreement with Optony, Inc.

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calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

**15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**21. NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

**22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

**23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

**25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

**27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

**28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

**29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.





**ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Byron Pakter, Secretary

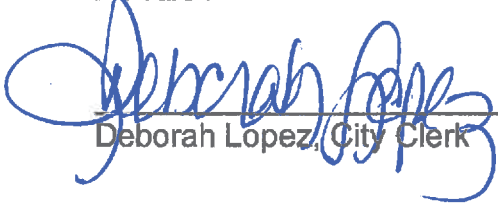
**APPROVED AS TO FORM**


  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney





**ATTEST**

  
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Deborah Lopez, City Clerk

  
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Byron Pakter, Secretary

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**Purpose of the Project**

The aim of this feasibility study is to determine the financial viability and financing options for resilient photovoltaic solar (PV) and/or battery energy storage siting at City facilities. The results of energy and financial modeling will be presented in a report and data tables which show the cost-benefit analysis between various procurement alternatives. Co-benefits of resiliency and emergency operations will be identified. Based on a preferred procurement and contracting structure and if the City chooses to move forward with implementation, microgrid photovoltaic and energy storage system operational optimization and modeling and procurement management services are included as optional items for additional cost.

**Task 1. Relative Scale Cost-Benefit Analysis for Solar Development at City Hall (Cost \$5,197.85)**

Subtask 1.1 Collect data via email; organize and attend conference calls to clarify objectives; and create final project scoping and specifications

*Task Deliverable(s) - As needed project update conference calls with City of Goleta representatives (30-60 minutes each; typically monthly or every two weeks)*

Subtask 1.2 Run solar and battery energy storage simulations using industry standard software and evaluate using internal proprietary financial models to determine preferred PV and/or battery right-sizing, system configuration, layout, etc.

- Preferred site is City Hall building, 130 Cremona Drive, Building B

(if City Hall is determined to be infeasible, an alternate site may be chosen instead)

- The alternative site is Goleta Valley Library, 500 North Fairview Avenue

*Task Deliverable(s) - Memorandum of siting plan including roof condition, roof*

City of Goleta  
Planning & Environmental Review Department Agreement with Optony, Inc.  
Page 13 of 16

*orientation, interconnection capacity, shading, switch gear condition, etc.*

Subtask 1.3 Based on outcomes of Subtask 1.2, evaluate incentives and perform relative cost comparison for different procurement pathways of PV and/or battery storage at the preferred site.

*Task Deliverable(s) - 20-year tax equity financial model comparing options for development and ownership:*

- *Estimations of PV and energy storage pricing range and (e.g., market pricing to maximum pricing)*
- *Excel workbook comparing financial considerations and scenarios, such as PV system directly purchased through loan or capital improvement projects budget; third-party PV developer PPA with option for system buyout (typically at year 7-8); third party lease; and compare these options to the business as usual scenario (i.e., cost of purchasing the City's electricity needs from Southern California Edison or Monterey Bay Clean Power) to illustrate relative savings.*

**Task 2. Procurement Management (OPTIONAL; Cost \$14,772.00)**

Subtask 2.1 Develop Request for Proposal documents (RFP); issue solicitation; review, comment, and support negotiations of final PV and/or storage PPA/lease insurance requirements, liability, indemnification, etc.

*Task Deliverable(s) - Preliminary, draft final, and public final RFP incorporating feedback from City staff; review bids and assist in bid scoring as needed.*

Subtask 2.2 PPA negotiation / procurement management conferences and memoranda as follows:

- i. Conference call or in-person meeting to discuss PV and/or storage PPA/contract with City staff
- ii. Memorandum of standard pricing Markup (redline and comments) in Word doc of PPA after review

*Task Deliverable(s) - In-person and email/phone support to negotiate and finalize*

*system purchase/PPA*

**Task 3. Microgrid Photovoltaic and Energy Storage System  
Operational Optimization and Modeling (OPTIONAL; Cost \$1,850.00)**

Subtask 3.1 Act as City's technical advisor to develop comparison and recommendations of PV and energy storage system designs, value engineering, additional ancillary revenues tariffs rates according to the selected contracting structures scenario of Subtask 1.3

*Task Deliverable(s) - Conferences and memoranda as follows:*

- i. Conference call or in-person meeting to discuss PV/storage design*
  - Power and length of discharge (kW/kWh)*
  - Chemistry (lithium ion, lithium iron phosphate, lead-acid, etc.)*
  - Energy management software and controls*
  - Configuration and coupling (DC-DC, DC-AC etc.)*
- i. Memo of design review and value engineering comments on preliminary specifications*

**EXHIBIT B**  
**SCHEDULE OF FEES**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$325
Director	\$200
Senior Manager	\$185
Project Manager/Analyst	\$165
Administrative/Associate	\$95

**Itemized cost for each task as follows:**

**Task 1:** Detailed feasibility study, \$5,197.85

**Task 2:** (Optional, contingent on Task 1) Procurement support, \$14,772

**Task 3:** (Optional, contingent on Task 1) Microgrid recommendations, \$1,850

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
OPTONY, INC.**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **OPTONY, INC.** ("Consultant") dated February 28, 2020 ("Agreement," Agreement No. 2020-023) is made on this 21 day of July, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for professional solar and/or battery energy storage siting support services in conjunction with Strategic Energy Plan Implementation; and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$5,197.85; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$2,485.00 for additional tasks; and

**WHEREAS**, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

**WHEREAS**, the parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Manager approved this Amendment No. 1.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$2,485.00 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$7,682.85 (herein "not-to-exceed amount") and shall be earned as the work progresses.


2. This Agreement is amended to delete and replace in its entirety:

**Exhibit A “Scope of Work”** with **Exhibit A-1 “Scope of Work”** attached hereto and incorporated herein.

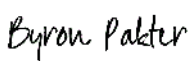
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

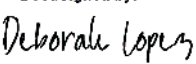
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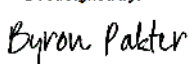
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Michelle Greene, City Manager

**CONSULTANT**

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Byron Pakter, Vice President

**ATTEST:**

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Deborah Lopez, City Clerk

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Byron Pakter, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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Winnie Cai, Assistant City Attorney



## EXHIBIT A-1

### SCOPE OF WORK

#### Purpose of the Project

The aim of this feasibility study is to determine the financial viability and financing options for resilient photovoltaic solar (PV) and/or battery energy storage siting at City facilities. The results of energy and financial modeling will be presented in a report and data tables which show the cost-benefit analysis between various procurement alternatives. Co-benefits of resiliency and emergency operations will be identified. Based on a preferred procurement and contracting structure and if the City chooses to move forward with implementation, microgrid photovoltaic and energy storage system operational optimization and modeling and procurement management services are included as optional items for additional cost.

#### **Task 1. Relative Scale Cost-Benefit Analysis for Solar Development at City Hall (Cost \$5,197.85)**

- Subtask 1.1 Collect data via email; organize and attend conference calls to clarify objectives; and create final project scoping and specifications

*Task Deliverable(s) - As needed project update conference calls with City of Goleta representatives (30-60 minutes each; typically monthly or every two weeks)*

- Subtask 1.2 Run solar and battery energy storage simulations using industry standard software and evaluate using internal proprietary financial models to determine preferred PV and/or battery right-sizing, system configuration, layout, etc.
- Preferred site is City Hall building, 130 Cremona Drive, Building B

(if City Hall is determined to be infeasible, an alternate site may be chosen instead)

- The alternative site is Goleta Valley Library, 500 North Fairview Avenue

*Task Deliverable(s) - Memorandum of siting plan including roof condition, roof orientation, interconnection capacity, shading, switch gear condition, etc.*

Subtask 1.3 Based on outcomes of Subtask 1.2, evaluate incentives and perform relative cost comparison for different procurement pathways of PV and/or battery storage at the preferred site.

*Task Deliverable(s) - 20-year tax equity financial model comparing options for development and ownership:*

- *Estimations of PV and energy storage pricing range and (e.g., market pricing to maximum pricing)*
- *Excel workbook comparing financial considerations and scenarios, such as PV system directly purchased through loan or capital improvement projects budget; third-party PV developer PPA with option for system buyout (typically at year 7-8); third party lease; and compare these options to the business as usual scenario (i.e., cost of purchasing the City's electricity needs from Southern California Edison or Monterey Bay Clean Power) to illustrate relative savings.*

**Task 2. Procurement Management (OPTIONAL; Cost \$14,772.00)**

Subtask 2.1 Develop Request for Proposal documents (RFP); issue solicitation; review, comment, and support negotiations of final PV and/or storage PPA/lease insurance requirements, liability, indemnification, etc.

*Task Deliverable(s) - Preliminary, draft final, and public final RFP incorporating feedback from City staff; review bids and assist in bid scoring as needed.*

Subtask 2.2 PPA negotiation / procurement management conferences and memoranda as follows:

- i. Conference call or in-person meeting to discuss PV and/or storage PPA/contract with City staff
- ii. Memorandum of standard pricing Markup (redline and comments) in Word doc of PPA after review

*Task Deliverable(s) - In-person and email/phone support to negotiate and finalize system purchase/PPA*

**Task 3. Microgrid Photovoltaic and Energy Storage System Operational Optimization and Modeling (OPTIONAL; Cost \$1,850.00)**

Subtask 3.1 Act as City's technical advisor to develop comparison and recommendations of PV and energy storage system designs, value engineering, additional ancillary revenues tariffs rates

City of Goleta

Amendment No. 1 to Agreement No. 2020-023

Page 4 of 5

according to the selected contracting structures scenario of  
Subtask 1.3

*Task Deliverable(s) - Conferences and memoranda as follows:*

- i. Conference call or in-person meeting to discuss PV/storage design*
  - Power and length of discharge (kW/kWh)*
  - Chemistry (lithium ion, lithium iron phosphate, lead-acid, etc.)*
  - Energy management software and controls*
  - Configuration and coupling (DC-DC, DC-AC etc.)*
- i. Memo of design review and value engineering comments on preliminary specifications*

**Task 4. Participation in City of Goleta Elected Official Meetings (Cost \$2,485.00)**

- Subtask 1.1 Draft presentation slides as necessary; prepare for, attend and participate in presentations for two Energy / Green Issues Standing Committee meetings and two City Council meetings.

*Task Deliverable(s) - Meeting Attendance and Follow Up.*

**AMENDMENT NO. 2  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
OPTONY, INC.**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **OPTONY, INC.** (“Consultant”) dated February 28, 2020 (“Agreement,” Agreement No. 2020-023) is made on this 9 day of September, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for professional solar and/or battery energy storage siting support services in conjunction with Strategic Energy Plan Implementation; and

**WHEREAS**, on July 21, 2020, the Agreement was amended to provide for additional compensation in the amount of \$2,485.00 for additional tasks (“Amendment No.1”); and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$7,682.85; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$16,622.00 for additional tasks; and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2020; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2021; and

**WHEREAS**, the Agreement currently provides in Exhibit A entitled “Scope of Work” the complete and particular description of services; and

**WHEREAS**, the parties desire to amend Exhibit A by proceeding with optional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Manager approved this Amendment No. 2.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$16,622.00 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$24,304.85 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twelve months to read in its entirety.

The term of this Agreement is from the date first written above to December 31, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

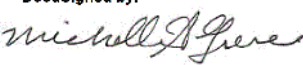
3. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

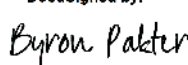
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

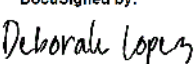
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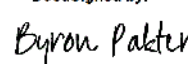
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Michelle Greene, City Manager

**CONSULTANT**

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Byron Pakter, Vice President

**ATTEST:**

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Deborah Lopez, City Clerk

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Byron Pakter, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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*Winnie Cai*  
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Winnie Cai, Assistant City Attorney

## EXHIBIT A-1

### SCOPE OF WORK

#### Purpose of the Project

The aim of this feasibility study is to determine the financial viability and financing options for resilient photovoltaic solar (PV) and/or battery energy storage siting at City facilities. The results of energy and financial modeling will be presented in a report and data tables which show the cost-benefit analysis between various procurement alternatives. Co-benefits of resiliency and emergency operations will be identified. Based on a preferred procurement and contracting structure and if the City chooses to move forward with implementation, microgrid photovoltaic and energy storage system operational optimization and modeling and procurement management services are included as optional items for additional cost.

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- Subtask 1.1 Collect data via email; organize and attend conference calls to clarify objectives; and create final project scoping and specifications

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- Subtask 1.2 Run solar and battery energy storage simulations using industry standard software and evaluate using internal proprietary financial models to determine preferred PV and/or battery right-sizing, system configuration, layout, etc.
- Preferred site is City Hall building, 130 Cremona Drive, Building B

(if City Hall is determined to be infeasible, an alternate site may be chosen instead)

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*Task Deliverable(s) - Memorandum of siting plan including roof condition, roof orientation, interconnection capacity, shading, switch gear condition, etc.*

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- *Excel workbook comparing financial considerations and scenarios, such as PV system directly purchased through loan or capital improvement projects budget; third-party PV developer PPA with option for system buyout (typically at year 7-8); third party lease; and compare these options to the business as usual scenario (i.e., cost of purchasing the City's electricity needs from Southern California Edison or Monterey Bay Clean Power) to illustrate relative savings.*

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*Task Deliverable(s) - Preliminary, draft final, and public final RFP incorporating feedback from City staff; review bids and assist in bid scoring as needed.*

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- i. Conference call or in-person meeting to discuss PV and/or storage PPA/contract with City staff
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*Task Deliverable(s) - In-person and email/phone support to negotiate and finalize system purchase/PPA*

**Task 3. Microgrid Photovoltaic and Energy Storage System Operational Optimization and Modeling (OPTIONAL; Cost \$1,850.00)**

Subtask 3.1 Act as City's technical advisor to develop comparison and recommendations of PV and energy storage system designs, value engineering, additional ancillary revenues tariffs rates

City of Goleta

Amendment No. 2 to Agreement No. 2020-023

Page 5 of 6



according to the selected contracting structures scenario of  
Subtask 1.3

*Task Deliverable(s) - Conferences and memoranda as follows:*

- i. Conference call or in-person meeting to discuss PV/storage design*
  - Power and length of discharge (kW/kWh)*
  - Chemistry (lithium ion, lithium iron phosphate, lead-acid, etc.)*
  - Energy management software and controls*
  - Configuration and coupling (DC-DC, DC-AC etc.)*
- i. Memo of design review and value engineering comments on preliminary specifications*

**Task 4. Participation in City of Goleta Elected Official Meetings (Cost \$2,485.00)**

- Subtask 1.1 Draft presentation slides as necessary; prepare for, attend and participate in presentations for two Energy / Green Issues Standing Committee meetings and two City Council meetings.

*Task Deliverable(s) - Meeting Attendance and Follow Up.*

**AMENDMENT NO. 3  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
OPTONY, INC.**

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **OPTONY, INC.** ("Consultant") dated February 28, 2020 ("Agreement," Agreement No. 2020-023) is made on this 2<sup>nd</sup> day of March, 2021.

**RECITALS**

**WHEREAS**, this Agreement is for professional solar and/or battery energy storage siting support services in conjunction with Strategic Energy Plan Implementation; and

**WHEREAS**, on July 21, 2020, the Agreement was amended to provide for additional compensation in the amount of \$2,485.00 for additional tasks ("Amendment No.1"); and

**WHEREAS**, on September 9, 2020, the Agreement was amended to provide for additional compensation in the amount of \$16,622.00 for additional tasks ("Amendment No.2"); and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$24,304.85; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$7,985.00 for continued tasks; and

**WHEREAS**, the City Manager approved this Amendment No. 3.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$7,985 and to read in its entirety:

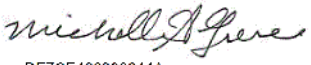
- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$32,289.85 (herein "not-to-exceed amount") and shall be earned as the work progresses.

City of Goleta  
Amendment No. 3 to Agreement No. 2020-023  
Page 1 of 5

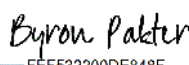
- 2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In concurrence and witness whereof**, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

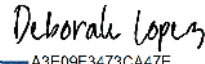
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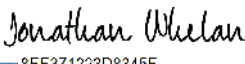
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 Michelle Greene, City Manager

**CONSULTANT**

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 Byron Pakter, vice President

**ATTEST:**

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 Deborah Lopez, City Clerk

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 Jonathan Whelan, Secretary

**APPROVED AS TO FORM:**  
 MICHAEL JENKINS, CITY ATTORNEY

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 Winnie Cai, Assistant City Attorney

## EXHIBIT A-1

### SCOPE OF WORK

#### Purpose of the Project

The aim of this feasibility study is to determine the financial viability and financing options for resilient photovoltaic solar (PV) and/or battery energy storage siting at City facilities. The results of energy and financial modeling will be presented in a report and data tables which show the cost-benefit analysis between various procurement alternatives. Co-benefits of resiliency and emergency operations will be identified. Based on a preferred procurement and contracting structure and if the City chooses to move forward with implementation, microgrid photovoltaic and energy storage system operational optimization and modeling and procurement management services are included as optional items for additional cost.

#### **Task 1. Relative Scale Cost-Benefit Analysis for Solar Development at City Hall (Cost \$5,197.85)**

- Subtask 1.1 Collect data via email; organize and attend conference calls to clarify objectives; and create final project scoping and specifications

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(if City Hall is determined to be infeasible, an alternate site may be chosen instead)

- The alternative site is Goleta Valley Library, 500 North Fairview Avenue

*Task Deliverable(s) - Memorandum of siting plan including roof condition, roof orientation, interconnection capacity, shading, switch gear condition, etc.*

Subtask 1.3 Based on outcomes of Subtask 1.2, evaluate incentives and perform relative cost comparison for different procurement pathways of PV and/or battery storage at the preferred site.

*Task Deliverable(s) - 20-year tax equity financial model comparing options for development and ownership:*

- *Estimations of PV and energy storage pricing range and (e.g., market pricing to maximum pricing)*
- *Excel workbook comparing financial considerations and scenarios, such as PV system directly purchased through loan or capital improvement projects budget; third-party PV developer PPA with option for system buyout (typically at year 7-8); third party lease; and compare these options to the business as usual scenario (i.e., cost of purchasing the City's electricity needs from Southern California Edison or Monterey Bay Clean Power) to illustrate relative savings.*

**Task 2. Procurement Management (Cost \$20,272.00)**

Subtask 2.1 Develop Request for Proposal documents (RFP); issue solicitation; review, comment, and support negotiations of final PV and/or storage PPA/lease insurance requirements, liability, indemnification, etc.

*Task Deliverable(s) - Preliminary, draft final, and public final RFP incorporating feedback from City staff; review bids and assist in bid scoring as needed.*

Subtask 2.2 PPA negotiation / procurement management conferences and memoranda as follows:

- i. Conference call or in-person meeting to discuss PV and/or storage PPA/contract with City staff
- ii. Memorandum of standard pricing Markup (redline and comments) in Word doc of PPA after review

*Task Deliverable(s) - In-person and email/phone support to negotiate and finalize system purchase/PPA*

**Task 3. Microgrid Photovoltaic and Energy Storage System Operational Optimization and Modeling (Cost \$1,850.00)**

Subtask 3.1 Act as City's technical advisor to develop comparison and recommendations of PV and energy storage system designs, value engineering, additional ancillary revenues tariffs rates

according to the selected contracting structures scenario of  
Subtask 1.3

*Task Deliverable(s) - Conferences and memoranda as follows:*

- i. Conference call or in-person meeting to discuss PV/storage design*
  - Power and length of discharge (kW/kWh)*
  - Chemistry (lithium ion, lithium iron phosphate, lead-acid, etc.)*
  - Energy management software and controls*
  - Configuration and coupling (DC-DC, DC-AC etc.)*
- i. Memo of design review and value engineering comments on preliminary specifications*

**Task 4. Participation in City of Goleta Elected Official Meetings (Cost \$4,970.00)**

Subtask 1.1 Draft presentation slides as necessary; prepare for, attend and participate in presentations for four Energy / Green Issues Standing Committee meetings and four City Council meetings.

*Task Deliverable(s) - Meeting Attendance and Follow Up.*