



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY | UNINCORPORATED SOLANO COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA | OAKLEY | PINOLE
PITTSBURG | PLEASANT HILL | RICHMOND | SAN PABLO | SAN RAMON | VALLEJO | WALNUT CREEK

Technical Committee Meeting Thursday, April 1, 2021 8:30 A.M.

The Technical Committee Meeting will be conducted pursuant to the provisions of the Governor's [Executive Order](#) N-29-20 (March 17, 2020) which suspends certain requirements of the Ralph M. Brown Act. Technical Committee Members will be teleconferencing into the Technical Committee Meeting.

Members of the public who wish to observe the meeting may do so telephonically via the following teleconference call-in number and meeting ID:

Dial: 1-669-900-9128
Meeting ID: 875 2925 3504
Meeting Password: 096067

For Viewing Access Join Zoom Meeting:
<https://us02web.zoom.us/j/87529253504?pwd=ZFdXRmlvbVVmVjBIVFJleDBsT202Zz09>

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 Approval of 2.4.21 Meeting Minutes
 - C.2 Master Services Agreement with R Systems International Limited
 - C.3 Third Agreement with Rising Sun Center for Opportunity

Agenda Page 2 of 2

6. Residential Energy Storage Direct Loan Fund (Discussion/Action)
7. Allocation Changes for Closed Commercial Rate Schedules (Discussion/Action)
8. 2021 Open Season Overview (Discussion)
9. Committee Matters & Staff Matters (Discussion)
10. Adjourn

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (925) 378-6732 as soon as possible to ensure arrangements for accommodation.

DRAFT**MCE TECHNICAL COMMITTEE MEETING MINUTES**

Thursday, February 4, 2021

8:30 A.M.

The Technical Committee Meeting was conducted pursuant to the provisions of the Governor's [Executive Order](#) N-29-20 (March 17, 2020) which suspends certain requirements of the Ralph M. Brown Act. Committee Members, staff and members of the public were able to participate in the Committee Meeting via teleconference.

Present: Ford Greene, Town of San Anselmo
 Kevin Haroff, City of Larkspur
 David Kunhardt, Town of Corte Madera
 Katy Miessner, City of Vallejo
 Scott Perkins, City of San Ramon

Absent: John Gioia, County of Contra Costa

Staff

& Others: Jesica Brooks, Assistant Board Clerk
 Darlene Jackson, Board Clerk
 Vicken Kasarjian, Chief Operating Officer
 Sol Phua, Administrative Services Assistant
 David Potovsky, Senior Power Procurement Manager
 Lewis Bichkoff, Power Procurement Manager
 Evelyn Reyes, Administrative Services Assistant
 Dawn Weisz, Chief Executive Officer

1. Electing Chair of Technical Committee (Discussion/Action)

It was agreed that this item should be moved up to Agenda Item #1 to establish Committee Chair. CEO Weisz, reviewed the list of Technical Committee members in the packet, noting members who had expressed interest in serving as the Chair of Technical Committee. Director Greene announced that he was also interested in serving as Chair of the Committee. Several Committee members commented.

The public was invited to comment and there were no comments.

Action: It was M/S/C (Perkins/Kunhardt) to **elect Director Greene as Chair of the Technical Committee**. Motion carried by roll call vote. (Four Yays, One Nay vote by Director Haroff. Absent: Director Gioia).

DRAFT**2. Roll Call**

The regular Technical Committee meeting was called to order at 8:30 a.m. with quorum established by roll call.

3. Board Announcements (Discussion)

There were Board comments from Directors Butt and Haroff.

4. Public Open Time (Discussion)

There were comments from members of the public, Doug Wilson and Houdy Goudey.

5. Report from Chief Executive Officer (Discussion)

CEO, Dawn Weisz, reported the following:

- Presented an overview of MCE goals for 2021
 - MCE to establish a fully functional MCE data warehouse and CRM
 - Eliminate barriers that prevent MCE from maximizing our energy efficiency spending
 - Innovate with new technologies
 - Deepen our transition away from fossil-based resource adequacy
 - Better communicate our successes

6. Consent Calendar (Discussion/Action)

C.1 Approval of 10.1.20 Meeting Minutes

Chair Greene opened the public comment period and there were no comments.

Action: It was M/S/C (Perkins/Kunhardt) **to approve Consent Calendar item C.1.** Motion carried by roll call vote. (Abstained: Director: Miessner) (Absent: Director Gioia).

7. Green Hydrogen Pilot Project (Discussion)

Lewis Bichkoff, Power Procurement Manager, presented this item and addressed questions from Committee members.

Chair Greene opened the public comment period and there were comments from member of the public Houdy Goudey.

Action: No action was required.

DRAFT

8. Biomass Overview Presentation (Discussion)

David Potovsky, Senior Power Procurement Manager, presented this item and addressed questions from Committee members.

Chair Greene opened the public comment period and there were comments from member of the public Houdy Goudey.

Action: No action was required.

9. Committee & Staff Matters (Discussion)

There were none.

10. Adjournment

Chair Greene adjourned the meeting at 10:57 a.m. to the next scheduled Technical Committee Meeting on March, 4, 2021.

Ford Greene, Chair

Attest:

Dawn Weisz, Secretary



April 1, 2021

TO: MCE Technical Committee

FROM: Vicken Kasarjian, Chief Operating Officer
Catalina Murphy, Legal Counsel

RE: Master Services Agreement with R Systems International Limited
(Agenda Item # 05 C.2)

ATTACHMENT: Proposed Master Services Agreement with R Systems
International Limited

Dear Technical Committee Members:

SUMMARY:

To increase MCE's self-reliance, MCE is planning to bring in-house crucial data management and analytics services that are currently supplied by outside vendors. MCE plans to create a comprehensive cloud-based data management platform, owned and operated by MCE, consisting of two broader services: a Data Analytics Platform (DAP) and a Customer Relationship Management Platform (CRM).

The DAP

The DAP will be a robust platform that will support data storage, data warehousing, data analytics, reporting needs, and serve as a central and secure repository of all MCE data. The DAP will enable efficient, high-impact analyses, visualization and reporting via integrated applications and tools.

MCE will use the DAP to analyze customer load profiles, identify ideal Distributed Energy Resources (DER) account locations, identify optimal battery storage accounts, and prioritize accounts in vulnerable areas. The following DAP functionalities, which are built out in three phases, will address specific data use cases across MCE department needs:

- Customer attribute data
- Monthly and interval electricity usage data
- Monthly gas usage data
- Public Safety Power Shutoff (PSPS) data
- Tax assessor parcel data
- Census tract-level data
- Load forecasting
- Load shape analysis and load disaggregation
- Customer segmentation
- Virtual power plant (VPP) management

- Demand response program participation data
- Interconnection data
- DER support and management

The CRM

Using MCE customer data gleaned from the DAP, MCE's CRM will become a central system for accessing customer information mainly consisting of:

- a. Customer characteristics (name, address, enrollment details)
- b. Customer electricity usage summaries
- c. Customer billing summaries
- d. Internally derived customer metrics (usage intensity, etc.)
- e. Third party customer data (tax assessor, sunroof, etc.)

In addition, the CRM will:

- f. Be a platform for supporting Customer Service Representatives (CSR)
- g. Be a system of record for Energy Efficiency (EE) program data
- h. Provide dashboarding for all MCE programs (Electric Vehicle, Battery storage, etc.)
- i. Support reporting requirements for all MCE programs

Through the CRM web-portal, MCE staff and CSRs will be able to access customer account details, invoices, payments, historical usage, pricing, weather, prior call notes, and other important information related to specific accounts. The key MCE staff and CSRs will have the tools necessary to assist with retaining customers, educating customers about service upgrades, and reengaging with former customers with the assistance of customizable workflows.

The Proposed Vendor — R Systems International Limited

R Systems is a specialized IT solutions and services provider catering to Fortune 1000, US Government, and mid-sized organizations worldwide. MCE contracted with R Systems for the DAP phase 1 scope of work and the CRM phase 1 scope of work. In these agreements, R Systems has:

- Created a robust data processing solution for weekly customer data that MCE receives from PG&E with an end-to-end automated process flow in consuming, ingesting, and preparing the analytic ready stage within the DAP;
- Supported the certified and Quality Assured data;
- Provided the feed to MCE's CRM; and
- Built the base structure and functionality for MCE's CRM, which supports specific use cases defined by the Public Affairs Team.

Because phase 1 DAP and phase 1 CRM were so successful, MCE is proposing to enter into a Master Services Agreement (MSA) with R Systems to complete the overall data management platform project which would include additional phases for the DAP and CRM. MCE staff has identified specific scopes of work for DAP and CRM phase 2 as set forth in the attached Schedules A.1 and A.2 of the proposed MSA, totaling \$201,530. In phase 2, R Systems would continue to enhance the functionality of DAP and CRM by enriching the below data sets:

- MCE customers' gas usage data processing
- MCE customers' electric usage data processing via PG&E's Share My Data
- MCE customers' billing data processing and integration;
- MCE's Programs integration with customer data;
- Establishing a regular syncing process between DAP and CRM
- Building CRM as a user interface to view, report and maintain customer-centric information

MCE staff is requesting approval of the MSA with an overall not-to-exceed amount of \$550,000, which includes the attached Schedules for the phase 2 needs of the DAP and CRM. As the DAP and CRM functionalities are built out, the proposed MSA will allow for additional scopes of work within the overall not-to-exceed amount to be approved by MCE's Chief Executive Officer or Chief Operating Officer.

Fiscal Impacts: Expenditures related to the proposed MSA with R Systems are included in the FY 2021/22 budget.

Recommendation: Approve the proposed MSA with R Systems International Limited with the attached Schedules.

**MASTER SERVICES AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND R SYSTEMS INTERNATIONAL LIMITED**

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into on **April 1, 2021** by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") with principal office at 1125 Tamalpais Avenue, San Rafael, CA 94901 and R Systems International Limited, an Indian corporation with principal office at C-40, Sector 59, Noida 201307 UP India and United States address at: 5000 Windplay Drive, El Dorado Hills, CA 95762 (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Contractor to provide the services described in statements of work ("Statement of Work") to be agreed by the Parties, in form and substance as set forth on **Exhibit A** attached hereto, and which shall be considered Schedules hereto;

Each Statement of Work executed by and between the Parties are made a part hereof ("Services");

WHEREAS, Contractor desires to provide the Services to MCE;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on a time and materials basis and as further set forth in **Exhibit B** and by this reference incorporated herein. The hourly rates in Exhibit B shall remain in effect for the entire term of the Agreement ("Term"). The hourly rates in Exhibit B are exclusive of any applicable sales tax or GST which shall be added on the invoices. MCE will pay the applicable fees after MCE reviews and accepts the itemized invoices provided by Contractor for a particular Statement of Work on a monthly basis for services rendered the month prior. Contractor will bill MCE based on the number of hours expended on a Statement of Work for that month, however MCE will not be obligated to pay the applicable fees unless and until MCE Manager of Technology and Analytics has accepted the weekly Deliverables (as set forth in each Statement of Work and attachments thereto) delivered during the invoiced month. Invoices submitted by Contractor shall be considered as accepted and final in case there is no objection by MCE, in writing, within twenty-one business (21) days from the date of submission of the invoice. Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days after acceptance of the applicable Deliverables.

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$550,000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **April 1, 2021** ("Effective Date") and shall terminate on **March 31, 2022**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents, warrants and covenants that (a) it is a **corporation** duly organized, validly existing and in good standing under the laws of India, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits, schedules and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified

and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits, schedules and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit, schedule and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. RIGHTS AND AUTHORITY. Contractor represents, warrants and covenants that the Services and Deliverables will not: (i) infringe any third-party patent, copyright, trademark, trade secret, or other proprietary right, (ii) contain viruses or other malicious code that will degrade or infect any Deliverables, products, services, software, or MCE's network or systems and (iii) the Deliverables are not governed, in whole or in part, by an Excluded License. "Excluded License" means any software license requiring, as a condition of use, modification, or distribution that the software or other software combined or distributed with it be (i) disclosed or distributed in source code form, (ii) licensed to make derivative works, or (iii) redistributable at no charge.

5.3. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law")

5.4. LICENSING. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

5.5. NONDISCRIMINATORY EMPLOYMENT: Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

5.6. PERFORMANCE ASSURANCE: Regardless of the specific Services provided, Contractor shall also maintain any performance assurances as may be reasonably requested by MCE during the performance of the Services.

5.7. SAFETY: At all times during the performance of the Services, Contractor represents, warrants and covenants that it shall:

- (a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
- (b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
- (c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Contractor from time to time;
- (d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;
- (e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Contractor from time to time;
- (f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
- (g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.

5.8. BACKGROUND CHECKS:

(a) Contractor hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") having or requiring access to MCE's assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.

(b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Contractor permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations ("RICO") Statute (18 U.S.C. Sections 1961-1968)).

(c) To the maximum extent permitted by applicable law, Contractor shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.

(d) To the extent permitted by applicable law, Contractor shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Contractor shall also immediately prevent that employee, representative, or agent from performing any Services.

5.9. FITNESS FOR DUTY: Contractor shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Contractor shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

5.10. QUALITY ASSURANCE PROCEDURES (REQUIRED IF CHECKED ☒). Contractor shall comply with the Quality Assurance Procedures and requirements as established in any Statement of Work.

Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure Measure functionality, customer satisfaction, and that the Minimum Qualifications are satisfied

5.11. ASSIGNMENT OF PERSONNEL. The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

5.12. ACCESS TO CUSTOMER SITES (REQUIRED IF CHECKED ☐). Contractor shall be responsible for obtaining any and all access rights for Contractor Parties, from customers and other third parties to the extent necessary to perform the Services. Contractor shall also procure any and all access rights from Contractor Parties, customers and other third parties in order for MCE and CPUC employees, representatives, agents, designees and contractors to inspect the Services.

6. INSURANCE:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Contractor shall provide thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage; failure to provide such notice will be a material breach of this Agreement and MCE may immediately terminate this Agreement or take other actions in its discretion. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **two million dollars (\$2,000,000) per incident with a four million dollar (\$4,000,000) aggregate limit.** "Marin Clean

Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

- 6.2. AUTO LIABILITY (REQUIRED IF CHECKED ☒).** Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000) and in aggregate. This liability will only be applicable when automobile use is required for performing Services under applicable Statement of Work.
- 6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services in compliance with applicable law.
- 6.4. PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☒.** Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident and \$2,000,000 USD in aggregate. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.
- 6.5. PRIVACY AND CYBERSECURITY LIABILITY (REQUIRED IF CHECKED ☒.** Contractor shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence and \$2,000,000 USD in aggregate.

7. OMITTED.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except to R Systems, Inc. which is Contractor's subsidiary or for any subcontract work expressly identified in each Statement of Work and attachments thereto. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, each Statement of Work and attachments thereto.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties

shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written request from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. DEFINITION OF "MCE DATA". "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **July 13, 2020**.

10.2. DEFINITION OF "PERSONAL INFORMATION". "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Contractor shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

10.3. MCE DATA SECURITY MEASURES. Prior to Contractor receiving or having access to any MCE Data, Contractor shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **July 13, 2020**, and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Contractor to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

10.4. CONTRACTOR DATA SECURITY MEASURES. Additionally, Contractor shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

10.5. RETURN OF MCE DATA. Promptly after this Agreement or a Statement of work terminates or expires, and for each Statement of work, (i) Contractor shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any), provided that Contractor's attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

10.6. OWNERSHIP AND USE RIGHTS.

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data.

- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE on behalf and for the benefit of MCE's respective customers. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party upon payment of all applicable undisputed invoices as per section 2 of this Agreement. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.
- d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

10.7. EQUITABLE RELIEF. Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

Neither Party shall be responsible for delays or failures in performance resulting from unforeseen acts of God, strikes, lockouts, riots, acts of war, and government regulations (collectively, a "Force Majeure Event") where the Party seeking to excuse its performance has used commercially reasonable efforts to ensure its ability to perform despite a Force Majeure Event, including having and maintaining a commercially reasonable business continuity program. A Party that is unable to perform due to a Force Majeure Event must give the other Party prompt notice but no less than three (3) business days after it becomes aware of or reasonably believes it will be unable to perform due to a Force Majeure Event. If as a consequence of Force Majeure, performance by a Party under this Agreement is prevented for a period longer than one (1) month, then the other Party shall have the right to terminate this Agreement without penalties, provided however, MCE will be obligated to pay for any Services it has received and accepted prior to the date the Agreement is terminated.

12. TERMINATION:

12.1. Breach; Convenience. Either party may terminate this Agreement or any Statement of Work if the other party is in material breach of any of its obligations under this Agreement and has not cured the breach within thirty (30) days of written notice specifying the breach. MCE may terminate this Agreement or any Statement of work for any reason by giving Contractor thirty (30) calendar days' written notice. Further, MCE may terminate this Agreement including any Statement of Work immediately by providing notice if Contractor: (a) breaches its confidentiality obligations or (b) files for bankruptcy, becomes insolvent or makes an assignment for the benefit of its creditors.

12.2. Effect. In the event of termination not the fault of Contractor, Contractor shall be paid for Services performed to the date of termination and accepted in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement, amendment(s), or schedules. Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any

cancellation or termination charges by MCE under this Section 12, Contractor shall have delivered to MCE any and all reports, drawings, documents and deliverables prepared for MCE before the effective date of such cancellation or termination.

12.3. Changes. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. MCE may also terminate this Agreement or any Statement of Work if funding for this Agreement or any Statement of Work is reduced or eliminated by a third-party funding source.

12.4. Transition. Upon MCE's termination of this Agreement or any Statement of Work for any reason, Contractor shall, and shall cause each Contractor Party to, bring the Services to an orderly conclusion as directed by MCE. Contractor and each Contractor Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of MCE. MCE, at its option, may take possession of any portion of the Services paid for by MCE.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE except to R Systems, Inc. which is Contractor's subsidiary.

14. AMENDMENT; NO WAIVER:

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations in the course of any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California. Neither Party will claim lack of personal jurisdiction or forum non conveniens in these courts. Contractor agrees that MCE may serve process on its California subsidiary, R Systems Inc.

17. INDEMNIFICATION:

17.1 Indemnification. Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, (collectively "MCE Indemnified Parties"), harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all Claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement or any Statement of Work. Additionally, Contractor will defend, indemnify, and hold MCE Indemnified Parties harmless from and against all Claims to the extent such Claims arise out of or relate to:

- (A) Contractor's breach of Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, 5.8, 5.9 and Section 10,
- (B) Contractor's infringement, misuse, or misappropriation of third-party intellectual property or proprietary rights, or
- (C) Contractor's non-compliance with applicable laws, rules, or regulations.

"Claim(s)" means any and all (1) third-party claims, actions, demands, lawsuits, or proceedings and (2) damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgement or order issued by a governmental, regulatory or judicial body), in each case arising out of that third party claim, action, demand, lawsuit, or proceeding.

17.2 Additional Remedies. In addition to all other remedies available to MCE, if use of services or Deliverables under this Agreement or any Statement of Work is enjoined or injunction is threatened, Contractor, at its expense, will notify MCE and immediately (i) procure for MCE the right to continue using such services and Deliverables, or (ii) replace or modify such services and Deliverables so that they are noninfringing and useable to MCE's satisfaction. If Contractor does not comply with this Section 17.2, then in addition to any amounts reimbursed under this Section 17, Contractor will refund all amounts paid by MCE for infringing services and Deliverables and pay reasonable costs to transition Services to a new supplier.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. **INVOICES; NOTICES:**

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Troy Nordquist

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (925) 378-6767

Notices shall be given to Contractor at the following address:

Contractor: R Systems International Limited

Address: C-40, Sector 59, Noida 201307 UP India

Email Address: mandeep@rsystems.com

Telephone No.: _____

20. **ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Form of Statement of Work		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment		
<u>Schedule A.1</u>	<input checked="" type="checkbox"/>	Statement of Work for Data Analytics Platform ("DAP")		
<u>Schedule A.2</u>	<input checked="" type="checkbox"/>	Statement of Work for Customer Relationship Management ("CRM")		

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:

Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

28. CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY:

28.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR OTHER DIRECT OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, WHETHER ARISING FROM CONTRACT OR NEGLIGENCE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

28.2 Notwithstanding anything contained under this Agreement, each Party's maximum aggregate liability for damages (including attorney's fees and any other costs and expenses related to the collection of such damages), shall be limited to the total fees paid by MCE to Contractor under this Agreement for each approved Statement of Work, for which damages are alleged within twelve (12) calendar months period prior to the action resulting in said damages.

28.3 The limitations in Sections 28.1 and 28.2 do not apply to Contractor's indemnification obligations; breach of confidentiality, privacy and security obligations; failure to comply with applicable laws as set forth in Section 5.3; or fraud, willful or intentional misconduct or gross negligence.

29. SOLICITATION OF EMPLOYEES:

During the term of this Agreement and continuing for two (2) years thereafter, both MCE and Contractor mutually agree not to hire, contract, or solicit the employment of any current or previous employee of either party who has been involved with this Agreement or performance hereunder, either indirectly or directly, unless a period of twelve (12) months has elapsed from the last date that such employee was employed by either MCE or Contractor as the case may be, without the prior written authorization of their respective companies, provided, however, that this Section 29 shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____

MODIFICATIONS TO STANDARD SHORT FORM MASTER SERVICES AGREEMENT

☒ **Standard Short Form Master Services Agreement Content Has Been Modified**

List sections affected: 2, 3, 5.1, 5.6, 5.10, 6, 7, 8, 10.3, 10.5, 10.6(b), 11, 12, 13, 15, 16 and 17; added section 5.2, 12.4, 17.2, 28, and 29

Approved by MCE Counsel: _____

Date: _____

Exhibit A
Form of Statement of Work

Schedule A.____
Statement of Work for [Describe Work]

This Schedule A.____ is entered into on **[Date]** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and R SYSTEMS, INTERNATIONAL LIMITED, hereinafter referred to as "Contractor", dated **April 1, 2021** ("MSA").

Contractor will provide the following services as requested and directed by MCE Manager of Technology and Analytics, up to the maximum time/fees allowed under this Statement of Work:

- [Describe work]

Attached as **Attachment A** is the technical scope of work for this request.

Billing:

Contractor shall bill upon completion of each milestone after MCE has accepted the deliverables within that milestone. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of \$[_____] for the term of this Statement of Work. In no event shall the total cost to MCE for the services provided under all statements of work between Contractor and MCE exceed the contract amount set forth in Section 3 of the MSA.

Term of Statement of Work:

This Statement of Work shall commence on **April 1, 2021** and shall terminate on **March 31, 2022**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.____ on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Date: _____

EXHIBIT B

FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Contractor will bill MCE on a time and materials basis based on the number of hours expended on the Project for the previous month according to the following rate schedule:

Salesforce Developer	\$34/hour
Senior Salesforce Developer	\$35/hour
BI Engineer	\$35/hour
Data Engineer	\$35/hour
Visualization Developer	\$35/hour
Onsite Salesforce Developer	\$110/hour
Solution Architect/PM	\$140/hour
Marketing Cloud Blended Support	\$75/hour

Contractor will provide monthly invoices with the following details:

- Approved Time Sheets
- Total Hours Spent by each member
- Project Deliverables achieved during each billing cycle.

Contractor will bill MCE based on the number of hours expended on the Project for the previous month, however MCE will not be obligated to pay the applicable fees unless and until MCE Manager of Technology and Analytics has reviewed and approved each detailed, monthly invoice.

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$550,000** for the term of the Agreement.

Statement of Work**Schedule A.1****Statement of Work for Data Analytics Platform ("DAP")**

This Schedule A.1 is entered into on **April 1, 2021** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and R SYSTEMS, INTERNATIONAL LIMITED, hereinafter referred to as "Contractor", dated **April 1, 2021** ("MSA").

The First Agreement between MCE and Contractor dated August 3, 2020 is terminated as of April 1, 2021.

Contractor will provide the following services as requested and directed by MCE Manager of Technology and Analytics, up to the maximum time/fees allowed under this Statement of Work:

- Implement phase 2 of Data Analytics Platform for MCE

Attached as **Attachment A** is the technical scope of work for this request. In the event there is any conflict between the Terms of this MSA and Attachment A regarding the services and the relationship between the Parties, the Terms of this MSA shall govern and control the rights and obligations of MCE and Contractor.

Billing:

Contractor shall bill monthly on a time and materials basis and according to the rate schedule listed in Exhibit B of the MSA for hours performed. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$60,000** for the term of this Statement of Work. In no event shall the total cost to MCE for the services provided under all statements of work between Contractor and MCE exceed the contract amount set forth in Section 3 of the MSA.

Term of Statement of Work:

This Statement of Work shall commence on **April 1, 2021** and shall terminate on **March 31, 2022**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.1 on the date first above written.

APPROVED BY**Marin Clean Energy:****Contractor:**

By: _____

By: _____

Title: _____

Name: _____

Date: _____

Date: _____

Statement of Work**Schedule A.2****Statement of Work for Customer Relationship Management ("CRM")**

This Schedule A.2 is entered into on **April 1, 2021** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and R Systems, International Limited, hereinafter referred to as "Contractor," dated **April 1, 2021** ("MSA").

The Second Agreement between MCE and Contractor dated November 30, 2020 is terminated as of April 1, 2021.

Contractor will provide the following services as requested and directed by MCE Manager of Technology and Analytics, up to the maximum time/fees allowed under this Statement of Work:

- Implement phase 2 of CRM System

Attached as **Attachment B** is the technical scope of work for this request. In the event there is any conflict between the Terms of this MSA and Attachment B regarding the services and the relationship between the Parties, the Terms of this MSA shall govern and control the rights and obligations of MCE and Contractor.

Billing:

Contractor shall bill monthly on a time and materials basis and according to the rate schedule listed in Exhibit B of the MSA for hours performed. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$150,000** for the term of this Statement of Work.

Term of Statement of Work:

This Statement of Work shall commence on **April 1, 2021** and shall terminate on **March 31, 2022**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.2 on the date first above written.

APPROVED BY**Marin Clean Energy:****Contractor:**

By: _____

By: _____

Title: _____

Name: _____

Date: _____

Date: _____

Attachment A

Technical Scope of Work for Data Analytics Platform Phase 2

1.1 Major milestones for the Phase-2

1. Data Ingestion

- a. Customer data ingestion
- b. SMD Usage data ingestion (Share my data from PG&E)
- c. Billing data ingestion
- d. PG&E Blue bills (Monthly Energy Statements)
- e. Gas Data ingestion and processing
- f. Spatial dataset ingestion
- g. BI Environment creation and report generation
- h. Ad-hoc data ingestion

2. ETL data pipeline

- a. Interval/Usage data Transformation logic (3 days window for Usage data)
- b. XML Data modeling
- c. Create the ETL job using PySpark.
- d. Test the ETL job end to end.
- e. The ETL Data pipeline will

3. Azure Databricks (Provision on demand)

- a. Analyze Cost effectiveness of Azure Databricks (Provision on demand)
- b. Design the flow using ADF to launch Azure Data Bricks on demand and shut it down when pipeline finished running. This will save the compute cost.

4. Data warehouse (Synapse)

- a. Create tables and views for the following data:
 - i. Customer data
 - ii. SMD date
 - iii. Billing data
 - iv. PG&E Blue bills
- b. Utilize Azure Synapse as serverless service to utilize pay-per-use.

5. Job Monitoring

- a. Robust metadata and auditing log tables.
- b. Monitoring design for both Customer and Usage Job.
- c. The metrics could be but not limited to:
 - i. How many jobs ran in a time window?
 - ii. Job Status : Which Job failed or succeeded.
 - iii. ETL job execution time and detail.

Resource plan

Not all the team member will be working full time except the Azure Engineers.

File Type	Task Type	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20
Customer Master - 401	Development																				
	Unit and Integration Testing																				
	Name parsing																				
SMD	Development																				
	Unit and Integration Testing																				
Billing Data	Development																				
	Unit and Integration Testing																				
PG&E Blue bills	Development																				
UAT and Prod support	Support																				
	R-1																				
	R-2																				

2.1 R Systems Resources

The primary responsibilities of the roles are described herein, but it is also understood that the individuals will not be limited to the stated responsibilities but will be required to take up other appropriate tasks and responsibilities as the project demands.

Role	Role Description	Responsibilities
Data Engineer	Will have 5-10 years of experience in working with ETL data pipelines on-prem and cloud. 2+ years of experience working with Azure data platform including ADLS and Azure Data warehouse.	Configure, install, develop, deploy and schedule Data pipeline in-line with designed Azure architecture and infrastructure. Job design review sessions and performance recommendations. Also, Perform ETL and do data validation

Project Manager	10+ years of experience in project management for ETL and Data projects.	Manage and guide data to day activities of the project and give status to the Product owner.
------------------------	--	--

2.2 Assumption

- Adding/removing resource will require 2 weeks of notice period.
- For Customer 4013
 - Files will be copied from PG&E server only
 - There are approx. 15 Reference tables
 - Design will be provided by client
- SMD
 - Design will be provided by client

3.1 Team Composition

Here is the proposed team composition:

Team Member	Number of Members
Azure Data Engineer	2
Project Manager	1

4.1 Effort for Phase-2

It will be 20 weeks of effort for the phase. And, this is T&M based project.

5.1 Cost

Includes Phase-2 design and implementation.

Offshore 20 weeks engagement

Name	Hours	Total
Data Engineer 1	40 hours/week	\$35
Data Engineer 2	20 hours/week	\$35
BI Engineer	20 hours/week	\$35

Rough estimate of total cost in 26 weeks would be:

80 hours x 40 hrs./week x 20 weeks

= \$56,000

Note: The total cost of the project will not exceed more than \$56,000, assuming there is no change request. Any change request will be approved by MCE and R Systems project manager.

Phase-2 will be T&M based project. As per estimation, this phase will be of 20 weeks.

Add-on resources

In case more resources are needed besides two data engineers and one project manager, those can be added as need basis as mentioned in the rate card below:

Resource	Hourly rate
Data Engineer	\$35
Visualization Developer	\$35

Payment Terms

R Systems will invoice MCE for all time expended at the agreed upon hourly rate and plus actual travel and living expenses. Any travel and/or living expenses needed by Contractor to perform the Services herein require MCE's approval prior to the expense being incurred. Client will be billed monthly.

5.1 Change Request Form

CHANGE REQUEST FORM		
Change Description		
Project Name: MCE DAP	Change Name:	Number:
Requested By:	Contact:	Date:
Description of Change:		
Reason for Change:		
Priority [Circle One]: 1. High 2. Medium 3. Low		
Impact on Deliverables:		
Impact of Not Responding to Change (and Reason Why):		
Date Needed:	Approval of Request:	Date:
Change Impact		
Tasks/Scope Affected:		
Cost Evaluation:		
Risk Evaluation:		
Additional Resources:		
Duration:		
Impact on Deadline:		
Comments:		
Sign Offs		
[Circle One]: 1. Accepted 2. Deferred 3. Rejected 4. More Info Requested		
Comments:		
Project Manager Signature:	Date:	
Decision Maker Signature:	Date:	

Attachment B

Technical Scope of Work for Customer Relationship Management Phase 2

1.1 Project Lifecycle

This Project will be implemented in concurrence with Agile methodology framework.

1.1.1 Project Standard Operating Procedures

The following section will define roles and responsibilities of Implementer for the Project

- We will create user stories based on the requirements shared by MCE
- We will follow Source Code versioning standards as defined by MCE
- Our team will be responsible for Code reviews before deployments
- We will be responsible for Solution Design, development activities, unit testing
- We will ensure adherence to Salesforce coding standards and subsequent coding best practices
- Deployment to be undertaken by the Implementer along with publishing a consolidated list of deployment artefacts at end of each sprint
- MCE Business Team to provide written user acceptance testing sign-off prior to Production deployment
- We will provide following set of documents at the time of Project completion including but not limited to:
 - Technical Implementation details
 - Architectural Limitations details (if any)
 - Deployment Document
 - Change Log
- We will provide 2 weeks of Post Go Live warranty support
- MCE to provide Project Completion Certificate Post Go Live
- We will provide user training as required by MCE

1.1.2 Quality Assurance Scope

The responsibility for Quality Assurance will be with MCE which should include but not limited to:

- Validate and sign off acceptance criteria for each story
- Smoke and Sanity checks at end of each deployment cycle
- Regression testing at point of delivery of each sprint increment
- Establish a bug tracking interface and turnaround cadence
- Publish a fully detailed test case repository on any tool as chosen by MCE
- Publish a passing percentage report for each sprint increment

1.2 General Scope and Deliverable

CRM Setup & Security

The Salesforce setup will encompass the following artifacts:

d. User Profiles & Permission Sets

Profiles in Salesforce defines the tasks an authorized user that can perform in the system. It also controls what data they can or cannot see. Permission Sets open additional access that is required by only a specific sub-set of users underneath a common / different profile(s).

The Implementer will build upon the basic structure created in Phase 1 to be more specific, as needed, per MCE's requirements.

e. User Roles

The Implementer will modify the user role hierarchy structure in Salesforce, as needed. Role Hierarchy can be used with Organization-Wide Security settings to determine the levels of access that users have to your CRM org's data. Roles within the hierarchy affect access on key components such as records and reports.

f. User Credentials

The Implementer will modify each user to unique username, password, and Profile, as needed. This deliverable will include creating Salesforce Users for identified MCE Resources.

g. Organization-Wide Security

The org-wide sharing defaults will set the baseline access for records. This allows controlling visibility of record rows based on Record Ownership. It allows controlling access to an Object's records by setting them as Full control to Owner, Read Only for Everyone except Owner, Read Write for Everyone, etc. It also allows opening record access to Salesforce users above the Owner in the Role Hierarchy.

The Implementer will build upon the basic structure created in Phase 1 to be more specific, as needed, per MCE's requirements.

Powerpath Instance Migration To CRM

- R Systems will continue the work started in Phase 1 to complete the integration of POWERPATH into the CRM, functionality and data migration.
- Review POWERPATH Architecture for future enhancements to work seamlessly with other changes. This involves analysis of how POWERPATH is setup and capturing / identifying the Data Points captured by Aiqueous. These will be documented for replication in CRM system
- Production Migration & Go-Live plan and documentation

SalesForce Marketing Cloud Integration

As part of this project, the Implementer will perform real time integration of Marketing Cloud with Salesforce to allow it to reference the data stored natively in Salesforce objects of Accounts, Leads, Contacts and other Custom objects for running the Campaigns. The integration will be done using third party integration tools that MCE will procure.

R Systems will implement the following Marketing Cloud functionality

- Campaigns & Metrics
- Custom Fields – *Birthdays/Anniversaries & Bounce Data/Reasons*
- Leads & Contacts
- Accounts & Person Accounts
- Custom Objects

The implementation will include the following Marketing Cloud components:

- Journey Builder
- Advertising Studio Professional
- Email Studio
- Mobile Studio
- Datorama Reports

Document Deliverables & User Trainings

The Implementer will provide the following documentation as part of this implementations:

- Business Requirement Document
This will document the User Stories for each Major Deliverable.
- Solution Design Document
This document will include:
 - Technical Implementation
 - Architectural Limitations
- Deployment Document
This document will include the Pre and Post Deployment steps to take for successfully deploy the changes to the Production CRM Environment.

The Implementer will also conduct the following Trainings for MCE Administrators:

- Managing the Salesforce Environment
- Onboarding and Offboarding Salesforce Users
- Setup Salesforce Surveys
- Setup Formstack forms

The Implementer will conduct the following Trainings for identified MCE Users to help them understand and familiarize themselves with the system. MCE will be responsible to provide the list of users

1.3 Specific Technical Deliverables

Implementer will provide the following deliverables in Sprints:

- Top 250 Customers: Modify current implementation to use actual energy usage as a criterion for this report
- Train users on all new features and provide documentation for those features as they are implemented during sprints
- Data Migration from Calpine CRM
 - Identify data that is currently managed and hosted by Calpine. At a minimum, at this time we know that this will include:
 - Data that is one-to-one with the Account and/or Service Agreement, such as MCE Product and Opt-In Date
 - Repeating related data, such as Activities, Tasks, Notes, Contacts
 - Implement MCE CRM architecture
 - Identify statuses and fields that needs to be changed
 - Extract Calpine data
 - Product Opt-in and Opt-Out dates
 - Contacts that are only in the Calpine CRM
- Migrate from 4013 Customer data in the MCE data warehouse as needed, to support new and modified functionality
- Migrate and integrate customer usage data
- Migrate or link to data specific to customer billing, including pdfs of customer bills
- When needed, restructure data structure in the CRM architecture to support new and modified functionality, to include remigration of data if needed
- Up to 10 Dashboards with Metrics (only based on available data in MCE CRM and within CRM limits)
- Up to 15 reports (only based on available data in MCE CRM and within CRM limits)
- Set up complex Roles and permissions to support different groups of users having different data access needs, including within departments, as needed
- Set up new Account Record types, with different data sets within objects, as needed
- PMP Migration to Production and Integration to other teams
- Migrate activity data for all Accounts
- Create Custom Component to show more than 8 columns for the historical data
- Field level history tracking for beyond 18 months of history for other objects
- Marketing Cloud integration to CRM (Service Cloud Setup to Marketing Cloud)
- Bidirectional updates between MCE's CRM and MCE's data warehouse (Leveraging middleware tool like Mulesoft/Boomi)
- Setup customer energy profiles
- R Systems will design a process by which new contacts that are communicated to the CRM through automated means (i.e. Formstack) do not directly create Contact records, but rather are set to be processed by MCE to determine if these are new or existing Contacts.
- Modify current DW to CRM integration to account for the correct interpretations of "Closed" accounts
- Analyze and implement a method to make visible to the end-user customers' changes for Opt-In, Opt-out, Opt-up, and Opt-down

1.4 Deployment

For Phase 2 the following environment will be provisioned:

PROD ENVIRONMENT

The development will start in a sandbox environment and once the user acceptance training ("UAT") is complete, all changes will be pushed into production.

DEV ENVIRONMENT

Each developer will have their own dev environment if needed and push changes daily to fullcopy sandbox.

1.4.1 Discovery Process

For each Discovery Phase R Systems will engage with a stakeholder identified by MCE. This engagement will be over daily scheduled calls between the MCE Stakeholder and R Systems at a mutually acceptable time.

MCE Stakeholders will be responsible for sharing the Business processes and Security considerations required. As part of the discussions, R Systems will document and prepare:

- a) A System Requirement Specification Document (SRS) capturing the requested Business processes and Security considerations for review and approval by MCE stakeholders. This SRS will be considered as an Epic.
- b) Individual user stories under the Epic by breaking the SRS into small, manageable, and trackable development pieces. Each User Story will include but not be limited to:
 - a. Schema Changes (Custom Objects & Fields)
 - b. Display Layout Changes (Page Layouts)
 - c. Security Changes (Field Level Security, Organization Wide Sharing Settings, Profile Access, Sharing Rules)
 - d. Business Processes (Validation Rules, Automations)
 - e. Acceptance Criteria which will define Definition of Done (DoD) which will be pre-signed off by the MCE Stakeholder to freeze the requirement of each ticket.
 - f. Each story will be recorded as a project backlog.
 - g. These stories will be planned for each Sprint Milestone as part of the details outlined in Section 1.3

R Systems will be documenting the above in a Tool provided and approved by MCE. MCE stakeholder will be responsible for signing off on the Acceptance Criteria for each story documented in the tool (Jira / Asana / Trello / Any other tool proposed by MCE).

1.4.2 Quality Assurance Process

The Quality Assurance process will be MCE's Responsibility. The scope of this process will include details laid out under Section 1.1.2 Quality Assurance Scope.

The following process will be followed per Sprint:

- a) R Systems will develop individual user stories defined in the Discovery Phase in Developer Sandboxes and perform unit testing to ensure that the stories meet the defined Acceptance Criteria.
- b) R Systems will then deploy changes for individual user stories to QA Sandbox thereby making these changes available for MCE's QA team to validate.
- c) MCE's QA team will test these deployed user stories as per the QA scope and ensure that all the parameters laid out under the Acceptance criteria are met.
- d) In case any deviation is identified, QA Team will raise appropriate Bug / Enhancement Tickets for the Development team to fix either as part of the current Sprint or as part of the upcoming Sprint.
- e) Once all laid out parameters for the story are met, the QA Team will be responsible to mark the Story as QA Complete
- f) Any Change Requests identified during QA Testing, will be logged as a separate User Story (Enhancement), and will be placed in the Project Backlog. R Systems will be responsible to perform Effort estimations to evaluate if it can be absorbed as part of this project's scope or taken up as a future project.

1.4.3 Project Planning & Coordination

At project kick-off, R Systems will engage all the stakeholders responsible for implementation of the project. The stakeholders including MCE's designee will be involved in the initial project planning and shall be kept in consultation and with information while monitoring the progress and refining the plans and documents across different phases in consultation. The R Systems Project Manager will be responsible for managing the activities identified during Discovery and support R Systems in the execution of the project and for coordinating the response to the queries raised by R Systems during the project.

1.4.4 Project Tracking & Reporting

Following communication mechanism will be used for regular and effective tracking of project progress.

- a) Daily Scrum Calls
R Systems team will conduct a daily scrum call and involve respective MCE business stakeholders to resolve impediments (if any) on as needed basis.
- b) Weekly & Monthly Status Report

R Systems team will publish a weekly & a monthly status report to all stakeholders from R Systems and MCE providing the following details:

- Dashboard of progress against planned activities with original schedule, overruns, reasons for overruns and revised schedule (if required)
- Milestones achieved in previous week, with plan for the next week
- Problems encountered, corrective actions taken, and outstanding problems
- Change request tracking, risk identification, analysis, mitigation and contingencies

1.4.5 User Acceptance Testing

The testing will be based on an acceptance test plan, prepared by the MCE Technology and Analytics team and other designated members. The prime objective of user acceptance testing is to allow the users to test the complete Request Tracking Systems (RTS) built on Salesforce ensure that it satisfies the business objectives and requirements that were originally mentioned in the RFO and validated later during phase one with the users. The users are responsible for testing the application; the role of R Systems' team is to support. Before this test can begin, the following activities would need to be completed beforehand:

- Conversion & migration of existing data to new system that serves two purposes, viz. validating data conversion and testing via real data
- Creation of user acceptance test (UAT) case
- Use of bug tracking system to log and monitor identified bugs. Test cases would be repeated till the program successfully passes the test cases
- Creation of Test Report and a joint review meet by R Systems, at the conclusion of UAT phase, to discuss the UAT Report
- All bugs will be resolved prior to UAT completion. Successful completion of a UAT marks acceptance of the Request Tracking system, and any other new implementations

1.4.6 Knowledge Transfer & Training

For all 14 weeks of the R Systems Project Manager along with the team will perform a knowledge transfer to MCE. The knowledge transfer will involve:

- Delivering a written comprehensive plan that outlines all elements of the knowledge transfer
- Providing MCE representatives access to all development, testing, staging, and other environments needed to support the Salesforce enhancements
- Providing MCE IT Staff training on Salesforce enhancements at the conclusion of each iteration cycle and no less than one training session a month.
- Providing execution and control status of knowledge transfer at the end of each development sprint cycle/iteration. As requested by MCE Manager of Technology and Analytics, R Systems will provide execution and control status of knowledge transfer in weekly status reports
- Delivering a written report along with a presentation to MCE on lessons learned on the knowledge transfer process
- Ensuring a successful knowledge transfer to MCE at the end of each iteration. Successful completion of knowledge transfer requires a formal MCE acceptance in writing. A successful knowledge transfer includes delivery of desk procedures, user guides on software updates, maintenance, and operations

1.5 High Level Project Schedule

The CRM implementation will be delivered in 14 Weeks, with five sprints where each sprint will focus on delivering a predefined and agreed set of features. Each sprint will be of Two weeks duration. The sprint will include:

- | | |
|--------------------------------|--------------------------------|
| • Story Boarding/Task Planning | • Solution/Feature Development |
| • Test Deployment | • User Demo |

1.6 Assumptions

- MCE will assign appropriate contact(s) to participate on-need basis. The contact(s) should be able to understand the project purpose, make decisions related to requirements, provide & facilitate access to necessary individuals & information within MCE, and to approve final deliverables
- MCE will provide necessary and sufficient access to software applications and network for this effort
- The Solution is based on the provided Requirement document
- As part of the best practice recommended by Salesforce, Implementer will be leveraging Out of the Box (OOB) functionality
- Any customization needs to be approved by both MCE's Manager of Technology and Analytics and R Systems.

- The Solution Design consideration should be 90% OOB and only 10% customization. Any deviation should require proper discussion, impacts, and email approval from MCE.
- Test Coverage for customization should be minimum 90%
- All User stories should be captured in JIRA
- Implementation should be by using Agile Methodology
- Complete implementation will happen by using Lightning Web Component (LWC)
- Following Sandbox, will be provided for implementation
 - 1 (Partial Copy) Sandbox will be available for DEV
 - 1 (Partial Copy) Sandbox will be available for QA
 - 1 (Full Copy Sandbox) will be available for UAT.



April 1, 2021

TO: MCE Technical Committee

FROM: Alexandra McGee, Strategic Initiatives Manager

RE: Third Agreement with Rising Sun Center for Opportunity
(Agenda Item #05 C.3)

ATTACHMENT: Proposed Third Agreement with Rising Sun Center for
Opportunity

Dear Technical Committee Members:

SUMMARY:

MCE has partnered with Rising Sun Center for Opportunity on various occasions in the past, including a 2016 partnership to support workforce development training for youth in San Pablo and El Cerrito. This proposed Third Agreement ("Agreement") with Rising Sun would provide MCE with a workforce education and training provider to support our Energy Storage Program and support our mission by providing workforce benefits and creating more equitable communities. Under the Agreement Rising Sun would support MCE customers by developing a training program for multiple cohorts of job seekers, work with the Energy Storage Program's Trade Allies to coordinate interviews and possible placement of job seekers in jobs with these Trade Allies and their subcontractors, and provide case management services to job seekers.

Background

MCE's Board approved the Resiliency Fund in 2019. Those funds have built MCE's Energy Storage Program. This program has provided gap funding, technical assistance, and customer support for installations of battery energy storage systems since 2020. A goal of the program is to provide workforce education and training opportunities to our communities and create high-road careers for job seekers with the contractors installing energy storage systems.

Rising Sun Center for Opportunity was included as the workforce development subcontractor in TRC's successful bid to be the primary implementer of MCE's Energy Storage Program. In FY 2021/22 MCE seeks to take Rising Sun's contract in house from

TRC to better integrate Rising Sun's scope of work with MCE's other workforce, education, and training (WE&T) efforts. We believe this alignment, the fact that Rising Sun has not yet started working under the TRC contract, and their previous track record working with MCE, makes them an excellent partner to take in-house.

- Services Include:
 - Meeting with Energy Storage Program trade allies to identify desired skills, scope out training, and identify needs of providers.
 - Develop a training program for energy storage systems, incorporating parts of the decarbonization curriculum being developed for MCE's WE&T program.
 - Train at least 60 and up to 120 participants with energy storage job skills.
 - Before December 31, 2022, provide case management services to help place graduates in job openings with the MCE's Energy Storage Program trade allies as well as with participating MCE's WE&T program electrification contractors.

Fiscal Impacts: The proposed third agreement shall not exceed \$204,000. Costs are included in the FY 2021/22 Strategic Initiatives Budget.

Recommendation: Approve the proposed Third Agreement with Rising Sun Center for Opportunity.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND RISING SUN CENTER FOR OPPORTUNITY**

THIS THIRD AGREEMENT ("Agreement") is made and entered into on **April 1, 2021** by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and **RISING SUN CENTER FOR OPPORTUNITY**, a **California non-profit** with principal address at: **1116 36th Street, Oakland, CA** (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

WHEREAS, Contractor desires to provide the Services to MCE;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a quarterly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond one hundred twenty (120) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$204,000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **April 1, 2021** ("Effective Date") and shall terminate on **December 31, 2022**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents, warrants and covenants that (a) it is a **non-profit** duly organized, validly existing and in good standing under the laws of the State of **California**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law")

5.3. LICENSING. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

5.4. NONDISCRIMINATORY EMPLOYMENT: Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

5.5. ASSIGNMENT OF PERSONNEL. The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

6. INSURANCE:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **one million dollars (\$1,000,000) with a two million dollars (\$2,000,000)** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

6.2. AUTO LIABILITY (REQUIRED IF CHECKED ☒). Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).

6.3. WORKERS' COMPENSATION. The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

6.4. PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☐. Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.

7. RESERVED

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except for any subcontract work expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written request from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**10.1. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data. "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.
- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE on behalf and for the benefit of MCE's respective customers. MCE shall have the exclusive right to

use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.

- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.
- d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

10.2. EQUITABLE RELIEF. Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

12.1. If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

12.2. Either Party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by registered mail or by email to the email address listed in Section 19.

12.3. In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Contractor shall not enter into any

agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.

- 12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- 12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6.** Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.
- 12.7.** Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.
- 12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24, and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

14. AMENDMENT; NO WAIVER:

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address:	invoices@mcecleanenergy.org
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All other notices shall be given to MCE at the following location:

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
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San Rafael, CA 94901

Email Address:	contracts@mcecleanenergy.org
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Telephone No.:	(925) 378-6767
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Notices shall be given to Contractor at the following address:

Contractor:	Julia Hatton
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Address:	1116 36th Street
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Oakland, CA 94608

Email Address:	hatton@risingsunopp.org
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Telephone No.:	(510) 665-1501 x305
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20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment		

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the

power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:

Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____

MODIFICATIONS TO STANDARD SHORT FORM

☐ Standard Short Form Content Has Been Modified

List sections affected: Section 2

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

A. Basic Scope of Work

Contractor will provide the following services as requested and directed by MCE staff to implement a workforce development and employment program ("Program") that supports MCE's Energy Storage System ("ESS") Program through the duration of contract.

Task 1: Training Program Development

For the Program, Contractor will implement their Multi-craft Core Curriculum ("MC3")-certified training Opportunity Build Program and develop a curriculum that includes ESS-specific training, that will be driven by input from trade partners working on the project. In this capacity, the Contractor will be obligated to:

1. Train and upskill up to 120 low-income Bay Area adults with barriers to employment (pending restrictions related to COVID-19). Training and upskilling will be repeated each program year until end of Contractor's Program participation.
 - a. Provide training through five cohorts through the period of performance. Cohort modules will be selected in collaboration with MCE to address barriers for employment including offering trainings during evenings and on weekends.
2. Work with the trade partners and employers to develop a curriculum for ESS-specific training, providing upskilling trainings for each MC3 cohort.
 - a. Coordinate curriculum development with Contractor's trade partners, which may include Trade Allies or additional partners of Contractor. This includes the designation of a lead coordinator to work with Trade Allies and MCE in conjunction with training, curriculum development, and logistics.
 - b. Review curriculum and content with MCE for approval.
 - c. Trade Allies, trade partners, and vendors will be hosted to provide specific training during cohorts.
 - i. Including a decarbonization module facilitated by MCE's Workforce Education and Training ("WE&T") program
 - d. Coordinate job site field trips for each cohort (pending COVID-19 safety measures).
3. Work with trade partners to develop a curriculum for and provide up to 2-3 days of specific training addressing battery storage, decarbonization, and electrical work per cohort.
 - a. Review curriculum and content with MCE for approval.

Task 1 Deliverables

- In partnership with the trade partners, fully developed trainings and upskill curricula for ESS, and battery storage and electrical work.
- A designated lead coordinator to work with Trade Allies and trade partners.
- Quarterly report on Task 1 activities.

Task 2: Case management

Contractor will provide at least 12 months of intensive case management services for all trainees hired by Trade Allies or trade partners. Case management includes the following tasks:

1. Connect and meet with ESS Trade Allies, trade partners, employers to place in employment a goal of 3 graduates and up to 12 graduates from the training program, ensuring that graduates are placed in jobs earning at minimum \$20/hr along with a benefits package that includes health care at a minimum.
 - i. Beyond these ESS placements, trainees interested in home performance and electrification jobs will also be referred to MCE's WE&T program placements.
2. Provide employment barrier removal services, such as:
 - a. Providing networking opportunities and interview preparation.
 - b. Providing space for on-site interviews.
 - c. Helping removing transportation barriers.
 - d. Providing support for housing security.
 - e. Providing resources and referrals to child-care services.
 - f. Assisting in obtaining a driver's license.
 - g. Providing support for mental health and substance abuse services.
 - h. Providing additional services as necessary.
3. Provide a quarterly report of Task 2 activities

Task 2 Deliverables

- Quarterly report of Task 2 activities, including metrics and progress of trainings, barrier removals and graduate placements.
- Placing into employment up to 12 graduates from the training program

Task 3: Ad Hoc Consulting

Contractor will consult with subcontractors and Trade Allies to understand MCE's diversity and workforce development requirements and policies to ensure they are enacted on the teams and in the fields.

Task 3 Deliverables

- Attendance at meetings with MCE and MCE's implementer of its Energy Storage Program as requested
- Leading meetings or trainings with subcontractors and trade allies
- Create collateral, to be approved by MCE, that subcontractors and Trade Allies may request to educate the program network of diversity policies locally or from client organization (e.g. 2-page factsheet about MCE's diversity policy and 1 web-page or printed factsheet about local policies). Collateral deliverable will be mutually agreed upon by Contractor and MCE.

B. Time (Schedule)

1. Contractor will perform work toward deliverables between April 1st, 2021 to December, 31st, 2022. After May 11th, 2022, the Contractor will continue training, however with a focus on offering placement of graduates with MCE's WE&T Program through December 31st, 2022. Contractor will complete work no later than December 31st, 2022."

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Contractor will perform work under this Agreement on a time and materials ("T&M") basis and will invoice quarterly on the 20th of the month following the end of each quarter, in accordance with the rates below. Contractor is authorized to invoice up to the maximum sum of the Agreement. When Contractor's billings reach 75% of the maximum sum, Contractor will notify MCE of the status of work and the expected billings for the remainder of the Agreement.

Contractor will invoice MCE at the following T&M rates:

Position	Rate
Chief Executive Officer	\$150/hour
Chief Program Officer	\$130/hour
Director of Adult Programs	\$110/hour
Associate Director of Operations	\$100/hour
Opportunity Build Senior Program Manager	\$90/hour
Opportunity Build Construction Instructor and Business Liaison	\$90/hour
Opportunity Build Career Services Manager	\$90/hour
Opportunity Build Case Manager	\$90/hour
Program Manager, Clean Economy Initiatives	\$90/hour
Program Associate	\$70/hour

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$204,000** for the term of the Agreement.



April 1, 2021

TO: MCE Technical Committee

FROM: Garth Salisbury, Director of Finance
Alice Havenar-Daughton, Director of Customer Programs
Jim Baak, Distributed Energy Resources Manager

RE: Residential Energy Storage Direct Loan Fund (Agenda Item #06)

Dear Technical Committee Members:

SUMMARY:

Staff proposes creating a \$4 million revolving Direct Loan Fund for MCE direct loans to residential customers wishing to participate in the Energy Storage Program (Program) and seeks direction to negotiate with National Energy Improvement Fund (NEIF) to provide loan origination and servicing. Funds would come out of cash reserves, not current revenues. Staff anticipates these direct loans will increase participation in the Energy Storage Program, helping MCE achieve its goal of 6 MWh of residential storage projects out of a total goal of 15 MWh for the entire 2-year Program.

Introduction: MCE launched its Energy Storage Program in the Summer of 2020 with the aim of enrolling 15 MWh of residential and nonresidential energy storage systems by the end of summer of 2022. MCE placed a priority on providing resiliency benefits for low-income, medical baseline and other disadvantaged customer classes, targeting 50% of the MWh for these priority customer segments.

To achieve this goal, through the Resiliency Fund MCE offers a variety of payments, including up-front (gap) funding, monthly bill credits and for nonresidential customers, a performance-based payment based on actual kWh discharged during peak demand periods. These payments are offered in exchange for allowing MCE to directly control the energy storage systems to reduce peak demand and absorb solar energy during the middle of the day to help reduce the cost of power and keep rates low for all customers. The Program was designed to leverage the CPUC's Self-Generation Incentive Program (SGIP) incentives to the maximum extent possible. However, SGIP funding for the Equity and Equity Resiliency customers, which include many of MCE's priority customer

segments, has been exhausted due to unprecedented demand for energy storage systems and a generous SGIP incentive. Incentives for general residential and nonresidential categories are also in high demand and will eventually run out.

Revolving Direct Loan Fund: To encourage continued enrollment in the Program and to mitigate the lack of SGIP incentives for priority customers, MCE has been investigating a variety of financing options to complement its performance-based payments. In particular, Staff has evaluated options to support low-income customers who might not otherwise qualify for or be able to afford loans to purchase energy storage systems.

Staff is proposing establishing a \$4 million revolving loan fund to provide below-market loans to residential customers participating in the Energy Storage Program. This fund would be created using cash reserves and not current revenues. The Revolving Loan Fund would remain an asset to MCE but the \$4 million would be dedicated to funding loans for energy storage. While the details of the loan program still need to be finalized, Staff is proposing offering 10-year, zero-interest and low interest loans to low-income Program participants and 5-year loans at 4.5% to 5.5% interest (inclusive of estimated loan origination and servicing fees) for all other residential participants.

Interest payments in excess of any origination and servicing fees and MCE's cost of money would be used to subsidize the zero-interest loans and offset any loan losses. Monthly principal and interest payments would replenish the revolving loan fund, with the goal of making the fund self-sustaining.

Loan Origination and Servicing: MCE's Energy Storage Program administrator, TRC, included National Energy Improvement Fund (NEIF) as a financing partner in its bid to MCE's Energy Storage Program solicitation. MCE has been working with TRC and NEIF to develop financing options for Program participants. NEIF is a Certified B-Corp non-bank financial institution that focuses on climate, resiliency, business growth and affordability. They currently provide financing for energy efficiency and resiliency programs for utility, state and federal government programs around the country.

After receiving a preliminary cost estimate for loan origination and servicing fees from NEIF, Staff contacted several other financial institutions to provide loan origination and servicing, including local banks and credit unions. None of the institutions contacted were willing or able to provide these services. Staff is therefore requesting authorization to begin negotiations with NEIF to provide loan origination and servicing for MCE's proposed residential energy storage direct loan program proposal.

Staff is in preliminary discussions with NEIF to work out the specifics of the financing program, including establishing minimum credit scores, estimating loan loss rates, finalizing fees and interest rates, and understanding regulations and reporting requirements for the Federal Truth in Lending Act and California Consumer Financial Protection Law. If authorized to proceed with negotiations, Staff anticipates having a contract ready for approval at the May 26th Board meeting.

Fiscal Impacts: Creating a revolving loan fund would have minimal fiscal impact on MCE. Aside from a small fee to set up the program with NEIF, the interest earnings and principal

repayments are expected to replenish the fund over time, offsetting loan losses and subsidizing zero interest loans to low-income Energy Storage Program participants. The fund would be created out of cash reserves, not current revenues and would remain an asset on MCE's balance sheet.

Recommendation: Direct Staff to allocate \$4M from cash reserves for a revolving Direct Loan Fund to provide direct loans to residential customers participating in the Energy Storage Program and to negotiate an agreement with NEIF for the origination and servicing of these loans.



Open Season 2021

Technical Committee - April 1, 2021

What is Open Season?

MCE's annual solicitation for large-scale renewable energy and storage projects



Purpose

To deliver one or more contracts that will:

- Fill open positions in MCE's portfolio
- Fulfill internal goals and regulatory obligations for clean energy, resource adequacy (RA) and long-term contracts
- Provide a hedge against market price volatility and help with budget certainty

Benefits

Annual competitive solicitations provide:

- Market intelligence for pricing and trends
- A wide variety of project types, sizes and locations
- An opportunity to secure the best deal(s) in a given year
- A signal to the market that MCE is an active participant

Products

Renewable Portfolio Content Category 1 (PCC1)

- New build
- Long term contracts (≥ 10 Years)
- Preference for in-state projects

Energy Storage

- Stand alone
- Paired with renewables

Resource Targets

Renewable PCC1

- Open to all eligible renewable generation and energy storage resources
 - Solar projects must be paired with storage
- Volume: 300 to 500 GWHs/year
- Online date: No later than June, 2024
- Number of projects: 1 to 3
- Generation shape: complimentary to existing portfolio
- Contract term: 10 to 20 years

Resource Targets

Energy Storage

- Type: Stand-alone or co-located with renewable generation resource
- Size: Up to 100 MWs
- Duration: 4 – 8 Hours
- Number of Projects: 1 - 2
- Online Date: No later than June, 2024
- Value Stream: Energy Arbitrage/Resource Adequacy/Ancillary Services
- Term: 5 to 20 years

Outreach

- MCE website
- Distribution list to 100+ vendors
- Announcement/Press Release
 - Trade organizations
 - Trade publications
 - Social media: Linked-In / Facebook / Twitter

Evaluation

- Price
- Generation profile
- Project viability
- Location
- Capacity value
- Counterparty
- Term
- Deliverability status
- Impact to power content label
- Creative financing structures
- Workforce development
- Community benefits

Draft Schedule 2021

- April: Solicitation launch
- May: Bids due
- June - July: Organize, analyze, evaluate, rank, short list
- August: Ad Hoc Committee presentation / Announce short list
- September: Interviews, final vetting, term sheet review
- October - November: Contract negotiations, internal review
- December: Tech Comm presentation / contract execution

What's new in 2021

Requirements:

- Higher efficiency standards for battery storage (2% improvement to round-trip efficiency)
- Responsible procurement mandate:
MCE will not accept any proposals for generating and/or storage facilities that rely on equipment or resources that are sourced from regions associated with forced labor, including the Xinjiang region of China
- More requirements governing pollinator habitat

What's new in 2021

Strong preference items:

- Project Labor Agreement (PLA)
- Participation of businesses that are owned by Disabled Veterans
- Participation of businesses that are located in a Disadvantaged Community (DAC Zone)
- Commitment to recycle system components (batteries, solar panels, wind turbines, etc.)
- US made equipment and components
- Construction labor and project materials sourced from 100-mile radius
- Pledge of community benefits:
 - Education
 - Environmental Justice
 - Workforce Development
 - Open Space preservation / habitat restoration

Thank You

David Potovsky
Senior Power Procurement Manager

