



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

Executive Committee Meeting Friday, October 1, 2021 12:15 P.M.

The Executive Committee Meeting will be conducted pursuant to the provisions of [Assembly Bill No. 361](#) (September 16, 2021) which allows a public agency to use teleconferencing during a Governor-proclaimed state of emergency without meeting usual [Ralph M. Brown Act](#) teleconference requirements. By using teleconference for this meeting, MCE continues to promote social distancing measures recommended by local officials. Executive Committee Members will be teleconferencing into the Executive Committee Meeting.

Members of the public who wish to observe the meeting and offer public comment during the Public Comment Open Time may do so telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access and to Offer Public Comment During the Public Comment Open Time, Please Join the Zoom Meeting at the Following Link:

<https://us02web.zoom.us/j/86945888046?pwd=clk2dXFKVEh0bk5Ba2dLUVhxQXg1QT09>

or Call in Using the Following Information:

Dial: 1-669-900-9128

Meeting ID: 869 4588 8046

Meeting Password: 357808

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Comment Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 Approval of 9.3.21 Meeting Minutes

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C.2 Second Amendment to the First Agreement with Disertus Energy, Inc.

6. Committee Matters & Staff Matters (Discussion)
7. 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 EXECUTIVE COMMITTEE MEETING MINUTES****Friday, September 3, 2021****12:15 P.M.**

The Executive 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: Denise Athas, City of Novato
 Edi Birsan, City of Concord
 Tom Butt, City of Richmond
 Barbara Coler, Town of Fairfax
 Cindy Darling, City of Walnut Creek
 Ford Greene, Town of San Anselmo
 Kevin Haroff, City of Larkspur, Committee Chair
 Shanelle Scales-Preston, City of Pittsburg
 Gabriel Quinto, City of El Cerrito
 Brad Wagenknecht, County of Napa
 Sally Wilkinson, City of Belvedere

Absent: Devin Murphy, City of Pinole

Staff

& Others: Jesica Brooks, Assistant Board Clerk
 Darlene Jackson, Board Clerk
 Melissa Giles, Manager of Strategic Marketing and Communications
 Alice Havenar-Daughton, Director of Customer Programs
 Vicken Kasarjian, Chief Operating Officer
 Zae Perrin, Manager of Customer Operations
 Sol Phua, Administrative Services Assistant
 Garth Salisbury, Director of Finance
 Heather Shepard, Director of Public Affairs
 Elyse Thomas, Administrative Services Assistant
 Dawn Weisz, Chief Executive Officer

1. Roll Call

Chair Haroff called the regular Executive Committee meeting to order at 12:15 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

Comments were made by Directors Birsan and Quinto.

DRAFT**3. Public Open Time (Discussion)**

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

4. Report from Chief Executive Officer (Discussion)

CEO, Dawn Weisz, reported the following:

- Calistoga's City Council recently voted unanimously to opt-up their city accounts to Deep Green. They are the fifth community in Napa to do so after Napa County (2016), City of Napa (2016), St. Helena (2019), and Yountville (2020).
- MCE released the final Evaluation, Measurement and Verification (EM&V) report from the first 3 years of the LIFT program and hosted a webinar to present the following findings.
- The August MCE PowerHour was held last Thursday, the 26th with a focus on how the Bay Area's water and energy resources are impacted by this year's drought conditions.
- MCE's Board Retreat is currently scheduled for Thursday, October 7, 2021 from 9am-3pm.

5. Consent Calendar (Discussion/Action)

C.1 Approval of 7.2.21 Meeting Minutes

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

Action: It was M/S/C (Birsan/Wagenknecht) to **approve Consent Calendar item C.1**. Motion carried by unanimous roll call vote. (Absent: Directors Murphy and Scales-Preston).

6. MCE Cares Credit Update (Discussion/Action)

Heather Shepard, Director of Public Affairs, Zae Perrin, Manager of Customer Programs Operations, and Melissa Giles, Manager of Strategic Marketing and Communications, presented this item and addressed questions from Committee members.

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

Action: It was M/S/C (Scales-Preston/Quinto) to **extend the MCE Cares Credit Program through March 31, 2022**. Motion carried by unanimous roll call vote. (Absent: Director Murphy).

7. Financial Statements Years Ended March 31, 2021 & 2020 with Report of Independent Auditors (Discussion)

DRAFT

Chair Haroff, introduced this item and addressed questions from Committee members.

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

Action: No action required.

8. Customer Programs Update (Discussion)

Alice Havenar-Daughton, Director of Customer Programs, presented this item and addressed questions from Committee members.

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

Action: No action required.

9. MCE Collections Update (Discussion)

Garth Salisbury, Director of Finance, and Zae Perrin, Manager of Customer Operations, presented this item and addressed questions from Committee members.

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

Action: No action required.

10. Committee & Staff Matters (Discussion)

There were no comments.

11. Adjournment

Chair Haroff adjourned the meeting at 2:05 p.m. to the next scheduled Executive Committee Meeting on October 1, 2021.

Kevin Haroff, Chair

Attest:

Dawn Weisz, Secretary



October 1, 2021

TO: MCE Executive Committee

FROM: Vicken Kasarjian, Chief Operating Officer
Shaheen Kahn, Director of Human Resources, Diversity, Equity and Inclusion

RE: Second Amendment to the First Agreement with Disertus Energy Inc. (Agenda Item #05 C.2)

ATTACHMENTS: A. Proposed Second Amendment to the First Agreement with Disertus Energy Inc.
B. First Amendment to First Agreement with Disertus Energy Inc.
C. First Agreement with Disertus Energy Inc.

Dear Executive Committee Members:

SUMMARY:

In April 2021, MCE executed the First Agreement with Disertus Energy Inc. (Disertus) for program manager consultant services to assist on the build and implementation of MCE's Customer Relationship Management system (CRM) and Data Analytics Platform (DAP). During this time, Disertus ensured that the needs of MCE were addressed by effectively project managing both the CRM and DAP, while working collaboratively with MCE staff across multiple departments and third-party partners. The First Amendment with Disertus extended the contract through January 31, 2022 to ensure ample time to complete additional CRM needs.

The proposed Second Amendment with Disertus would provide for the continued program manager consultant services to effectively and efficiently implement the next phase of the CRM which provides for increased features and functionality for staff regarding MCE customer accounts. Disertus would continue to oversee the completion of all milestones and work related to the implementation of the CRM and DAP and lead conversations with MCE third party partners.

Additionally, under the proposed Second Amendment, Disertus would support MCE's Technology and Analytics team by serving as an interim, or temporary, Manager of the

Technology and Analytics team while MCE continues to complete its implementation of the CRM and DAP. In this role, Disertus would provide necessary management and direction to MCE staff during the complex CRM integration. Disertus would help address MCE's current and emerging strategic needs including: deepening technical expertise, focusing on top priority initiatives with cross-functional stakeholders across MCE, achieving current objectives, informing future Technology and Analytics initiatives, and continuing to position MCE as a thought-leader and implementer of systems in the data and analytics areas. Staff recommend approval of the Second Amendment with Disertus.

Fiscal Impacts:

Expenditures related to the proposed Amendment are included in the FY 2021/22 budget.

Recommendation:

Approve the Second Amendment to the First Agreement with Disertus Energy Inc.

SECOND AMENDMENT TO FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND DISERTUS ENERGY INC.

This SECOND AMENDMENT is made and entered into on October 1, 2021, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and DISERTUS ENERGY INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on April 20, 2021, and as amended on September 17, 2021, to provide Program manager consultant and third-party management work to support the implementation of MCE's Customer Relationship Management system and Data Warehouse services ("Agreement"); and

WHEREAS, Section 3 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$99,000 for the Program manager consultant and third-party management work to support the implementation of MCE's Customer Relationship Management system and Data Warehouse services described within the scope therein; and

WHEREAS, the parties desire to further amend the Agreement to increase the contract amount by \$66,000 for total consideration not to exceed \$165,000; and

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete for the Program manager consultant and third-party management work to support the implementation of MCE's Customer Relationship Management system and Data Warehouse services as described in the scope therein; and

WHEREAS, the parties desire to further amend the Agreement to modify the scope of work of the Agreement;

NOW, THEREFORE, the parties agree to modify Section 3, Exhibits A and B as set forth below.

AGREEMENT

1. Section 3 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$165,000**.

2. The following is hereby added to end of the Milestones and Timelines listed in Exhibit A:

MCE CRM Implementation Phase 3

To Be Completed within 4 weeks of Execution of this Amendment:

- Ensure Contacts Migration of Non-Top 250 Customers
- Ensure Activities Migration of Non-Top 250 Customers
- Ensure Environment Management is enabled

To Be Completed within 12 weeks of Execution of this Amendment:

- Ensure all new features established for Phase 3 as identified by MCE, Contractor and Third Party Partner, are developed and finalized for CRM function. Including, but not limited to the following:
 - Case Management
 - Customer Programs Management
 - Account Silo Resolution
 - PMP Account reassignment
 - Uniquely Identify MCE Customer Accounts
 - Private Contacts Resolution
 - Uniform Hierarchy structure and naming standards

- Enable the visibility of MCE Customer record type
- Validate the dependent features in production

To Be Completed within 16 weeks of Execution of this Amendment:

- Oversee and ensure the Address Webform changes occur
- Oversee and ensure the Data Import changes occur

3. The following is hereby added to Exhibit A as a new section after Third Party Management:

Interim Manager of Technology & Analytics Team (*support services provide up to January 31, 2022*):

Contractor shall provide support services to MCE's Technology & Analytics Team by serving as the interim Manager of Technology & Analytics. Contractor shall serve in this role as directed and requested by MCE's Chief Operating Officer. Contractor's expected duties in this temporary role are:

- Continued oversight of milestones and work related to the implementation of the CRM and DAP;
- Manage and direct staff on the Technology & Analytics team to complete their daily work;
- Lead conversations with third party partners for Technology & Analytics team projects;
- Provide typical management functions to the Technology & Analytics team including giving feedback, approving timecards, providing leadership with information to assist in MCE performance reviews; and
- Attend internal MCE meetings as requested by leadership that is typical for the Manager of Technology & Analytics to attend and report out on team progress.

4. The last sentence of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$165,000 for the term of the Agreement.

5. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this SECOND Amendment on the day first written above.

MARIN CLEAN ENERGY:

CONTRACTOR:

By:

By:

Date:

Date:

Chairperson:

By:

Date:

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN MARIN CLEAN ENERGY
AND DISERTUS ENERGY INC.**

This FIRST AMENDMENT is made and entered into on 9/17/2021, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and DISERTUS ENERGY INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on April 20, 2021 to provide program manager consultant and third-party management work to support the implementation of MCE's Customer Relationship Management system and Data Warehouse; and

WHEREAS, Section 4 of the Agreement stated the Agreement shall terminate on September 30, 2021; and

WHEREAS, the parties desire to amend the Agreement to extend the time of the Agreement;

NOW, THEREFORE, the parties agree to modify Section 4 as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

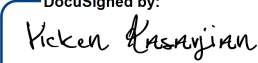
TERM OF AGREEMENT:

This Agreement shall commence on **April 20, 2021**, and shall terminate on **January 31, 2022** unless earlier terminated pursuant to the terms and conditions set forth in Section 12. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

2. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: 
ACC4B8FA2E834F3...

Date: 9/17/2021

CONTRACTOR:

By: 
F2B7ABB5EE8341E...

Date: 9/21/2021

MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT FOR VENDORS RECEIVING MCE DATA

FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND DISERTUS ENERGY INC.

THIS FIRST AGREEMENT ("Agreement") is made and entered into on **April 20, 2021** by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and DISERTUS ENERGY INC., an **Ontario corporation** with principal address at: 12 Paulart Dr, Etobicoke, ON M9B 3V4, Canada and corporation number 002833572 (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 or the equivalent Canadian entity identification number such as the Canadian Nationality Number. 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.

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 **\$99,000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **April 20, 2021** ("Effective Date") and shall terminate on **September 30, 2021**, 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 the Canadian Province of **Ontario**, (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. PERFORMANCE ASSURANCE; BONDING.** 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 bonding requirements of the California Contractors State License Board ("CSLB"), as may be applicable. Regardless of the specific Services provided, Contractor shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.
- 5.6. 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.
- 5.7. 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.

5.8. 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.

5.9. QUALITY ASSURANCE PROCEDURES. Contractor shall comply with any Quality Assurance Procedures provided by MCE. Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

5.10. 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.

5.11. ACCESS TO CUSTOMER SITES: 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 certificate(s) of insurance 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 **two million dollars (\$2,000,000) with a four million dollar (\$4,000,000) aggregate limit.**

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.

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.

7. FINANCIAL STATEMENTS:

Contractor shall deliver financial statements on an annual basis or as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles.

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. 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 4/20/2021.

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 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 4/20/2021, 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 terminates, (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. 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:

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, 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 governed by the laws of the State of California with reference to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in Marin County (or if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Northern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts. Neither Party will claim lack of personal jurisdiction or forum non conveniens in these courts.

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

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: Shuvo Chowdhury

Address: 12 Paulart Dr

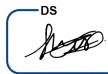

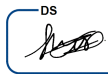

Etobicoke, ON M9B 3V4, Canada

Email Address: ovuhs.ch@gmail.com

Telephone No.: +1 416-871-4432

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. Contractor is free to perform work for other entities during the term of this Agreement. Contractor is responsible for providing their own computer, phone, and all required tools and equipment to carry out the Services under this Agreement.

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:

DocuSigned by:
By: Dawn Weisz
A59878416EBC4F8...

Name: Dawn Weisz

Title: CEO

Date: 4/20/2021

CONTRACTOR:

DocuSigned by:
By: Shuvo Chowdhury
F2B7ABB5EE8341E...

Name: Shuvo Chowdhury

Title: Mr

Date: 4/21/2021

MODIFICATIONS TO STANDARD SHORT FORM

☒ **Standard Short Form Content Has Been Modified**

List sections affected: Section 2, Sections 6 and 6.1, Section 16, Section 22

Approved by MCE Counsel:

DocuSigned by:
Catalina Murphy
0CC3FD724F79482...

Date: 4/20/2021

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:

Program Manager Consultant

- Contractor will support the implementation of MCE's Customer Relationship Management system ("CRM") and Data Warehouse (the "Projects") Contractor will ensure the Projects complement and build off one another to achieve larger, long-term business objectives of MCE. Currently, these objectives include driving strategic benefits and organizational growth related to the functions of the Technology and Analytics team.
- Contractor will perform Program Manager Consultant work including developing strategy and advising on the Projects to ensure MCE can meet goals and timelines associated with the Projects.
- Contractor will articulate the strategy and objectives of the Projects and assess how the Projects will impact MCE.
- Contractor will define and oversee the Projects over the term of this Agreement.
- Contractor will design and provide a plan to implement fully functioning Projects for MCE.
- Contractor will be responsible for coordinating with relevant teams, implementing strategies, measuring return on investment (ROI), and other big picture initiatives related to the Projects.

Third-Party Management

- Contractor will identify third party data challenges with the Projects, dependencies and their impact on the overall Projects.
- Contractor will articulate the planning and phased roll out of the Projects' functionalities.
- Contractor will have routine daily meetings with MCE's designated third-party partner, to ensure work is on track for the roll out of the Projects.
- Contractor will manage the designated third-party partner delivery, execution and resolution around issues related to the Projects and assist in developing third-party scope variations on the Projects.
- Contractor will resolve cross-program/project issues with internal stakeholders.
- Contractor will maintain strategic alignment between the program, internal stakeholders, and the designated third-party partner.
- Contractor will plan and execute communication progress updates to internal stakeholders.
- Contractor will serve as a primary point of contact for the designated third-party partner related to the Projects, to enhance efficient use of MCE's staff time.
- Contractor will verify work that is being asked of MCE by the designated third-party partner is relevant to the scope of the project.
- Contractor will be the primary point of contact for escalation of any designated third-party vendor issues, concerns, and clarifications related to the Projects. Contractor will escalate issues to the appropriate internal stakeholders as determined by MCE if Contractor cannot resolve the concern.
- Contractor will ensure technical requests are presented as tasks that can be understood by MCE staff with limited exposure to Salesforce. Contractor will explain expectations and provide the context for why these tasks are important and how the task ties into the goals of the Project.

Milestones and Timelines:

To be completed : within Four Weeks from execution of this Agreement

- Contractor will complete a Skeleton of the CRM including:
 - Top 250 customer information
 - User Roles and Hierarchy
 - Account Types and Parent Account Associations
 - Affiliations
 - All data input architecture
 - Complete customer information migration from the PG&E 4013 report
 - Customer Profile including customer energy profile
- Related Activities
 - Manage Integration of 4013 Data from the Data Warehouse to the CRM
 - **Help with Quality Assurance/Quality Control (QA/QC) training to teach MCE Team Members how to conduct QA/QC**
 - **Oversee technical documents -**

- **Data dictionary**
 - **Solution Design Document-Document Key Operating Assumptions: data flows, assumptions/decisions made (i.e. length of time MCE stores data in CRM, how DAP feeds PMP/CRM, etc)**
 - **Process and communications re: Validation historical data, sign off process, proof of concept**
 - **Help define and establish training plan-rollout of CRM for all Team Members**
- Contractor shall ensure that the MCE CRM is populated with Customer Data from Data Warehouse

To be completed within Eight Weeks from execution of this Agreement

- Contractor will manage the Program Management Platform Migration (PMP) and Integration to CRM

Contractor will do the following to ensure the needs of MCE are addressed during the PMP integration (MCE staff points of contact are Dan & Jenn):

- Manage the PMP connection/integration/migration into CRM
- Ensure the importance of the PMP and its connection to EE programs and regulatory requirements is captured in the integration.
- Provide options for different combinations of Salesforce structures, how they can be combined along with integrating data from Azure storage.
- Document all decisions and changes made as the PMP is migrated into the CRM (the PMP already has a Solution Design Document).
- Help with contact duplicate management/processes/ideas.
- Coordinate MCE departments around User Acceptance Training timing and expectations
- Provide a knowledge transfer back to MCE as a presentation and any necessary documents) to ensure MCE has all the information to move forward into its next phase of the Projects. The knowledge transfer shall include ensuring the MCE team understands the impacts of decisions made throughout the development of the projects, MCE responsibilities for supporting the platform once the vendors have completed work, and the possibilities for the Projects going forward.

To be completed within Twelve Weeks from execution of this Agreement

- Contractor will oversee Salesforce Marketing Cloud Integration to incorporate the following:
 - Email Campaigns
 - Marketing Campaigns
 - Compliance Noticing
 - Social Media Campaigns

To be completed within Sixteen Weeks from execution of this Agreement

- Contractor shall ensure there is a fully usable CRM including Usage and Billing Information by 6/30/2021
- Contractor shall ensure there is alignment of MCE CRM functionality with Calpine CRM (Data ready to CSRs) migration

Ongoing after Sixteen Weeks from execution of this Agreement

- Contractor shall ensure the Projects are set up for ongoing validation of Data

Special Terms:

Contractor shall perform work without downloading, saving or storing any MCE data on their personal/company device. Access to all MCE data under this Agreement shall be through MCE provided access.

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:

\$16,500 monthly for services rendered

Contractor shall bill MCE for the prior month in the amount of \$16,500 for services rendered in that month. Contractor shall provide documentation with its invoice demonstrating progress made towards the milestones listed in Exhibit A.

Unless otherwise agreed to in writing, travel expenses are not reimbursable under this Agreement.

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$99,000** for the term of the Agreement.