AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of 3-5-2015 ("Effective Date") is by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and the Sonoma County Water Agency ("Water Agency"), a body corporate and politic of the State of California. SCPA and Water Agency may be individually referred to as a "Party" or collectively as "Parties."

1. **Scope of Services:** Water Agency agrees to provide the services as described in Exhibit A.

2. **Performance Standard:** Water Agency warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. Water Agency agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

3. **Staffing and Coordination:** Water Agency shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. Cordel Stillman (Key Staff) is deemed by SCPA to be a key person whose services were a material inducement to enter into this Agreement. Key Staff shall oversee and manage all services performed by Water Agency.

4. **Payment:** Water Agency shall submit one invoice for each calendar month in which services are performed. Invoices shall be signed by Key Staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
   
   a. Date
   b. Detailed description of work performed and person(s) involved
   c. Time spent in 1/4 hour increments

   Upon receipt of properly prepared invoicing, SCPA shall pay Water Agency within 30 calendar days for services provided in accordance with this Agreement, applying the following rates:
   
   a. Water Agency's standard rates for the staff assigned
   b. Reimbursable expenses must be pre-approved by SCPA.

   In no event shall the amount payable for services performed during the initial term of this Agreement exceed $150,000.
5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to June 30, 2016, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement.

6. **Termination:** Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. Notwithstanding any other provision of this Agreement, should Water Agency fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), SCPA may, upon providing Water Agency written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Water Agency, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.

7. **Indemnification:** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

8. **Insurance:** Water Agency shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by SCPA.
   a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; $1,000,000 disease per policy.
   b. Commercial General Liability Insurance with Minimum Limits: $1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
      1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Water Agency is responsible for any deductible or self-insured retention and shall fund it upon SCPA’s written request, regardless of whether Water Agency has a claim against the insurance or is named as a party in any action involving SCPA.
2. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Water Agency in the performance of this Agreement.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. The policy shall cover inter-insured suits between the additional insureds and Water Agency and include a “separation of insureds” or “severability” clause which treats each insured separately.

c. Automobile Liability Insurance with Minimum Limit of $1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos.

d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of $1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.

f. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Water Agency agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.

g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 50 Old Courthouse Square, Suite 605, Santa Rosa, CA, 95404.

h. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.

i. Water Agency shall provide SCPA immediate written notice if:
   1. any of the required insurance policies are terminated;
   2. the limits of any of the required policies are reduced; or
   3. the deductible or self-insured retention is increased.

j. Water Agency’s indemnity and other obligations shall not be limited by these insurance requirements.

9. Status of Water Agency: Water Agency, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Water Agency employees act as an agent or employee of SCPA and at no time shall Water Agency employees be entitled to
participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Water Agency expressly agrees that its employees shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. **No Suspension or Debarment:** Water Agency warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Water Agency also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

11. **Records Maintenance:** Water Agency shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Water Agency shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.

12. **Statutory Compliance:** Water Agency shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement.

13. **Nondiscrimination:** Without limiting any other provision of this Agreement, Water Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference. During the term of this Agreement, Water Agency shall comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.

14. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Water Agency under this Agreement shall be deemed confidential (“Confidential Information”). Unless SCPA provides written permission, Water Agency is compelled by a court of law or regulatory agency, or Water Agency obtained Confidential information from a source or sources other than SCPA, Water Agency shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Water Agency further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for
a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by Water Agency or Water Agency’s subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Water Agency shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation. Notwithstanding the foregoing, SCPA acknowledges and agrees: (a) Water Agency is subject to the provisions of the California Public Records Act and (b) Water Agency may be compelled to release records containing Confidential Information as a result of requests made under that Act. If Water Agency receives a demand for the disclosure of Confidential Information under the California Public Records Act, Water Agency shall promptly notify SCPA of the request. If SCPA wishes to preclude disclosure of such Confidential Information under the California Public Records Act, SCPA shall take appropriate legal action to obtain a court order prohibiting such disclosure.

15. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.

16. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

   **TO: SCPA:**
   Sonoma Clean Power Authority  
   Attn: Contract Administration  
   50 Old Courthouse Square, Suite 605  
   Santa Rosa, CA 95404

   **TO: WATER AGENCY:**
   Sonoma County Water Agency  
   Attn: Cordel Stillman  
   404 Aviation Boulevard  
   Santa Rosa, CA 95403-9019

17. **No Waiver of Breach:** The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

18. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of
this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

19. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.

20. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.

21. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

22. Exhibits: In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.

23. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24. Merger: This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

25. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

26. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

Sonoma County Water Agency:

By: ____________________________

Name: __________________________

Title: ____________________________

Date: ____________________________

APPROVED AS TO FORM FOR WATER AGENCY:

By: ____________________________

Cory O'Donnell, Deputy County Counsel

Date: ____________________________

Sonoma Clean Power Authority:

By: ____________________________

Name: Geof Sypers

Title: Chief Executive Officer

Date: 3-5-2015

APPROVED AS TO FORM FOR SCPA:

By: ____________________________

General Counsel

Date: 3-6-15
Exhibit A
Scope of Work for Technical Support

1) Monthly technical briefings of SCP staff on California energy policy, programs and funding opportunities. Example topics include Senate Energy Bill (de Leon), electric vehicle program opportunities, CAISO capacity valuation and similar topics.

2) Provide technical services as directed by SCP’s CEO or Director of Power Services (e.g., technical research for identifying and evaluating local renewable sources, support for a dynamic risk assessment tool on portfolio of supply sources, load analysis for targeted group of customers).

3) Assistance with Outreach to other CCA efforts
   a. Respond to phone calls and e-mails referred by SCPA staff regarding formation of CCA’s
   b. Attend meetings with jurisdictions interested in forming CCA’s
   c. Attend conferences and present materials on behalf of SCP

4) Investigation and Development of renewable energy and efficiency programs
   a. Investigate new programs being implemented by Municipal Utilities and Investor Owned Utilities both inside and outside of California.
   b. Investigate emerging renewable energy technologies that may be applicable to SCP. Technologies could include but are not limited to geothermal, biogas, biomass, hydropower, solar, wind, wave, and tidal.
   c. Investigate energy efficiency programs and energy leveraging programs such as demand response and energy storage that may be applicable to SCP.
   d. Determine if such programs would be beneficial to ratepayers of SCP

5) Support efforts to obtain CPUC funding for customer program implementation and evaluation.

6) Investigate and collaborate on programs that serve the water-energy nexus, such as water conservation, energy conservation, water efficiency, and energy efficiency programs in the residential, commercial, government, and industrial sectors.
This Non-Disclosure Agreement ("Agreement") is entered into by and between Sonoma Clean Power Authority ("SCP") and _____________ [name] ("Contractor") as of _______________ ("Effective Date"). As used herein SCP and Contractor may each be referred to individually as a "Party" and collectively as "Parties." The provisions of this Agreement and SCP Policy 001 (Customer Confidentiality) govern the disclosure of SCP’s confidential customer information to Contractor ("Disclosure Provisions"). The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of SCP regarding customers of SCP ("SCP Customers") may be disclosed to Contractor from time to time as provided by the Disclosure Provisions and solely for the purposes set forth on Schedule A. Such disclosure is subject to the following legal continuing representations and warranties by Contractor:

   (a) Contractor represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

   (b) Contractor represents and warrants that the authorized representative(s) executing this Agreement is (are) authorized to execute this Agreement on behalf of the Contractor; and

   (c) Contractor confirms its understanding that the information of SCP Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes set forth on Schedule A and that any other use of the information is prohibited.

   (d) Contractor represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth on Schedule A.

2. The confidential and proprietary information disclosed to Contractor in the course of business may include, without limitation, the following information about SCP Customers: (a) names; (b) addresses; (c) telephone numbers; (d) service agreement numbers; (e) meter and other identification numbers; (f) SCP-designated account numbers; (g) meter numbers; (h) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (i) billing information (including rate schedule, baseline zone, CARE participation, end use
code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (j) payment / deposit status; (k) number of units; and (l) other similar information specific to SCP Customers individually or in the aggregate (collectively, “Confidential Information”). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Contractor or its representatives that are derived from or based on Confidential Information disclosed by SCP, regardless of the form of media in which it is prepared, recorded or retained.

3. Except for electric and gas usage information provided to Contractor pursuant to this Agreement, Confidential Information does not include information that Contractor proves (a) was properly in the possession of Contractor at the time of disclosure; (b) is or becomes publicly known through no fault of Contractor, its employees or representatives; or (c) was independently developed by Contractor, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Contractor, or used for any purpose other than the purposes set forth on Schedule A.

5. Contractor shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on Schedule A. Specifically, Contractor shall restrict access to Confidential Information, and to materials prepared in connection with the Confidential Information, to those employees or representatives of Contractor who have a “need to know” such Confidential Information in the course of their duties with respect to the Contractor program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Contractor shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree to be bound by the terms of this Agreement.

6. Contractor shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by SCP directly against such employees or representatives for improper disclosure and/or use. In no event shall Contractor or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Contractor shall immediately notify SCP in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential
Information by Contractor or any of its employees or representatives. However, nothing in this Agreement shall obligate the SCP to monitor or enforce the Contractor’s compliance with the terms of this Agreement.

7. Contractor shall comply with the consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Decision No. 12-08-045, and any modifications or successors to that decision.

8. Contractor acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SCP and/or SCP Customers, the amount of which may be difficult to assess. Accordingly, Contractor hereby confirms that SCP shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Contractor or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SCP, in law or equity.

9. In addition to all other remedies, Contractor shall indemnify and hold harmless SCP, its officers, employees, or agents from and against any claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys’ fees, costs and disbursements) attributable to actions or non-actions of Contractor and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. When Contractor fully performs the purposes set forth on Schedule A, or if at any time Contractor ceases performance or SCP requires Contractor cease performance of the purposes set forth on Schedule A, Contractor shall promptly return or destroy (with written notice to SCP itemizing the materials destroyed) all Confidential Information then in its possession at the request of SCP. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement
shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

SONOMA CLEAN POWER AUTHORITY

BY: ____________________________
TITLE: __________________________
DATE: __________________________

CONTRACTOR

BY: ____________________________
TITLE: __________________________
DATE: __________________________

Approved as to Form: __________________________
SCHEDULE A
CONTRACTOR PURPOSES