

**AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR
RENEWABLE ENERGY CREDITS REQUEST FOR PROPOSAL
PROJECT DIR # N/A**

THIS AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **October 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water District ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Kenwood Energy**, a *California corporation* whose address is **P.O. Box 692, Kenwood, CA 95452** ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **support the District in conducting a Request for Proposals (RFP) process to identify and select a qualified firm to purchase Renewable Energy Credits (RECs) and/or provide marketing and sales management services for the District's RECs;** and

B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on **June 30, 2027**, unless extended by the parties with the approval of the General Manager.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services ("Services") contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Tim Holmes** as CONTRACTOR'S person(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under

cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$23,281.25.**

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state

and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the DISTRICT and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

5.12 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown

conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the DISTRICT of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the DISTRICT of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the DISTRICT in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the DISTRICT, the DISTRICT shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the DISTRICT for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and

completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY ☐ (Technology Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

d. Workers' Compensation Insurance - as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the named insured for DISTRICT; but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation from the insurer.

e. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause, copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

f. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage

and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

g. Required Provisions -

- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to DISTRICT.

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT, its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage (at least as broad as ISO Form CG 20 10 10 01). CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- Primary Coverage: For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respects to DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever to the extent caused by CONTRACTOR's negligent acts or omissions in the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee

of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, either party, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other

employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the highest standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

10.04 CONTRACTOR shall comply with the provisions of the Labor Code of the State of California. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

10.05 CONTRACTOR shall have no authority to bind DISTRICT in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by DISTRICT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees, or agents are in any manner officials, officers, employees or agents of DISTRICT.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use,

any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records. Notwithstanding the foregoing, CONTRACTOR's accounting records shall not be subject to audit on Services performed on a fixed price/lump sum basis.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or

subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

12.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

12.11 Force Majeure. Neither party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

12.12 Confidentiality. All information gained or work product produced by

CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than DISTRICT without prior written authorization from the District General Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District General Manager or unless requested by the DISTRICT's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives DISTRICT notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then DISTRICT shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

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

12.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by DISTRICT of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other

rights or remedies for the same default or any other default by the other party.

12.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

12.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.17 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

MISSION SPRINGS WATER DISTRICT

CONTRACTOR:

KENWOOD ENERGY

By: _____

Print
Name _____

Title: _____

Date: _____

By: _____

Print
Name _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK & PROPOSAL

(insert behind this page)

Mission Springs Water District (MSWD)
Kenwood Energy Scope of Work

MSWD is considering the sale of the renewable energy credits (RECs) created by the generation of solar energy at four solar facilities. Kenwood Energy (KE) proposed to support the MSWD by leading the through an RFP process that identifies a company that will buy the RECs and/or manage the marketing and sale of the RECs, via the following tasks.

1. Kickoff Meeting:
 - a. Discuss project goals and objectives
 - b. Finalize the scope of each of the KE tasks
 - c. Develop an implementation schedule
2. RFP development
 - a. Develop a draft RFP
 - b. Work with the District to incorporate the RFP into District documents
 - c. Finalize the RFP for release
3. RFP support
 - a. Answer questions to the RFP
 - b. Draft RFP addenda
4. Contracting
 - a. Evaluate Proposals
 - b. Complete cash flows of each proposal to determine the benefit to the District
 - c. Negotiate the final scope of work for the selected contractor
5. Board Support
 - a. Draft and finalize a presentation for the Board
 - b. Deliver Presentation
 - c. Respond to Board or public questions
6. Meetings: Miscellaneous meetings to discuss designs, schedules, critical path items, review initial results, coordination with the design team, etc.

SCHEDULE

The scope and schedule are based on the work being completed in a six-month timeline.

ESTIMATE

Kenwood Energy proposes to bill on an hourly basis. KE's hourly rates are:

Senior Engineer \$225.00 per hour
Senior Analyst \$185.00 per hour
Estimate: \$23,281.25.00

Task	Sub-Task	Senior Engineer Hours	Senior Analyst Hours	Cost
1	Project Management	14	13	\$5,555.00
2	RFP Development	10	6	\$3,360.00
3	Bidding Support	12	6	\$3,810.00
4	Contracting	12	8	\$4,180.00
5	Board Support	6	2	\$1,720.00
			Subtotal	\$18,625.00
			Contingency	25%
			Contingency	\$4,656.25
			Total	\$23,281.25

Costs include expenses. Kenwood Energy will submit monthly progress payment invoices. Payments shall be made within 30 days of receiving Kenwood Energy's invoice.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)