

ATTACHMENT 'A'
Master Agreement between City and EnerNOC

AGREEMENT TO PERFORM ENERGY MANAGEMENT

This agreement for the provision of services associated with EnerNOC, Inc. (“Agreement”) is made and entered in this 1st of November, 2016 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT, CONFIDENTIALITY

- 1.1 City hereby engages Consultant to provide energy management services for City’s Municipal Utilities and Engineering Department (the “Services”).
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 ***Nondisclosure of Trade Secrets to Third Parties.*** The Parties hereby acknowledge and agree that City remains subject to the provisions of the California Public Records Act (California Public Records Act, CPRA §6250-6276.48). In providing the Services under the Agreement, City will be exposed to certain Confidential Information of Consultant. The term “Confidential Information” means all information which would qualify as a “trade secret” pursuant to §6254(k) of the California Public Records Act. “Confidential Information”, for purposes of this Agreement, shall include Section 3(b) of Exhibit B (“Delivered Capacity Calculation”), Section 4(a)(i) of Exhibit B (“Capacity Payments”), Section 4(b)(ii) of Exhibit B (“Energy Payments”) and Section 4(a)(iii) of Exhibit B (“Payment Cap”). Pursuant to §6254(k) of the California Public Records Act, and in accordance with the terms of this Agreement, City agrees, on its own behalf and on behalf of its employees, contractors and agents (collectively “Representatives”) not to use or disclose such Confidential Information without the prior written consent of Consultant, either during or after the Term. To protect Confidential Information, City agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a “need to know”; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein.
- 1.4 City acknowledges that Consultant may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Services or otherwise, which may be used or disclosed by Consultant solely as necessary for the performance of the Agreement.

ARTICLE 2 – SERVICES OF CONSULTANT; TERM & TERMINATION

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services” and Exhibit “B” entitled “Program Description and Rules,” at the Sites listed in Exhibit “C” entitled “Site Addresses,” which are attached hereto and incorporated herein by reference.
- 2.2 Consultant shall perform the Services for a period of 5 years from the Effective Date (“Term”). Notwithstanding the foregoing, if City is enrolled in a Program (as defined below) with a Program Period (as defined in Exhibit B attached hereto) that would otherwise extend beyond the Term, then the Term with respect to such Program shall be extended until the end of such Program Period.
- 2.3 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.
- 2.4 Either Party may terminate this Agreement (i) in the event of the other Party’s material breach of this Agreement, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party’s debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in Exhibit B for such Program. In the event that a sale or transfer of ownership of a Site Address, as defined below (“Transfer”) occurs during the Term and City’s successor elects not to assume the Agreement with respect to such Site Address, City shall have the right to terminate this Agreement with respect to such Site Address on the date of the Transfer by providing at least thirty (30) days prior written notice to Consultant.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services and as further described in Exhibits A and B.
- 3.2 City designates Chris Diggs, Municipal Utilities and Engineering Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES; LICENSE

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner. The Services shall commence in accordance with the terms set forth in Exhibits A and B.
- 4.2 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City

Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

- 4.3 For the duration of the Term, Consultant grants to City a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Services solely for City's internal business operations and subject to the terms of this Agreement. Without limiting the terms of this Agreement, City agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Services or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Services. Except as expressly permitted herein, City agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Services or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.

ARTICLE 5 – PAYMENTS

- 5.1 The total compensation for Consultant's enablement portion of the Services shall not exceed the amount of five thousand (\$5,000) per site for equipment installation, as listed in Exhibits A and C.
- 5.2 City shall pay Consultant in accordance with the terms in Exhibit A.
- 5.4 Consultant shall make quarterly payments to City as specified within Exhibit "B" Program Description and Rules, section 3. Payments.
- 5.5 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
Chris Diggs, Director
MUED
City of Redlands
35 Cajon Street, Suite 15A
PO. Box 3005 (mailing)
Redlands, CA 92373

Consultant
Legal Department
Attn: General Counsel
One Marina Park Drive, Suite 400
Boston, MA
02210

ARTICLE 6 – INSURANCE, INDEMNIFICATION, LIMITATION ON LIABILITY

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Upon written request by City, Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall not be cancelled except upon thirty (30) days prior written notice to City.
- 6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier with an AM Best rating of A-VIII or better, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference upon written request by City prior to occupancy of the Premises.
- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers with an AM Best rating of A-VIII or better. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all third party claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. Consultant will pay reasonable legal fees as incurred and such damages or costs as are finally awarded against City or agreed to in settlement for such claim provided that City gives Consultant (i) prompt written notice of any such claim or threatened claim; (ii) sole control of the defense, negotiations and settlement of such claim; and (iii) full cooperation in any defense or settlement of the claim. The foregoing indemnification obligations shall not apply to the extent that any such claims or damages result from goods, software or Services provided by a party other than Consultant, or are the fault of or caused by the sole acts or omissions of City.

- 6.7 Except for breaches of confidentiality and claims involving the indemnification obligations contained herein, Consultant's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that, to the best of its knowledge, in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Consultant must disclose its financial interests pursuant to applicable law or regulation, Consultant shall complete and file a Fair Political

Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk to the extent Consultant, a publicly traded company, is permitted to do so by company policy and SEC regulations.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City, such approval not to be unreasonably withheld, conditioned or delayed, and in strict compliance with the terms and conditions of this Agreement.
- 8.3 Intentionally deleted.
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Intentionally deleted.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant, upon prior written notice to Consultant during normal business hours and at City's sole cost and expense up to one (1) time per year during the term of this Agreement for three (3) years from the date of final payment under this Agreement.
- 8.7 City acknowledges and agrees that Consultant may: (i) collect, process and aggregate any data used with, stored in, or related to the Services, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Services, develop new services, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related

to Consultant's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

- 8.8 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.10 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

EnerNOC, Inc.

By: _____
Paul W. Foster, Mayor

By: _____

Attest:

Sam Irwin, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

- 1. Enablement.** If required by Consultant for City's use and access to the Services, City shall, within twelve (12) days following execution by the Parties of this Agreement, provide Consultant with reasonable access to install an Consultant site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each City facility address identified on Exhibit C – Site List attached hereto (each a "Site Address"). City agrees to collaborate with Consultant in a timely manner in testing, enabling and maintaining the installed ESS, the Services, and any other components of the Consultant system ("Consultant System"). If required for any Site Address(es), as determined solely by Consultant and indicated on Exhibit C, the Parties shall execute an Consultant System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this Agreement.
- 2. Demand Response Services.** Consultant agrees to provide City with the following Services at each Site Address:

 - a. Demand Response.** Consultant will manage City's participation in the demand response program(s) further described in Exhibit B - Program Description and Rules attached hereto ("Program(s)") by:

 - working with City to develop an appropriate energy curtailment plan for City's business;
 - working with City to facilitate necessary air regulatory filings on City's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with City's participation in the Program(s);
 - registering City's Accepted Capacity (as defined in Exhibit B);
 - managing City's curtailable electrical capacity in the Programs and upon notification by Consultant and acceptance by City, provide real-time support to City during demand response events ("Demand Response Events");
 - reconciling all Program payments;
 - enabling data transfer, monitoring and reporting of meter data through the Consultant System and providing technical assistance, maintenance, repair and hosting of the Consultant System; and
 - as necessary, coordinating with City's host utility to capture kilowatt-hour (kWh) pulses from City's primary utility meter to provide City near real-time, Internet-enabled power monitoring.
- 3. Payments.**

 - a. Enablement Fee.** For each Site Address, City shall pay to Consultant a one-time enablement fee equal to the following (the "Enablement Fee"):

- i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on Exhibit C. Such Enablement Fee is calculated according to the number of electric utility meters to be installed as listed in Exhibit C. If additional meters are required to provide the Services herein, then the Enablement Fee shall be increased by \$5,000, provided however, that, as set forth in Section 5.1 of the Agreement, the Enablement Fee shall not exceed the amount of five thousand (\$5,000) per Site Address for equipment installation.
- b. ***Demand Response Payments.*** In connection with City's participation in the Programs, Consultant shall make payments to City in the amounts and in accordance with the payment terms set forth in Exhibit B; provided that the Enablement Fee shall be amortized in equal monthly installments over the Term and offset against any demand response payments owed by Consultant to City, and provided further that, upon termination or expiration of this Agreement, City shall remit the balance, if any, of the Enablement Fee to Consultant within thirty (30) days following date of invoice.

4. City Support Requirements.

- a. ***Representations and Warranties.*** City holds all applicable licenses and/or permits not otherwise facilitated by Consultant pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.
- b. ***Demand Response Performance.*** City has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by Consultant during Demand Response Events. City and Consultant understand that the curtailable electrical capacity identified with each Site Address in Exhibit B does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.
- c. ***General Support Requirements.*** City agrees to provide or cause to be provided to Consultant contact, billing and energy usage data, and facility information concerning each Site Address ("City Data") as is necessary to support the Services, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for Consultant to act on behalf of City and interface directly with City's utility companies. City (x) represents that it has the right to provide City Data to Consultant and will provide City Data to Consultant in compliance with applicable legal requirements; (y) authorizes Consultant to use, copy, store, modify and display City Data for City's benefit and as expressly set forth in Section 8.7 of the Agreement; and (z) authorizes Consultant to access City Data to provide quality assurance, perform software maintenance, and deliver

customer service and technical support. During the Term and for thirty (30) days following expiration or termination of this Agreement, Consultant will preserve and maintain City Data. Thereafter, Consultant will have no obligation to preserve or return any City Data.

5. General Terms.

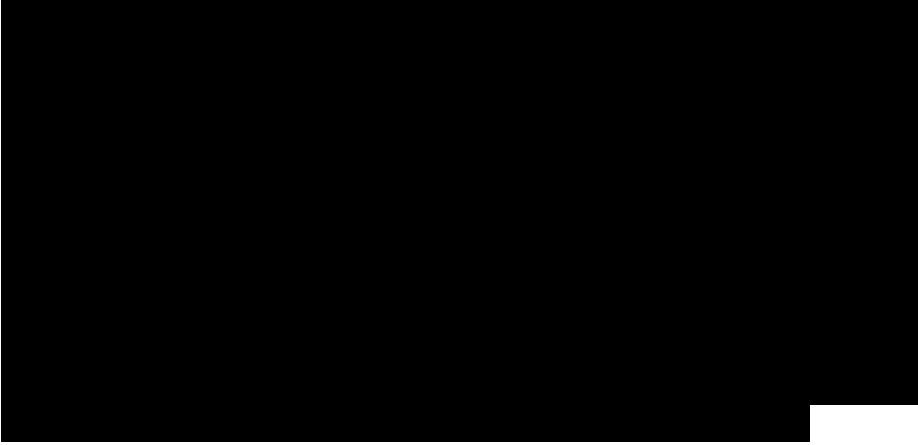


- a. **Provider Limitation.** City agrees not to contract with any other provider of the Services during the Term.
- b. **Payments to Utilities or Other Suppliers.** In no event shall Consultant or its affiliates, directors, employees and agents (collectively, the “Indemnified Parties”) be responsible or liable for payment of any utility bill of City or any amount City may owe to any utility or other supplier. To the fullest extent permitted by law, City shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of City or a portion thereof, or any other amounts due by City to any utility or other supplier. In connection with the foregoing indemnification obligations, City shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Consultant or agreed to in settlement for such claim.

EXHIBIT "B"

PROGRAM DESCRIPTION AND RULES

- 1. **Program Description.** Consultant shall enroll and manage City’s Accepted Capacity in one or more demand response Programs operated in the Southern California Edison (“SCE”) service territory (each a “DRP” and collectively, the “SCE Territory Program”). The SCE Territory Program compensates electricity users for either their ability to reduce consumption or for reducing consumption, as applicable, when demand for electricity is high and system reliability is at risk. The SCE Territory Program is meant to help alleviate the potential for blackouts and brownouts by providing the utility or grid operator with a resource to call upon in situations of system stress and high energy prices.
- 2. **Accepted Capacity.** “Accepted Capacity” shall represent the best estimate of City’s expected curtailment based on Consultant’s analysis of consumption data and pre-enrollment testing. City agrees that the Accepted Capacity may be adjusted by Consultant in the future to reflect City’s actual performance, facility operations, DRP rules, applicable regulations, and/or other relevant information, including availability of capacity. City and Consultant understand that the curtailable electrical capacity identified in Exhibit C is solely the Parties’ best estimate of performance and does not represent Accepted Capacity.
- 3. **Program Rules.** The terms and conditions applicable to the SCE Territory Program are summarized in the table below:

<p><i>Program Availability and Enrollment</i></p>	<p>City authorizes Consultant to enroll City in the Demand Response Auction Mechanism Program (“DRAM”), the Base Interruptible Program (“BIP”), and/or any other DRP operated in the SCE service territory at any time during the Term. Consultant will choose a DRP for City enrollment at Consultant’s sole discretion based on DRP availability and City’s ability to perform. Each year, Consultant will provide City with an enrollment notification email that confirms the DRP in which City will be enrolled for that year, the applicable lead time notification window and any additional terms relevant to the DRP.</p> <p>City has the intent and ability to respond to Demand Response Events called by Consultant during the program period (“Program Period”) of any DRP in which City is enrolled. The Program Period for DRAM and for BIP is as follows:</p> <p>1.DRAM: 1:00PM to 6:00PM (Pacific Prevailing Time) during non-holiday weekdays between April 1 and October 31 and 4:00PM to 9:00PM (Pacific Prevailing Time) during non-holiday weekdays between November 1 and March 31.</p> <p>2.BIP: 12:00PM to 12:00AM (Pacific Prevailing Time) between January 1 and December 31.</p>
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<i>Advanced Notification</i>	City is expected to reduce demand by the start of a Demand Response Event. For DRAM, Consultant will use commercially reasonable efforts to notify City prior to the day of a Demand Response Event. For BIP, Consultant will use commercially reasonable efforts to notify City at least thirty (30) minutes prior to a Demand Response Event.
<i>Event Frequency & Duration</i>	Demand Response Events may last up to six (6) hours.
<i>Testing Requirement</i>	City may be dispatched by Consultant for one (1) or more test Demand Response Events each year.
<i>Delivered Capacity</i>	 
<i>Delivered Capacity Maximum</i>	<p>The maximum Delivered Capacity shall be as follows (“Maximum Delivered Capacity”):</p> 

	<p>For BIP, the Maximum Delivered Capacity shall be 110% of Accepted Capacity for purposes of calculating Capacity Payments.</p> <p>Consultant may, at its discretion, remove any Delivered Capacity Minimum or Delivered Capacity Maximum for a single Demand Response Event on a case-by-case basis as conditions warrant.</p>
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The foregoing table reflects the current terms and conditions of the SCE Territory Program, which terms and conditions may be amended by Consultant from time to time by providing email notice to City with no further act required by Consultant or City.

4. Payments.

a. *Payments to City.*

i. *Capacity Payments.*

[REDACTED]

ii. *Energy Payments.*

[REDACTED]

iii. *Underperformance.* In no event shall City be penalized for underperformance or non-performance, other than to have future and/or event-month payments reduced to reflect Delivered Capacity.

b. *Payment Timing.* Consultant shall make all payments associated with City’s participation in the SCE Territory Program to City on a quarterly basis, and such payments shall be made within forty-five (45) days of Consultant’s receipt of total payment from the utility or grid operator of the applicable DRP.

EXHIBIT "C"

SITE ADDRESSES

Site Name	Site Address	Enablement Fee	# of Electric Utility Meters	# of Ancillary Data Streams	Enablement Plan Required (Yes/No)?	Estimated Capacity (kW)
City of Redlands - 1705 Smiley Heights Dr.	PO Box 3005 Redlands, CA 92373	\$0	1	0	No	50
City of Redlands - 3410 Plant H-4	3410 Plant H-4 Redlands, CA 92373	\$0	1	0	No	150
City of Redlands - 415 E Sunset Dr Water Treatment	415 E Sunset Drive Redlands, CA 92373	\$0	1	0	No	200
<u>City of Redlands- 2224 PLANT-Mentone Acres #2</u>	2224 Plant Redlands, CA 92373	\$0	0	0	No	480
<u>City of Redlands-1201 ROOSEVELT ROAD-Ford Boosters</u>	1201 Roosevelt Road Redlands, CA 92373	\$0	0	0	No	40
<u>City of Redlands-2903 PLANT E-7 Country Club Boosters</u>	2903 PLANT E-7 140HPPMP Redlands, CA 92373	\$0	0	0	No	40
<u>City of Redlands-1449 PLANT-Orange St. Well</u>	1449 Plant Redlands, CA 92374	\$0	0	0	No	145
<u>City of Redlands-3003 PLANT-Dearborn Boosters</u>	3003 Plant Redlands, CA 92374	\$0	0	0	No	60
<u>City of Redlands-2235 PLANT N-4 Airport #1 Well</u>	2235 Plant N-4 Redlands, CA 92374	\$0	0	0	No	140
<u>City of Redlands-1580 AGATE-Agate Well #2 Boosters</u>	1580 Agate Mentone, CA 92359	\$0	0	0	No	120
<u>City of Redlands-3528 PLANT L3-Madeira Well</u>	3528 Plant L-3 Mentone, CA 92359	\$0	0	0	No	60
<u>City of Redlands-90 NEVADA PMP-Well 38</u>	90 Nevada Redlands, CA 92373	\$0	0	0	No	160
<u>City of Redlands-1900 CHURCH ST-</u>	1900 Church Street Redlands, CA 92373	\$0	0	0	No	85

<u>Church Street Well</u>						
<u>City of Redlands-1401 RIVERVIEW PUMP</u>	1401 Riverview Redlands, CA 92374	\$0	0	0	No	5
<u>City of Redlands-71 S IOWA ST PUMP-Well 39</u>	71 S. Iowa Street Redlands, CA 92374	\$0	0	0	No	125
<u>City of Redlands-2412 ORANGE ST-North Orange Wells #2</u>	2412 Orange Street Redlands, CA 92373	\$0	0	0	No	150
<u>City of Redlands-955 PARKFORD DR WTR-Highland Ave. Water Complex Boosters</u>	955 Park Ford Drive Redlands, CA 92374	\$0	0	0	No	40
<u>City of Redlands-1409 Texas St (Texas St Reservoir)</u>	35 Cajon Street (at Citrus) Redlands, CA 92373	\$0	0	0	No	350

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

EnerNOC, Inc.

Date: _____

By: _____