

January 4, 2021

James Perez
City of Riverside Public Utilities
5901 Payton Ave.
Riverside, CA 92504
(951) 736-4660
JPerez@riversideca.gov

RE: Service Agreement Proposal for RERC, Springs, and Clearwater

Dear James,

Thank you for the opportunity to present this Service Agreement proposal to The City of Riverside for RERC, Springs, and Clearwater. The proposal includes the full set of services that we have discussed. This proposal is based on Trimark's Bronze Level (Monday – Friday 6:00am to 6:00pm PST) service. The services and cost estimate will be provided under the terms of the attached draft Service Agreement.

Trimark offers three levels of service. Each level of service includes coverage over a different time span and with differing response times as described in the Priority Level and Response Matrix. If you would like to discuss an alternate to this proposed fee please contact me as noted below. The service level options are:

- **Bronze Level Services**
6:00am to 6:00pm PST, Monday through Friday)
- **Silver Level Services**
Two (2) hours before sunrise and 2 hours after sunset PST, seven (7) days a week
- **Gold Level Services**
24 hour coverage, seven (7) days a week

The Service Agreement fees will be billed annually. Payment terms are net 30 days. Alternative payment terms are available subject to approval. Payments received later than the payment due date shall accrue interest at 10% per annum.

We look forward to continuing our business relationship with The City of Riverside with this Service Agreement. If you have any questions, please contact me at (916) 350-2919 or via email HMorosky@TrimarkAssoc.com.

Sincerely,

Haley Morosky

Trimark Operations Center (TOC)
Trimark Associates, Inc

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Service Agreement

This Service Agreement is made between The City of Riverside (CLIENT), with offices at 5901 Payton Ave. Riverside, CA 92504 and Trimark Associates, Inc. (Trimark) whose principal offices are at 2365 Iron Point Road, Suite 100, Folsom, CA 95630.

1 Effective Date, Term and Termination

This Service Agreement is effective upon execution by both parties (the "Effective Date"). Trimark will provide the services for an initial five (5) year term. After the initial five year term, the Agreement will be renewed annually, in one year terms, not to exceed an additional five years, unless either party send written notice of termination at least 30 days prior to expiration of the then-current term. Renewals after the initial five (5) year term will be subject to a price escalation. Trimark will send CLIENT notice of that price escalation at least 60 days prior to expiration of the then-current term.

In the event of any termination, Trimark shall reimburse CLIENT on a pro rata basis for any Service Fees paid by CLIENT for the time period commencing on the effective termination date.

2 Equipment Included in the Service Agreement

This Service Agreement includes a range of services. Each service is described in detail below. The services will be provided for the following elements of CLIENT's operations.

SCOPE OF MAINTENANCE SERVICES			
Site Names Address	RIG ID#/ Address	Main Meter ID#	Backup Meter ID#
RERC - 1700 Railroad Ave., Corona, CA 92880	IRG006A	5910542 5910776	5910543 59107770
Springs - 1700 Railroad Ave., Corona, CA 92880	IDG072A	5910296	5910297
Clearwater Cogen - 1700 Railroad Ave., Corona, CA 92880	ISGR093	5911016 5911014 5910423	5911015

3 Maintenance Services

Three types of maintenance support are provided under this agreement:

1. Planned Maintenance
2. Emergency Support
3. Equipment Failure

Each type of service is described in detail below. Trimark will provide these services for the following equipment at the listed site(s).

3.1 Planned Maintenance Services

Trimark will provide planned maintenance services as listed below. The scheduled maintenance efforts may be coordinated as a single maintenance visit.

3.1.1 Meter Maintenance

Includes the following services for meters, socket, test switches, and modems furnished and installed by Trimark.

- Maintain configuration and documentation of metering programs.
- Conduct one (1) scheduled maintenance visit annually to:
 - Inspect equipment for corrosion, deterioration, or other circumstances that may cause failure.
 - Replace the meter battery (if applicable).
 - Perform calibration testing, including bi-directional watt/VAR tests to validate meter accuracy.
 - Validate compensation (if applicable).
 - Inspect and clean equipment.
 - Reseal meter points.
 - Update Meter and Site Verification Sheet (MSVS) or meter maintenance form.

3.1.2 CAISO Remote Intelligent Gateway (RIG) Maintenance and Monitoring

Includes the following services for RIG software, hardware, router/firewall, switches, and power supply furnished and installed by Trimark:

- Conduct real-time RIG monitoring to confirm ongoing CAISO connectivity. Inform CLIENT of abnormalities.
- Customer will send spare unit to Folsom for no charge operating system refresh.
- Every three (3) years, apply for and install the CAISO-issued RIG SSL security certificate update.
- Coordinate OMS outage with Owner/Scheduling Coordinator and CAISO as necessary for planned maintenance.
- Annually, access the RIG via a network connection to conduct the following maintenance tasks:
 - Delete unneeded log files.
 - Install software updates and take appropriate software actions as necessary.
 - Back up the configuration, database, application drivers, and other files.

Annually, conduct one (1) scheduled site visit to:

- Inspect equipment and connections for corrosion, deterioration, or other conditions that may lead to failure.
- Update the Trimark software to the latest major revision.
- Install manufacturers' critical updates to computer operating system, drivers, and security components.
- Inspect Uninterruptible Power Supply (UPS) and battery/batteries to assess current battery life.
- Maintain backup configuration and documentation.
- RIG Replacement for all three sites at or before, but no later than Five (5) years after contract start date.

4 Troubleshooting, Diagnostics, and Repair Services

The services described above do not include repair of typical operational issues. They are maintenance and total failure services. This additional service is provided if operational issues arise and CLIENT requires assistance in troubleshooting the issue, conducting diagnostics to confirm the root cause of the problem, and repairing the root cause. An example of this is associated with a loss of communications between the site equipment and the Operations Center. When this happens, the first reaction is that the field equipment has failed. But detailed troubleshooting reveals that there has been a network or ISP problem.

5 Trimark Operations Center Support Services

Trimark Operations Center (TOC) Services include Trimark's monitoring progress, reporting, operational support, coordination with equipment maintenance and repairs, and related administrative services. Trimark tracks all Service Agreements in a detailed database to safeguard the records of all maintenance performed. As a CLIENT'S Service Agreement nears the end date, Trimark proactively contacts CLIENT for contract renewals.

5.1 Operations Center Contacts

Trimark Operations Center (TOC) hours are from 6:00am – 6:00pm Pacific Time, Monday through Friday. Trimark uses an established service request response procedure, with a priority matrix to determine the appropriate responses to achieve the desired result.

CLIENT interacts with TOC staff as follows.

- During normal business hours, CLIENT can request service and report problems to Trimark by phone at (916) 350-2911 or by email at TOC@TrimarkAssoc.com.
- After normal business hours and on weekends, CLIENT should call TOC staff at (916) 350-2911. The TOC staff will respond the next business day.
- Trimark Operations Center Director – Tom Short: TShort@TrimarkAssoc.com
- Director of Technology, Metering, and Data Services – Kyle Jackson: KJackson@TrimarkAssoc.com

TOC provides access to a dedicated team of technical engineers who respond to tickets and resolve the issues both remotely as well as on-site. Upon receipt of a request, Trimark will respond as noted in the Priority Level and Response Matrix. TOC team members will receive, log, and report all service requests using a web-based system that reports issues and progress in real time. Depending on the Service Level of the Service Agreement, this system can be available to Trimark's customers through a secure extranet portal. A tracking number is assigned to each issue. This number will be referenced in all subsequent communications through issue resolution.

5.2 Priority Level and Response Matrix

CLIENT should utilize the Priority Level descriptions in the Priority Level and Response Matrix. The Service Levels and related response commitments are shown in the table below. Trimark reserves the right to assess CLIENT-assigned Priority Levels following the initial review of each situation.

PRIORITY LEVEL AND RESPONSE MATRIX				
Priority Level	Description Of Issue	Bronze	Silver	Gold
		6:00am - 6:00pm PST Monday – Friday	2 Hours before Sunrise, 2 Hours after Sunset, 7 Days a Week	24x7 Extended Coverage
Level 1 – Critical	System, software, or equipment outage has a direct and immediate impact on operations or compliance (e.g. ceases to provide data to ISO).	Response is provided within an hour. Trimark will attempt to resolve issue within four (4) business hours . Deploy to site, if needed.	Response is provided within 20 minutes. Trimark will attempt to resolve issue within four (4) business hours . Deploy to site, if needed.	Response is provided within 20 minutes. Trimark will attempt to resolve issue within four (4) business hours . Deploy to site, if needed.

PRIORITY LEVEL AND RESPONSE MATRIX				
Priority Level	Description Of Issue	Bronze 6:00am - 6:00pm PST Monday – Friday	Silver 2 Hours before Sunrise, 2 Hours after Sunset, 7 Days a Week	Gold 24x7 Extended Coverage
Level 2 – Urgent	System, software, or equipment functionality is materially degraded and could imminently impact operations or compliance.	Response is provided within an hour. Trimark will attempt to resolve issue within one (1) business day of report. Deploy to site, if needed.	Response is provided within an hour. Trimark will attempt to resolve issue within one (1) business day of report. Deploy to site, if needed.	Response is provided within an hour. Trimark will attempt to resolve the issue within one (1) business day of report. Deploy to site, if needed.
Level 3 – Important	System, software, or meter is exhibiting non-critical errors that hinder business and operations.	Response is provided within two (2) hours. Trimark will attempt to resolve the issue within ten (10) business days of initial report.	Response is provided within two (2) hours. Trimark will attempt to resolve the issue within three (3) business days of initial report.	Response is provided within two (2) hours. Trimark will attempt to resolve the issue within three (3) business days of initial report.
Level 4 – Informational	Minor or cosmetic issues with the system, software, or meter that do not hinder business operations or compliance.	Confirm in writing promptly upon receipt of initial report. Trimark will address the issue during the next system release.	Confirm in writing promptly upon receipt of initial report. Trimark will address the issue during the next system release.	Confirm in writing promptly upon receipt of initial report. Trimark will address the issue during the next system release.

For this Service Agreement, Trimark is providing Bronze Level Service.

5.3 Service Request Management and Coordination

Trimark's Service Request management efforts include the following activities:

- Consultation call with CLIENT.
- Preparation of Trimark work schedule.
- Coordination of Trimark work schedule with site staff.
- Communication with Site Contact to schedule Service Call Appointment.
- Scheduling travel for the technician.
- Call Site Contact to verify appointment one day before the technician arrives at the site and services the equipment.
- For Data Management Services, Trimark will respond to the service request with CLIENT as follows:
- Trimark will provide a response to support requests within four (4) hours during normal business hours.
- Trimark will provide remote diagnostics service to troubleshoot equipment for any reported failures within four (4) hours during normal business hours.

- Trimark will provide a work order/quote (if necessary) within two (2) business days following a reported failure related to the equipment through the TOC.

5.4 Supplementary Equipment and Service Requests

In the event that the CLIENT requires services that are not covered under this Service Agreement, the CLIENT may request hardware or services to supplement this agreement. These supplementary services can be provided with a time and material (T&M) or fixed price quotation for these services. These services include, but are not limited to, on-site and remote labor for Trimark and third party technicians for repairs or changes requested by the CLIENT.

6 Service Agreement Pricing

6.1 Fee Table

Pricing is provided in the Service Agreement Fees table below for the equipment and services described above. These costs include sales tax where applicable and travel and expenses for Trimark staff for the trip(s) defined in this Service Agreement.

SERVICE AGREEMENT FEES	
Itemized Services and Coverage	Price (USD)
Service Agreement:	
One (1) Year of Bronze Level Services (Monday – Friday 6:00am to 6:00pm PST)	
1. Maintenance Services <ul style="list-style-type: none"> Planned Maintenance Services Emergency Support Services Equipment Failure Services 	See Below
2. Trimark Operations Center (TOC) Services	Included
Year One (1) Total April 1, 2021 – March 31, 2022	\$ 32,447
Year Two (2) Total April 1, 2022 – March 31, 2023	\$ 32,771
Year Three (3) Total April 1, 2023 – March 31, 2024	\$ 33,099
Year Four (4) Total April 1, 2024 – March 31, 2025	\$ 33,430
Year Five (5) Total April 1, 2025 – March 31, 2026	\$ 33,764
Service Agreement – Five (5) Year Total April 1, 2021 – March 31, 2026	\$ 165,511
Year Six (6) Total April 1, 2026 – March 31, 2027	\$ 33,102
Year Seven (7) Total April 1, 2027 – March 31, 2028	\$ 33,102
Year Eight (8) Total April 1, 2028 – March 31, 2029	\$ 33,102
Year Nine (9) Total April 1, 2029 – March 31, 2030	\$ 33,102
Year Ten (10) Total April 1, 2030 – March 31, 2031	\$ 33,102
Optional Five (5) Year Extension Total April 1, 2026 – March 31, 2031	\$ 165,510

6.2 Service Fees, Invoices, and Payment

CLIENT will pay Trimark an annual Service Fee in accordance with the Service Agreement Fees table. CLIENT and Trimark may negotiate separate work related to specific activities or tasks not covered under this Service Agreement.

The Service Agreement Fee for the initial five (5) year term of this Service Agreement is in force and is stated above. It is the parties' intent to review and negotiate in good faith Service Agreement Fee changes prior to any extension of this Initial term. Such changes, if any, will be incorporated into an amended Service Agreement.

Under this agreement with The City of Riverside, a 1% per year rate increase will apply for the first five (5) years of the contract.

Basis of Payment includes:

- Total Value (100%) of the Service Agreement will be invoiced upon agreement closing.
- Trimark will render annually to CLIENT, invoices for the future support periods.
- Payments received later than the payment due date shall accrue interest at 10% per annum.
- Equipment/services beyond the scope of this Agreement will be billed on a T&M or fixed price basis.
- All T&M rates are listed in Appendix A and vary depending on the work to be performed.
- Any additional travel expenses beyond the scope of this proposal will be billed at cost plus 12%.
- All payments are in United States Dollars (USD), unless negotiated otherwise.

Trimark shall create and maintain throughout the term of this Service Agreement, and any extension thereof, accurate books and records reflecting the Services. Such books and records shall be available to CLIENT and its authorized employees and agents, for inspection and audit to verify the Services provided hereunder and the accuracy of and basis for invoices rendered to CLIENT as provided here. This provision shall survive termination of the Service Agreement for a period of five (5) years.

7 Notices and Communications

All notices to be given under this Service Agreement will be in writing and will be delivered to the party concerned by personal delivery, electronic email, U.S. Prepaid Mail, or facsimile, to the addresses noted below.

IF TO TRIMARK:

Primary Trimark Contact

Trimark Operations Center
Trimark Associates Inc.
2365 Iron Point Road, Suite 100
Folsom, CA 95630
TOC@TrimarkAssoc.com
Office: 916.350.2911
FAX: 916.357.5971

Alternate Trimark Contact

Mark Morosky
President & CEO
Trimark Associates, Inc.
2365 Iron Point Road, Suite 100
Folsom, CA 95630
MMorosky@TrimarkAssoc.com
Office: 916.350.2904

IF TO CLIENT:

Primary City of Riverside Contact

James Perez
5901 Payton Ave.
Riverside, CA 92504
JPerez@riversideca.gov
Office: (951) 736-4660

Alternate CLIENT Contact

TBD

Notices will be deemed made when received by the party to whom they are addressed. Acknowledgement of receipt of notices shall include email receipt and or registered mail receipt.

8 Legal Issues

8.1 Limited Warranty

Trimark warrants that the Services performed under this Service Agreement will be performed in a professional and competent manner. In the event of a deficiency in performing the Services, Trimark shall have the right in its sole discretion to (a) provide or cause to be provided conforming Services or (b) refund the fees paid for such Services.

The foregoing warranties are in lieu of all other warranties, express or implied, including without limitation, those concerning merchantability, title or fitness for a particular purpose, and no representation or statement not expressly contained in this Service Agreement will be binding on Trimark as a warranty. This Section states the entire liability of Trimark and the exclusive remedy of CLIENT with respect to Trimark's breach of any warranty hereunder.

8.2 Limitation of Liability

In no event will Trimark be liable for lost profits or lost data, or for special, incidental, consequential, indirect, or exemplary damages, arising out of or related to this Service Agreement, the Trimark software, equipment or any services or other materials provided by Trimark hereunder, whether from breach of contract, breach of warranty, tort (including negligence and strict liability), or otherwise, even if Trimark has been advised of the possibility of such damages. In no event will Trimark's aggregate, cumulative liability arising out of or related to this agreement and the Trimark software, equipment or any services or other materials provided by Trimark hereunder, exceed the license fees paid to Trimark hereunder for the particular service or equipment that gives rise to the liability and limited to such payment that is made to Trimark.

This limitation of liability is cumulative, with all payments for claims in connection with this agreement, Trimark software, equipment or any services or other materials provided by Trimark hereunder, being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit. This limitation of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein. The parties acknowledge that the fees and charges specified in this agreement reflect the allocation of risk set forth in this agreement and that licensee would not enter into this agreement without the foregoing limitations on its liability and the warranty disclaimers herein.

8.3 Dispute Resolution

If a dispute arises between the parties regarding a provision in this Service Agreement, or a party's performance of its obligations, or any other matter governed by the terms of the Service Agreement, the parties agree that such dispute will be resolved in the manner prescribed in this Section.

Promptly upon the occurrence of the dispute, the aggrieved party will notify the other party in writing (the "Claimant's Statement"), setting forth in sufficient detail the basis for the dispute, the aggrieved party's position and its proposal for resolution of the dispute. Within ten (10) days following receipt of the Claimant's Statement, the other party will respond in writing (the "Responsive Statement") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute. Within ten (10) business days after the aggrieved party's receipt of the Responsive Statement, the parties will meet and attempt in good faith to expeditiously negotiate a resolution to the dispute. In attendance for each party at that opening session and throughout the dispute resolution procedure described in this Section will be a representative or representatives of each party who is authorized to act for the party and resolve the dispute without resort to higher authority.

Negotiations undertaken pursuant to this Section will be deemed confidential as settlement discussions. Nothing said by a party, nor the opposing party in any subsequent arbitration or litigation concerning the same or related transactions will introduce any position taken during the course of the negotiations, as evidence.

8.4 Force Majeure

Each party shall be excused for any reasonable delay in its performance under this Agreement if such delay arose from any cause beyond its reasonable control, including, without limitation, acts of God, acts of the public enemy, valid law, acts or requests of any governmental authority, wars, floods, fires, storms, strikes, lockouts, delivery of nonconforming or defective raw materials, supplies or equipment, interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market or delays in delivery of raw material, supplies, equipment or services necessary for the performance of any provision hereof, or happening of any unforeseen acts, misfortune, or casualty by which performance hereunder is delayed or prevented (provided that if a party is the cause of such delay or event, it shall not be considered a Force Majeure event), provided, however, that each party shall use commercially reasonable efforts to remedy the situation, except that nothing contained herein shall require any party to make settlement of any labor dispute on terms unacceptable to it and no such party shall be liable to the other for any losses, damages or costs by reason of its inability to remedy the situation. If any such delay occurs, the party affected by the delay shall inform the other party of the occurrence of the circumstances causing the delay, and (unless the cause thereof shall frustrate or render impossible or illegal the performance of this Agreement or shall otherwise discharge the same), the period for performing obligations under this Agreement shall be extended (not limited to the length of the delay) as may be reasonably required to complete the delayed performance or obligation provided further, however, that nothing herein shall relieve CLIENT of its obligation to make payment of any and all fees and charges under this Service Agreement.

8.5 Confidentiality

Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain confidential or proprietary information regarding the Disclosing Party's business ("Confidential Information"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information to the Receiving Party within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, however, the Trimark Software and Trimark Documentation are deemed the Confidential Information of Trimark.

8.5.1 Protection

The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.5.2 Exceptions

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing

Party, (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of the Receiving Party has become, generally available to the public, or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information. If CLIENT receives a request for such information under the California Public Records Act, the CLIENT's obligation under this Agreement is to notify Trimark of receipt of the request.

8.5.3 Permitted Disclosure

The Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party without violating its obligations to the extent that such disclosure is (a) approved in writing by the Disclosing Party, (b) necessary for the Receiving Party to enforce its rights under this Agreement, or (c) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. If CLIENT receives a request for such information under the California Public Records Act, the CLIENT's obligation under this Agreement is to notify Trimark of receipt of the request.

8.5.4 Return of Confidential Information

The Receiving Party will, at the Disclosing Party's exclusive option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

8.6 Assignment and Delegation

Neither party may assign its rights under this Service Agreement, nor may it delegate its obligations, to any other party, except with the other party's prior written consent, which will not be unreasonably withheld *provided, however,* that no such consent shall be required for an assignment of this Service Agreement in the case of a merger, reorganization in whole or in part in connection with the sale or transfer of all or substantially all of the relevant assets of the assigning party's assets or equity. Any other assignment without the other party's written consent will be void.

In the event that any of the assets covered by this Service Agreement are sold or transferred, then the owner shall advise Trimark in writing within thirty (30) days of date of transfer of ownership. The written notice shall include the following.

- Contact information of the Purchaser for assignment of this Service Agreement
- Current emails, addresses and phone numbers of both Seller and Purchaser
- All site name(s) and device ID(s)
- All assets covered under named Service Agreement contract

8.7 Entire Agreement

This Service Agreement between CLIENT and Trimark represents the entire understanding between the parties with respect to the subject matter contained and addressed herein. There are no other Service Agreements or understandings between the parties in respect to such subject matter except as stated in this Service Agreement. The parties may agree from time to time to amend or otherwise modify this Service Agreement, but no such amendment or modification will be legally enforceable unless it is in writing and signed by both parties to this Service Agreement.

8.8 Governing Law

This Service Agreement will be interpreted in accordance with the substantive and procedural laws of the State of California, including the Uniform Commercial Code as it applies to the sale of goods.

8.9 The Parties' Relationship

The parties' relationship under this Service Agreement is that Trimark is an independent service provider to CLIENT. Nothing in this Service Agreement shall be interpreted as creating a partnership, joint venture, master-servant, principal-agent, or other relationship other than that of independent service provider.

8.10 Severability Waiver

If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, will not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right will affect the right of the waiving party to enforce any other provision or right herein.

8.11 Construction

Headings of Articles and Sections have been used herein for convenience and reference only, and are not intended to be a part of or to affect the interpretation or meaning of the agreements contained in this Agreement. This Agreement has been jointly prepared by the parties, and shall not be strictly construed against either party. When used in this Agreement, the term "including" means "including without limitation", unless expressly stated to the contrary.

9 Execution

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date referenced above.

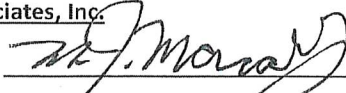
Trimark Associates, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



Mark Morosky

CEO / President

1/11/21

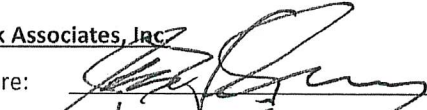
Trimark Associates, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



James Grey

CFO

1/11/21

IN WITNESS WHEREOF, the parties hereto have caused this _____ to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

_____, a
California corporation

By: _____
City Manager

By: _____
Its: _____

ATTESTED TO:

By: _____
Its: _____

By: _____
City Clerk

APPROVED AS TO FORM:

By: 

City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 

CHIEF FINANCIAL OFFICER/ TREASURER

Appendix A – Trimark's 2020 Rate Sheet

TRIMARK'S 2020 RATE SHEET			2021	2022	2023	2024	2025
Group	Classification	Hourly Rate (USD)	Hourly Rate (USD)	Hourly Rate (USD)	Hourly Rate (USD)	Hourly Rate (USD)	Hourly Rate (USD)
Management	Program Manager / Executive QA	\$ 295	\$ 304	\$ 313	\$ 322	\$ 332	\$ 342
	Director of Engineering	\$ 250	\$ 258	\$ 265	\$ 273	\$ 281	\$ 290
	Director of SCADA Controls	\$ 235	\$ 242	\$ 249	\$ 257	\$ 264	\$ 272
	Director of Projects	\$ 235	\$ 242	\$ 249	\$ 257	\$ 264	\$ 272
	Director of Metering Services	\$ 235	\$ 242	\$ 249	\$ 257	\$ 264	\$ 272
	Manager of Project Management	\$ 210	\$ 216	\$ 223	\$ 229	\$ 236	\$ 243
	Senior Project Manager	\$ 190	\$ 196	\$ 202	\$ 208	\$ 214	\$ 220
	Project Manager	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Associate Project Manager	\$ 130	\$ 134	\$ 138	\$ 142	\$ 146	\$ 151
	SCADA Engineering Manager	\$ 205	\$ 211	\$ 217	\$ 224	\$ 231	\$ 238
Info Tech/Security	Senior SCADA Engineer	\$ 190	\$ 196	\$ 202	\$ 208	\$ 214	\$ 220
	Lead SCADA Engineer	\$ 180	\$ 185	\$ 191	\$ 197	\$ 203	\$ 209
	SCADA Engineer	\$ 165	\$ 170	\$ 175	\$ 180	\$ 186	\$ 191
	Associate SCADA Engineer	\$ 155	\$ 160	\$ 164	\$ 169	\$ 174	\$ 180
	Power Engineer	\$ 195	\$ 201	\$ 207	\$ 213	\$ 219	\$ 226
	Electrical Engineer	\$ 170	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197
	Senior Software Developer	\$ 185	\$ 191	\$ 196	\$ 202	\$ 208	\$ 214
	Software Developer	\$ 165	\$ 170	\$ 175	\$ 180	\$ 186	\$ 191
	IT and Security Manager	\$ 215	\$ 221	\$ 228	\$ 235	\$ 242	\$ 249
	Senior Network Security Engineer	\$ 195	\$ 201	\$ 207	\$ 213	\$ 219	\$ 226
	Network Security Engineer	\$ 185	\$ 191	\$ 196	\$ 202	\$ 208	\$ 214
	System Security Specialist	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Systems Administrator	\$ 145	\$ 149	\$ 154	\$ 158	\$ 163	\$ 168

	IT Support Technician	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141	\$ 145
	Engineering and Design Manager	\$ 185	\$ 191	\$ 196	\$ 202	\$ 208	\$ 214
	Associate Project Engineer	\$ 160	\$ 165	\$ 170	\$ 175	\$ 180	\$ 185
	CAD Manager	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Senior CAD Specialist	\$ 150	\$ 155	\$ 159	\$ 164	\$ 169	\$ 174
	CAD Design Specialist	\$ 135	\$ 139	\$ 143	\$ 148	\$ 152	\$ 157
Electric Metering	Senior Meter Engineer	\$ 195	\$ 201	\$ 207	\$ 213	\$ 219	\$ 226
	Meter Engineer	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Senior CAISO Metering Technician	\$ 185	\$ 191	\$ 196	\$ 202	\$ 208	\$ 214
	Certified CAISO Metering Technician	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
Data Services	Data Scientist	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Senior Data Analyst	\$ 155	\$ 160	\$ 164	\$ 169	\$ 174	\$ 180
	Data Analyst	\$ 145	\$ 149	\$ 154	\$ 158	\$ 163	\$ 168
	Associate Data Analyst	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141	\$ 145
	Quality Assurance Analyst	\$ 135	\$ 139	\$ 143	\$ 148	\$ 152	\$ 157
Field Services Construction Production	Lead Field Technician	\$ 165	\$ 170	\$ 175	\$ 180	\$ 186	\$ 191
	Field Technician	\$ 130	\$ 134	\$ 138	\$ 142	\$ 146	\$ 151
	Electrician	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141	\$ 145
	Production Manager	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197	\$ 203
	Production Lead	\$ 145	\$ 149	\$ 154	\$ 158	\$ 163	\$ 168
	Production Specialist	\$ 105	\$ 108	\$ 111	\$ 115	\$ 118	\$ 122
	Production Administrator	\$ 85	\$ 88	\$ 90	\$ 93	\$ 96	\$ 99
Expenses	Parts and Materials	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%
	Out-of-Pocket Expenses	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%	Cost + 12%
	Travel (mileage) per IRS rate	\$ 0.58 / mile	\$ 0.58 / mile	\$ 0.58 / mile	\$ 0.58 / mile	\$ 0.58 / mile	\$ 0.58 / mile
	Travel labor time (75% of hourly rate)						
Overtime Rates: Applies to any position (1.5 times the normal rate). Sundays and holidays are the exception, which are double time.							

- 1) Hourly rates will be used for any "as-needed" repairs (outside of the specified scope) and are not to exceed \$10,000 per year (12-month period).

Appendix B – CLIENT's General Obligations

In respect to the Services to be provided by Trimark under this Service Agreement, CLIENT shall assume the general obligations described in this Section:

- 1) Provide Trimark with a list of contacts for the premises to be serviced under this Service Agreement, to enable Trimark to make arrangements to install or service the equipment, as required.
- 2) Authorize Trimark to conduct remote access to the equipment via a general network connection and a CAISO ECN connection.
- 3) Reasonably cooperate with Trimark in the performance of the Services and pursuit of claims on manufacturer's warranty.
- 4) Not allow the equipment to be used by any unauthorized user or its configuration to be modified by any unauthorized user. Any labor time to restore or repair the equipment resulting from unauthorized user access or unauthorized use will be charged at Trimark's standard rate. Unauthorized use of equipment may result in termination of this Service Agreement and Trimark's associated obligations.
- 5) Provide Trimark reasonable and timely access to equipment covered by this Service Agreement.
- 6) Indemnify, defend, and hold Trimark (including its directors, employees and agents) harmless from and against all damages, claims, liability, suits, judgments, costs, fines, penalties, expenses and fees (including reasonable attorney's fees) incurred by Trimark resulting from or arising out of (I) a breach by CLIENT of this Service Agreement or any covenant, agreement, representation of warranty contained herein, and all (II) personal injuries (including loss of life), or property damage (including loss or destruction) caused by CLIENT, its agents or employees except to the extent arising out of or resulting from the negligence of Trimark, its directors, employees and agents. The provisions of this subsection shall survive the termination or expiration of this Service Agreement for any reason.

Appendix C – Trimark's General Obligations

Trimark shall perform the general obligations described below and those described in "Scope of Work" section above.

- 1) Provide the CLIENT 48 hour advance notice of any activities that materially impact the equipment hardware or software.
- 2) Assure that its personnel and subcontractors are properly trained and experienced in design, installation, operation, maintenance and servicing of the equipment provided for under this Service Agreement.
- 3) Assure that its personnel and subcontractors under its direction are licensed, bonded and otherwise meet all qualification requirements set by the regulatory authorities in the areas of service (whichever is applicable at the time of installation), at all times during the term of this Service Agreement and any extensions thereof.
- 4) Perform all installations, repairs, and removals in accordance with applicable codes, industry standards, practices and customs.
- 5) Trimark, to the best of its ability, will have spare meters available in the event of customer's equipment failing or malfunctioning. The cost of meter purchase is as follows:
 - a. One (1) CAISO Revenue Meter (Equipment only): \$7,337
 - b. One (1) Non-CAISO Revenue Meter (Equipment only): \$6,313
- 6) If coordination with others is required, Trimark will advise CLIENT and request assistance. CLIENT may request that Trimark provide the coordination services as additional work scope.
- 7) Promptly provide CLIENT with information about service problems or complaints received from any premises, including details provided by the staff at the premises.
- 8) Take precautions to avoid any damage to premises, repair at Trimark's cost any damage caused by its personnel or subcontractor in the course of installations, operations, equipment removal or service calls, and remove all waste materials and debris from CLIENT premises. When installation, operation or servicing is completed, or when the equipment is removed from CLIENT premises for any reason, Trimark will restore said premises to its original condition, ordinary wear and tear excepted.
- 9) Provide and require its subcontractors to provide general liability insurance coverage in amounts no less than \$500,000 per installation naming CLIENT as an additional insured.
- 10) Indemnify, defend, and hold CLIENT (including its directors, employees and agents) harmless from and against all damages, claims, liability, suits, judgments, costs, fines, penalties, expenses and fees (including reasonable attorney's fees) incurred by CLIENT resulting from or arising out of (i) a breach by Trimark of this Service Agreement or any covenant, agreement, representation of warranty contained herein, and all (ii) personal injuries (including loss of life), or property damage (including loss or destruction) caused by the Services to be performed by Trimark or its subcontractors under this Service Agreement, except to the extent arising out of or resulting from the negligence of CLIENT, its directors, employees and agents. The provisions of this subsection shall survive the termination or expiration of this Service Agreement for any reason.

Appendix D -- Insurance Requirements

General Provisions

Prior to the company's execution of this Agreement, TRIMARK shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverage in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverage may be modified in writing by COMPANY's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

Limitations -- These minimum amounts of coverage shall not constitute any limitation or cap on TRIMARK's Indemnification obligations.

Ratings -- Any insurance policy coverage provided by Trimark or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's ratings of A or higher and a financial class of VII or higher.

CLIENT's insurance requirements are attached hereto and TRIMARK shall meet those requirements.

City of Riverside Insurance Requirements

1.1 General Provisions. Prior to the Client's execution of this Agreement, TRIMARK shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Client's Risk Manager or Client's attorney, or a designee, unless such modification is prohibited by law.

1.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on TRIMARK's indemnification obligations.

1.1.2 Ratings. Any insurance policy or coverage provided by TRIMARK or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Client by certified or registered mail, postage prepaid.

1.1.4 Adequacy. The Client, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by TRIMARK pursuant to this Agreement are adequate to protect TRIMARK. If TRIMARK believes that any required insurance coverage is inadequate, TRIMARK will obtain such additional insurance coverage as TRIMARK deems adequate, at TRIMARK's sole expense.

1.2 Workers' Compensation Insurance. By executing this Agreement, TRIMARK certifies that TRIMARK is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. TRIMARK shall carry the insurance or provide for self-insurance required by California law to protect said TRIMARK from claims under the Workers' Compensation Act. Prior to Client's execution of this Agreement, TRIMARK shall file with Client either 1) a certificate of insurance showing that such insurance is in effect, or that TRIMARK is self-insured for such coverage, or 2) a certified statement that TRIMARK has no employees, and acknowledging that if TRIMARK does employ any person, the necessary certificate of insurance will immediately be filed with Client. Any certificate filed with Client shall provide that Client will be given ten (10) days' prior written notice before modification or cancellation thereof.

1.3 Commercial General Liability and Automobile Insurance. Prior to Client's execution of this Agreement, TRIMARK shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure TRIMARK against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of TRIMARK. The Client, and its officers, employees and agents, shall be named as additional insureds under the TRIMARK's insurance policies.

1.3.1 TRIMARK's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

1.3.2 TRIMARK's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of TRIMARK's

automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with TRIMARK's performance of this Agreement, which vehicles shall include, but are not limited to, TRIMARK owned vehicles, TRIMARK leased vehicles, TRIMARK's employee vehicles, non-TRIMARK owned vehicles and hired vehicles.

1.3.3 Prior to Client's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Client evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Client and shall include the Client and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

1.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Client and its sub-TRIMARK, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by TRIMARK will be considered primary and not contributory to any other insurance available to the Client and Endorsement No. CG 20010413 shall be provided to the Client.

1.4 **Errors and Omissions Insurance.** Prior to Client's execution of this Agreement, TRIMARK shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Client from claims resulting from the TRIMARK's activities.

1.5 **Subcontractors' Insurance.** TRIMARK shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Client's request, TRIMARK shall provide Client with satisfactory evidence that Subcontractors have obtained Insurance policies and coverages required by this section.