

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “Agreement”), effective as of **January 17, 2019** (the “Effective Date”), is made by and between **Global Philanthropy Partnership** (“GPP”), and **Peregrine Energy Group**, 85 Merrimac Street, Boston, MA 02114 (“Contractor”).

WHEREAS, GPP desires to engage Contractor to perform certain services for the Urban Sustainability Directors Network, a sponsored project of GPP (the “USDN”), and Contractor represents that it is duly qualified and desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Services. Contractor agrees to provide and furnish to **the USDN on behalf of GPP** the services described in the **Proposal for Services** attached hereto as Exhibit A (the “Services”). The Services are incorporated herein by reference and are specifically covered by the terms and conditions of this Agreement; provided, however, that the terms of this Agreement shall prevail in the event of a conflict. Contractor is responsible for the satisfactory completion of the Services, which must be performed in a professional manner. Contractor is liable for a failure to complete the Services **December 1, 2019**.

2. Term and Termination. This Agreement shall be effective as of **January 17, 2019**, and shall continue until **December 1, 2019**. A no cost time extension may be requested during the contract term and approved via email by USDN. Either party may, with or without cause, terminate this Agreement by giving the other party at least **thirty (30)** days advance written notice. The parties may, by written agreement, extend this Agreement for additional time periods. GPP may terminate this Agreement immediately and without notice if, in the judgment of GPP, Contractor has demonstrated unsatisfactory performance of its obligations hereunder.

3. Independent Contractor Status.

(a). It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture, or partner of GPP or the USDN. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and GPP or between Contractor and the USDN. Both parties acknowledge that Contractor is not an employee under the laws or regulations of any government or governmental agency, including but not limited to, any federal, state, or local taxing authority. GPP shall not provide any employee benefits to Contractor. GPP shall not withhold from Contractor’s Fee, as set forth below, any amounts for income taxes or other similar assessments. Contractor shall be responsible for all such taxes and similar payments, if any. Contractor agrees to provide documentation as may be necessary to support an exemption from withholding.

(b). Contractor is free to perform work for any other entity or business during the term of this Agreement and is not required to devote its full time and energy to the performance of the Services contracted for in this Agreement.

(c). Neither Contractor nor GPP shall have any authority to bind the other in any respect or to assume or enter into any obligation for or on behalf of the other.

4. Compensation. GPP agrees to pay Contractor at a rate of **\$46,000 according to the payment schedule outlined in Exhibit A.** Contractor must deliver invoices to the USDN no later than **five (5)** business days after the completion of the work. Fee payments will be payable to Contractor no more **fifteen (15)** days following Contractor's submission of the invoice; provided, however, that no Fee payments will be payable until underlying invoice has been approved by GPP.

5. Costs and Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of the Services.

6. Taxes. As an independent contractor, Contractor understands and agrees that GPP will not be responsible for and will not make any tax or withholding deductions whatsoever from Contractor's Fee, and that Contractor will be solely responsible for reporting its income and for paying all federal, state, and local taxes, including self-employment taxes, as required by law.

7. No Claims, Liability. Contractor shall make no claims against GPP or the USDN for any claim, loss or damage to Contractor, either for personal injury, including death, or for injury to property of any nature, or otherwise in connection with the Services provided by Contractor under this Agreement. In no event shall GPP or the USDN be liable to Contractor or any third party for any consequential, special, incidental, or punitive damages, howsoever arising or relating to this Agreement or the performance of the Services.

8. Indemnification. Contractor agrees to indemnify, defend, and hold GPP, the USDN, their governing boards, officers, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, and expenses (including attorneys' fees) arising out of or directly or indirectly resulting from the negligent or wrongful acts or omissions or defective or improper performance of the Services by Contractor, Contractor's employees, agents, or representatives.

9. Insurance. Contractor represents and warrants that it has and shall maintain insurance policies that are appropriate and sufficient to protect Contractor's business, including its provision of the Services, against all applicable risks.

10. Compliance with Laws. All services rendered by Contractor and by its employees, agents, or representatives under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances, and regulations adopted or required by any federal, state, city, or town governmental agency. Contractor shall obtain all necessary permits and licenses required to perform the Services, if any, concurrent with the execution of this Agreement.

11. Ownership of Work Product.
(a). All rights, title, and interest in and to all work product and other deliverables relating to the Services provided hereunder, which Contractor, alone or jointly, during the term of this Agreement, creates, conceives, develops, or causes another to create, conceive, or develop (collectively, the "Work Product"), shall be jointly owned by the **City of Northampton, MA** and GPP/USDN and the Contractor.

Contractor hereby acknowledges and agrees that all Work Product provided under this Agreement are “works made for hire” under the Copyright Act of 1976 as amended. Contractor shall take all steps that may be reasonably required to perfect the **City of Northampton, MA** and name GPP/USDN’s ownership in addition to their own in the copyright in the Work Product. To the extent necessary to effect the foregoing, Contractor hereby assigns, and agrees to assign, to the **City of Northampton, MA** and GPP/USDN equal right, title, and interest in and to all Work Product created by Contractor in connection with the performance of services hereunder.

(b). In addition to and without limiting the foregoing, Contractor agrees that to the extent it compiles any information or data in performing the Services, it is doing so on behalf of GPP, and it agrees that the **City of Northampton, MA** and GPP/USDN is equal owner of all such information and data and Contractor shall not use the information and data for any purpose other than for those set forth in this Agreement without consulting all parties. To the extent necessary to effect the foregoing, Contractor hereby assigns, and agrees to assign, to the **City of Northampton, MA** and GPP/USDN equal right, title, and interest in and to all information and data compiled by Contractor in the performance of the Services hereunder. Contractor agrees to deliver a copy of all such information and data to the **City of Northampton, MA** and GPP/USDN. If any Work Product contains proprietary information, Contractor should notify the **City of Northampton, MA** and GPP/USDN, so these portions of the work will not be publically posted for general consumption.

12. Waiver. Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13. Assignment. Contractor may not assign this Agreement, or its performance of the Services under this Agreement, without the prior written approval of GPP; provided, however, that Consultant acknowledges and agrees that GPP (a) currently is the fiscal sponsor of Urban Sustainability Directors Network (“USDN”), to which the PROJECT relates, and (b) shall be permitted to assign its rights and obligations under this Agreement, **upon at least 30 days’ prior written notice to Contractor**, to a successor entity to which GPP has agreed to transfer all or substantially all of the assets, activities, and liabilities relating to USDN. This Agreement shall be binding on and inure to the benefit of GPP, its successors, assigns, and any related or affiliated entity.


14. Severability. In the event that this Agreement, any of its provisions, or the performance of any of its provisions, is found to be illegal or unenforceable under the law, GPP shall have the option to terminate this Agreement in its entirety effective immediately. In the alternative, GPP may excuse Contractor from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

15. Choice of Law. This Agreement and performance of the Services hereunder shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

16. Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of agreement between GPP and Contractor, and supersedes all prior proposals and all other agreements, oral and written, between the parties or between Contractor and the USDN relating to the subject matter of this Agreement. This Agreement may be modified only in writing signed by authorized representatives of each of the parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the Effective Date first written above.

Global Philanthropy Partnership

By: 
Name: April K. Donnellan
Title: Executive Director

PEREGRINE ENERGY GROUP

Tax ID Number (EIN / SSN):
04-3197556
Tax ID Entity Name:
Peregrine Energy Group, Inc.


By: _____
Name: **Paul Gromer**
Title: President and CEO

*Submit IRS-W9 form with signed agreement

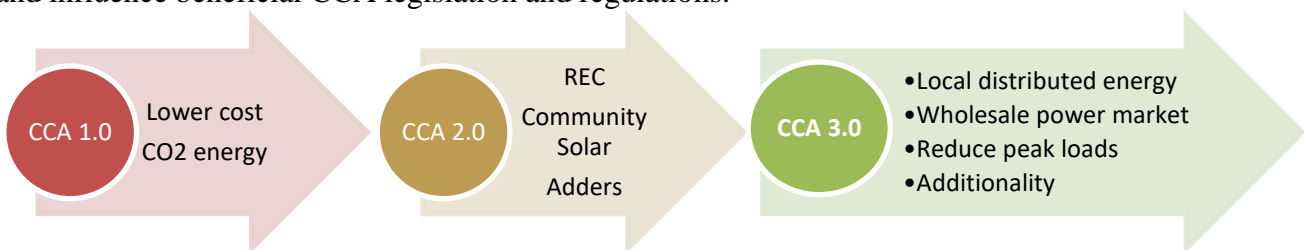
Exhibit A
Scope of Work

Project Manager: Wayne Feiden, FAICP, Director of Planning & Sustainability, Northampton
WFeiden@NorthamptonMA.gov, (413) 587-1265, 210 Main St., City Hall, Northampton, MA 01060

Northampton project collaborators (who we will be invite to project phone calls):

Primary Cities	Observers and Others
Northampton, MA-Wayne Feiden & Chris Mason	Pioneer Valley Planning Commission- Catherine Ratte
Cambridge, MA-Susanne Rasmussen	UMass Energy Extension-River Strong & Dwayne Breger
Jersey City, NJ-Kate Lawrence	Cincinnati, OH-Larry Falkin
Somerville, MA-Oliver Sellers-Garcia	Hanover, NH- April Salas
Amherst, MA- Stephanie Ciccarello (not USDN core)	Saratoga Springs, NY- Tina Carton
Pelham, MA, Stan Swiercz (not USDN core)	New England Municipal Sustainability Network

Project Summary: Renewable energy portfolios and local distributed energy resources need to increase at faster rates to achieve a carbon-free electric energy supply and significant electrification of buildings and vehicles by 2050. **Community Choice Aggregation (CCA) or Community Choice Energy (CCE)**, in the eight states where it is legal and the additional states considering this, allow local government to aggregate demand to green electric power supplies ([see, for example, 2018 USDN Annual Meeting Effective Green Power Procurement Strategies presentation](#)). Our examination of CCAs in Massachusetts, identified extensive CCA adoption, but every CCA focused on simple methods for increasing renewable energy portfolios with only one program (Cape Light Compact) also addressing energy efficiency and only a few adding an operational adder for local renewables. We believe that we can go far beyond basic CCE with a broader focus on reducing Greenhouse Gas Emissions (GHG) through such strategies as expanding local distributed energy resources (generation and storage), engaging in wholesale energy purchases, and reducing peak loads and dirty peak generation, (“**Community Choice Aggregation 3.0**” or “**CCA 3.0**”). Massachusetts, however, has no programs that have evolved beyond purchasing retail renewable energy credits and other low hanging fruit to a full **CCA 3.0**. Our final product will create a clear overview of how **CCA 3.0** can work in Massachusetts and other states, building on lessons from existing CCAs and the most aggressive models in California and elsewhere, and examining the legal issues. In addition, it is essential that the core architecture of a **CCA 3.0** model involve social equity and energy democracy from the start. Our goal in producing a report of our efforts is to share it with our primary cities as a blueprint for adopting **CCA 3.0** programs, share it with municipalities that might consider expanding their CCA, and inform and influence beneficial CCA legislation and regulations.



Problem Statement: Many communities have a goal of 80% reduction in greenhouse gas emissions or carbon-neutrality by 2050, but state renewable energy portfolio mandates are not expanding enough to meet these goals. **Community Choice Aggregation** has the potential to be a game changer. Currently, though, most of these efforts outside of California - and all CCAs in Massachusetts - focus narrowly on customer financial savings. In some cases, CCAs include retail purchases of renewable

energy credits, often low-quality national wind renewable energy credits (RECs). They focus very little on distributed energy. There is an opportunity for much more aggressive efforts using **Community Choice Aggregation 3.0** to focus on GHG reductions, especially local GHG reductions, by expanding local distributed energy resources (supply and storage), ensuring additionality- new green energy sources not simply using existing green energy supplies, increasing wholesale energy purchases, and reshaping and decreasing peak loads.

The proposed action is to fill the information gaps by informing business and legal implementation plans to create a successful municipal aggregation program focused on GHG reductions. Specifically, we will identify the deeper opportunities of using **CCA 3.0** to fund local distributed energy resources, explore wholesale power purchases, reduce peak energy use and capacity charges, and capture those savings for deeper GHG reductions.

Anticipated Project Outputs: The project final report will be a public document for any interested community. Several of our communities, including Northampton, Amherst, and Pelham, are working together and plan to use the report immediately as the blueprint for our planned **CCA 3.0** effort. We will also share the report using our networks to advance understanding. The sharing focus will be on CCA communities, such as Cambridge and Somerville, who might be ready to grow their programs to **CCA 3.0**, as well as cities, such as Jersey City and Saratoga Springs, who are still in the earliest CCA development stages. This project will help inform and influence beneficial CCA legislative and regulatory changes.

Mature from idea to best practice: **Community Choice Energy 3.0** is in its infancy. There are instructive evolving specific models that do more than simple CCAs¹. In Massachusetts, where CCAs are widespread, however, advanced steps such like operational adders are just beginning (e.g., Cambridge). We believe that CCAs can be even more robust than these most aggressive models. We will be prototyping new models that work in other states with different regulatory schemes, refining existing ideas from California, and ideating new approaches that will influence existing and new CCA efforts. Even though **CCA 3.0** builds on the structure of CCAs, the evolution is more than simple refinement of ideas; it requires new approaches and concepts. We will explore a **CCA 3.0** Joint Powers Agreement governance structure² that can encompass a greater range of opportunities for GHG reductions than normal municipal electricity aggregation.

Process: One consultant will work on the **CCA 3.0 Business and Feasibility Plan** and one for the **CCA 3.0 Nationwide Guidance**. Each section will be combine into a single project for distribution. The consultants for the two sections will work together collaboratively:

1. To ensure that the sections fit together seamlessly.
2. To provide each consultant with peer review.
3. To simplify coordination of the project. The consultants and the project manager and interested steering committee members will hold semi-monthly phone calls.

Table 1. Schedule of Grant Deliverables and Payments

#	Activity	Deliverable	Due Date	Payment/Recipient	
				Peregrine Energy	Local Power

¹ For example, Cambridge is beginning to use operational adders to fund local solar, Cincinnati’s CCA is securing local large scale renewable assets, California’s CCAs (for example, Clean Power Alliance, East Bay Community Energy, East Peninsula Clean Energy, and Sonoma Clean Power) are often wholesale investors in large scale long-term power purchase agreements, not simply renewable energy credits.

² Joint Powers Agreement (JPA) or other shared governance structures can expand beyond traditional CCAs, such as Cincinnati’s Green Natural Gas Program, Lancaster Choice Energy’s (Lancaster, CA) energy efficiency program. Many other GHG emission reduction projects could potentially benefit from a regional JPA approach.

1a	Agreements	Signed grant agreements	01/18/19		
1b	Quarterly report	250-word update from Northampton Planning & Sustainability	04/15/19		
1c	CCA 3.0 business and feasibility plan: WHAT and HOW	<p>STRATEGY and OVERVIEW OF LEGAL ISSUES to optimize actions for GHG reductions, including: Distributed energy (generation and storage); Local strategic investments; Reduced peak demand and capacity charges; Wholesale energy purchases; Aggressive GHG/CO2 reductions; Rate parity with non-CCA consumers; Operational adders. The plan must work in Massachusetts and be as universal as possible (since some of our consortium members are not in Massachusetts). Identify a comprehensive universe of specific CCA 3.0 actions that CCAs can or might be able to employ.</p> <ul style="list-style-type: none"> • Actions need not be limited to the electric sector. Include community engagement, community equity and strategic investments to improve the community's load profile. Include an analysis of whether and how a CCA could become, partner with, or otherwise develop an agreement with a retailer electric power supplier to enable the CCA – rather than the retail supplier - to receive savings revenues resulting from any reductions in capacity charges that the CCA achieves through DER deployment. • Analyze existing statutory-regulatory, utility rules/practices, market, and any other challenges to deploying these CCA 3.0 actions and provide strategies for overcoming any boundaries within the existing universe of what a CCA can/might be able to do. Identify possible ways to avoid constraints of utility efficiency programs. • Rate all identifiably feasible CCA 3.0 actions (e.g., cost effectiveness, GHG reductions, energy savings, equity impacts, and likelihood of implementation). • Include operational adders (e.g., Cambridge) 	07/01/19	Payment #1 (\$19,000) upon completion of: 1. Task 1a draft for client review (Peregrine is prime author); and 2. Task 1d draft (Peregrine is collaborator)	Payment #1A (\$18,000) upon completion of 1. Task 1a draft for client review (Local Power is collaborator); and 2. Task 1d draft (Local Power is prime author)
1d	CCA 3.0 National Guidance	<p>Lessons from around the US, including addressing the peak WHAT and HOW questions (above). This should help communities in states with or considering CCAs and address the different models that exist in the eight states that authorize CCAs and the future models. Include compelling storytelling and case studies to help communities considering CCA or CCA 3.0. Compare and contrast multiple models and lessons (e.g., California and other successes) to inform the process and support the story of how communities can move to a CCA <u>3.0</u>. Include explicit discussion of equity, risks of social inequities, and potential solutions in establishing a CCA. Discussion of social equity must be integrated into overall document.</p> <ul style="list-style-type: none"> • Tell the stories that can help as communities lobby legislatures and DPUs, including outlining ideas and strategies for both MA and states without CCA enabling laws, including explicit discussion of what components are critical for new state legislation and regulations. • Identify and outline concrete statutory and regulatory design elements that states without CCA enabling laws could/should consider adopting in the process of developing CCA enabling laws. 	07/01/19	See above	See above

		<ul style="list-style-type: none"> Identify, outline, and prioritize ways of improving upon the present universe of what CCAs can do to facilitate 3.0. Include strategies with actionable steps that CCAs and their local governments and community members can take to help achieve these improvements. 			
1d	Quarterly report	250-word update from Northampton Planning & Sustainability	7/15/19		
2a	Transition plan	<p>CCA 3.0 business plan that is possible in Massachusetts: Identify strategies for transitioning from no CCA to CCA 2.0 or CCA 3.0 and from existing CCA to CCA 2.0 or CCA <u>3.0</u>, including scope, scalability, and approach.</p> <ul style="list-style-type: none"> Identify what is a realistic scope of CCA 3.0 actions to begin with, and outline optimal strategies for phasing in additional CCA 3.0 actions over time (with timelines), highlighting any relevant pros and cons. Analyze how much detail we must, and should (from a strategic standpoint), include in our initial plan, including energy efficiency. Address ways of creating a permanent/lasting mandate for the CCA to perform CCA 3.0 actions, including specific strategies. 	9/01/19	Payment #2 (\$7,000) upon completion of: 1. Task 2a draft for client review (Peregrine is prime author); and 2. Task 2b draft (Peregrine is collaborator)	Payment #2A (\$5,000) upon completion of: 1.Task 2a draft (Local Power is collaborator) and 2. Task 2b draft (Local Power is prime author)
2b	Equity lens	CCA 3.0 nationwide guidance: Focus on CCA <u>3.0</u> distributional and access social equity and energy democracy opportunities (e.g., environmental justice, distribution of benefits including equity in ownership of renewable energy, rate structures) and inclusive representation, including discussion of challenges and opportunities.	9/01/19	See above	See above
2c	Quarterly report	250-word update from Northampton Planning & Sustainability	10/15/19		
3a		<p>CCA 3.0 business plan that is possible in Massachusetts: Identifying CCA <u>3.0</u> optimal geography and size needs to identify the sweet spot for sizing multi-community CCA <u>3.0</u> consortiums. Include discussion of the optimal size for energy conservation programs (Part B in Massachusetts).</p> <ul style="list-style-type: none"> Analyze Massachusetts specific and universally applicable considerations for determining the appropriate geography and size for implementing and operating a CCA 3.0 including multiple utility service territories, legal and geographical boundaries, load size and diversity, and governance/administration issues; Is there a critical mass (e.g. minimum load size, load diversity, geographic scope) necessary to administer the CCA 3.0 model in terms of both operating expenses and ability to deploy tangible 3.0 actions? Consider the programmatic costs for a self/quasi-self-administered CCA 3.0. What, if any, upper limits should be placed on the number of municipal members, aggregate load size, and geographic scope of the CCA 3.0? Is there is any benefit for the CCA 3.0 to encompass a geographic area with a shared identity or any hindrance if it does not. 	10/15/19	Payment #3 (\$7,000) upon completion of draft (Peregrine is prime author)	See below

		<ul style="list-style-type: none"> • Highlight any potential barriers/challenges and related strategies/solutions. • Disclose what the analysis is based on. Quantitative research analysis ideally, but at a minimum analysis should be supported by anecdotal evidence. 			
3b	Quarterly report	250-word update from Northampton Planning & Sustainability	11/01/19		
4a	Final grant products	Final plan addressing client comments and co-consultant collaboration for consistent story-telling, packaged as a single PDF for web posting, with a copy in the native software format used for the report, and a single PowerPoint business plan and national guidance presentation.	11/15/19	Payment #4 (\$13,000) upon completion and acceptance of final report	Payment #4A (\$ 6,000) upon completion and acceptance of final report
4b	Final grantee report and budget reconciliation	Final Grantee Report and Budget Reconciliation	12/31/19		
4c	Grant debrief call and webinar scheduling	A call with USDN and scheduling of grantee PowerPoint (PPT) presentation to the network	Dates to be set at grant close		
		TOTALS		\$46,000	\$29,000