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Next EDC Resolution Number SPEDC2025-021



SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING AGENDA

Board of Directors

Genoveva Garcia Calloway, Chair (excused absence)

Saman Farid, Vice Chair

Kanwar Singh, Treasurer

Patricia Ponce, Director

Stephen Baiter, Director

**WEDNESDAY, October 15, 2025
6:00 PM**

Copies of this agenda and non-exempt public records relating to an open session item on this agenda will be available upon request to saeidb@sanpabloedc.org. The agenda may also be viewed at www.SanPabloEDC.org.

CALL TO ORDER OF ANNUAL MEETING/ PLEDGE OF ALLEGIANCE/ ROLL CALL

PUBLIC COMMENTS: The public is encouraged to address the San Pablo EDC Board on any matter listed on the agenda or any other matter within its jurisdiction subject to the rules of decorum to be described and acted on by the Board. If you wish to address the Board, please email saeidb@sanpabloedc.org with "Speaker Form" in the subject line. The Board will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote.

EXECUTIVE DIRECTOR REMARKS

CONSENT AGENDA

All matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered separately.

CONSENT AGENDA (3 items)

1. Minutes of the September 17, 2025 regular meeting (pages 3-4)
Recommendation: Approve
2. San Pablo EDC FY25-26 Financial Statements ending August 31, 2025 (pages 5-12)
Receive and file
3. Resolution authorizing a grant proposal response to MCE's RFP 2025-03 for a Community Partnership Program for \$20,000 and execution of a grant agreement with MCE (pages 13-32)
Recommendation: Approve

* * * END OF CONSENT AGENDA * * *

REGULAR AGENDA – ITEMS FOR DISCUSSION

1. Presentation by Scientific Adventures for Girls and discussion of collaboration (pages 33-68)
Recommendation: **Receive and File**
2. Resolution authorizing execution of the contract award to OBRA for maintenance work at Mission Plaza and fund balance allocation up to \$21,400 (pages 69-84)
Recommendation: **Approve**

ADJOURNMENT

Adjourn to next regular meeting scheduled for **Thursday, November 13, 2025**, at 6:00 PM.

MINUTES OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS REGULAR MEETING

WEDNESDAY, SEPTEMBER 17, 2025

ROLL CALL

The Board of Directors (Board) meeting was called to order at 6:01 PM in the San Pablo Economic Development Corporation (San Pablo EDC) Offices at 1000 Gateway Avenue, First Floor, San Pablo, California. Present were Chair Genoveva Calloway and Director Patricia Ponce. Vice Chair Saman Farid joined via video conference call under Emergency Provision. Also present were Executive Director Leslay Choy and Board Secretary Saeid Babay Hosseini. Treasurer Kanwar Singh and Director Stephen Baiter had an excused absence.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE DIRECTOR REMARKS

Executive Director Choy updated the Board regarding the East Bay ADA's Global Forum, EDC participation at the Fiestas Patrias resource fair, the September 15th annual presentation to City Council, completion of evaluator interview and submission of all data, and noted the September 30th Careers in the Trades Demonstration Day.

CONSENT AGENDA

1. Minutes of the August 27, 2025 regular meeting
Recommendation: **Approve**
2. San Pablo EDC FY24-25 Financial Statements ending July 31, 2025
Recommendation: **Receive and file**

It was moved by Director Ponce, seconded by Chair Calloway, and passed by a vote of those present to adopt the items on the Consent Agenda. The motion passed as follows:

AYES: Calloway, Farid, Ponce
NOES: None
ABSTAIN: None
ABSENT: Baiter, Singh

REGULAR AGENDA

Presentation of City of San Pablo Economic Development Updates with Kieron Slaughter, Economic Development and Housing Manager

Kieron Slaughter, Economic Development and Housing Manager, presented updates on city projects and strategies to increase traffic to San Pablo to boost economic growth. The Board engaged in active discussion and welcomed continuation of regular presentations.

Resolution authorizing continued support of the San Pablo Forward Scholarship at Contra Costa College Foundation and ratifying fiscal year 2025-26 budget expense of \$5,000

Executive Director Choy introduced the item regarding the Contra Costa College Foundation San Pablo Forward Scholarship, which the City of San Pablo and EDC jointly support. She also noted the October 6th timing of city action. Following board discussion, it was moved by Chair Calloway, seconded by Director Ponce, and passed by a vote of those present to adopt **RESOLUTION SPEDC2025-019**, a resolution to authorize continued support of the San Pablo Forward Scholarship at the Contra Costa College Foundation and ratify fiscal year 2025-26 budget expense of \$5,000.

AYES: Calloway, Farid, Ponce
NOES: None
ABSTAIN: None
ABSENT: Baiter, Singh

Resolution authorizing execution of a fiscal year 2025-26 memorandum of understanding with Contra Costa Trucking Driving School LLC for commercial driver's license workforce training services

Executive Director Choy introduced the FY25-26 MOU with Contra Costa Trucking Driving School to provide bilingual CDL training for San Pablo residents and WIOA participants in Richmond. She noted high demand for Class A and B licenses, with funding for residents through Measure S and other sources. Following board discussion, it was moved by Director Ponce, seconded by Vice Chair Farid, and passed by a vote of those present to adopt **RESOLUTION SPEDC2025-020**, a resolution to authorize execution of fiscal year 2025-26 memorandum of understanding with Contra Costa Trucking Driving School LLC for Commercial Driver's License Training Services.

AYES: Calloway, Farid, Ponce
NOES: None
ABSTAIN: None
ABSENT: Baiter, Singh

ADJOURNMENT

It was moved by Vice Chair Calloway and seconded by Director Ponce to adjourn the meeting at 6:50 PM to the next regular meeting scheduled for **Wednesday, October 15, 2025** at 6:00 PM.

Respectfully submitted,

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Chair

SAN PABLO EDC BOARD REPORT



DATE: October 15, 2025

TO: San Pablo EDC Board

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FROM: Leslay Choy, Executive Director
Bradley Ward, Controller

SUBJECT: SAN PABLO ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2025-26 FINANCIAL STATEMENTS THROUGH AUGUST 2025

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Receive and file report.

BACKGROUND

As part of its ongoing fiduciary oversight, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews the organization's financial reports. Typically, these reports are received and reviewed in advance by Board Treasurer and Finance Committee member, Kanwar Singh. Financials compare year-to-date expenses to annual budget in a format recommended by Treasurer Singh.

ANALYSIS OF FINANCIAL REPORTS

Attached is a set of financial reports through August 2025, the organization's fiscal year end (FYE). The lead item is the balance sheet, which shows the organization's financial position as of August 31, 2025. The August balance sheet reflects assets of \$5,502,846, liabilities of \$2,097,362 and equity of \$3,405,484. For any professional agreement where San Pablo EDC receives the lump sum up front, Account 25800 is used for the unearned portion of the agreement, and changes the month-over-month liabilities, reducing as the year advances; COSP120 YSCP is a good example.

The second section of the report is the year-to-date profit and loss (P&L) statement through August 31, 2025 with comparison to budget. The P&L statements are presented as a summary of the Total Budget for Operations, Measure S and Total Grants. The first column represents year-to-date (YTD) revenue and expenses by budget item; second column represents total budget; third column represents year-to-date variance to budget. EDC recognizes income on an accrual basis.

The first part of the Total P&L statement is revenue (income). Total income through August is \$543,064 representing 31% of budgeted income with 16.7% of the fiscal year complete. Of note, Suite B at Mission Plaza has been leased by a retail cannabis tenant who successfully finished in the Top 3 applicants for an operator's permit and conditional use permit (CUP). Once these are issued, six months of free rent begins. The suite is not anticipated to start earning income until 2026 and timing is entirely in the City and the tenant's hands, which may create a larger-than-anticipated 47200 deficit. It is an excellent tenant and use for the plaza and offered the best terms of all submitted proposals with the fastest cost recovery time; however, the City's process is new and multi-phased, which may further delay income.

The second part of the P&L, which includes other expenses less depreciation, represents expenses, the bulk of which are 62100 Contract Services, 65000 Operations and 66000 Payroll. YTD expenses were \$299,070 or 16.8% of the annual budget.

Monthly non-cash depreciation of \$3,739 (year-to-date \$37,393) for the EDC's commercial building asset, Mission Plaza, is accounted for as "other expense" in account 70100, as it does not affect

operations. By classifying it this way, the EDC separates operations and cash usage from non-cash activity. This is referred to as EBITDA or earnings before interest, taxes, depreciation and amortization.

Attachments

- San Pablo EDC FY25-26 Financial Statements through August 2025

San Pablo Economic Development Corporation
Balance Sheet
As of August 31, 2025

Aug 31, 25

ASSETS	
Current Assets	
Checking/Savings	
10000 · SPEDC Checking Account	1,155,494.19
10005 · Money Market ...1115	2,193,677.99
10015 · TCU Checking /Savings Account	248.45
10100 · Petty Cash	100.00
Total Checking/Savings	3,349,520.63
Accounts Receivable	
11000 · Accounts Receivable	942,146.67
Total Accounts Receivable	942,146.67
Total Current Assets	4,291,667.30
Fixed Assets	
14100 · Buildings - Operating	1,540,000.00
14200 · Accumulated Depreciation	(329,061.12)
Total Fixed Assets	1,210,938.88
Other Assets	
18600 · Other Assets	240.00
Total Other Assets	240.00
TOTAL ASSETS	5,502,846.18
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	11,670.73
Total Accounts Payable	11,670.73
Credit Cards	
20500 · SPEDC Credit Card	2,780.61
Total Credit Cards	2,780.61
Other Current Liabilities	
24000 · Payroll Liabilities	
24300 · Health Insurance	714.75
24350 · Mutual of America 403(b) W/H	2,179.30
Total 24000 · Payroll Liabilities	2,894.05
25800 · Unearned or Deferred Revenue	760,416.66
25820 · Security Deposit	19,600.00
Total Other Current Liabilities	782,910.71
Total Current Liabilities	797,362.05
Long Term Liabilities	
27100 · Notes, Mortgages, and Leases	1,300,000.00
Total Long Term Liabilities	1,300,000.00
Total Liabilities	2,097,362.05
Equity	
32000 · Unallocated Net Assets	401,186.13
32100 · Operations Net Assets	2,728,984.91

10:36 AM
10/06/25
Accrual Basis

San Pablo Economic Development Corporation
Balance Sheet
As of August 31, 2025

	<u>Aug 31, 25</u>
32500 · Meas S Net assets	38,798.08
Net Income	236,515.01
Total Equity	3,405,484.13
TOTAL LIABILITIES & EQUITY	<u>5,502,846.18</u>

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through August 2025

	Total Operations			
	Jul - Aug 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	2,500.00	16,000.00	(13,500.00)	15.6%
44400 · Government Contracts	93,750.00	562,500.00	(468,750.00)	16.7%
44500 · Government Grants				
45000 · Investments	13,723.64	84,150.00	(70,426.36)	16.3%
46400 · Other Types of Income	12,742.00	27,000.00	(14,258.00)	47.2%
47200 · Program Income	16,651.14	194,000.00	(177,348.86)	8.6%
Total Income	139,366.78	883,650.00	(744,283.22)	15.8%
Gross Profit	139,366.78	883,650.00	(744,283.22)	15.8%
Expense				
60300 · Awards and Grants				
60900 · Business Expenses	1,599.86	6,250.00	(4,650.14)	25.6%
62100 · Contract Services	1,816.00	53,675.00	(51,859.00)	3.4%
62800 · Facilities and Equipment		4,000.00	(4,000.00)	
65000 · Operations	13,960.83	140,900.00	(126,939.17)	9.9%
65100 · Other Types of Insurance	12,217.80	42,995.00	(30,777.20)	28.4%
66000 · Payroll Expenses	89,953.65	528,841.00	(438,887.35)	17.0%
66500 · Benefits	16,446.33	93,100.00	(76,653.67)	17.7%
68300 · Travel and Meetings	1,669.90	8,901.00	(7,231.10)	18.8%
69000 · Operational Contingency		5,000.00	(5,000.00)	
69010 · Bank Service Charges	205.82			
Total Expense	137,870.19	883,662.00	(745,791.81)	15.6%
Net Ordinary Income	1,496.59	(12.00)	1,508.59	(12,471.6%)
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization	7,478.66			
Total Other Expense	7,478.66			
Net Other Income	(7,478.66)			
Net Income	(5,982.07)	(12.00)	(5,970.07)	49,850.6%

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through August 2025

	Measure S			
	Jul - Aug 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support				
44400 · Government Contracts				
44500 · Government Grants	58,333.34	350,000.00	(291,666.66)	16.67%
45000 · Investments				
46400 · Other Types of Income				
47200 · Program Income				
Total Income	58,333.34	350,000.00	(291,666.66)	16.67%
Gross Profit	58,333.34	350,000.00	(291,666.66)	16.67%
Expense				
60300 · Awards and Grants		7,500.00	(7,500.00)	
60900 · Business Expenses	197.50	2,950.00	(2,752.50)	6.7%
62100 · Contract Services	3,234.24	142,075.00	(138,840.76)	2.28%
62800 · Facilities and Equipment				
65000 · Operations	2,255.43	28,100.00	(25,844.57)	8.03%
65100 · Other Types of Insurance				
66000 · Payroll Expenses	27,040.49	152,275.00	(125,234.51)	17.76%
66500 · Benefits	10,960.23	68,550.00	(57,589.77)	15.99%
68300 · Travel and Meetings				
69000 · Operational Contingency				
69010 · Bank Service Charges				
Total Expense	43,687.89	401,450.00	(357,762.11)	10.88%
Net Ordinary Income	14,645.45	(51,450.00)	66,095.45	(28.47%)
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization				
Total Other Expense				
Net Other Income				
Net Income	14,645.45	(51,450.00)	66,095.45	(28.47%)

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through August 2025

	Total Grants			
	Jul - Aug 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	80,224.30	124,981.00	(44,756.70)	64.2%
44400 · Government Contracts	265,139.19	371,063.00	(105,923.81)	71.5%
44500 · Government Grants				
45000 · Investments				
46400 · Other Types of Income				
47200 · Program Income				
Total Income	345,363.49	496,044.00	(150,680.51)	69.6%
Gross Profit	345,363.49	496,044.00	(150,680.51)	69.6%
Expense				
60300 · Awards and Grants				
60900 · Business Expenses	2,393.23	9,180.00	(6,786.77)	26.1%
62100 · Contract Services	64,000.00	235,499.00	(171,499.00)	27.2%
62800 · Facilities and Equipment				
65000 · Operations	6,754.44	16,339.00	(9,584.56)	41.3%
65100 · Other Types of Insurance				
66000 · Payroll Expenses	34,824.44	187,468.00	(152,643.56)	18.6%
66500 · Benefits	9,539.75	47,558.00	(38,018.25)	20.1%
68300 · Travel and Meetings				
69000 · Operational Contingency				
69010 · Bank Service Charges				
Total Expense	117,511.86	496,044.00	(378,532.14)	23.7%
Net Ordinary Income	227,851.63		227,851.63	100.0%
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization				
Total Other Expense				
Net Other Income				
Net Income	227,851.63		227,851.63	100.0%

San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through August 2025

	TOTAL			
	Jul - Aug 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
43400 · Direct Public Support	82,724.30	140,981.00	(58,256.70)	58.68%
44400 · Government Contracts	358,889.19	933,563.00	(574,673.81)	38.44%
44500 · Government Grants	58,333.34	350,000.00	(291,666.66)	16.67%
45000 · Investments	13,723.64	84,150.00	(70,426.36)	16.31%
46400 · Other Types of Income	12,742.00	27,000.00	(14,258.00)	47.19%
47200 · Program Income	16,651.14	194,000.00	(177,348.86)	8.58%
Total Income	543,063.61	1,729,694.00	(1,186,630.39)	31.4%
Gross Profit	543,063.61	1,729,694.00	(1,186,630.39)	31.4%
Expense				
60300 · Awards and Grants		7,500.00	(7,500.00)	
60900 · Business Expenses	4,190.59	18,380.00	(14,189.41)	22.8%
62100 · Contract Services	69,050.24	431,249.00	(362,198.76)	16.01%
62800 · Facilities and Equipment		4,000.00	(4,000.00)	
65000 · Operations	22,970.70	185,339.00	(162,368.30)	12.39%
65100 · Other Types of Insurance	12,217.80	42,995.00	(30,777.20)	28.42%
66000 · Payroll Expenses	151,818.58	868,584.00	(716,765.42)	17.48%
66500 · Benefits	36,946.31	209,208.00	(172,261.69)	17.66%
68300 · Travel and Meetings	1,669.90	8,901.00	(7,231.10)	18.76%
69000 · Operational Contingency		5,000.00	(5,000.00)	
69010 · Bank Service Charges	205.82		205.82	100.0%
Total Expense	299,069.94	1,781,156.00	(1,482,086.06)	16.79%
Net Ordinary Income	243,993.67	(51,462.00)	295,455.67	(474.12%)
Other Income/Expense				
Other Expense				
70100 · Depreciation & Amortization	7,478.66		7,478.66	100.0%
Total Other Expense	7,478.66		7,478.66	100.0%
Net Other Income	(7,478.66)		(7,478.66)	100.0%
Net Income	236,515.01	(51,462.00)	287,977.01	(459.59%)

SAN PABLO EDC BOARD REPORT



DATE: October 15, 2025

TO: San Pablo EDC Board

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FROM: Leslay Choy, Executive Director 

SUBJECT: **RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING A GRANT PROPOSAL RESPONSE TO MCE'S COMMUNITY PARTNERSHIP PROGRAM RFP 2025-03 FOR \$20,000 AND EXECUTION OF A GRANT AGREEMENT**

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

Strategy 4: Focus on the organization's fiscal sustainability and revenue diversification.

The San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews and authorizes all San Pablo EDC grant applications.

In 2024, MCE received the highest score and \$5 million Virtual Power Plant Approaches for Demand Flexibility (VPP-FLEX) grant award by the California Energy Commission's (CEC). Using these funds, MCE expanded the VPP pilot to all MCE communities, which includes the area San Pablo EDC serves. They subsequently released an RFP for partnership grants.

At the October 21, 2024 meeting, the Board authorized application to MCE's Community Partnership Program by way of Resolution SPEDC 2024 – 029. San Pablo EDC was ultimately awarded the grant for the Smart Business Energy Advantage Program (SBEA) and is in the final few months of completing the contract with all goals except one met or exceeded.

In 2025, MCE seeks to accelerate the clean energy transition in its service areas. MCE released its Request for Proposals (RFP) 2025-03 which makes Community Partnership Program and Community Benefits Funds available to organizations who partner in this expedited advancement.

Similar to last year, San Pablo EDC staff would propose the following scope of work, adding general outreach to its application:

- Outreach campaigns focused on MCE's Small Business Energy Advantage for businesses located in state designated Disadvantaged Communities (DACs) and low-income communities with the goal of increasing awareness of available resources and support.
- Facilitate networking events to educate small business owners about available resources, such as health and safety improvements for their businesses, and provide opportunities for small business owners to connect with each other, as well as with representatives from local government agencies, financial institutions, etc.
- Distribute program materials, such as brochures, flyers, or online resources.
- Create a referral pipeline to small businesses who complete an interest form for MCE.
- Produce reports or summaries documenting the outcomes and impact of outreach and engagement activities.

- Conduct bilingual general outreach through multiple platforms, including print media, for the suite of programs offered for residents, contractors and businesses, and at the housing fair.

The letter of intent to respond was submitted by the September 30th deadline and grants are due October 17, 2025 at 5:00 PM. If the grant proposal were successful, the executive director would need to enter into agreement with MCE. The template for that agreement is listed as Attachment A in the attached MCE 2025-03 RFP, and is identical to the one signed in 2024.

The Board is asked to authorize Executive Director Choy to submit a grant proposal response to MCE's RFP 2025-03 for a Community Partnership Program for \$20,000, and if successful, execute a grant agreement.

FISCAL IMPACT

There is no immediate fiscal impact, as the grant will be written in-house. If the grant were successful, fiscal impact would be grants class revenue of up to \$20,000 to income account 43405 grants class. In 2024, San Pablo EDC was awarded \$12,720 on a reimbursement grant basis.

Attachments

1. MCE 2025-03 RFP Community Partnership Program

RESOLUTION SPEDC2025-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING A GRANT PROPOSAL RESPONSE TO MCE'S COMMUNITY PARTNERSHIP PROGRAM RFP 2025-03 FOR \$20,000 AND EXECUTION OF A GRANT AGREEMENT

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews and authorizes all San Pablo EDC grant applications; and

WHEREAS, using Virtual Power Plant Approaches for Demand Flexibility (VPP-FLEX) grant funds awarded in 2024, MCE is seeking partners to accelerate the clean energy transition in its service areas; and

WHEREAS, on October 21, 2024, the Board authorized San Pablo EDC application to MCE's Community Partnership Program by way of Resolution SPEDC 2024 – 029, which San Pablo EDC was ultimately awarded for the Smart Business Energy Advantage Program (SBEA) and is in the final few months of completing the contract with all goals except one met or exceeded; and

WHEREAS, MCE released its Request for Proposals (RFP) 2025-03 which makes Community Partnership Program and Community Benefits Funds available to organizations who partner in this expedited advancement; and

WHEREAS, San Pablo EDC intends to apply with a similar scope of work, adding general outreach to its application which is due October 17, 2025 at 5:00 PM; and

WHEREAS, there is no immediate fiscal impact, as the grant will be written in-house; if the grant were successful, fiscal impact would be grants class revenue of up to \$20,000 to income account 43405 grants class.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize Executive Director Choy to submit a grant proposal response to MCE's RFP 2025-03 for a Community Partnership Program for \$20,000, and if successful, execute a grant agreement.

ADOPTED this 15th day of October, 2025, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

Request for Proposals (RFP) 2025-03
MCE Community Partnership Program and Community Benefits Funds
September 22, 2025

MCE, a California Joint Powers Authority, seeks qualified not-for-profit government agencies and 501(c)(3) nonprofit organizations or their fiscally sponsored projects to propose outreach initiatives to educate and engage residents across Marin, Contra Costa, Napa, or Solano counties about MCE's environmental initiatives and cost-saving programs, aiming to increase community participation and awareness. Up to six (6) projects will be awarded in Community Partnership Program amounts expected to be up to \$30,000 per organization for work to be completed within one year.

MCE will also be awarding community-based organizations that submit proposals for Community Benefits Funds. These will be awarded to nonprofit organizations or municipalities based on criteria included below.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

I. ABOUT MCE

MCE's mission is to confront the climate crisis by eliminating fossil fuel greenhouse gas emissions, producing renewable energy, and creating equitable community benefits.

MCE is a not-for-profit public agency and the preferred electricity provider for more than 580,000 customer accounts and 1.5 million residents and businesses across Contra Costa, Marin, Napa, and Solano counties. Setting the standard for clean energy in California since 2010, MCE leads with 100% renewable power at stable rates, delivering a 1400 MW peak load and significantly reducing greenhouse emissions and reinvesting millions in local programs.

MCE's vision is to lead California to an equitable, clean, affordable, and reliable energy economy by serving as a model for community-based renewable energy, energy efficiency, and cutting-edge clean-tech products and programs.

II. PROPOSED SCOPE OF WORK

A contract awarded as a result of this RFP will include the following proposed scope(s) of work in narrative format, no more than 5 pages in length, subject to revision.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

Community Partnership Program

- a. All proposed work plans should include a description of the strategies and tactics to be utilized for conducting general outreach and education about MCE in ways that promote MCE's mission. This should encompass how you plan to communicate basic messages about MCE, including explanations of MCE's operations, customer billing, environmental benefits, and broad community benefits. Respondents are encouraged to increase awareness of MCE's key messages in the community, ideally in multiple languages.
- b. A description of how your organization plans to collaborate with MCE's internal outreach team to provide accurate information about MCE within the community, assist in enrolling constituents and community members in our programs, establish a regular feedback loop with MCE, provide ongoing feedback from community stakeholders on community programs and messaging initiatives, and promote MCE's mission.
- c. In addition to general outreach, MCE also encourages respondents to propose outreach tactics specific to MCE's available customer programs and mission. To provide respondents with an idea of the programs we aim to promote in the community, brief program descriptions can be found below. Feel free to incorporate outreach initiatives for one or all of the following programs:
 - i. Residential Flex Market - By working with a participating contractor, homeowners can receive upfront incentives for a variety of energy efficiency and electrification projects such as attic insulation, heat pump HVAC systems, and heat pump water heaters. While funds are available, MCE customers are also eligible for up to an additional \$4,000 incentive for heat pump water heater installations.
 - ii. Home Energy Savings - Free home energy assessments and home energy efficiency upgrades, such as insulation and other energy savings upgrades (duct and air sealing, some electrification measures) are provided to income qualifying single-family homeowners and renters which allows them to save money and energy.
 - iii. Multifamily Energy Savings - Free energy efficiency assessments for multifamily properties, including free technical assistance and recommendations for energy efficiency upgrades, are provided to reduce energy costs and create water-saving measures. MCE's program includes up to \$6,000 in rebates per qualifying unit for electrification measures paid directly to the property owner.
 - iv. Emergency Water Heater Loaner Incentive - Provides contractors with a direct payment of \$1,500 for each project where they install a loaner water heater in a water heating emergency followed by the installation of a permanent heat pump water heater.
 - v. Bill Savings - In addition to the state and federal programs (CARE, FERA, and Medical Baseline Allowance), qualifying households may be eligible for other programs that help reduce their monthly energy bill or provide bill payment

assistance programs. These include Arrearage Management Plan (AMP), MCE Cares Credit, and Relief for Energy Assistance through Community Help (REACH).

- vi. Small Business Energy Advantage - Business owners can connect with an energy expert for a free assessment to identify energy saving upgrades that can lower monthly bills, reduce maintenance costs, and build advantage.
- d. In addition to the general outreach campaigns described above, we are also interested in proposed focused outreach campaigns from respondents who wish to delve deeper into any of the subject areas below. If one or more of these areas resonates with you, please include details on how you would conduct outreach and community engagement.

- i. Local Contractor Education

Priority Audience: Local electric, HVAC, plumbing, general, insulation, home performance, and/or electrification contractors in one or more of the following counties: Marin, Contra Costa, Solano, Napa

- Coordinate with MCE, other local government agencies, and various stakeholders to identify and promote available rebates, incentives, and financing options for energy-efficiency and electrification upgrades to electrification contractors and contractor industry groups and partners.
- Develop and implement an outreach strategy to engage local contractors and raise awareness about the benefits of energy-efficiency and electrification technologies. MCE prefers a focus on whole home solutions.
- Develop and distribute informational and educational materials such as tutorials for getting started with MCE incentives and services. Outreach materials should focus on the stack-ability of funding for energy efficiency (EE) and electrification measures.
- With input from contractors, develop and share best practices, resources, and success stories related to EE and electrification installations.
- Increase awareness and knowledge among local contractors about the latest EE technologies, as well as any MCE rebates and incentives available.
- Facilitate partnerships between community organizations and local government agencies and contractors to enhance outreach and engagement efforts.

- ii. Low-Income and Underserved Communities

Priority audience: Low-income and/or underserved residents of Marin, Contra Costa, Napa, or Solano counties, with an emphasis on audiences with language, technology, and other barriers to participation in energy programs.

- Communicate eligibility for payment assistance programs like Medical Baseline, CARE, FERA and other discount programs, and help customers enroll.

- Explain how MCE savings appear on residential energy bills.
- Conduct outreach around MCE's electric vehicle programs, income-qualified home upgrade program, and other income-qualified programs from MCE as they are launched.

iii. Public Education

Building Electrification: Provide interactive and fun education opportunities for residents and key community influencers about the benefits of building electrification and specific MCE programs and incentives. Partnering with established community-based organizations is a plus. Examples include education on heat pump water heaters, heat pump heating and cooling systems, and electric cooking.

- Conduct educational outreach for other MCE programs as they are launched.

Community Benefits Funds

Each year, MCE hosts Open Season procurement to provide a competitive opportunity for energy suppliers to fulfill MCE's resource requirements. MCE prioritizes suppliers who offer Community Benefit Funds as part of their submissions. Community Benefit Funds are intended to support projects and initiatives that align with MCE's mission to eliminate fossil fuel greenhouse gas emissions while creating equitable community benefits.

In 2025 MCE has \$171,400 which will be awarded to respondents based on criteria in MCE's [Renewable Energy Development Community Benefit Fund Guidelines](#). These Guidelines help allocate the funds in a transparent, equitable, and effective allocation of funds to maximize benefits for both local and broader regional communities involved in or impacted by MCE's energy projects.

Objectives include:

- Supporting low-income and traditionally disadvantaged and underserved communities.
- Boosting workforce development in the clean energy sector.
- Improving community resilience and sustainability.
- Enhancing local fossil-free energy generation.
- Promoting energy efficiency.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

III. REQUIRED CONTENT OF PROPOSALS FOR COMMUNITY PARTNERSHIP PROGRAM

Proposals for the Community Partnership Program must include all of the following components in sufficient detail to allow MCE to evaluate the proposal (using the criteria in Section III(a)):

- a. *Introduction/Cover Sheet*. Briefly introduce the organization and summarize its most relevant experience in conducting community outreach and engagement efforts.
- b. *Proposed Work Plan and Timeline*: Describe the major tasks and estimated timeline required in order to complete the above Proposed Scope of Work. **Work plan and budget should follow the template included here.**
- c. *Price*: Proposals should include pricing for any items in or related to the Proposed Scope of Work for which MCE would be billed. Please see [budget template](#) which is also included in the previous bullet for reference. Note that awardees will receive all funding in one lump-sum payment at the start of the contract term. Any full-time staff working on the project will be paid at a minimum hourly rate of \$26/hour, and part-time staff will be paid a minimum hourly rate of \$19/hour.
- d. *Information and Resources Required from MCE*: Please indicate what, if any, additional resources or information would be required from MCE in order to complete the Proposed Scope of Work.
- e. *Statement of Qualifications*: Describe the organization's specific qualifications which will enable it to develop workable solution(s) to address each point in the Proposed Scope of Work. Attach copies of any relevant licenses and certifications.
- f. *References*: Provide three business references that can attest to the organization's work history and the general quality of work performed.
- g. *Contract Terms*: Review MCE's Standard Form Agreement (Attachment A) with your Legal department. If you require any deviations from MCE's standard contract terms listed in Attachment A, please provide a redline with requested edits or list the terms where your organization will require an edit with sufficient detail explaining the need for such an edit.

Proposals should include a narrative (up to 5 pages), a work plan, and budget using the [table format provided by MCE](#), and for nonprofit organizations, a 501(c)(3) letter OR fiscal sponsor materials.

a. EVALUATION CRITERIA FOR COMMUNITY PARTNERSHIP PROGRAM

MCE will evaluate proposals for the Community Partnership Program using the following criteria:

- Completeness (30%)
- Impact on MCE Customers (25%)
- Equity Focus (20%)
- Estimated Number of Communities Served (20%)
- Creativity (5%)

IV. REQUIRED CONTENT OF PROPOSALS FOR COMMUNITY BENEFITS FUNDS

Proposals for Community Benefits Funds must include all of the following components in sufficient detail to allow MCE to evaluate the proposal (using the criteria in Section IV(a)):

- a. *Introduction/Cover Sheet.* Briefly introduce the organization and its core focus area.
- b. *Proposed Use of Funds:* Describe the proposed use of funds including the population it will benefit and any long-term impacts.

Proposals should include a narrative (up to 5 pages) and for nonprofit organizations, a 501(c)(3) letter OR fiscal sponsor materials.

a. EVALUATION CRITERIA FOR COMMUNITY BENEFITS FUNDS

MCE will evaluate proposals for Community Benefits Funds using the following criteria:

- Environmental Impact (20%)
- Community Feedback (20%)
- Socioeconomic Benefits (20%)
- Leverage and Partnership (20%)
- Feasibility and Readiness (20%)

V. KEY DEADLINES AND SUBMISSION REQUIREMENTS

- a. *Notice of Interest:* A notice of interest in submitting a proposal is useful for the evaluation process. No later than the deadline for submitting questions at 4:00pm on Tuesday September 30, 2025, all parties interested in responding to this RFP are encouraged, but not required, to notify MCE via email of the intent to submit a proposal. This notice creates no obligation to submit a proposal but will ensure that interested parties are copied on MCE's responses to any questions submitted by other potential respondents. Notices must be sent to contracts@mceanenergy.org and should include the respondent organization's name and email contact information, referencing "**MCE Community Partnership Program RFP - Notice of Interest**" in the subject line.
- b. *Informational Webinar.* MCE will host an informational webinar on September 25, 2025 from 10:00-11:00am PST. This webinar will cover the criteria that MCE is looking for in submissions for both the Community Partnership Program and the Community Benefit Funds. The webinar will be recorded and posted to MCE's [website](#) within 24 hours.

In order to ensure a competitive solicitation this webinar will not allow participant engagement or questions in real time. Questions can be submitted after the webinar to contracts@mceanenergy.org. Any questions sent to other email addresses associated with MCE will not receive a response.

The webinar will be available at:

<https://us02web.zoom.us/j/85402914691?pwd=efPPI3UhQHzMU1IHUgAwfL1fpWW6zw.1>

- c. *Deadline for Questions.* Any questions related to the content of this RFP must be submitted to contracts@mccleanenergy.org no later than 4:00pm on Tuesday September 30, 2025.
- d. *Deadline for Responses.* MCE Responses to all questions received will be sent to all respondents who submitted questions and/or provided a Notice of Interest via email by Monday, October 6, 2025.
- e. *Submission Deadline.* To be eligible for considerations, all responses must be submitted via the below Egnyte upload link, in either .pdf or .docx (Word) file format, no later than 5:00 p.m. PDT on Friday, October 17, 2025.

[**https://mea.egnyte.com/u1/SjcAHBD5XR**](https://mea.egnyte.com/u1/SjcAHBD5XR)

Respondents must fill in the two required fields as follows before uploading documents:

Name: Please list Organization Name;

Email Address: List email address of the contact submitting the proposal.

Please leave the optional third field requesting company name blank; company name should be listed in the first required field titled "Name".

Respondents may upload files until the deadline listed above. Any submissions received after the deadline will not be considered.

- f. *Selection of Contractor(s).* Subject to the General Terms and Conditions below, MCE anticipates that the contractor selection process will be completed by Monday, November 3, 2025.

VI. GENERAL TERMS AND CONDITIONS

- a. *MCE's Reserved Rights.* MCE may, at its sole discretion: withdraw this RFP at any time, and/or reject any or all offers or proposals submitted without awarding a contract. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal.
- b. *Public Records.* All documents submitted in response to this RFP will become the property of MCE upon submittal, and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. MCE is required to comply with the California Public Records Act as it relates to the treatment of any information marked "confidential." Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal to facilitate public inspection of the non-confidential portion. MCE will consider a respondent's request for an exemption from disclosure; however, if MCE receives a request for documents under the California Public Records Act, MCE will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests

or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

- c. *No Guarantee of Contract.* MCE makes no guarantee that an organization submitting a response under this solicitation will result in a contract. The successful organization, if any, will enter into an agreement for services based on MCE's Standard Form Agreement, attached hereto as Attachment A.
- d. *Insurance.* Selected vendors shall provide proof of insurance coverage meeting or exceeding the following minimum requirements prior to contracting with MCE: Commercial General Liability (\$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage), Motor Vehicle Liability Insurance (\$1,000,000), Workers' Compensation and Employer's Liability Insurance (per statute), as applicable.

VII. QUESTIONS

To promote accuracy and consistency of information provided to all participants, questions will only be accepted via email submitted to MCE Contracts Manager at contracts@mcecleanenergy.org and the subject line of the email must read "**MCE RFP 2025-03 Question**". The deadline for submitting questions is Tuesday, September 30, 2025 at 4:00pm.

MCE will provide a written response to the questions submitted via email by Monday, October 6, 2025 to all respondents who submitted questions and/or provided a complete Notice of Interest. MCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion.

All questions must be submitted through the above process. No questions will be answered over the telephone or in person. Respondents may not have any contact regarding this procurement with any MCE official or staff from the time of issuance of this solicitation until the award of contract, other than through the process for submitting questions. Any contact in violation of these provisions will be grounds for disqualification.

ATTACHMENT A

MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

(FIRST) AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND (CONTRACTOR)

THIS (FIRST) AGREEMENT ("Agreement") is made and entered into on [Date] by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and [CONTRACTOR name], [a [state] [corporate form]] with principal address at: [address] (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

WHEREAS, Contractor desires to provide the Services to MCE;

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

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of \$[____],000.

4. TERM OF AGREEMENT:

This Agreement shall commence on [Date] ("Effective Date") and shall terminate on [Date], unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor represents, warrants and covenants that (a) [it is a [corporation/limited liability company] duly organized, validly existing and in good standing under the laws of the State of [insert state of organization]], (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not

bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law").

5.3. LICENSING. At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

5.4. NONDISCRIMINATORY EMPLOYMENT: Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

5.5. ASSIGNMENT OF PERSONNEL. The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

6. INSURANCE:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit**. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

6.2. AUTO LIABILITY. Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).

6.3. WORKERS' COMPENSATION. The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

6.4. PROFESSIONAL LIABILITY INSURANCE. Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If

coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.

7. RESERVED

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except for any subcontract work expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1. Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2. Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3. Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4. Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5. Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written request from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. OWNERSHIP AND USE RIGHTS.

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data. "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party, which includes any employees, members, officers, Subcontractors, and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.
- d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

10.2. EQUITABLE RELIEF. Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

12.1. If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

12.2. Either Party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by registered mail or by email to the email address listed in Section 19.

12.3. In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.

12.4. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

12.5. Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.

12.6. Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.

12.7. Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.

12.8. Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, **Error! Reference source not found.**, 22, 24, and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

14. AMENDMENT; NO WAIVER:

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager:

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.:

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Email Address:

Telephone No.:

20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment		

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:

Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. DIVERSITY SURVEY:

Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Contractor agrees to provide information to MCE regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: _____ (the "Diversity Survey"). Because MCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall provide all such information in the timeframe reasonably requested by MCE.

28. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

SAMPLE

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$,000** for the term of the Agreement.

SAMPLE

SAN PABLO EDC BOARD REPORT



DATE: October 15, 2025

TO: San Pablo EDC Board

[Back to Agenda](#)

FROM: Leslay Choy, Executive Director 

SUBJECT: PRESENTATION TO THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS BY SCIENTIFIC ADVENTURES FOR GIRLS

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

Strategic Plan Goal 3: Serve as the economic development partner with an equity perspective to the City of San Pablo and regional partner agencies to develop initiatives that expand economic opportunity.

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, Executive Director Leslay Choy is leading an initiative to expand relationships with potential partners and critical industry in the region.

At the East Bay EDA Global Forum in Berkeley, Executive Director Choy met Amy Miller, Executive Director of Scientific Adventures for Girls (SAfG). SAfG is ten-year old East Bay nonprofit with a wealth of programming that ranges from in-class delivery and after-school programs to educational enrichment and school break camps. Their mission is to remove systemic barriers to all girls' participation in STEM starting in transitional kindergarten, engage them through hands-on learning, increase their positive attitudes toward STEM, and equip them with 21st century skills.

It turns out SAfG has some programming in San Pablo elementary schools. As we know, the continuum of partnerships that allows us to inspire, educate and attract resources from kindergarten through college is critical. San Pablo EDC is a hub and connector. Currently, Executive Director Choy has slated conversations with two refineries and is looking to add a third. The idea would be to expand the workforce initiative conversation to include SAfG, which offers fantastic opportunities for these industries to volunteer and support enrichment days.

The annual report is attached, their website is <https://www.scientificadventures.org/>, and a two-minute video is at this hyperlink [SAfG](#).

The intention is for the Board to get to know SAfG. Ms. Miller will present and then the item will be opened up for discussion on collaboration and closing the gender and minority achievement gap.

The Board is asked to receive the presentation and engage in discussion.

FISCAL IMPACT

There is no fiscal impact.

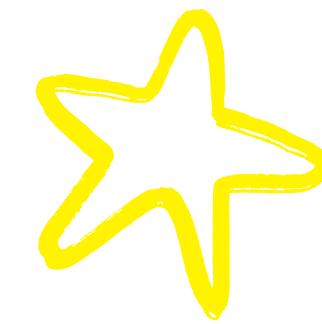
Attachments

1. Scientific Adventures for Girls Annual Report

2025 Annual Report & 10-Year Impact Retrospective







Mission

To remove systemic barriers to all girls' participation in STEM starting in kindergarten, engage them through hands-on learning, increase their positive attitudes toward STEM, and equip them with 21st century skills.

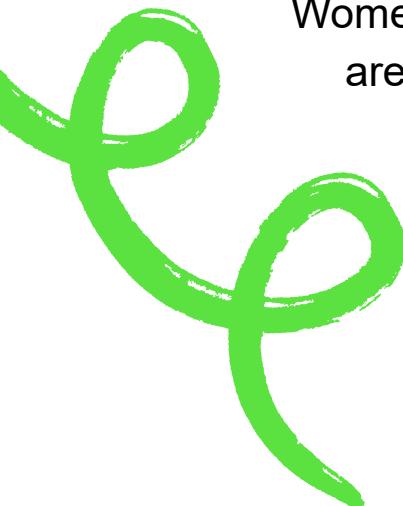
The Problem

SAfG was established in 2014 to close the gender gap in STEM by creating afterschool programs primarily for girls and historically underrepresented minorities in STEM. What began as one program at one location is now a program for 25 schools in the East Bay for the 2025-2026 school year.

1 Underrepresentation: Women make up only about 25% of the workforce in computing and engineering; Latina, Black, and Indigenous women account for less than 10% of the STEM workforce



Women, especially minorities, are underrepresented in STEM fields.



2 High Demand: STEM occupations are projected to grow over twice as fast as all occupations, with a 10.4% growth rate by 2033



There will not be enough people to fill future STEM jobs.

3 Career Earnings: The median salary for STEM workers is approximately \$103,580, more than double that of non-STEM occupations (\$48,000)



Women are losing out on access to STEM jobs that pay more money.

4 Diverse Thinking Drives Innovation: The more people in the room who think differently, the better the end product.



Women are needed in STEM fields to make better products and services.

5 Middle School Is Too Late: [Studies show girls in kindergarten](#) are already forming negative views about science. Most STEM programs don't start until middle or high school.



Girls start to lose interest in STEM early.

1 Pew Research, 2023

2 STEM 2026, US Dept of Education

3 Bureau of Labor Statistics, 2025

4 Carin Taylor, Chief Diversity Officer, Workday

5 Journal of Applied Developmental Psychology, 2020

Our Solution: Start STEM Early

VISION: SAfG envisions a gender-equitable society where systemic barriers no longer limit women's choices, enabling them to pursue careers that bring economic freedom and opportunities to advance in society.

1 Welcoming:
Create welcoming, safe, and nurturing learning environments



2 Engage:
Attract girls using diverse learning methods



3 Student Centered:
Deliver STEM directly to all girls.



4 Connections:
Link girls to female STEM professionals



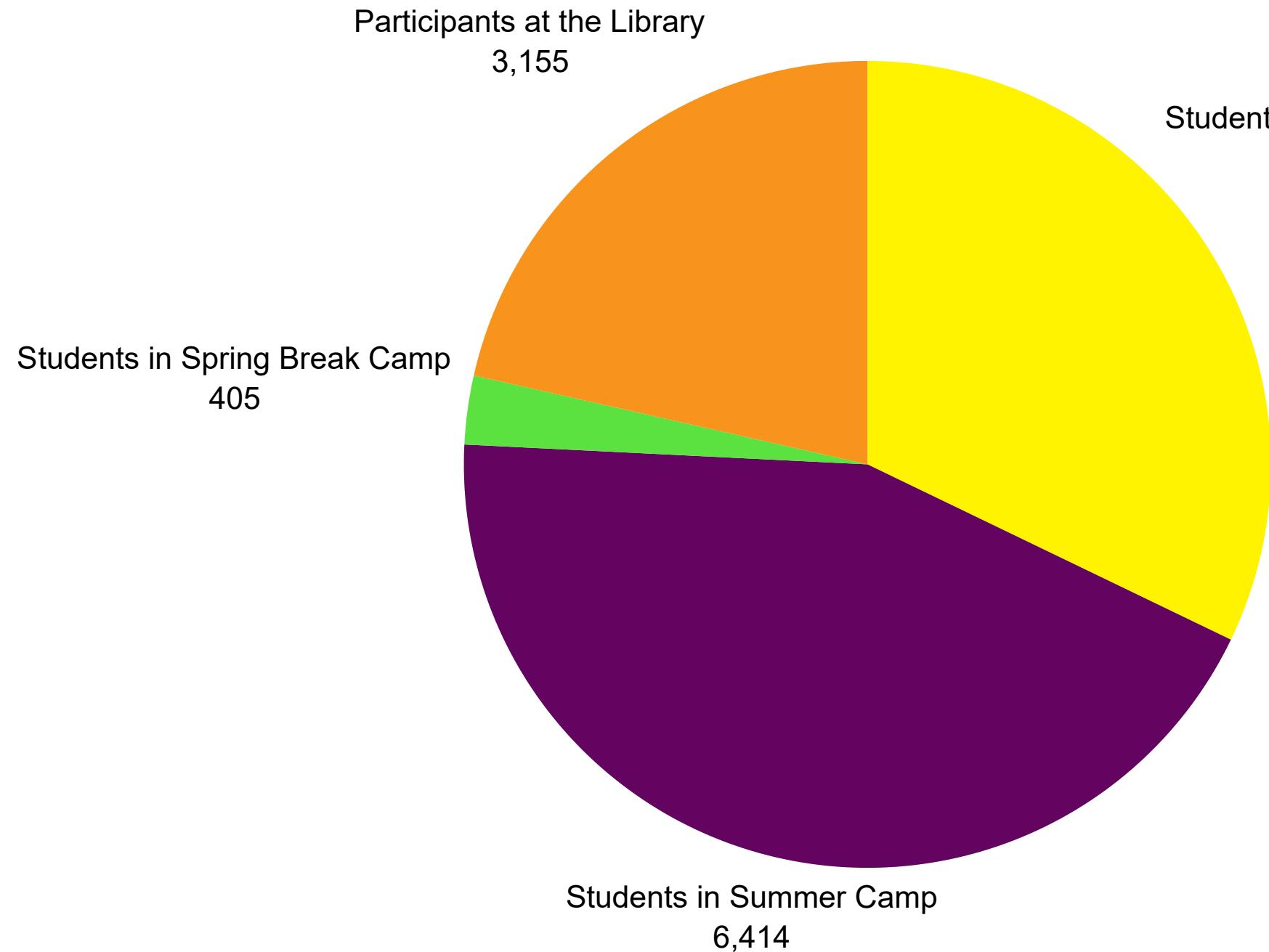
5 Community:
Partner with families, schools and beyond



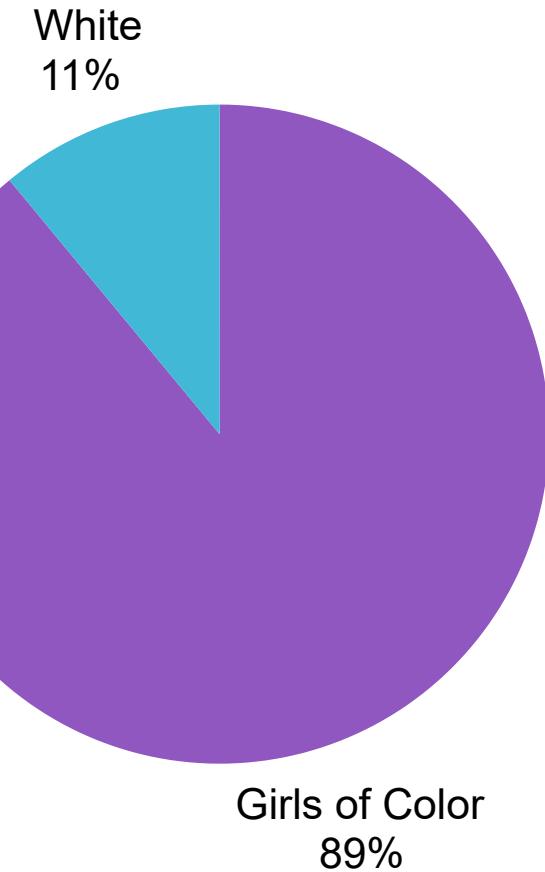
Our solution is supported by [Federal Strategic Plan for Advancing STEM Education and Cultivating STEM Talent](#) (November 2024)

High Level Statistics

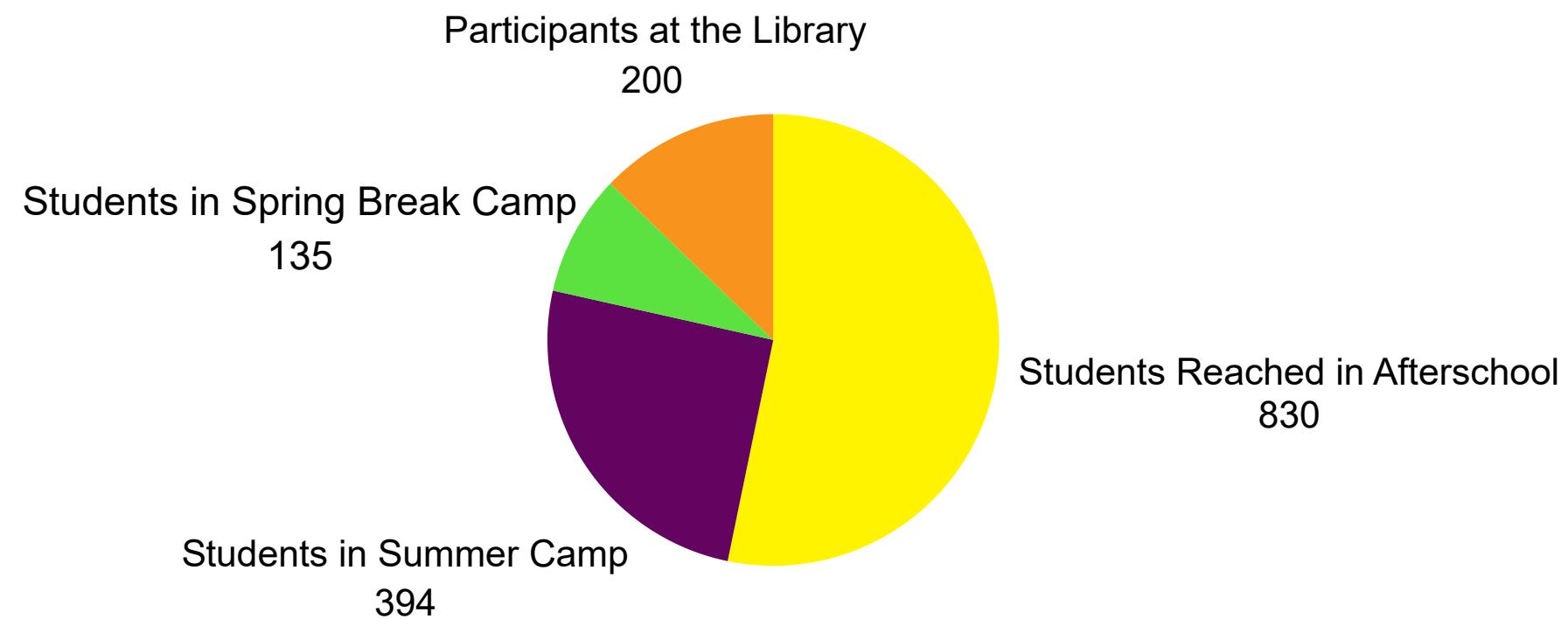
Total Student Engagements in 10 Years: 14,701



Demographics

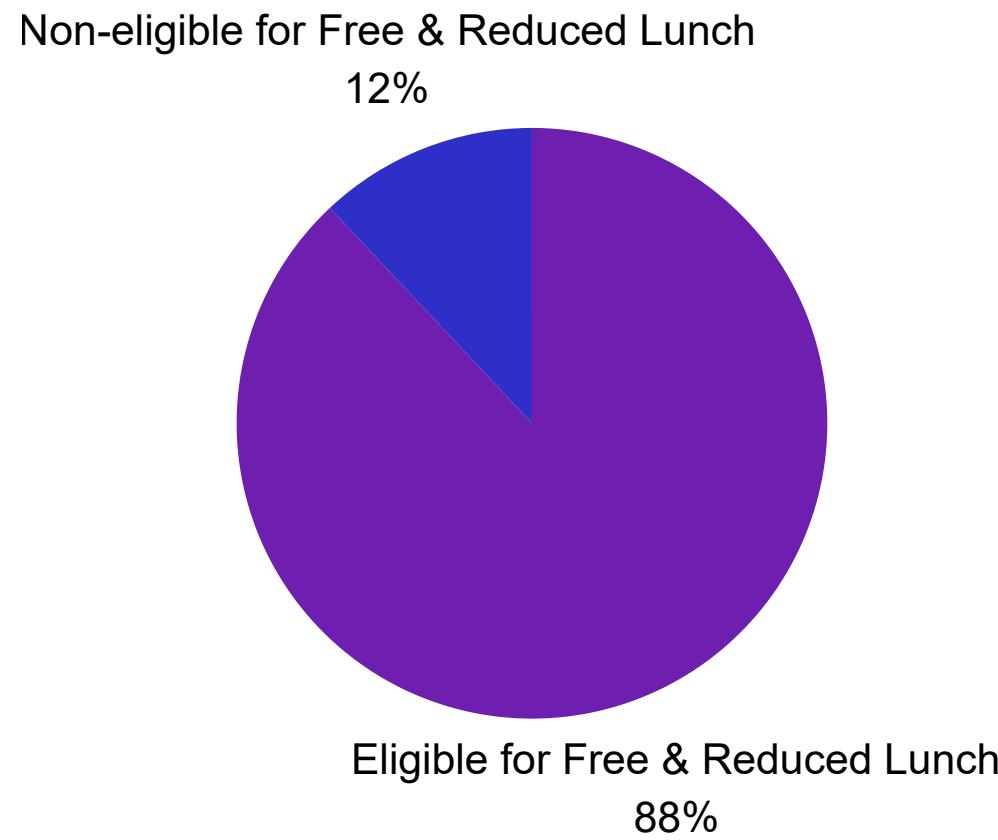


Total Student Engagements in 2025: 1,559

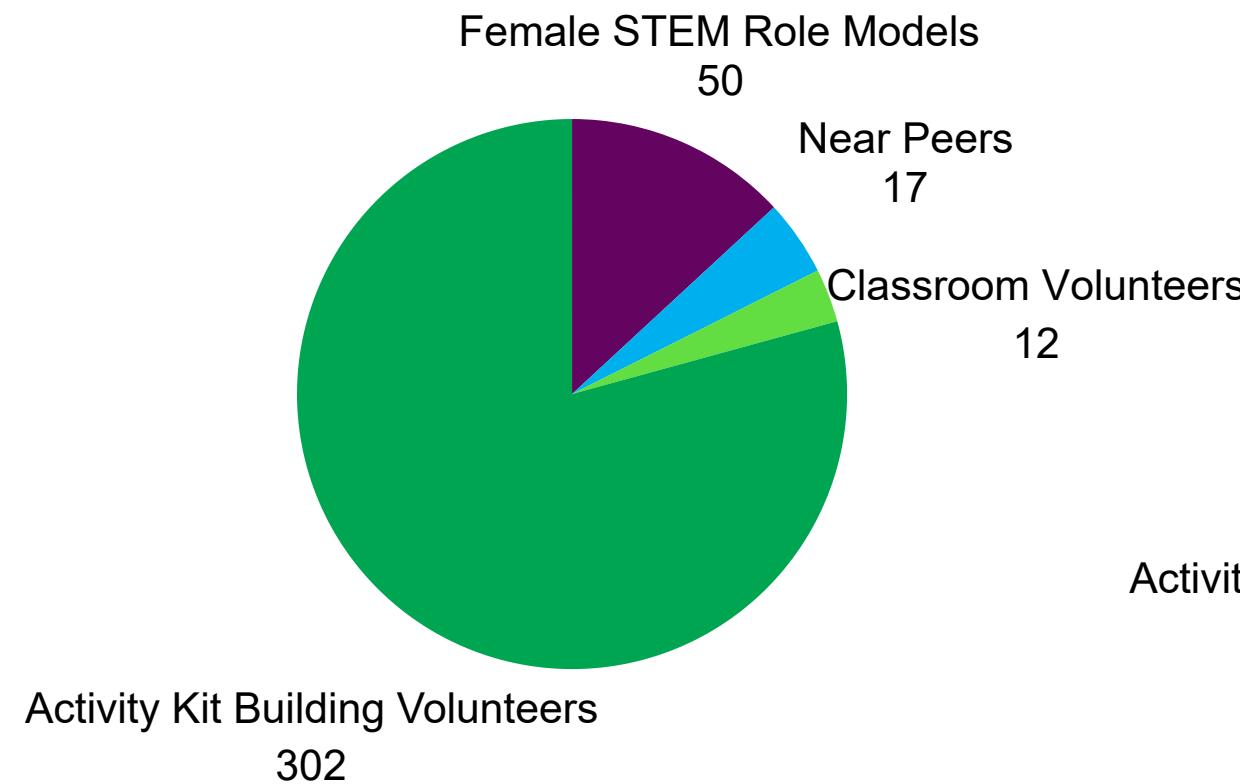


High Level Statistics

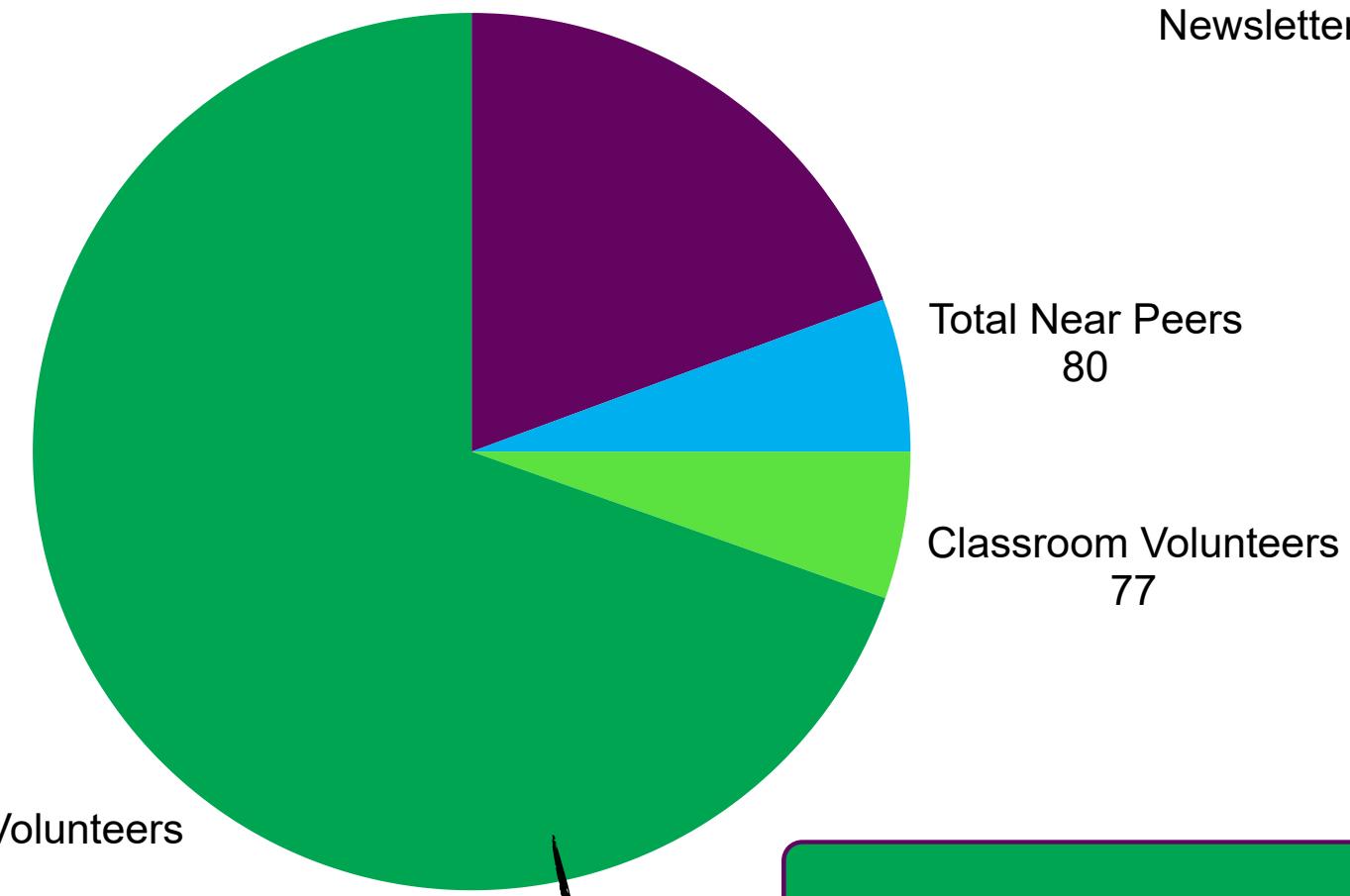
Demographics



Total Volunteers in 2025: 383

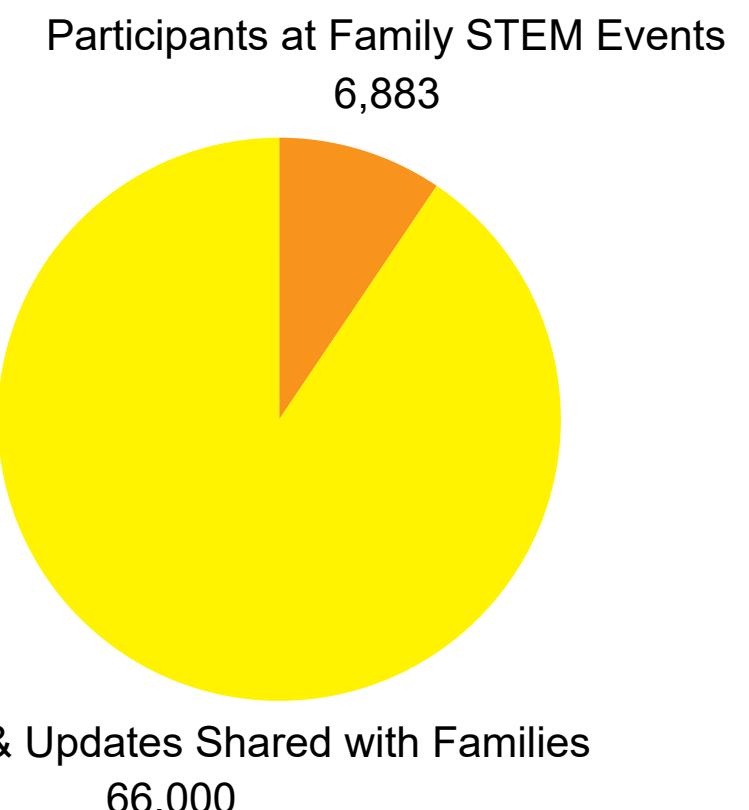


Total Volunteers in 10 Years: 1,420



**Total number of Activity Kits Built
15,857**

Family Engagement in 10 Years



Decade of Impact: Key Program Milestones (2014-2025)

2014

SAfG Launched

Launched Scientific Adventures for Girls pilot program at Curiosity Hacked for 24 K-5th grade girls



2016

First Grants

Three inaugural grants secured - Established ongoing annual support from American Eagle and Wareham Development - Launched student surveys: 74% saying they want to take the class again



2018

Bigger and Better

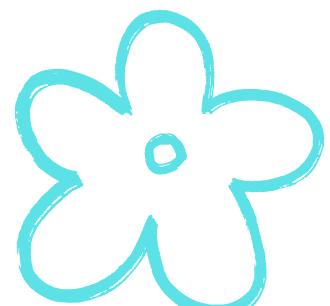
Expanded to eight sites - Surpassed 1,200 after school and 1,200 library engagements since launching



2015

SAfG Expanded

Partnered with Anna Yates Elementary, Girls Inc. Island City, Curiosity Hacked, Harding Elementary - Reaching over 150 girls - Anna Yates is a continuous partner



2017

Role Model Program Launched

Expanded to six sites - Established Role Model program - Reached 400 participants at Oakland Libraries - 80% of girls say they like science

2019

Award Winning Year

Founded the Near Peer program - Honored by Congresswoman Barbara Lee, Mayor John Bauters, and Senator Nancy Skinner - Won East Bay Innovation in Education Award - Partnered with CSUEB STEM Institute

Decade of Impact: Key Program Milestones (2014-2025)

2020

New Program Model

Switched to a year-long model - Each student is enrolled the entire school year, not by trimester



2022

Community Building

Held 2 virtual panel events: Women Who Lead and a community roundtable on information and communication technology



2024

National Reach

Contributed to U.S. equity in STEM initiatives
- Invited to White House & Dept. of Education events - Executive Director inducted into Alameda County Women's Hall of Fame - Released open-source curriculum



2021

Went Virtual and Expanded

Delivered STEM kits to 315 girls - Held virtual STEAM Family Nights reaching 1,600 families - Launched the family monthly emails



2023

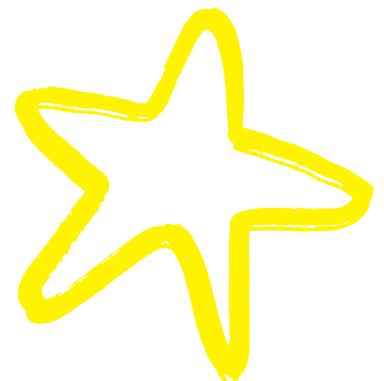
Reaching the Moon

Launched spring break camp serving 150+ girls & boys - SAfG Alum Elly Thornton chosen for the Million Girls Moonshot's National Flight Crew

2025

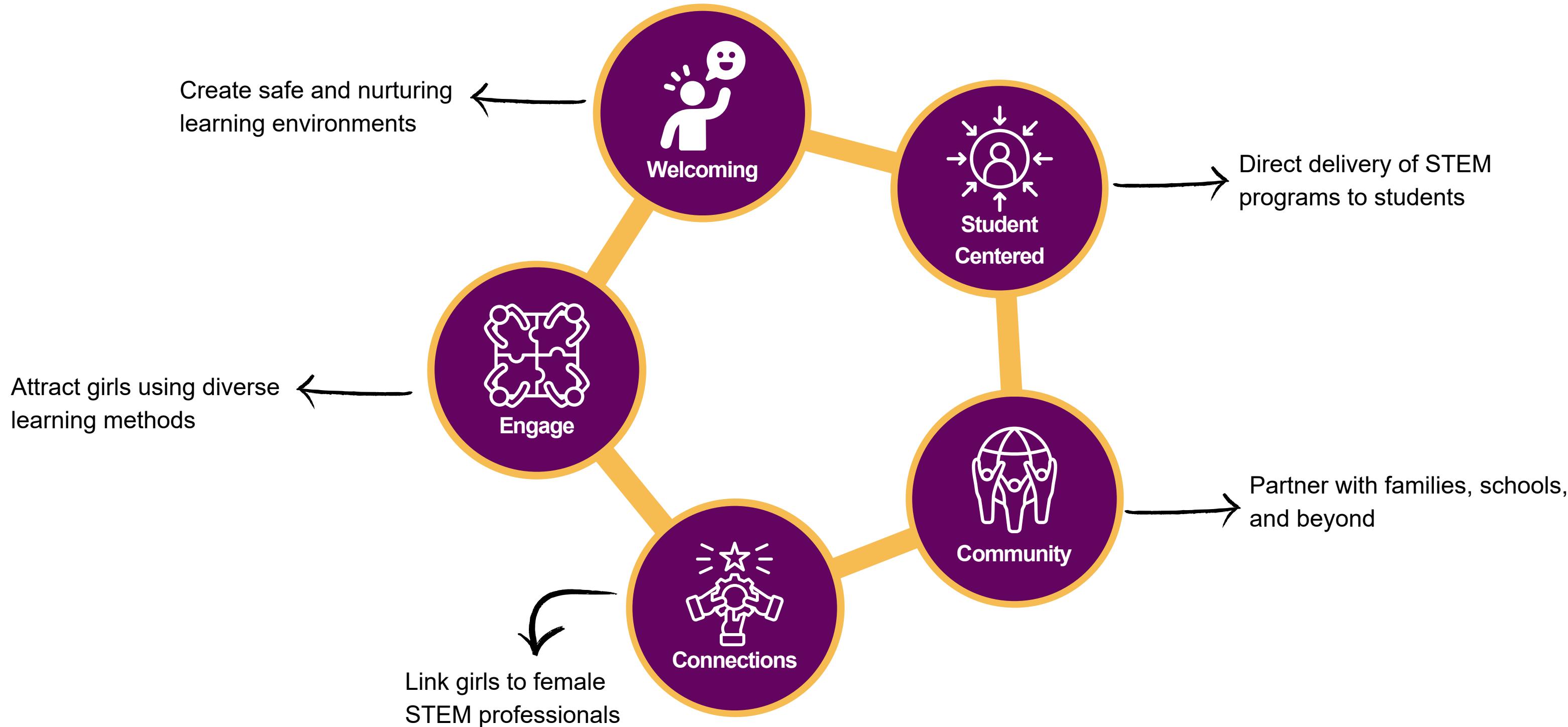
Decade of Impact

Received Non Profit of the Year Award from the Honorable Buffy Wicks - Led the CA Girls STEM Collaborative



Pillars of Our Work

By staying true to our pillars Scientific Adventures for Girls empowers elementary-aged girls to grow their STEM confidence, identity, interest and peer networks.





Welcoming: Creating Safe and Nurturing Learning Environments

Our comprehensive staff training creates environments where every girl can thrive through three critical areas:

Socioemotional Development: Building social skills, emotional intelligence, self-regulation, and trusting relationships.

Positive Youth Development: Identifying student strengths, developing essential skills, and fostering community connections.

Trauma-Informed Learning: Prioritizing student choice, empowerment, and emotional safety through secure relationships.

Impacts and Outcomes:

100%

School Site Coordinators report lessons effectively support girls' socioemotional development

83%

Students express excitement about STEM activities

82%

Students want to participate in SAfG classes again

Community Impact:



Caregiver:

"She comes home and very excitedly informs me about things she learned... I have noticed she feels extra special because it is only girls."



School Coordinator:

"The helpful SAfG teachers gave them ideas to try again. They reinforce that perfect isn't a thing... They are very encouraging of students."



Meet Ellyana Thornton

Ellyana joined SAfG as a 2nd grader at Anna Yates Elementary and spent four years discovering her passion for STEM. She then served six years as a Near Peer, helping other students engage in STEM while developing critical thinking skills.

As a young Black girl often the only one in STEM spaces, Ellyana credits SAfG with giving her the confidence to not only take up space but thrive in it. The program sparked her love for helping others find their place in STEM.

Ellyana is now heading to Cal State Northridge to major in Computer Science. She was selected for the Million Girls Moonshot Flight Crew, a national recognition for outstanding young women in STEM.



Engage: Attract Girls Using Diverse Learning Methods

STEM exploration is a winding, challenging journey that requires multiple touchpoints and varied approaches. SAfG meets girls where they are through our comprehensive program ecosystem: our foundational 27-week afterschool program with three focused units of study, plus library sessions, summer camps, spring break camps, and take-home activities that extend learning into family settings.

Impacts and Outcomes:

100%

School Site Coordinators report SAfG lessons were effective at creating girls' interest in STEM

85%

Students liked going to SAfG classes

88%

Students enjoyed the projects and activities in the program



Caregiver:

"She likes teaching the family new science projects and making the projects at home. She is always making things from what she has learned."



Family Impact:



Caregiver:

"Curious about the world and how things work and tie into science. Like rain and precipitation."



SAfG cultivates lasting curiosity that extends beyond program hours, creating young scientists who see STEM connections everywhere.

Meet M.

M. exemplifies the transformative power of long-term engagement with Scientific Adventures for Girls, having participated in our afterschool STEM program from third through fifth grade before dedicating six years of service as a Near Peer mentor.

In her leadership role, M. worked closely with Head Teachers to guide and inspire younger elementary students, developing invaluable teaching, communication, and leadership skills while reinforcing her own STEM knowledge. Her sustained commitment to SAfG, spanning nearly a decade, demonstrates both her personal growth and her dedication to lifting up the next generation of young scientists.

Now enrolled at UC Berkeley pursuing Integrative Biology, M. represents the full circle of our program's impact: from participant to leader to successful university student. Her story showcases how SAfG creates not just individual success, but a culture of mentorship and community investment.



Student Centered: Direct Delivery of STEM Programs to Students

Our student-centered approach delivers consistent, weekly STEM lessons to 850 girls throughout the school year. Classes are taught in both Spanish and English with low teacher-to-student ratios that prioritize relationship building. Through compelling STEM activities, students develop lifelong interest and confidence in their abilities.

Student Impacts and Outcomes:



Science

82% believe they can do science

80% reported family support for their abilities



Math

83% are confident in their math abilities

92% reported family belief in their capabilities



Engineering & Technology

64% express confidence in engineering

77% feel confident using technology to solve problems

Family Impact:

90%

Caregivers report SAfG classes positively impacted their daughter's interest in STEM

88%

Caregivers notice positive changes in how their daughter approaches STEM

Meet Olivia Ubiera

Growing up in East Oakland, Olivia discovered her passion for STEM at age 13 when her fifth-grade class redesigned their school's concrete playground. That project sparked her desire to create positive change in her community.

Despite financial challenges during high school, Olivia remained focused on her goals. Today, she's pursuing urban planning with a focus on integrating green spaces into urban environments, a vision rooted in her Oakland upbringing and that transformative playground project.

As a Near Peer mentor, Olivia now inspires the next generation. That fifth-grade project showed her that she could help make her community better.



Connections: Link Girls to Female STEM Professionals

If you see it, you can be it. Students connect with female STEM professionals and are guided by Near Peer high school mentors throughout the year. Role models visit classrooms to share their career journeys and answer questions, while Near Peers provide ongoing support. Graduates continue their STEM journey through our STEM Scholar Program, maintaining community connections from elementary through college and career.

Building Community & Inspiration

81%

Students found encounters with STEM role models exciting and inspiring

83%

Identified adults they can discuss STEM topics with Peer Networks

79%

Students have girls they can talk to about STEM interests

42%

4th-6th graders expressed interest in STEM careers

32%

4th-6th graders remained neutral, suggesting openness to future STEM paths



Caregiver:

"She has taken a great interest in science. She likes learning about the planets and says she wants to work for NASA one day!"



Family Impact:



Caregiver:

"We went to a family party and my daughter was playing oversized Jenga against adults and won. They said 'she's goooooood!'"



These connections foster both STEM aspirations and the confidence to excel in any setting.

Meet Alaa Al-badani

Alaa Al-badani's journey with Scientific Adventures for Girls (SAfG) began in second grade at Anna Yates Elementary, where she participated in our program through fifth grade, building a strong foundation in STEM education during her formative years. Coming from a low-income, working-class family with a non-conventional household structure, Alaa found in SAfG not just academic enrichment, but also a supportive community that recognized her potential.

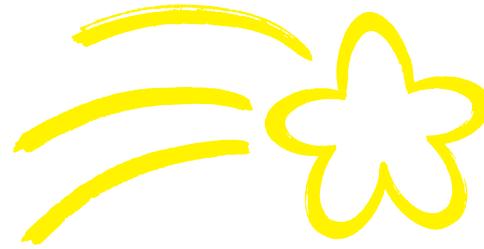
After completing the elementary program, she returned as a Near Peer for one year, demonstrating the leadership and mentoring skills that SAfG helped cultivate. Today, Alaa is pursuing a degree in Biochemistry at UC Berkeley, a testament to the program's ability to inspire students from diverse backgrounds to pursue challenging scientific fields.

Her success story illustrates how SAfG's comprehensive approach, combining academic rigor with mentorship opportunities, can empower students to overcome socioeconomic barriers and achieve excellence in higher education.



Community: Partner With Families, Schools, and Beyond

It takes a village. SAfG engages caregivers, teachers, schools and businesses in building an ecosystem of support - where everyone plays a role in ensuring girls have the confidence, opportunities and encouragement to pursue STEM.



95%

Family STEAM Night participants now think of themselves as a “math person”

100%

Family STEAM Night caregivers would encourage their child to pursue a STEM career

Family Engagement Impact:

Recognition Highlights:

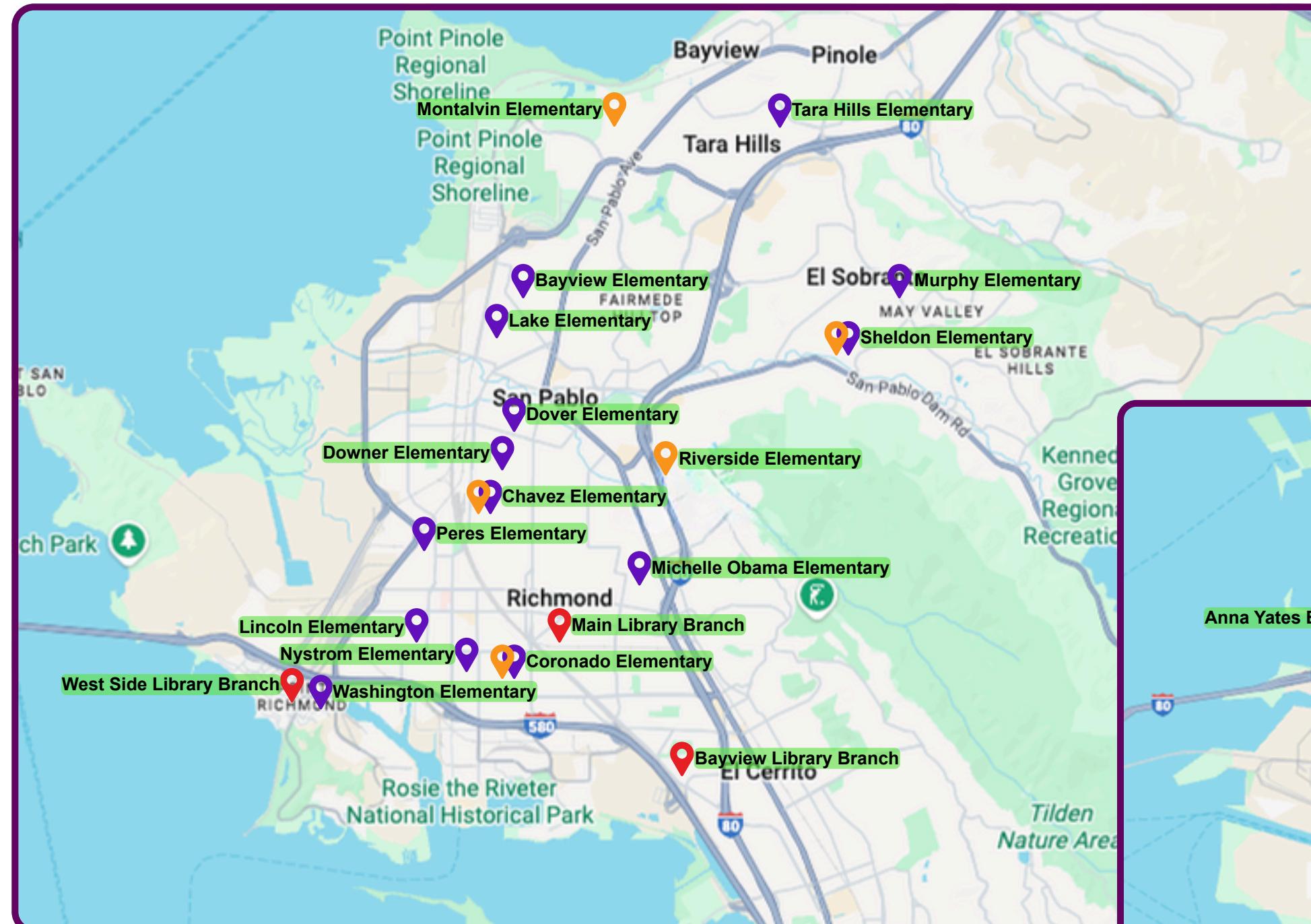
- **August 2024:** Selected as one of eight organizations to receive NBCUniversal Local Impact Grants
- **March 2025:** Featured on NBC Bay Area News at our 10 Year Gala, receiving a \$30,000 grant
- **April 2025:** Highlighted on NBC Bay Area's Climate in Crisis segment
- **May 2025:** Selected as California Nonprofit of the Year by Assemblymember Buffy Wicks and featured in GlobeNewswire and The East Bay Times in recognition of this honor
- **June 2025:** SAfG Co-Founder Courtenay Carr Heuer sits down for a Q&A with CityBiz

This recognition reflects our community's commitment to creating systemic change in STEM education.

Recognition and Media Coverage

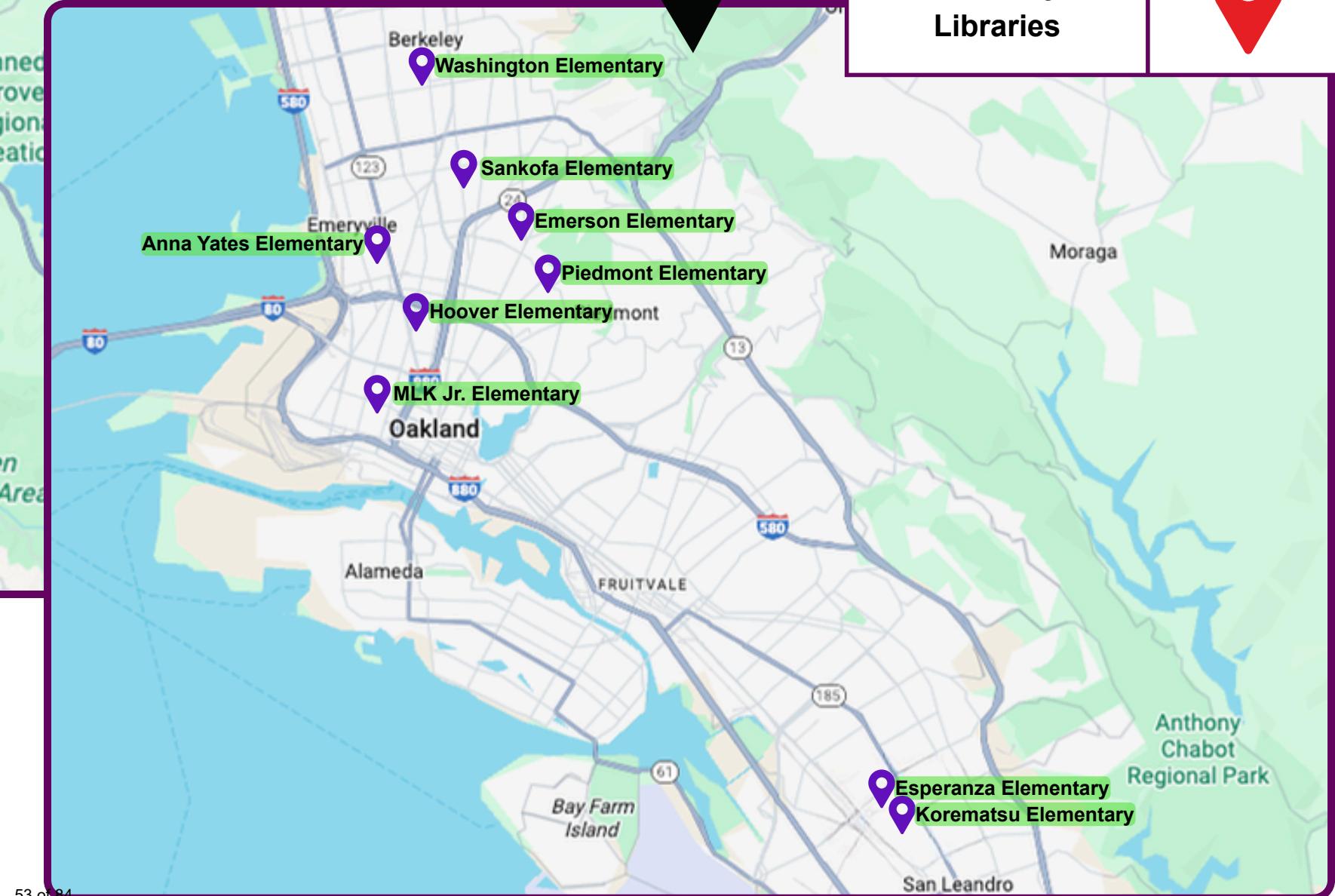


Map of 2024-2025 Locations

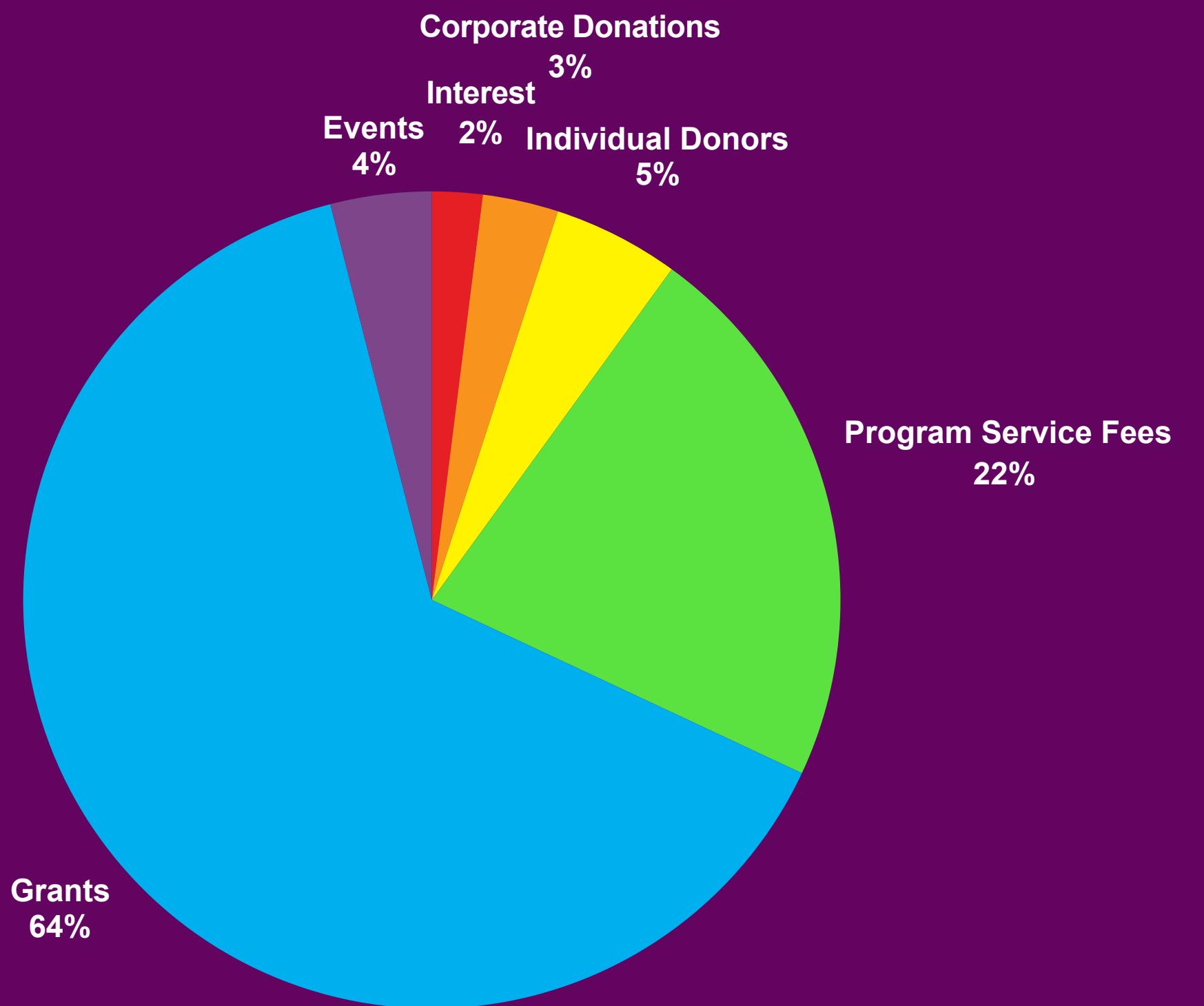


Legend

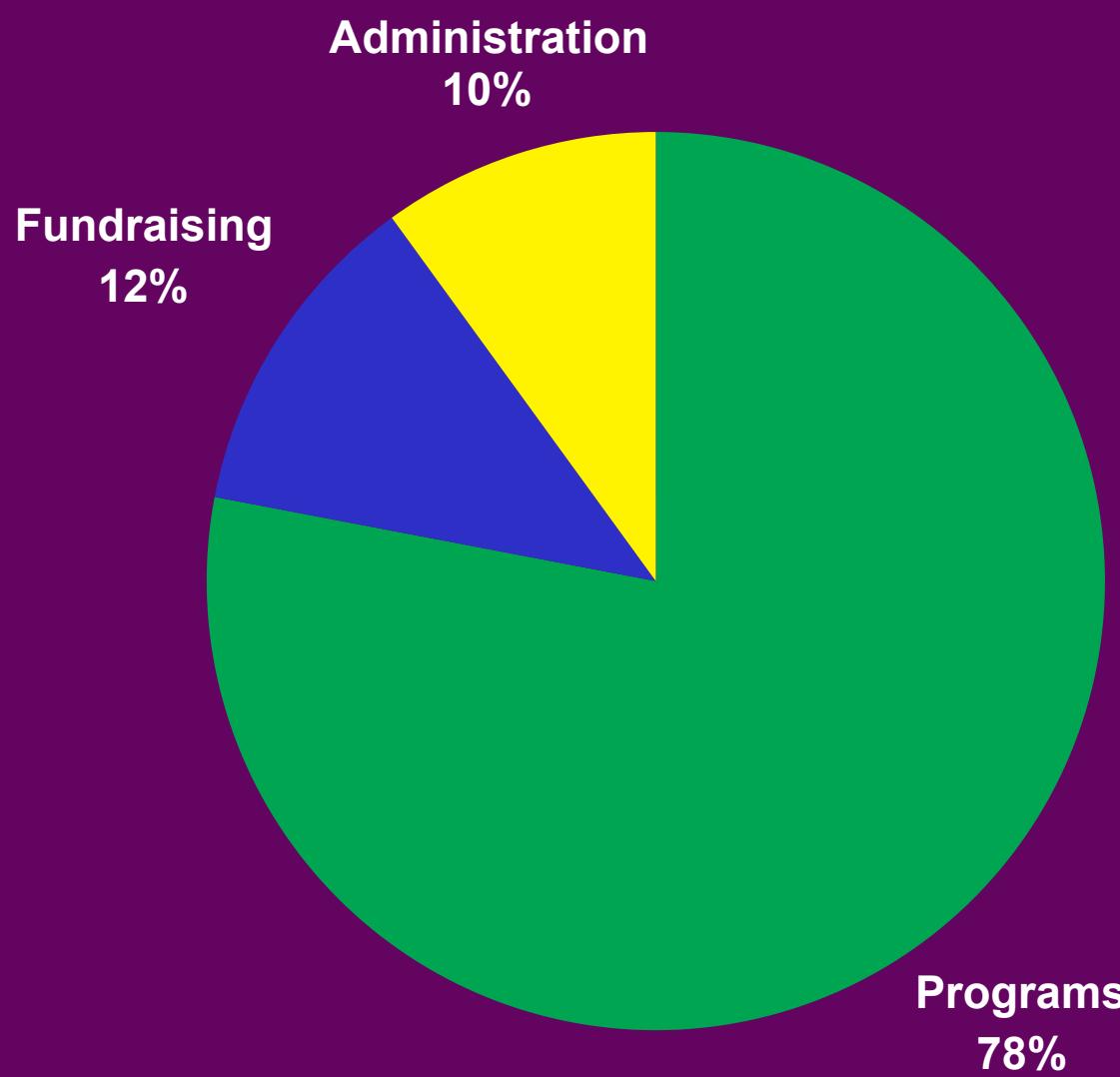
Afterschool Programs	
Spring and Summer Camps	
East Bay Libraries	



Revenue Mix:



Expense Mix:



Funders and Partners

Thank you to the 2025 Board of Directors

Ana Valencia, (Board Chair)
Celia Economides (Treasurer)
Tiffany Jalalon Sprague
Tendai Chiewere
Reema Batnager
Darenae Evans
Umang Shuka
Judy Wetterer
Aden Kinne
Nikki Parsons
Trish Foschi
Melanie Mintenko
Barbara McClung

Thank you to our Treasured Educational Partners!

Berkeley Unified School District
Emery Unified School District
Oakland Unified School District
West Contra Costa Unified School District
California State University, East Bay
Bay Area Community Resources
BEARS/LEARNS
Love Learn Success
YMCA

Thank You to Our Valued Supporters!

We are deeply grateful to all who have invested in our mission.

Our Long-term Investors in Change

Anonymous
Apple
Carolina Lopez
Clasen Family Fund/Katherine Clasen
Darenae Evans
Disney/Pixar Animation Studios
Golden State/Warriors Community Foundation
Judith Wetterer
Melanie Mintenko
Mondelez Global LLC/Clif Bar Family Foundation
Pacific Gas & Electric Company (PG&E)
Rahul Moodgal
Ross Stores Foundation
Sanjay Menon
Shannon Mclelland
Teresa Drew
The Nancy P. and Richard K. Robbins Family Foundation
Virginia Cullen
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Candy Culver/Culver Comm & Marketing
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Dr. Mary Sprague
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Grifols
Heather Grell
Jennifer Machida
Jonathan Yip
Joye Carr
Katherine Johnson
Kevin Parichan
Laurel Galli
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Lawrence Litvak
Linda Kekelis
Lockheed Martin
Mark Schroeder
Matson Navigation
Port Of Oakland

Funders and Partners Continued

Our Consistent Champions Continued

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Sandia National Laboratories
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Seigfred Jalalon
Sharks Foundation
Shaunti Luce
Sonal Desai
Tiffany Sprague
Turner Construction Company
Umang Shukla
Western Digital

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Adrienne Serrato
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Allen Hansen
Allison Pique
Amanda Laufer
Amazon Smile
Amy Ortega
Ana Valencia
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Catherine Scannell
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Christopher Myers
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Danielle Davis
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Deborah Hornberger
Degenkolb Engineers
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Diane Feiler
Doris Michaels
Dory Harris
East Bay Municipal Utility District
(EBMUD)
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Eleanor Jones
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Elizabeth Beson
Emery Unified School District
Emily Davis
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Fidelity Charitable Grant
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Heather James
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Jody Weinberg
John Bauters
Judith Long
Judy Chess
Judy Defreitas
Julia Hatch
Kaiser Permanente
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Kara Richie
Karen Ahn
Kari Alldredge
Katherine Wiehagen Leonard

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Our Growing Supporters Continued

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Kristine Klotzbach
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Lana Hurteau
Laura Kupor
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Life Science Cares
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Lindsey Pelster
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Manisha Sudindranath
Mari Mielcarski
Marian Hopping
Mark Boland
Mary Pomerantz
Matthew Blanchard
Mee-Fah Lee
Megan White
Melissa David
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Michael Gray
Michael Williams
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Youth Leadership Institute (YLI)

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Abhishek Rawat
Adam M. Kind
Adam Monkowski
Adam/Rachel Lewis
Adebola Akeredolu
Aden Kinne
Adhira Deogade
Aisha Ali
Ajatshatru Patni
Akeel Rangwala
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Alexandra Nangle
Alexis Echano
Alicia Hammond
Alisha Carter-Josey
Alison Hasenkamp
Alison Leaf
Allison Biewenga
Allison Bruce
Almarice Barnett-Beatty

Funders and Partners Continued

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Amanda Rivera
Amanda Santangelo
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Anastassios Koumbourlis
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Elizabeth Upchurch
Elizabeth Urbatsch
Elly Hines
Eltra Green
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Emily Flores
Emily Minette
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Erin Ceynar
Erin Baldassari

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Gates Roberg-Clark
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Gracielle Ria Malana
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Gwilym Attwell
Halim Ates
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Heather Farley
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Heidi Stettner
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Jason Chang
Jason Scott
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Jeanine Stone-Valente
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Jeannie Malanowski
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Jennifer Barnes
Jennifer Bellenger

Jennifer Boyle
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Jennifer Donahue
Jennifer Lloyd-Randolfi
Jennifer Miller
Jennifer Tan
Jennifer Tilson
Jenny Wen
Jenny Wong Stanley
Jeong Hyun Bahn
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Jessica Ludy
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Jessica Wan
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Julie Hayes
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Katerine Garcia
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Katherine Curtis
Katherine Leonard
Kathleen De La Fuente

Kathleen Murty
Kathrina Trina Ostrander
Katie Branagh
Katie Mckinstry
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Katie Randolph
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Kathleen Decroix
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Kelton Hall
Ken Rice
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Kendra Hyson
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Khea Bright
Kim Ho
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Funders and Partners Continued

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Laurie Senter
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Leah Yanoff
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Liam Fowler
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Lindsey Pelster
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Melissa Berg
Melissa Carnathan
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Michael Perotti
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Michelle Lozano
Michelle Roberson
Mina Hah
Mini Kohli
Mitsy Canto Jacobs
Morrison & Foerster Foundation
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Nabila Maniya
Nandita Jakkidi
Natasha Arora
Natasha Cupps
Nathan Munro
Nathan Peabody
National Girls Collab Project (NGCP)
Nealon Young
Neelmani Katiyar
Neha Yadav
Nicholas Decesare

Funders and Partners Continued

Our Emerging Allies Continued

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Nicole Hosemann
Nikole Wilkins
Nikhila Pai
Nina Jagtap
Noelle Hoshiko
Nune Lwai
NXP Semiconductors
Oakland Berkeley Assn Of Realtors
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Sarah Dischinger
Sarah Holt
Sarah Murphy
Sarah Swanson-Hysell
Sarah Williams
Sarita Mahajani
Sebastian Krawczuk
Seema Bajaj
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Serkan Hosten
Shailaja Chadha
Shan Yee
Shaylyn Roy
Sheldon Axler
Sherry Gu
Sherry Hsi
Sherry Lansing
Shiloe Bear

Funders and Partners Continued

Our Emerging Allies Continued

Shivani Suresh Babu
Sidra Hart
Siegfred Jalalon
Silicon Valley Community Foundation (SVCF)
Sonya Ohlsson
Soroptimist International Of Oakland
Stalinjit Bajwa
Stantec
Staphon Arnold
STEM Next Opportunity Fund
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Sue Howell
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Sumanta Ray
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Yvonne Chadwick-Mehta
Zach Cox
Zhongjian Zhang
Zoe Gladstone
Zoe Krizner



Looking Forward: Letter From Our Leadership

Dear Friends, Partners, and Supporters,

We are thrilled to share Scientific Adventures for Girls' 2024-2025 Annual Report, celebrating our 10-year journey of empowering young girls in STEM. What began as a single program in 2014 has grown into a movement reaching 830 girls across 23 elementary schools throughout the East Bay.

This milestone year brought extraordinary recognition—California's Nonprofit of the Year award from Assemblywoman Buffy Wicks, our 10-year anniversary celebration, and our selection as lead organization for the California Girls STEM Collaborative relaunch. Media coverage from NBC Bay Area to The East Bay Times has highlighted both the urgent need for gender equity in STEM and our proven solutions.

Our impact reflects our mission: 89% of our participants are girls of color, and 88% are eligible for free or reduced lunch. Most importantly, 83% of our students want to do more science because of our program, 83% express confidence in their math abilities, and 84% report meeting women working in STEM through our role model visits.



As we enter our second decade, we remain focused on evidence-based approaches: starting STEM early, creating welcoming environments, engaging diverse learning methods, maintaining student-centered programming, connecting girls with STEM professionals, and building community support.

None of this would be possible without our incredible community—funders, volunteers, school partners, the 50 female STEM professionals who shared their stories, families who trust us with their daughters' education, and dedicated teachers who bring our curriculum to life. Thank you for being part of this journey toward a future where every girl has the opportunity to pursue her dreams in STEM.

With gratitude and determination,

A handwritten signature of Ana Valencia's name.

Ana Valencia
Chairwoman of the Board,
Engineer, Turner
Construction

A handwritten signature of Amy Miller's name.

Amy Miller
Executive Director

A handwritten signature of Courtenay Carr Heuer's name.

Courtenay Carr Heuer
Co-Founder, Business
Development and Advocacy





Thank You!



Scientific Adventures for Girls

Changing the Face of Science

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www.scientificadventures.org

SAN PABLO EDC BOARD REPORT



DATE: October 15, 2025

TO: San Pablo EDC Board

[Back to Agenda](#)

FROM: Leslay Choy, Executive Director 

SUBJECT: **RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF THE CONTRACT AWARD TO OBRA FOR MAINTENANCE WORK AT MISSION PLAZA AND FUND BALANCE ALLOCATION UP TO \$21,400**

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, San Pablo EDC purchased 14501 San Pablo Avenue, also known as Mission Plaza, from the Local Successor Agency, in 2018. The property had no improvements made to it for several decades and San Pablo EDC has been working diligently to make onsite improvements.

Next on the list of priority property management items for Mission Plaza is paint and façade roof repair. The paint is fatigued and the roof façade shows some damage. In June 2025, San Pablo EDC issued a request for proposal (RFP) for painting of all buildings, including the monument sign, and repair of the roof façade on the main building. At least three proposals were received for each scope of work.

The most detailed scope of work was received from OBRA. OBRA is owned by a former San Pablo resident who is also a licensed contractor with a business license in the City of San Pablo and all of the required insurance. They are also currently the lot sweeping and landscape maintenance vendor for the site. OBRA's proposal was the most cost-effective and complete.

The attached contract details the scope of work in Exhibit A. The proposed contract is \$18,900 with a 13 percent contingency. The contractor would pull permits following contract execution.

The Board is asked to authorize execution of the contract award to OBRA for maintenance work at Mission Plaza and fund balance allocation up to \$21,400.

FISCAL IMPACT

Fiscal impact would be up to \$21,400 to the organization's operational fund balance.

Attachments

1. OBRA Contract EDCMP25-001 Mission Plaza Roof & Painting Improvement

RESOLUTION SPEDC2025-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF THE CONTRACT AWARD TO OBRA FOR MAINTENANCE WORK AT MISSION PLAZA AND FUND BALANCE ALLOCATION UP TO \$21,400

WHEREAS, San Pablo EDC purchased 14501 San Pablo Avenue, also known as Mission Plaza, from the Local Successor Agency, in 2018; and

WHEREAS, the property had no improvements made to it for several decades and San Pablo EDC has been working diligently to make onsite improvements; and

WHEREAS, in June 2025, San Pablo EDC issued a request for proposal (RFP) for painting of all buildings, including the monument sign, and repair of the roof façade on the main building. At least three proposals were received for each scope of work; and

WHEREAS, the most cost-effective and complete scope of work was received from OBRA, owned by a former San Pablo resident who is also a licensed contractor with a business license in the City of San Pablo and all of the required insurance; and

WHEREAS, the proposed contract is \$18,900 with a 13 percent contingency.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

- 1) Authorize execution of the contract award to OBRA for maintenance work at Mission Plaza and fund balance allocation up to \$21,400.

ADOPTED this 15th day of October, 2025, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Saeid Babay Hosseini, Board Secretary

Genoveva Calloway, Board Chair

CONTRACT

Mission Plaza Roof & Painting Improvement Project

Contract No. EDCMP25-001

Contractor License No. 1139317

I. PARTIES

This Contract is made and entered into on the last date signed below by and between the San Pablo Economic Development Corporation (San Pablo EDC), 1000 Gateway Avenue, San Pablo, California, telephone number (510) 215-3200, and OBRA Construction & Building Services LLC ("Contractor"), 1480 10th St., Berkeley, CA 94710, telephone number (510) 213-4688.

II. RESPONSIBILITIES

Contractor shall supply all staffing, equipment, and materials to accomplish the task listed below. Specifically, Contractor agrees to perform all the work, in the manner set forth in its proposal, dated September 16, 2025 ("Proposal"), which are incorporated herein by reference, as described below, and attached as **Exhibit A – Scope of Work**.

Scope of Work

1. Commercial Exterior Painting (Suites A - E & Monument Sign)

- Pressure washing, cleaning, priming, stucco/wood repair
- Two coats Benjamin Moore exterior-grade paint (color chosen by client)
- UV-resistant paint for signage and trim

2. Roof Repair (Suites B-E)

- Tile removal, inspection, sheathing/framing repair
- Waterproof underlayment installation, fascia replacement
- Tile reinstallation/replacement with sealant and final inspection

3. Materials & Logistics

- Contractor to procure all paint, primer, plywood, waterproofing, tiles, hardware

4. Cleanup & Debris Disposal

- Daily and final cleanup; disposal at certified facility

All work shall be completed in accordance with the standards, specifications, and requirements of San Pablo EDC.

Complete work required as part of the **Mission Plaza Roof & Painting Improvement Project**

("Project") in accordance with the contract documents set forth below, all of which are incorporated by reference into this Contract as though fully set forth herein, entitled **Mission Plaza Roof & Painting Improvement Project** Contract No. EDCMP25-001 dated September 16, 2025. The Contract entered into consists of the following Contract Documents, all of which are component parts of the Contract as if herein set forth in full or attached hereto:

1. Proposal
2. Contract
3. Guaranty
4. License

The order of precedence for interpretation of the contract documents is set forth in the special provisions. Subject to that order of precedence, all documents forming the complete contract are intended to integrate so that any condition or work called for in one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings. In the event of any discrepancy between any of the terms of this Contract, and any of the terms of the Proposal, the terms most favorable to San Pablo EDC shall prevail. In the event of any discrepancy or inconsistency between this Contract and the contract documents, or within the contract documents, the terms most favorable to San Pablo EDC shall prevail.

Contractor shall be liable to San Pablo EDC for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of San Pablo EDC, its officers, employees or agents, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Contract Documents.

San Pablo EDC shall make such inspections or tests as it deems necessary to ensure that the work is accomplished in accordance with the requirements of the Contract Documents and in an acceptable manner. In the event that any inspection reveals that the work is not acceptable, then Contractor shall bear the cost of any remedial efforts, as well as the cost of any subsequent re-inspection and retesting. If any work that is to be inspected, tested or approved is covered without the San Pablo EDC's approval, then Contractor shall uncover it at its cost so that the inspection or testing can occur.

Contractor shall comply with all laws, ordinances and regulations in undertaking the Work and shall obtain and pay for all necessary permits. Contractor is fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

III. COMPENSATION

The San Pablo EDC agrees to pay CONTRACTOR for the performance of the services listed in Section II in accordance with the contract price as specified in the Proposal. Portions of this Contract are on a unit price basis so the amount may vary in accordance with the finished quantities at the unit price bid. The nominal contract value is \$18,900 Dollars, which shall constitute full consideration for the work performed, and which may increase or decrease

dependent upon changes in course and scope of the work as ordered by the San Pablo EDC. Retainage is 10 percent. No progress payments shall be made. In no case shall the value of this contract exceed 13 percent of the above nominal contract value, unless an amendment to this contract is authorized by the San Pablo EDC Board of Directors.

IV. LABOR & LOCAL POLICY COMPLIANCE

A. Workers' Compensation. Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require 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 on this Contract."

B. Local Economic Opportunity Policy. This Contract is subject to all applicable requirements the City of San Pablo's Local Economic Opportunity Policy. The Contractor shall contact San Pablo EDC first for any sub-contractor and labor needs, so that local recommendations may be made.

V. TERM

Time being of the essence, Contractor shall commence and diligently pursue the Project to full and final completion within the number of working days stated in the Contract Documents, except as such time may be extended in writing by San Pablo EDC in accordance with the provisions of the General Conditions.

A. Time for Completion. Contractor will fully complete the Work for the Project within 21 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

B. Liquidated Damages. If Contractor fails to complete the Work within the Contract Time, San Pablo EDC may assess liquidated damages in the amount of FIVE HUNDRED Dollars (\$500.00) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

VI. INSURANCE

On or before beginning any of the services or work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Contract, and provide proof thereof that is acceptable to the San Pablo EDC the insurance specified in subsections A. through B. below with insurers and under forms of insurance satisfactory in all respects to the San Pablo EDC. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.

A. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR shall be provided with limits not less than one million dollars, or as required by state law. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of

self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the San Pablo EDC for loss arising from work performed under this Contract.

B. Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Contract.

1. Minimum limits of insurance, combined single limit coverage for risks associated with the work contemplated by this Contract:
 - a. General Liability (including operations, products and completed operations): one million dollars per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: one million dollars per occurrence for bodily injury and property damage.
2. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned automobiles.
3. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor)
 - b. Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).
 - c. No endorsement shall be attached limiting the coverage.
4. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - a. San Pablo EDC, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 2010 version 11/85, or forms CG2010 version 10/01 and GC 2037 versions 10/01, or equivalent) to the Consultant's insurance policy, or as

a separate owner's policy. The coverage shall contain no special limitations on the scope of protection afforded to San Pablo EDC, its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the San Pablo EDC will be called upon to contribute to a loss under the coverage.
- d. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to San Pablo EDC and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than A:VII.
- f. Notice of cancellation or non-renewal must be received by San Pablo EDC at least thirty days prior to such change.

VII. HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the San Pablo EDC of San Pablo and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision.

Notwithstanding the foregoing, nothing herein shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b).

This indemnity is effective without reference to the existence or applicability of any insurance coverage required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved a plan, drawing, specification or special provision in connection with this work, and insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnitee.

If, through acts of neglect on the part of the Contractor, any other contractor or any other subcontractor shall suffer loss of damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor asserts a claim against the San Pablo EDC on account of any damage alleged to have been so sustained, the San Pablo EDC shall notify the Contractor who shall defend, indemnify and hold harmless the San Pablo EDC against such claims.

San Pablo EDC shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the San Pablo EDC or, in the case of improvements which will not be dedicated to and accepted by San Pablo EDC, until the improvements have passed final inspection by San Pablo EDC. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty Contracts and security therefor.

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and not an employee or agent of San Pablo EDC and has no authority to contract or enter into another Contract in the name of the San Pablo EDC. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation, and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Contract. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Contract. CONTRACTOR shall

exercise control over the work and the manner of its performance, and is free to provide this or other services to others during the term of this Contract.

IX. SUBCONTRACTORS

CONTRACTOR may not subcontract any portion of the work to be performed under this Contract without the written authorization of San Pablo EDC. If San Pablo EDC consents to such subcontract, CONTRACTOR shall be fully responsible to San Pablo EDC for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between San Pablo EDC and subcontractor nor shall it create any obligation on the part of the San Pablo EDC to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. San Pablo EDC will consent to subcontracts listed in the Proposal.

X. ASSIGNMENT

This Contract is binding on the heirs, successors, and assigns of the parties hereto. This Contract may not be assigned by CONTRACTOR without prior, written consent of San Pablo EDC.

XI. INTEGRATION

The Contract Documents integrate all terms and conditions in connection with the Work called for herein and supersede all negotiations and prior oral or written understandings, either oral or in writing, in respect to the subject matter hereof. Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction. The Contract Documents shall not be amended except by a writing duly executed by the parties.

This Contract shall become effective and commence as of the date set forth below on which the last of the parties, whether San Pablo EDC or Contractor, executes said Contract.

XII. **TERMINATION**

- A. If Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of San Pablo EDC or Project Coordinator, or otherwise breach this Contract, San Pablo EDC shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.
- B. In event of any such termination, San Pablo EDC shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract; provided, however, that if surety within five (5) working days after service upon it of the notice of termination does not give San Pablo EDC written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, San Pablo EDC may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to San Pablo EDC for any excess cost or other damages occasioned San Pablo EDC thereby. If San Pablo EDC takes over the Project as herein above provided, San Pablo EDC may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid the actual amount due based on unit prices or lump sums bid, and the quantity of the Work completed at the time of cancellation, less damages caused to San Pablo EDC by the acts of Contractor causing the termination.
- C. San Pablo EDC may terminate the Contract at its own discretion for any reason, including but not limited to its own convenience, lack of funding, or when conditions encountered during the Project make it impossible or impracticable to proceed, or when San Pablo EDC is prevented from proceeding with the Contract by Act of God, by law, or

by official action of a public authority and/or funding agency. Upon such termination, San Pablo EDC will pay Contractor fair and reasonable compensation as agreed upon between Contractor and the Project Coordinator, based on the Bid Proposal. In the event that no agreement is reached between Contractor and the Project Coordinator as to fair and reasonable compensation, San Pablo EDC will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination of the Contract for any reason.

Contractor shall not be entitled to any lost profit in the event of termination.

XIII. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

XIV. NOTICE

The San Pablo EDC's Contract Administrator for day-to-day communications is Saeid Babay Hosseini, Property Manager. All notice permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon posting the notice first class, U.S. mail, postage prepaid:

If to the San Pablo EDC: Leslay Choy
San Pablo EDC
1000 Gate Avenue
San Pablo, CA 94806
510-215-3200
LeslayC@santapabloedc.org

If to the Contractor: Pablo Vazquez
OBRA Construction & Building Services LLC
1480 10th St.
Berkeley, CA 94710
510-213-4688
PabloVazquezmx30@icloud.com

Unless and until different addresses may be furnished in writing by either party to the other.

XV. DISPUTE RESOLUTION

(A) Definition. “Claim” means a separate demand by Contractor, submitted in writing, for change in the Contract Time or Contract Price that has previously been submitted to San

Pablo EDC in accordance with the requirements of the Contract Documents, and which has been rejected by San Pablo EDC, in whole or in part.

(B) Limitations. A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and San Pablo EDC. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to San Pablo EDC in full compliance with these Contract Documents, and subsequently rejected in whole or in part by San Pablo EDC.

(C) Scope. This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Sections 20104, et seq.

(D) Claims Submission. The following requirements apply to any Claim subject to this Section:

(1) Substantiation. The Claim must be submitted to San Pablo EDC in writing and must include all of the documents necessary to substantiate the Claim including the change order request that was rejected in whole or in part, and San Pablo EDC's rejection. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, tags, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts. Any claim for lost productivity or efficiency must be supported with a detailed analysis based on Measured Mile Method, using verifiable data and current industry standard forensic practices.

(2) Submission Deadlines.

(a) A Claim must be submitted within 15 days following the date that San Pablo EDC notified Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(b) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(c) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(d) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

(E) Claims under \$50,000. For any Claim of less than \$50,000.00, San Pablo EDC will respond in writing within 45 days of receipt of the Claim, or may first request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that San Pablo EDC may have against Contractor. If Contractor fails to submit the additional documentation to San Pablo EDC within 15 days of receipt of San Pablo EDC's request, the claim will be deemed waived.

(F) Meet and Confer. For Claims less than or equal to \$375,000.00, if Contractor disputes the San Pablo EDC's written response, or San Pablo EDC fails to respond within the specified time, Contractor must notify San Pablo EDC in writing, either within 15 days of receipt of San Pablo EDC's response, or within 15 days of San Pablo EDC's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute San Pablo EDC's response, in writing, within the specified times, Contractor's Claim will be deemed waived. If the Claim or any portion remains in dispute following the meet and confer conference, the parties may agree to mediation, as set forth below, or if unable to agree, Contractor may file a claim as provided in Government Code Section 900 et seq. (a "Government Code Claim").

(G) Mediation.

(1) **Mediation.** Mediation under this Section will be scheduled within 60 days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than 60 days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

(I) Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

(J) Damages. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

(K) Other Disputes. The procedures in this Section will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived

by San Pablo EDC. Nothing in this Section is intended to delay suspension or termination under the Agreement.

XVI. MISCELLANEOUS PROVISIONS

Should a change be contemplated in the name or nature of Contractor's legal entity, Contractor shall first notify San Pablo EDC in order that proper steps may be taken to have the change reflected in the Contract Documents.

The Contract shall be effective from and after the date that this Contract is signed by the representatives of San Pablo EDC.

This Contract may be made in counterparts.

The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the Contract. The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which San Pablo EDC may be entitled.

There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

This Contract will be governed by California law and venue will be in the Superior Court of Contra Costa County, and no other place.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

Both parties, having understood and agreed to the terms and conditions above, do execute this Contract.

By _____
CONTRACTOR's Authorized Representative

Print Name: _____
Title: _____
Date: _____

By _____
San Pablo EDC

Leslay C Choy
Executive Director
Date: _____

Contract No: **EDCMP25-001**

GUARANTY

To San Pablo EDC:

The undersigned guarantees the construction and installation of the work included in this project.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by San Pablo EDC after relief from maintenance, the undersigned agrees to reimburse San Pablo EDC, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by San Pablo EDC, to replace any such material and to repair the work completely without cost to San Pablo EDC so that the work will function successfully as originally contemplated.

San Pablo EDC shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If San Pablo EDC elects to have the performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from San Pablo EDC. If the undersigned fails or refuses to comply with his obligations under this guaranty, San Pablo EDC shall be entitled to all costs and expenses, including attorney's fees.

Signature of Contractor

Date

Exhibit A – Scope of Work

Contractor's Proposal