

## RESOLUTION No. 2023-03

### A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AUTHORIZING THE CEO TO NEGOTIATE AND EXECUTE A VENDOR SERVICES AGREEMENT WITH GRID ALTERNATIVES BAY AREA, INC. AND SCHEDULE A.2 TO THE MASTER SERVICES AGREEMENT WITH FRANKLIN ENERGY SERVICES, LLC FOR THE RICHMOND RISING PROGRAM

**WHEREAS**, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Fairfield, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, The City of Richmond (“Richmond”) was awarded \$35M by the California Strategic Growth Counsel to implement a climate-smart community development project called Richmond Rising;

**WHEREAS**, Richmond has partnered with the non-profit GRID Alternatives Bay Area, Inc. (“GRID”) to perform solar installs in Richmond as a part of Richmond Rising; and

**WHEREAS**, Richmond desires to have MCE offer energy efficiency resources and services to its subcontractor GRID pursuant to Richmond Rising; and

**WHEREAS**, MCE desires to work with Richmond and GRID to provide energy efficiency resources and services and will subcontract with Franklin Energy Services LLC (“Franklin”) to provide such services; and

**WHEREAS**, MCE desires to enter into an agreement with GRID to provide energy efficiency resources and services to GRID for Richmond Rising implemented by Richmond; and

**WHEREAS**, MCE desires to enter into a new statement of work (“SOW”) to supplement the Master Services Agreement with Franklin to assist MCE in providing the agreed upon services to GRID and Richmond.

**NOW, THEREFORE, BE IT RESOLVED BY THE MCE BOARD OF DIRECTORS:**

1. The Board of Directors finds that the aforementioned recitals are true and correct, and are herein incorporated into this Resolution.
2. CEO is hereby authorized to negotiate and execute a Vendor Services Agreement with GRID, subject to approval by MCE's General Counsel, for the provision of energy efficiency resources and services under Richmond Rising, which may include the following deal points:
  - MCE will provide, or will have Franklin provide, Richmond Rising implementation support including, but not limited to: home energy and healthy homes safety assessments; energy upgrades and electrification measures; necessary home rehabilitation work that would prevent a participant from receiving Richmond Rising funding; summaries of home assessments completed; tables of energy upgrades installed including locations and estimated savings, tables of electrification measures and estimated reduction in natural gas use, and tables of home rehabilitation implemented and energy measure that it enabled; and other necessary services to implement Richmond Rising.
  - MCE will provide, or will have Franklin provide, Richmond Rising management and administration support including, but not limited to: coordination with key Richmond Rising stakeholders; providing regular reports to GRID and other Richmond Rising partners on a regular basis and as requested; management of all deliverables included within MCE's subcontractor Franklin's SOW; participation in regular communication between MCE, its subcontractors, GRID, and Richmond to ensure the success of Richmond Rising implementation; and other necessary services to manage and administer Richmond Rising.
  - Compliance with applicable federal, state, and local laws regarding the TCC Program.
  - The agreement with GRID will have a not-to-exceed cost to MCE of **\$3,130,350**.
  - The agreement with GRID will have a term of **5 years**.
  - The agreement with GRID will be subject to MCE receiving adequate funding, as determined by MCE, from the California Public Utilities Commission ("CPUC") for the duration of the terms of the agreement and MCE's Home Energy Savings ("HES") program remaining active.
3. The CEO is hereby authorized to negotiate and execute an SOW to supplement the Master Services Agreement with Franklin, subject to approval by MCE's General Counsel, for the provision of energy efficiency resources and services under Richmond Rising, which may incorporate the terms of the agreement described above between MCE and GRID, and may include the additional following deal points:
  - Franklin will lead in-home assessments on MCE's behalf, manage energy efficiency installs, appliance electrification, and home rehabilitation to enable energy measure installations; coordinate with Richmond Rising stakeholders; collect and manage Richmond Rising activity data; ensure

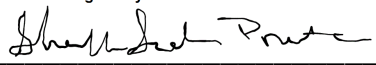
installations occur in a timely fashion as determined by project proposals; ensure installation of measures is in accordance with the conditions set forth to installers known as Trade Allies as per predetermined measure applicability requirements, including billing at an applicable rate be it minor, moderate, or major; and installing to Richmond Rising standards as defined in Field Quality Control requirements consistent with HES Program standards.

- Franklin will coordinate with Trade Allies to determine project proposal per site.
- Franklin will ensure permits are executed as determined by project proposal, and
- Franklin will facilitate payment to the Trade Allies as determined by project proposal and all of the above.
- Franklin will comply with applicable federal, state, and local laws regarding Richmond Rising.
- The SOW with Franklin will have a not-to-exceed cost to MCE of **\$2,337,273**.
- The SOW with Franklin will have a term of **5 years**.
- The SOW with Franklin will be subject to MCE receiving adequate funding, as determined by MCE, from the CPUC for the duration of the terms of the SOW and MCE's HES program remaining active.

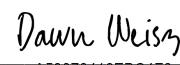
**PASSED AND ADOPTED** at a regular meeting of the MCE Board Directors on this 20 day of April, 2023, by the following vote:

	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
County of Marin	X			
Contra Costa County	X			
County of Napa	X			
County of Solano				X
City of American Canyon	X			
City of Belvedere	X			
City of Benicia				X
City of Calistoga	X			
City of Concord				X
Town of Corte Madera	X			
Town of Danville	X			
City of El Cerrito	X			
Town of Fairfax	X			
City of Fairfield	X			
City of Lafayette	X			
City of Larkspur				X

City of Martinez				X
City of Mill Valley	X			
Town of Moraga	X			
City of Napa	X			
City of Novato			X	
City of Oakley	X			
City of Pinole	X			
City of Pittsburg	X			
City of Pleasant Hill	X			
City of San Ramon	X			
City of Richmond	X			
Town of Ross	X			
Town of San Anselmo	X			
City of San Pablo				X
City of San Rafael				X
City of Sausalito				X
City of St. Helena	X			
Town of Tiburon				X
City of Vallejo	X			
City of Walnut Creek	X			
Town of Yountville	X			

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CHAIR, MCE

**Attest:**

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SECRETARY, MCE