



MCE Technical Committee Meeting
Friday, December 6, 2024
10:00 a.m.

Public comments may be made in person or remotely via the details below.

1125 Tamalpais Avenue, San Rafael, CA 94901 (MCE)
2300 Clayton Road, Suite 1150, Concord, CA 94920 (MCE)

Remote Public Meeting Participation

Video Conference: <https://t.ly/QzAmo>
Phone: Dial (669)-900-9128, Meeting ID 828 5103 7385, Passcode 142534

This Committee may be attended by Board Members who do not serve on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. Any item acted upon by the Committee of the Whole will be considered advisory to the Board of Directors and require consideration and action by the Board of Directors at a noticed Board meeting before adoption or approval of the item.

DISABLED ACCOMMODATION: If you are a person with a disability who requires an accommodation or an alternative format, please contact MCE at (888) 632-3674 or ada-coordinator@mceCleanEnergy.org at least 72 hours before the meeting start tie to ensure arrangements are made.

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1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1. Approval of 11.1.24 Meeting Minutes

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- C.2. Proposed Second Amendment to the Second Agreement with Pacific Energy Advisors, Inc.
 - C.3. Proposed Third Amended and Restated Schedule A.1 to the Master Services Agreement with Franklin Energy Services, LLC.
 - C.4. Proposed Schedule A.4 to the Master Services Agreement with Association for Energy Affordability, Inc.
- 6. Virtual Power Plant Vision and Challenges (Discussion)
 - 7. Committee & Staff Matters (Discussion)
 - 8. Adjourn

The Technical Committee may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the items are described.

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MCE TECHNICAL COMMITTEE MEETING MINUTES
Friday, November 1, 2024
10:00 A.M.

Present:	Bruce Ackerman, Alternate, Town of Fairfax Dion Bailey, City of Hercules Gina Dawson, City of Lafayette Alexis Fineman, Town of San Anselmo John Gioia, Contra Costa County Gayle McLaughlin, Alternate, City of Richmond Charles Palmares, City of Vallejo Scott Perkins, City of San Ramon Katie Rice, County of Marin
Absent:	Devin Murphy, City of Pinole Gabe Quinto, City of El Cerrito
Staff & Others:	Martin Bond, Senior Business Development Manager Jessica Brooks, Lead Board Clerk and Executive Assistant Shuvo Chowdhury, VP of Technology & Analytics Vidhi Chawla, VP of Power Resources Kathleen Culhane, Board Clerk John Dalessi, Pacific Energy Advisors, Inc. Madhuri Kandukuri, Power Analytics Principal Manager Vicken Kasarjian, COO Joseph Kombarakkaran, Senior Product Manager Chris Kubik, Senior Business Development Manager Caroline Lavenue, Legal Counsel Tanya Lomas, Internal Operations Coordinator Stephen Mariani, Senior Power Procurement Manager Monique McCool, Paralegal Catalina Murphy, General Counsel Ashley Muth, Internal Operations Coordinator Jackie Nuñez, Senior Bilingual Communications Manager Justine Parmelee, VP of Internal Operations Zae Perrin, VP of Customer Operations Sol Phua, Customer Programs Specialist II Madeline Sarvey, Communications Coordinator Daniel Settlemyer, Internal Operations Associate Maíra Strauss, Director of Finance Jenna Tenney, Director of Communications and Community Engagement Greg Tillman, Associate Director of Rates

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Jamie Tuckey, Chief Customer Officer
Dawn Weisz, CEO

1. Roll Call

Acting Chair Rice called the regular Technical Committee meeting to order at 10:03 a.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were no comments.

3. Public Open Time (Discussion)

Acting Chair Rice opened the public comment period, and there were no comments.

4. Report from Chief Executive Officer (Discussion)

CEO Dawn Weisz introduced this item and addressed questions from Committee members.

5. Consent Calendar (Discussion/Action)

C.1 Approval of 8.2.24 Meeting Minutes

Acting Chair Rice opened the public comment period and there were no comments.

Action: It was M/S/C (Perkins/Ackerman) to **approve Consent Calendar item C.1**. Motion carried by unanimous roll call vote. (Absent: Directors Murphy, and Quinto).

6. MCE Annual Power Source Disclosure Attestation for 2023 (Discussion/Action)

Stephen Mariani, Senior Power Procurement Manager, and John Dalessi, President, Pacific Energy Advisors, presented this item and addressed questions from Committee members.

Acting Chair Rice opened the public comment period, and there were no comments.

Action: It was M/S/C (Ackerman/Perkins) to **approve the MCE Annual Power Source Disclosure Attestation for 2023**. Motion carried by unanimous roll call vote. (Absent: Directors Murphy, and Quinto).

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7. Adjournment

Acting Chair Rice adjourned the meeting at 11:26 a.m. to the next scheduled Technical Committee Meeting on December 6, 2024.

Katie Rice, Acting Chair

Attest:

Dawn Weisz, Secretary



December 6, 2024

TO: MCE Technical Committee

FROM: Vidhi Chawla, Vice President of Power Resources

RE: Proposed Second Amendment to the Second Agreement with Pacific Energy Advisors, Inc. (Agenda Item #05 C.2)

ATTACHMENTS: A. Second Amendment to the Second Agreement with Pacific Energy Advisors, Inc.
B. Second Agreement with Pacific Energy Advisors, Inc.
C. First Amendment to the Second Agreement with Pacific Energy Advisors, Inc.

Dear Technical Committee Members:

Summary:

On December 3, 2021, the MCE Executive Committee approved the First Amendment to the Second Agreement with Pacific Energy Advisors, Inc. for advisory services and technical support, with the original agreement being approved in October 2018. If approved, the services provided to MCE under this proposed Second Amendment to the Second Agreement with Pacific Energy Advisors, Inc. ("Amendment") would continue the specialized technical and operational support for MCE, as well as advisory services covering a wide range of MCE functions. The services provided through this Amendment and previous agreements have been central to the agency's functions, and there is an ongoing need for the provision of these services.

The proposed Amendment would provide continuation of technical and advisory services to MCE, based on current needs of the agency. The proposed additional scope of services looks to clarify each party's role and expectation to continue to partner on the core functions summarized below, along with other functions detailed in the second agreement (included as attachment B):

- a) Maintain annual and long-term sales forecast
- b) Maintain financial model
- c) Rate setting
- d) Electric supply and risk management services
- e) Renewable Portfolio Standard Compliance Program Services
- f) Resource Adequacy Compliance Program Services
- g) General Regulatory Support

Key contract provisions:

- The term of the proposed Amendment will be three (3) years, starting on January 1, 2025. This term will allow MCE to demonstrate to financial partners that MCE's technical team is fully engaged and committed for a significant time period.
- For the first year of the Amendment, Contractor's total billings will be at a service rate of \$0.115 per MWh in any calendar month, and then escalate by 3% each year, with a not to exceed service rate of \$0.122 per MWh.

Fiscal Impacts:

Annual costs under the proposed Amendment are estimated to not exceed \$695,400 (with the first year anticipated to be \$655,500) based on MCE's expected annual load of 5.7 million megawatt hours. The costs that occur in the 2024/25 Fiscal Year are included in the Fiscal Year 2024/25 budget and costs that occur in future fiscal years will be accounted for in future budgets.

Recommendation:

Approve the proposed Second Amendment to the Second Agreement with Pacific Energy Advisors, Inc.

SECOND AMENDMENT TO SECOND AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND PACIFIC ENERGY ADVISORS, INC.

This SECOND AMENDMENT is made and entered into on _____, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and PACIFIC ENERGY ADVISORS, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on October 9, 2018, and amended on December 3, 2021, to provide technical support and advisory services ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$0.11 per MWh in any calendar month to provide technical support and advisory services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to set the total consideration to not to exceed \$0.122 per MWh in any calendar month; and

WHEREAS, Section 5 of the Agreement, as amended, stated the Agreement shall terminate on December 31, 2024; and

WHEREAS, the parties desire to amend the Agreement to extend the time of the Agreement; and

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete to provide technical support and advisory services as described in the scope therein; and

WHEREAS, the parties desire to amend the Agreement to add to the scope of work of the Agreement; and

WHEREAS Exhibit B to the Agreement specified the fee and payment schedule MCE would use to compensate Contractor for the technical support and advisory services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to modify the fee and payment schedule therein.

NOW, THEREFORE, the parties agree to modify Section 4, Section 5, Exhibit A and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

Pursuant to Exhibit B, Contractor's total billings shall not exceed **\$0.122** per MWh in any calendar month.

2. Section 5 is hereby amended to read as follows:

TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2019** ("Effective Date"), and shall terminate on **December 31, 2027**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

3. The following section (h) is hereby added to the end of Exhibit A:

(h) Miscellaneous

- MCE will make commercially reasonable efforts to:
 - Collaborate with Contractor to set reasonable timelines based on filing deadlines and Contractor's availability.
 - Communicate with point person Contractor identifies for the services.
 - Provide as much advance notice as is reasonably practicable for known compliance filing deadlines.
 - Provide a primary point of contact for procurement, finance and compliance without limiting Contractor's access to other staff relevant to any work products.
 - Maintain open communication channels with MCE's executive team with the goal of escalating any regulatory concerns or solutions to external parties, streamlining workflows internally and providing guidance on key trends.
 - Collaborate with Contractor to adjust timelines when necessary, including when unexpected regulatory, commercial or technical barriers arise, and when unplanned issues result in converging deadlines.
- Contractor will make commercially reasonable efforts to:
 - Collaborate with MCE to set timelines on deliverables for services listed herein, especially as it relates to new compliance matters that arise from regulatory bodies as it relates to RPS and RA.
 - Provide reasonable notice if established agreed upon timelines are no longer manageable by Contractor and provide updated timelines to complete the services.
 - Generally be available for 7-10 hours a month for Power Resources team calls to discuss procurement matters and upcoming compliance filings.
 - Ensure comparable staff are available for a deliverable if key personnel (key personnel include John Dalessi and Kirby Dusel) are unavailable.
 - From time to time, urgent procurement matters may arise needing Contractor's support. Contractor will provide commercially reasonable efforts to respond in real time to support the urgent matter. If key personnel are not available, Contractor will ensure comparable staff can respond on the same day.

4. Exhibit B is hereby removed and replaced in its entirety to read as follows:

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

During the Term, the following fees shall apply:

All services reflected in Exhibit A shall be billed to MCE by Contractor on a monthly basis at a Service Rate of \$0.115 per megawatt hour of MCE electricity usage, as determined by MCE's Data Management Services provider and reflected in MCE's monthly T+12 CAISO settlement statements. The noted Service Rate shall increase by 3% annually, effective on January 1st during each year of the Term of Agreement, beginning with January 1, 2026.

The Service Rate defined above is based on the assumption that annual customer electricity usage will approximate 5.7 million megawatt hours. If annual MCE electricity usage is projected to deviate from this assumption by more than 20%, MCE and Contractor will work in good faith to adjust the aforementioned Service Rate in consideration of related impacts to Contractor's cost of service.

In no event shall the total cost to MCE for the services provided herein exceed the maximum rate of \$0.122 per MWh on a monthly basis for the term of the Agreement.

5. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day first written above.

MARIN CLEAN ENERGY:

CONTRACTOR:

By:

By:

Date:
Chairperson:

Date:

By:

Date:

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND PACIFIC ENERGY ADVISORS, INC.**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day October 9, 2018 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and PACIFIC ENERGY ADVISORS, INC., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: technical support and advisory services to MCE as described in Exhibit A;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. 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. Contractor shall provide MCE with his/her/its 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 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

Pursuant to Exhibit B, Contractor's total billings shall not exceed **\$0.11 per MWh** in any calendar month.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2019**, and shall terminate on **December 31, 2021**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages 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, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required 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 dollar (\$2,000,000) aggregate limit. MCE 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 (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges 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, 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 work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☒)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain 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 contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

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

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 identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall 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 shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of 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 moneys to any subcontractor.

9. 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.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period 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 notice 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.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE. Notwithstanding the foregoing, MCE shall not obtain or retain any rights in or ownership to any of Contractor's systems, documents, and/or intellectual property developed, produced, discovered, or created by Contractor before the execution of this Agreement or in connection with services performed outside of this Agreement.

12. TERMINATION:

- A. Either party may terminate this Agreement for the failure to comply with the terms of this Agreement and/or the violation of any ordinance, regulation or other law which applies to the performance of obligations under this Agreement by giving five (5) business days' written notice to the other party. The written notice shall specify the date of termination. In the event MCE terminates this Agreement under this paragraph, the Contractor shall perform no further work or service(s) under the Agreement as of the date of termination unless the notice of termination authorizes such further work. MCE shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination. The MCE shall not unreasonably object to any services performed by the Contractor in accordance herewith through the date of termination.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control (including acts or failures to act by the MCE).
- C. Either party hereto may terminate this Agreement for any reason by giving one hundred twenty (120) calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Invoices; Notices. The written notice shall specify the date of termination. The MCE shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination. The MCE shall not unreasonably object to any services performed by the Contractor in accordance herewith through the date of termination.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed 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).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those referenced in this Agreement unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. 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.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to indemnify, defend, and hold the Contractor and its officers, agents and employees harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of MCE's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. 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 the Joint Powers Agreement and 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. Contractor shall have no

rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. Invoices; Notices below.

19. DEFINITIONS:

"CAISO" means the California Independent System Operator, or its successor.

"CCA Service" means Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

"MCE" means the Marin Clean Energy program.

"RA" means Resource Adequacy.

"RE" means renewable energy.

"REC" means renewable energy certificate or renewable energy credit.

"RPS" means the California Renewable Portfolio Standards program.

20. INVOICES; NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall include a summary of technical support and advisory services and be submitted by email to:

Email Address:	invoices@mcecleanenergy.org
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All other notices shall be given to MCE at the following location:

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
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	San Rafael, CA 94901
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Email Address:	contracts@mcecleanenergy.org
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Telephone No.:	(415) 464-6027
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Notices shall be given to Contractor at the following address:

Contractor:	John Dalessi
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Address:	1839 Iron Point Road, Ste. 120
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	Folsom, CA 95630
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Email Address:	John@pacificea.com
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Telephone No.:	(916) 936-3301
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21. ACKNOWLEDGEMENT OF EXHIBITS

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 will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'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	

22. 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.

23. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. 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.

24. 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.

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED ☐)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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


APPROVED BY

Marin Clean Energy:

By: 
CEO

Date: 10-9-18

CONTRACTOR:

By: 

Name: John Dalesi

Date: 10-9-18

MODIFICATIONS TO STANDARD SHORT FORM

☒ Standard Short Form Content Has Been Modified

List sections affected: Section 4: Maximum Cost to MCE, Section 11: Work Product, Section 12: Termination, Section 16: Indemnification, Section 18: Compliance with Applicable Laws, Section 19: Definitions

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

(a) Maintain Annual and Long Term Sales Forecast:

- Prepare and maintain MCE ("Marin Clean Energy") customer and electric sales forecasts including forecast of: 1) monthly enrolled accounts, megawatt hours ("MWh") and megawatts ("MW") by load profile group; and 2) monthly coincident peak MW and hourly MW for the MCE system.
- Update forecasts biannually and more frequently as necessary; monitor accuracy of load forecast on monthly basis; consider adjustment if variance exceeds threshold of 5% mean absolute percentage error (MAPE).

(b) Maintain Financial Model (pro forma)

- Maintain pro forma financial model of monthly income/expense projections, cash flow and cash balances.
- Update pro forma model monthly; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget and assist in preparation of annual budget for MCE program in cooperation with MCE staff.
- Coordinate with MCE and its financial advisors with regard to matters that may impact MCE's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.
- Perform membership expansion analyses, stress tests, and other scenario analyses to support MCE decision-making.

(c) Ratesetting

- Annually, develop proposed MCE rate schedules; perform cost of service modeling; PG&E benchmarking; billing determinant (e.g., TOU energy) forecast; present and proposed rate revenue forecast.
- Collaborate with staff and MCE Board in regards to rate changes and need for new rate designs or options.
- Monitor realized rate revenue vs. projections to identify need for rate changes.

(d) Electric Supply Management:

- Annually, prepare/update resource plans, including ten year load and resource projections.
- Maintain record of all energy and capacity contracts in Contractors' deal capture/energy risk management system.
- Maintain load and resource balance models to monitor supply/demand balances and quantify open positions and market risk exposures; Identify incremental electric procurement needs consistent with MCE risk management policies, portfolio content policies, and applicable regulatory requirements.
- Support solicitation of required energy and capacity products – assist in preparing and reviewing requisite solicitation documents, participate in supplier/developer communications, provide analytical support during proposal/bid evaluation, and other related, as-needed activities. Such support will include activities associated with MCE's annual Open Season process as well as certain as-needed solicitation processes that may be required to address specific resource needs.
- Measure portfolio risk and prepare portfolio risk reports for MCE Risk Oversight Committee.
- Support energy contract negotiations, including: 1) contracts that may be necessary to supply existing MCE customers with requisite energy products; and 2) contracts that may be necessary to supply additional customers within new member jurisdictions (due to MCE membership expansion) during the Time of Agreement.
- Assist in preparing reports related to electric supply (e.g., data management and reporting activities required under California's Power Source Disclosure Program, including Power Content Label development and review); such support may also entail regulatory liaison activities required to successfully complete applicable reports.
- Assist in administering MCE's ongoing Feed-In Tariff program, including invoice validation and renewable energy certificate processing.
- Assist in validating periodic invoices received by MCE's scheduling coordinator/primary electric service provider.
- Monitor energy market activities, including pricing trends related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications on behalf of MCE.

(e) Manage RPS compliance program:

- Manage renewable energy portfolio per state/program standards; prepare RPS compliance filings and serve as MCE's liaison with pertinent regulatory agencies for matters related to RPS compliance; maintain working knowledge of currently applicable RPS guidelines, including pertinent reporting requirements.
- Manage MCE's WREGIS account and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), generator registration (for Feed-In Tariff projects under contract with MCE) and other account management activities. Provide support during

Green-e certified product (MCE's Deep Green and Local Sol products, as examples) audits, including data gathering and analysis, reporting and liaison activities with MCE's selected auditor(s) and Green-e Energy staff.

(f) Manage Resource Adequacy compliance program:

- Manage resource adequacy portfolio per state/program standards; prepare year ahead/month-ahead peak demand forecast and resource adequacy compliance demonstration filings.
- Coordinate activities required to "balance" MCE's resource adequacy portfolio, including the identification of capacity deficiencies and coordination of excess capacity sales with qualified buyers.

(g) Regulatory Support:

- Provide technical expertise, analysis and advice in relation to pertinent regulatory proceedings. Such services shall entail periodic reviews and editorial support during comment/brief drafting as well as coordination with MCE staff/advisors on such matters.
- Update Implementation Plan as necessary to address changes to MCE membership.
- Assist management in evaluation of new energy policies that may impact MCE's business.

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:

During the Term, the following fees shall apply:

All services reflected in Exhibit A shall be billed to MCE by Contractor on a monthly basis at a rate of \$0.11 per megawatt hour of MCE electricity usage, as determined by MCE's Data Management Services provider and reflected in MCE's monthly T+12 CAISO settlement statements.

The service fees defined above are based on the assumption that annual customer electricity usage will approximate 5.2 million megawatt hours. If annual MCE electricity usage is projected to deviate from this assumption by more than 20%, MCE and Contractor will work in good faith to adjust the aforementioned rate in consideration of related impacts to Contractor's cost of service.

In no event shall the total cost to MCE for the services provided herein exceed the maximum rate of \$0.11 per MWh on a monthly basis for the term of the Agreement.

FIRST AMENDMENT TO SECOND AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND PACIFIC ENERGY ADVISORS, INC

This FIRST AMENDMENT is made and entered into on December 3, 2021, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and PACIFIC ENERGY ADVISORS, INC (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on October 9, 2018, to provide technical support and advisory services to MCE ("Agreement"); and

WHEREAS, Section 5 of the Agreement stated the Agreement shall terminate on December 31, 2021;

WHEREAS the parties desire to amend the Agreement to extend the time of the Agreement;

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete for the technical support and advisory services as described in the scope therein; and

WHEREAS the parties desire to amend the Agreement to modify the scope of work of the Agreement

NOW, THEREFORE, the parties agree to modify Section 5 and Exhibit A as set forth below.

AGREEMENT

1. Section 5 is hereby amended to read as follows:

TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2019** and shall terminate on **December 31, 2024**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

2. Exhibit A is hereby removed and replaced in its entirety to read as follows:

(a) Maintain Annual and Long Term Sales Forecast:

- Prepare and maintain MCE ("Marin Clean Energy") customer and electric sales forecasts including forecast of: 1) monthly enrolled accounts, megawatt hours ("MWh") and megawatts ("MW") by load profile group; and 2) monthly coincident peak MW and hourly MW for the MCE system.
- Update forecasts biannually and more frequently as necessary; monitor accuracy of load forecast on monthly basis; consider adjustment if variance exceeds threshold of 5% mean absolute percentage error (MAPE).

(b) Maintain Financial Model (pro forma)

- Maintain pro forma financial model of monthly income/expense projections, cash flow and cash balances.
- Update pro forma model monthly; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget and assist in preparation of annual budget for MCE program in cooperation with MCE staff.
- Coordinate with MCE and its financial advisors with regard to matters that may impact MCE's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.
- Perform membership expansion analyses, stress tests, and other scenario analyses to support MCE decision-making.

(c) Ratesetting

- Annually, develop proposed MCE rate schedules; perform cost of service modeling; PG&E benchmarking; billing determinant (e.g., TOU energy) forecast; present and proposed rate revenue forecast.

- Collaborate with staff and MCE Board in regards to rate changes and need for new rate designs or options
- Monitor realized rate revenue vs. projections to identify need for rate changes.

(d) Electric Supply and Risk Management Services:

- Annually, prepare/update resource plans, including ten year load and resource projections.
- Maintain record of all energy and capacity contracts in Contractors' deal capture/energy risk management system.
- Maintain load and resource balance models to monitor supply/demand balances and quantify open positions and market risk exposures; Identify incremental electric procurement needs consistent with MCE risk management policies, portfolio content policies, and applicable regulatory requirements.
- Support solicitation of required energy and capacity products — assist in preparing and reviewing requisite solicitation documents, participate in supplier/developer communications, provide analytical support during proposal/bid evaluation, and other related, as-needed activities. Such support will include activities associated with MCE's annual Open Season process as well as certain as-needed solicitation processes that may be required to address specific resource needs.
- Measure portfolio risk and prepare portfolio risk reports for MCE Risk Oversight Committee.
- Support energy contract negotiations, including: 1) contracts that may be necessary to supply existing MCE customers with requisite energy products; and 2) contracts that may be necessary to supply additional customers within new member jurisdictions (due to MCE membership expansion) during the Time of Agreement.
- Assist in preparing reports related to electric supply (e.g., data management and reporting activities required under California's Power Source Disclosure Program, including Power Content Label development and review); such support may also entail regulatory liaison activities required to successfully complete applicable reports.
- Assist in administering MCE's ongoing Feed-In Tariff program, including renewable energy certificate processing and advising on program design.
- Assist in validating periodic invoices received by MCE's scheduling coordinator/primary electric service provider.
- Monitor energy market activities, including pricing trends related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications on behalf of MCE.

(e) RPS Compliance Program Services:

- Assist with management of renewable energy portfolio per state/program standards; prepare RPS compliance filings and serve as MCE's liaison with pertinent regulatory agencies for matters related to RPS compliance; maintain working knowledge of currently applicable RPS guidelines, including pertinent reporting requirements.
- Assist with management of MCE's WREGIS account and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), generator registration (for Feed-In Tariff projects under contract with MCE) and other account management activities.

(f) Resource Adequacy Compliance Program Services:

- Manage resource adequacy compliance activities per state/program standards; prepare year ahead/month-ahead peak demand forecast and resource adequacy compliance demonstration filings.
- Coordinate activities required to "balance" MCE's resource adequacy portfolio, including the identification of capacity deficiencies and coordination of excess capacity sales with qualified buyers.

(g) General Regulatory Support:

- Provide technical expertise, analysis and advice in relation to pertinent regulatory proceedings. Such services shall entail periodic reviews and editorial support during comment/brief drafting as well as coordination with MCE staff/advisors on such matters.
- Update Implementation Plan as necessary to address changes to MCE membership. Assist management in evaluation of new energy policies that may impact MCE's business.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

MARIN CLEAN ENERGY:

DocuSigned by:
Dawn Weisz
By: A59878416EBC4F8...
Date: 12/6/2021
DocuSigned by:
Kevin Haroff
By: 3C8DE88B7D6543E...
Date: 12/3/2021

CONTRACTOR:

DocuSigned by:
John Dalesi
By: 6B931E7AF3FB498...
Date: 12/20/2021



December 6, 2024

TO: MCE Technical Committee

FROM: Michelle Nochisaki, Senior Customer Programs Manager

RE: Proposed Third Amended and Restated Schedule A.1 to the Master Services Agreement with Franklin Energy Services, LLC (Agenda Item #05 C.3)

ATTACHMENTS: A. Third Amended and Restated Schedule A.1 with Franklin Energy Services, LLC
B. Master Services Agreement with Franklin Energy Services, LLC
C. First Amendment to Master Services Agreement with Franklin Energy Services, LLC

Dear Technical Committee Members:

Summary:

The proposed Third Amended and Restated Schedule A.1 ("A.1") to the Master Services Agreement ("MSA") with Franklin Energy Services, LLC ("Franklin") would provide MCE customers with continued electrification and energy efficiency services, focused on the implementation and expansion of MCE's existing Home Energy Savings (HES) program.

Background

MCE's HES program provides no-cost energy efficiency services to low- and moderate-income households across MCE's service area. Eligible HES program participants can receive home upgrades valued at \$4,000 to \$9,000 on average, such as attic insulation, duct sealing, heat pump hot water heater, mini split heat pump, a smart thermostat and more. MCE has been approved for funding from the California Public Utility Commission ("CPUC") to continue this program through 2027. MCE has contracted with Franklin since May 2019 to implement MCE's HES program.

Under the proposed A.1 (Attachment A), which would be governed by the Board-approved MSA (Attachment B), Franklin would continue to implement MCE's HES program—offering no-cost home assessments and comprehensive energy upgrades to eligible single-family homeowners and renters. If approved, A.1 would continue to serve as an entry point into MCE programs and offer a comprehensive approach to electrification in the residential sector.

The proposed A.1 also includes a no-cost timeline extension for three initiatives funded by the MCE Local Programs Fund which were approved by the Executive Committee in December of 2023 and would allow for even more customers to be served. The three initiatives proposed to continue in A.1 include MCE's Electrification Technical Assistance Fund, Community Housing Fund, and Heat Pump Water Heater Incentive Fund.

Fiscal Impacts:

The duration of the proposed A.1 would be from January 1, 2025 through December 31, 2025. The maximum cost would be \$3,080,463, with \$2,151,715 allocated to customer incentives. Expenditures related to the proposed A.1 would come from energy efficiency funds allocated by the CPUC.

Recommendation:

Approve the proposed Third Amended and Restated Schedule A.1 to the Master Services Agreement with Franklin Energy Services, LLC.

**Statement of Work – Third
Amended and Restated Schedule
A.1**

This Third Amended and Restated Schedule A.1 ("Schedule A.1" or "Statement of Work" or "SOW") is entered into on **December 6, 2024**, pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and FRANKLIN ENERGY SERVICES, LLC, hereinafter referred to as "Implementer", dated **April 20, 2023** ("Agreement") and is governed by its terms and conditions. If applicable, capitalized but undefined terms herein shall have the meanings set forth in the Agreement.

Implementer will provide the following Services under the Agreement as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Statement of Work. Implementer agrees that time is of the essence in this Schedule A.1.

Overview

Implementer will implement the Home Energy Savings (HES) Program by delivering residential single-family assessments and direct energy efficiency installs for home energy savings ("HES Program" or "Program").

Implementer shall:

- Act in accordance with the mode of operations manual ("Mode of Operations"), that contains customer service protocols, field scripts, technical measure specifications, manufacturer equipment lists, etc. The Mode of Operations is updated as policies, procedures, and measures change (and at least annually) by MCE and Implementer and approved by MCE Customer Programs team.
- Provide HES Program services in accordance with the Mode of Operations, including:
 - Perform electrification assessments and home upgrades to at least 325 residential single-family units per year (home upgrades must include the delivery of at least one measure included in Table B: HES Program Measure Payment and Incentive Budget, included below); and
 - Target moderate-income single-family property owners and tenants (who have permission from the relevant property owner) with high utility bills in MCE's service area for potential participation in the Program.
- Enroll HES customers in the TECH Rebate program via MCE's Electrification Technical Assistance Fund.
- Provide electrification and/or repair measures via MCE's Community Housing Fund, MCE's Heat Pump Water Heater Fund, and MCE's Green & Healthy Homes Initiative Fund.
- Implementer will perform the following tasks in accordance with the Energy Efficiency Program Terms included in Exhibit C of the Master Services Agreement dated April 20, 2023.

Task 1: Program Management

- A. Customer Service Support.** Implementer will provide a live customer support team to respond to Program participant inquiries and requests within two business days, provide Program support, connect Program participants to participating trade allies, and connect Program participants to additional Program resources. The customer support team will be available from 8:30 a.m. – 5:00 p.m. Pacific Time Monday through Friday and will monitor Program emails submitted to mce-energysavings@Franklinenergy.com.
- Implementer will provide additional customer service as outlined in the Mode of Operations
 - Implementer will provide MCE with accurate customer pipeline data within 3 business days of measure installation
- B. Trade Ally Engagement.** Implementer will onboard initial trade allies and provide a single point of contact for each participating trade ally by holding a minimum of two check-in calls per month, as-needed office visits, and support with technical Program questions, and will provide mentoring in the field. Implementer will manage the trade allies, relevant contracts between the trade allies and Implementer, and is responsible for all aspects of home upgrade delivery to Program participants.
- Implementer will build and maintain relationships with multiple trade allies within the industry in order to fulfill program deliverables and prevent service disruptions
 - Implementer will conduct an annual review of all active trade allies to ensure they are cost competitive, current on technical expertise, can fulfill all administrative program requirements and they hold the necessary certifications and licenses for the program's scope of work
- C. Monthly Reporting.** Implementer will ensure all data collected from customers and participating trade allies is shared with MCE's team on an ongoing basis to ensure systems are tested, new data points are added and formatted as needed, and energy savings and payment information is accurate and complete. Implementer will intake all Program assessment questions and CPUC-required data points and submit monthly reports and invoices to MCE. Implementer will work with MCE as needed to complete the Annual or Biannual Budget Advice Letter ("ABAL" and "BBAL") process and data requests as required by the CPUC. MCE and Implementer will work together to define ad hoc reporting requests as needed throughout the Term of Statement of Work. If modifications to regularly submitted reports are requested by MCE, these modifications will be addressed by Implementer on a quarterly basis and additional costs may apply. If additional costs are necessary due to the modifications requested, these costs will be clearly communicated to MCE before the costs are incurred.

- D. Coordination with Investor Owned Utilities (“IOUs”)/Bay Area Regional Energy Network (“BayREN”).** Implementer will coordinate with IOUs, BayREN, other Program implementers, and/or local government agencies authorized by the CPUC to implement CPUC-directed energy efficient programs that are administering energy efficiency programs within MCE's service territory as necessary to ensure timely, accurate, and consistent access to data. The CPUC may develop further rules related to coordination between program administrators in the same geographic area, and any relevant party is required to comply with such rules. Upon MCE's request, Implementer will assist MCE with tasks and deliverables as they relate to development of joint cooperation memoranda. Implementer's activities in this Task 1D include: meeting preparation and attendance; coordination across internal teams at MCE and/or IOUs; research; analysis; writing; and editing.
- E. Post Installation Service.** Implementer will launch a 5-year post installation service for HES participants who receive equipment upgrades and manage the service process from customer inquiry to complete resolution. Implementer will follow policies and procedures in Mode of Operations.
- F. Program Implementation Plan.** Implementer will update the Program Implementation Plan (“PIP”), Program Handbook, and any other necessary Program-related documents to reflect ongoing changes to the Program delivery process and trade ally requirements, and to align with CPUC requirements.
- G. Measure Cost True Up.** Implementer will provide cost documentation to validate measure costs from Program year 2024 compared to Program year 2025 such that MCE and Franklin are in agreement on measure pricing accuracy within this Schedule A.1.
- H. Program Closeout.** If Program is terminated, upon termination of the Program, Implementer will package all project and participant data into a Zip folder and securely transfer it to MCE. Implementer will complete a final Program closeout report and submit it to MCE within 2 business weeks of written notification by MCE of Program termination.

Deliverables:

- Implementer shall:
 - Act in accordance with the Mode of Operations
 - Provide customer service support
 - Onboard, engage with, and mentor participating trade allies in the field
 - Maintain network of trade allies to support Program implementation
 - Conduct annual review and analysis of active trade allies
 - Manage the installation of Program participants' home upgrade measures
 - Provide the following information at least monthly to MCE with the following data sets:
 - Monthly Invoice Template
 - Monthly Program Narrative & Invoice
 - Monthly Customer Compliment/Complaint File
 - File will consolidate compliments and complaints received via all forms of communication including, but not limited to:
 - MCE Post-Install Phone Survey
 - Field Quality Controls
 - Written
 - Verbal when possible
 - Post Install Repair Report
 - Customer contact information
 - Narrative of incident
 - Time and materials documentation
 - Other data points as outlined in the Mode of Operations
 - Monthly Measure QA & \$ total YTD compliance report
 - Monthly year-to-date (YTD) savings work
 - Monthly QA verification template
 - CRM report uploads
 - Provide weekly pipeline information
 - Provide information necessary for the timely implementation of the HES phone survey. This information will be given within 3 business days from the time of the customers' installation of an energy efficiency or electrification measure. Data points provided are:
 - Customer Contact Information
 - Address
 - Customer Intake Date
 - Date of measure installation
 - Installation of measures provided
 - Equipment Model if Applicable
 - Update the following Program-related documents annually and as necessary:
 - Update measure pricing and methodology workbook on an annual basis
 - Review, revise as needed, and send for approval to MCE all Program policies and procedures outlined in the Mode of Operations on at least annual basis, and as policies, procedures, and measures change. Program documents that need at least annual review

include but are not limited to: HES Installation Standards and Manufacturers List. For the Manufacturer List, Implementer shall provide MCE with digital copies of all manufacturer's user guides and manufacturer's warranty documents

- Coordinate with IOUs, BayREN, other Program implementers, and/or local government agencies as applicable
- Complete measure cost true up and work with MCE to adjust prices if needed
- Close out the Program if terminated

Task 2: Application Platform Support

Implementer will collect and maintain data to assist in the avoidance of double-dipping (which occurs when a customer accesses two ratepayer-funded benefits for the same measures). Implementer will complete routine improvements to the application platform that receives, securely stores, and securely transfers all data and documents required for the Program. After platform updates are released, Implementer will identify, address, and resolve application submission and data collection bugs within a reasonable time so that the Program is interrupted as minimally as possible if at all. Implementer will continue to address ongoing bugs and optimize ongoing data collection processes.

Deliverables:

- Implementer shall provide ongoing Program platform support.

Task 3: Quality Assurance and Control

Implementer will:

Quality Assurance.

- Review all initial applications submitted to the Program.
- Coordinate with trade ally and/or potential Program participants about incomplete applications.
- Ensure Program applications are accurate and complete.
- Ensure data is formatted to meet ongoing reporting criteria updates as requested by MCE.

Quality Control.

- Test home for combustion safety.
- Test installed home upgrade measures for quality installation.
- Coordinate return visits as needed.
- Conduct and complete field inspections which will include full reviews of all fieldwork for the first 5 projects submitted per newly added trade ally.
- Conduct and complete random field inspections of 10 percent of home upgrade projects submitted per trade ally after the first 5 projects are reviewed.
- Increase field inspection quality control as needed to ensure safe, quality, and complete installations.

Deliverables:

- Implementer shall continually complete all tasks listed above in Quality Assurance and Quality Control for a minimum of 10% of units served.
- Provide project level supporting documentation on a monthly basis:
 - Customer Acknowledgement Forms
 - Certificates of Completion
 - Project Pictures
 - CAS Forms
 - FQC Forms
 - Documentation related to electrification assessments.

Task 4: Marketing and Outreach

Implementer will:

- Update Marketing & Outreach (M&O) Plan ("M&O Plan") and present updated M&O Plan to MCE Customer Programs and Public Affairs teams for MCE approval within 40 days of commencement date;
- Complete M&O campaign as detailed in the M&O Plan to drive interest in the Program;
- Adjust M&O strategies as needed in coordination with MCE to ensure the Program is maximally enrolled to meet savings, customers served and budget targets;
- Coordinate with local governments, property owners, participating trade allies, and other single-family program implementers as needed to identify good candidates for the Program;
- Coordinate and complete canvassing activity in accordance with Mode of Operations, which are subject to MCE approval, and part of the M&O Plan.

Tactics and timelines will be incorporated into the updated M&O Plan provided by Implementer within 40 days of commencement date to MCE for Public Affairs team approval. The M&O Plan will be approved within two weeks of receipt; MCE may request two additional rounds of edits to the M&O Plan after it is initially received from Implementer.

Deliverables:

- Implementer shall provide M&O, which will be defined in the updated M&O Plan.

- Review, revise as needed, and send for approval to MCE all program policies and procedures outlined in the Mode of Operations document on at least a yearly basis, and as policies, procedures, and measures change

Task 5: Electrification Assessments

Implementer will offer an electrification assessment to Program participants to assess the existing conditions of their homes, identify electrification opportunities and determine feasibility of home upgrades.

Deliverables:

- Implementer shall provide at least 325 electrification assessments.

Task 6: Designated Applicant TECH Rebate Enrollment via Electrification Technical Assistance Fund

Via MCE's Electrification Technical Assistance Fund, MCE will provide up to \$10,500 to Implementer to enroll up to 60 HES participants into the available TECH Rebate program until March 31, 2025. Implementer will layer program incentives by offsetting the cost of the HES heat pump water heater (HPWH) installation by the amount awarded to the Implementer through TECH Rebate enrollment. Implementer will provide full-service customer education, application and enrollment support, help with time-of-use enrollment as needed and customer service until MCE receives confirmation of TECH Rebate enrollment.

Deliverables:

Until March 31, 2025, Implementer shall:

- Enroll up to 60 HES customers in TECH rebate program.
- Offset cost of HES HPWH installation by the amount awarded to Implementer through TECH rebate enrollment in accordance with the amount listed Table C; and
- Track and provide monthly reports on customer information and enrollment numbers.

Task 7: Measures via Community Housing Fund

Via MCE's Community Housing Fund that includes the remainder of \$100,000 from Program year 2024, Implementer will provide measures as listed in Table D (below) before March 31, 2025.

Deliverables:

Until March 31, 2025, Implementer shall:

- Provide the measures included in Table D to additional homes that would not otherwise receive the measures through the Program; and
- Cover costs associated with the measures included in Table D.

Task 8: Measures via Heat Pump Water Heater Incentive Fund

Via MCE's Heat Pump Water Heater Incentive Fund that includes the remainder of \$130,000 from Program year 2024, Implementer will provide the measures as listed in Table E (below).

Deliverables:

Until March 31, 2025, Implementer shall:

- Implementer shall provide measures included in Table E to additional homes that would not otherwise receive the measures through the Program; and
- Cover installation costs associated with the measures included in Table E.

Staff

Key staff who will support the Program include:

- Justin Kjeldsen—Program Management
- Eric Perez—Project Management, Quality Assurance
- Brett Bishop—Trade Ally Engagement, Quality Control
- Tony Jung – Trade Ally Engagement, Quality Control
- Ashley Faircloth —Engineering
- Leonel Campoy—Engineering
- Katie Pearson—Marketing
- Harrison Fegley—Information Management
- Ingrid Victoria—Customer Care Center

The list of key staff members above is subject to change. Should a staff member need to be replaced, Implementer shall ensure that a staff member who has comparable experience serves as the replacement, and MCE shall be notified of the staffing change in writing within four weeks of such replacement.

PAYMENT STRUCTURE

Table A: January to December 2025 HES Program Delivery Billing Schedule (Re. Tasks 1-4)

Task	Payment	Estimated Delivery Date
1. Program Management	Time & Materials Estimate: \$47,052 per month Total Annual NTE: \$564,624	Monthly
2. Application Platform Support	\$5,665 per month Total Annual NTE: \$67,980	Monthly
3. Quality Assurance and Control	QC: \$947 for each unit Total Annual NTE: \$30,304	QC: Per unit, Billed Monthly
4. M&O	Time & Materials Estimate: \$10,270 per month Total Annual NTE: \$123,240	Monthly
Total 2025 HES Program Delivery Budget	\$786,148	Final Delivery for 2025: December 31, 2025

* Upon written approval of MCE Senior Customer Programs Manager, to accomplish the scope of services outlined in this Schedule A.1, funds may shift A) between Tasks 1-4; and B) from HES Program Delivery Budget to Incentive Budget.

Table B: January to December 2025 HES Program Measure Payment and Incentive Budget (Re. Tasks 1 & 5)

Home Upgrade Measure	Payment
Electrification Assessment (325 Assessments)	\$175/each (NTE \$56,875)
Attic Insulation/Seal Attic Plane	\$2.55/ sq ft
Duct Sealing (typ leakage)	\$964.98/project
Duct Seal (High Leakage w/added return)	\$1,654.68/project
Fuel Sub Mini Split Heat Pumps 12k BTU	\$5,728.14/unit
Fuel Sub Mini Split Heat Pumps 18k BTU	\$6,327.55/unit
Fuel Sub Heat Pump HVAC 3 ton	\$11,442.97/unit
Fuel Sub Heat Pump HVAC 4 ton	\$12,366.34/unit
Fuel Sub Heat Pump HVAC 5 ton	\$13,363.83/unit
Smart Thermostat	\$376.31/project
Fuel Sub Heat Pump Water Heater 40G	\$6,340.40/unit
Fuel Sub Heat Pump Water Heater 50G	\$7,425/unit
Fuel Sub Heat Pump Water Heater 66G	\$8,250/unit
Induction Stoves w/ Home Run	\$3,600/project
Heat Pump Dryers	\$2,200/unit
Washers	\$1,500/unit
Deeply Buried Ducts	\$3.60/sq ft
Permit Inspection	\$300/project
Total Incentive Budget*	\$2,151,715

* Budget to be spent down in accordance with measure quantities approved by MCE.

Table C: January to March 2025 Payment Structure for Designated Applicant TECH Program Enrollment via Electrification Technical Assistance Fund (Re. Task 6)

Payment	Delivery Date
\$175 per every 1 HES customer enrolled in TECH Rebate***	Billed monthly, per enrollment
NTE \$10,500	Final Delivery by March 31, 2025

***Implementer must identify on invoices when monies from the Electrification Technical Assistance Fund are being used by labeling the expense "Electrification Technical Assistance Fund Enrollment".

Table D: January to March 2025 Community Housing Funds (Re. Task 7)

Incentive Measures	Per Measure Cost***	Estimated Delivery Date
<u>Minor Electrical Repair</u>	\$1,200/unit	Billed monthly, per cost of installation incurred
<u>Moderate electrical repair</u>	\$1,600/unit	Billed monthly, per cost of installation incurred

<u>Moderate Drainage</u>	\$600/unit	Billed monthly, per cost of installation incurred
<u>Ductwork replacement</u>	\$500/unit	Billed monthly, per cost of installation incurred
NTE \$66,400		Final Delivery by March 31st, 2025

***Implementer must identify on invoices when monies from the Community Housing Fund are being used by labeling the expense "Com Housing Fund".

Table E: January to March 2025 Heat Pump Water Heater Incentive Funds (Re. Task 8)

Incentive Measures	Per Measure Cost***	Estimated Delivery Date
Heat Pump Water Heater Install	\$4,000/unit	Billed monthly, per cost of installation incurred
Heat Pump Mini-Split Install	\$2,300/unit	Billed monthly, per cost of installation incurred
NTE \$65,700		Final Delivery by March 31st, 2025

***Implementer must identify on invoices when monies from the Heat Pump Water Heater Incentive Fund are being used by labeling the expense "HPWH Incentive Fund".

Table G: 2025 Funds for HES Program

Implementation	Total
HES Program Delivery	\$786,148
HES Incentives	\$2,151,715
Electrification Technical Assistance Fund	\$10,500
Community Housing Fund	\$66,400
Heat Pump Water Heater Incentive Fund	\$65,700
Total	\$3,080,463

Billing:

Implementer shall bill monthly and according to the payment schedule listed herein and the rate schedule listed in Exhibit B of the Agreement. In no event shall the total cost to MCE for the Services provided under this Statement of Work exceed the maximum sum of **\$3,080,463** for the term of the Agreement.

Term of Statement of Work:

This Statement of Work shall commence on **January 1, 2025**, and shall terminate on **December 31, 2025**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Third Amended and Restated Schedule A.1 on the date first above written.

APPROVED BY

Marin Clean Energy:

By:

Name:

Date:

By:

Chairperson

Date:

IMPLEMENTER:

By:

Name:

Date:

MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND FRANKLIN ENERGY SERVICES, LLC

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into on April 20, 2023 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and Franklin Energy Services, LLC, a Delaware limited liability company with principal address at: 102 North Franklin Street, Port Washington, WI 53074 (hereinafter referred to as "Implementer") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Implementer to provide the services described in this Agreement and each statement of work ("Statement of Work"), which shall be considered Schedules hereto, which are attached hereto and by this reference made a part hereof ("Services");

WHEREAS, MCE and Franklin Energy had a previous agreement, known as the "Third Agreement by and between Marin Clean Energy and Franklin Energy Services, LLC" dated December 3, 2021 ("Third Agreement"), which is hereby terminated as of April 20, 2023, and replaced with this Master Service Agreement. MCE and Franklin agree that the termination period required by the Third Agreement between the parties has been waived to accommodate such immediate termination and start of this new Agreement.

WHEREAS, Implementer desires to provide the Services to MCE;

WHEREAS, Implementer warrants that it is qualified and competent to render the Services set forth herein;

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:

Implementer agrees to provide all of the Services in accordance with the terms and conditions of this Agreement and each Statement of Work entered into by the Parties. The form of Statement of Work is set forth as **Exhibit A**. Services shall also include any other work performed by Implementer pursuant to this Agreement and Statement of Work. In connection with Implementer's provision of the Services, MCE agrees to make available to Implementer all pertinent data and records for review.

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"). Implementer shall provide MCE with Implementer's Federal Tax I.D. number prior to submitting the first invoice. Implementer is responsible for billing MCE in a timely and accurate manner. Implementer 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 identified in each Statement of Work.

4. TERM OF AGREEMENT:

This Agreement shall commence on **April 20, 2023** ("Effective Date") and shall terminate on **December 31, 2028**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. IMPLEMENTER REPRESENTATIONS AND WARRANTIES. Implementer represents, warrants and covenants that (a) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of **Delaware**, (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, Implementer shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions affecting Services that it provides under this Agreement ("Applicable Law")

5.3. LICENSING. At all times during the performance of the Services, Implementer 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. Implementer shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

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

5.5. PERFORMANCE ASSURANCE; BONDING. At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all bonding requirements of the California Implementers State License Board ("CSLB"), as may be applicable.

5.6. SAFETY. At all times during the performance of the Services, Implementer represents, warrants and covenants that it shall:

- a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
- b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
- c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Implementer from time to time;
- d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;
- e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Implementer from time to time;
- f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
- g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.

5.7. BACKGROUND CHECKS.

- a) Implementer hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Implementer (each, a "Implementer Party," and, collectively, the "Implementer Parties") having or requiring access to MCE's assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.
- b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Implementer permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or

rackeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations ("RICO") Statute (18 U.S.C. Sections 1961-1968)).

- c) To the maximum extent permitted by applicable law, Implementer shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.
- d) To the extent permitted by applicable law, Implementer shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Implementer shall also immediately prevent that employee, representative, or agent from performing any Services.

5.8. FITNESS FOR DUTY. Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Implementer shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

5.9. QUALITY ASSURANCE PROCEDURES. Implementer shall comply with the following requirements (the "Quality Assurance Procedures"): Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

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

5.11. ACCESS TO CUSTOMER SITES. Implementer shall be responsible for obtaining any and all access rights for Implementer Parties, from customers and other third parties to the extent necessary to perform the Services. Implementer shall also procure any and all access rights from Implementer Parties, customers and other third parties in order for MCE and CPUC employees, representatives, agents, designees and contractors to inspect the Services.

6. INSURANCE:

At all times during the Term and the performance of the Services, Implementer 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 updated before final payment may be made to Implementer. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation, except for ten (10) days' notice for non-payment of premium. Implementer will provide advance written notice to MCE of any reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only.

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

Should Implementer 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 Implementer for any Services provided during any period of time that insurance was not in effect and until such time as the Implementer provides adequate evidence that Implementer has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Implementer shall maintain a commercial general liability insurance policy in an amount of no less than **two million dollars (\$2,000,000) with a four million dollar (\$4,000,000) 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 Implementer in order to perform said Services, Implementer 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 Implementer 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 Implementer 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. PRIVACY AND CYBERSECURITY LIABILITY. Implementer shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence.

7. INTENTIONALLY OMITTED.

8. SUBCONTRACTING:

The Implementer 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 the applicable SOW. If Implementer hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall comply with the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, and the applicable SOW.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Implementer contained in Section 5 hereof (only as, and if, applicable to the services to be provided by Subcontractor, and as may be modified to be applicable to Subcontractor, including 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 Implementer under this Agreement, and shall name MCE as an additional insured under such policies. Implementer 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.

Implementer 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, Implementer 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 Implementer of any of its duties or obligations under this Agreement. Implementer's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Implementer. 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:

Implementer 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"). Provided that MCE has agreed in writing to confidentiality terms acceptable to Implementer to protect the confidentiality of such 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 Implementer's premises or, at MCE's option, Implementer shall provide all records within a maximum of thirty (30) days upon receipt of written request from MCE. Implementer shall refund any monies erroneously charged. Implementer 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. DEFINITION OF "MCE 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 Implementer 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 Implementer. MCE Data shall also include all data and materials provided by or made available

to Implementer 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.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **April 12, 2023**.

10.2. DEFINITION OF "PERSONAL INFORMATION". "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Implementer shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

10.3. MCE DATA SECURITY MEASURES. Prior to Implementer receiving any MCE Data, Implementer shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **April 12, 2023**, and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Implementer to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

10.4. IMPLEMENTER DATA SECURITY MEASURES. Additionally, Implementer shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

10.5. RETURN OF MCE DATA. Promptly after this Agreement terminates, (i) Implementer shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any). Notwithstanding the foregoing, Implementer may retain whatever MCE Data or Confidential Information is necessary to exercise any of Implementer's surviving rights or obligations hereunder.

10.6. 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.
- 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 Implementer or any Implementer Party under this Agreement with MCE funds ("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. In addition, Implementer may keep file reference copies of all Intellectual Property and all documents prepared by Implementer for MCE so long as MCE data is not included.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Implementer 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) **Implementer's Pre-Existing Materials.** If, and to the extent Implementer incorporates any preexisting ownership rights ("Implementer's Pre-Existing Materials") in any of the materials furnished or used to create, develop, and prepare the Intellectual Property, Implementer hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free license to use any such Implementer's Pre-Existing Materials 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, Implementer shall retain all of its rights, title and interest in Implementer's Pre-Existing Materials, including improvements thereto and derivatives thereof. Any and all claims to Implementer'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.

Implementer's Pre-Existing Materials include:

- Green Point Rated (GPR) and associated system components and curriculum
- Energy and Electrification Assessment tool
- Climate Calculator
- Energy and Water calculator.
- Implementer's Desktop Review Tools

- Healthy Home Connect
- California Multifamily Existing Building training content
- NGAGE™ system software, including Efficiency Manager™, Efficiency Contact™, and Efficiency Clipboard™

10.7. 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 seek immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and Implementer shall have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of Implementer's Pre-Existing Materials or Implementer Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

Implementer shall be excused for failure to perform Services herein if such Services are prevented by acts of God, strikes, labor disputes or other forces over which Implementer has no control and is actually so prevented from performing.

12. TERMINATION:

- 12.1.** If the Implementer fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any Applicable Law which applies to its performance hereunder, then MCE may terminate this Agreement by giving twenty (20) business days' written notice to Implementer, provided that Implementer does not cure such default within such twenty (20) day period after receipt of notice from MCE.
- 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 Implementer, the Implementer 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 Services. Implementer 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, Implementer shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.6(b)) prepared for MCE that MCE has paid for 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.** Intentionally Omitted.
- 12.6.** Upon termination of this Agreement for any reason, Implementer shall and shall cause each Implementer Party to bring the Services to an orderly conclusion as directed by 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, 21, 22, 24, 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 Implementer and may not be transferred or assigned without the express prior written consent of MCE, provided, however, that Implementer may in its discretion assign this Agreement or any of its rights under this Agreement to any parent, subsidiary or affiliated business entity of Implementer, with timely written notice to 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 Implementer'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 Implementer 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 Implementer cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Implementer shall have the right to pursue all rights and remedies that may be

available at law or in equity. In particular, Implementer shall have right to request arbitration or mediation to resolve the dispute and MCE shall be required to participate in arbitration or mediation in good faith. 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, Implementer shall indemnify, defend, and hold MCE and its employees, officers, and agents ("MCE Parties"), harmless from and against any and all claims, liabilities, losses, and damages (including, but not limited to, reasonable litigation costs, attorney's fees and costs, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Implementer Parties; b) the failure of a Implementer 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 Implementer Party, provided however, that if such claim, liability, loss or damage is caused by the negligence, recklessness or willful misconduct of both MCE and Implementer, then Implementer's indemnification obligation shall be limited to the proportional extent that such liabilities arise from Implementer's negligence, recklessness or willful misconduct.

EXCEPT WITH REGARD TO IMPLEMENTER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL IMPLEMENTER BE LIABLE HEREUNDER FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

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 Implementer Party shall have rights, nor shall any Implementer 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
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All other notices shall be given to MCE at the following location:

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901

Email Address:	contracts@mcecleanenergy.org
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Telephone No.:	(925) 378-6767
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Notices shall be given to Implementer at the following address:

Implementer:	Dean Laube
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Address:	102 North Franklin Street
	Port Washington, WI 53074

Email Address:	dlaube@franklinenergy.com
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Telephone No.:	(715) 304-0366
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With a copy to:

Implementer:	Corporate Counsel
Address:	102 North Franklin Street Port Washington, WI 53074
Email Address:	legal@franklinenergy.com
Telephone No.:	(262) 284-3838

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 checked="" 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"/>	Form of Statement of Work		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Rate Schedule		
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Energy Efficiency Program Terms		

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:

Implementer 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 Implementer Party. Neither MCE nor any Implementer 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. INTENTIONALLY OMITTED.

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, Implementer agrees to provide

information to MCE regarding Implementer'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, Implementer agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: <https://form.asana.com/?k=jSGYk4x3sf2dHfSzywc2fg&d=163567039999692> (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, Implementer 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. Implementer shall provide all such information in the timeframe reasonably requested by MCE.

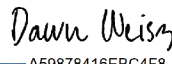
28. COUNTERPARTS:

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

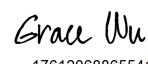
Marin Clean Energy:

DocuSigned by:
By: 
A59878416EB4F8...
Name: Dawn Weisz

Title: CEO

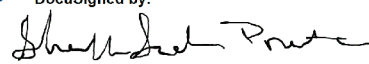
Date: 4/25/2023

CONTRACTOR:

DocuSigned by:
By: 
176120688655418...
Name: Grace Wu

Title: COO

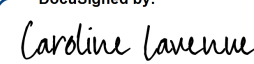
Date: 5/24/2023

DocuSigned by:
By: 
5185F1BAECF0439...
Chairperson
Date: 4/25/2023

MODIFICATIONS TO MASTER SERVICES AGREEMENT SHORT FORM

☒ Master Services Agreement Form Content Has Been Modified

List sections affected: 1, 5.1, 5.2, 5.5, 5.10, 6, 7 (omitted), 8, 9, 10.5, 10.6(b) and (d), 10.7, 11, 12.1, 12.3, 12.5 (omitted), 12.6, 13, 15, 17, and 23 (omitted)

DocuSigned by:
Approved by MCE Counsel: 
A90D5C36DBF141C...

Date: 5/4/2023

EXHIBIT A
FORM OF STATEMENT OF WORK

Statement of Work – Schedule A.[#]

This Schedule A._ ("Schedule A.1" or "Statement of Work" or "SOW") is entered into on **[Date]** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and FRANKLIN ENERGY SERVICES, LLC, hereinafter referred to as "Implementer", dated **April 20, 2023** ("Agreement").

Implementer shall provide the following Services under the Agreement as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Statement of Work:

[List scope of services]

Billing:
Implementer shall bill monthly and according to the rate schedule listed in Exhibit B of the Master Services Agreement dated **DATE**. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$0,000** for the term of the Agreement.

Term of Statement of Work:
This Statement of Work shall commence on **DATE** and shall terminate on **DATE**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.1 on the date first above written.

APPROVED BY
Marin Clean Energy:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____

EXHIBIT B
RATE SCHEDULE

For Services provided under this Agreement, MCE shall pay Implementer in accordance with the rate schedule as specified below and in accordance with the payment structure listed in a Statement of Work:

Implementer Key Staff Rates		
Name	Title	Hourly Rate (\$/hour)
Isai Reyes	Senior Program Manager	\$160
Justin Kjeldsen	Pacific Regional Director	\$165
Eric Perez	Project Specialist	\$85
Brett Bishop	Director of Contract Services	\$165
Nic Schueller	Engineering Manager	\$101.50
Leonel Campoy	Engineering Manager	\$101.50
Danna Perry	Marketing Manager	\$90
Harrison Fegley	IT Project Manager	\$160
Delfino Quezada	Customer Care Center Supervisor	\$80

Implementer shall bill according to these rates and the payment structure listed in a Statement of Work. Implementer shall not exceed the maximum contract sum listed in any Statement of Work.

EXHIBIT C

Energy Efficiency Program Terms

The terms below shall apply to all Implementer Parties providing Services under the Home Energy Savings ("Program").

1. BILLING, ENERGY USE, AND PROGRAM TRACKING DATA.

- a) Implementer shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the Program and Project evaluation, measurement, and verification ("EM&V"). For the avoidance of doubt, it is the responsibility of Implementer to be aware of all CPUC requirements applicable to the Services of this Agreement.
- b) Implementer shall make available to MCE upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.
- c) Implementer shall make available to MCE any revisions to Implementer's program theory and logic model ("PTLM") and results from its quality assurance procedures, and comply with all MCE EM&V requirements, including reporting of progress and evaluation metrics.

2. WORKFORCE STANDARDS.

At all times during the Term of the Agreement, Implementer shall comply with, and shall cause all Implementer Parties to comply with, the workforce qualifications, certifications, standards and requirements set forth in this Exhibit C, Section 2 ("Workforce Standards"). The Workforce Standards shall be included in their entirety in MCE's Final Implementation Plan. If applicable, "Final Implementation Plan" is defined in the deliverables for the Services listed in the applicable SOW. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by MCE, Implementer shall provide all documentation necessary to demonstrate to MCE's reasonable satisfaction that Implementer has complied with the Workforce Standards.

3. COORDINATION WITH OTHER PROGRAM ADMINISTRATORS.

Implementer shall coordinate with other Program Administrators, including investor-owned utilities and local government agencies authorized by the CPUC to implement CPUC-directed energy efficient programs, administering energy efficiency programs in the same geographic area as MCE. These other Program Administrators include: Pacific Gas and Electric Company and Bay Area Regional Energy Network. The CPUC may develop further rules related to coordination between Program Administrators in the same geographic area, and any Implementer is required to comply with such rules.

4. MEASUREMENT AND VERIFICATION REQUIREMENTS, INCLUDING GUIDELINES ABOUT NORMALIZED METERED ENERGY CONSUMPTION ("NMEC") DESIGN REQUIREMENTS

Implementer shall:

1. Only enroll customers that qualify for Program services.
2. Comply with current policies, procedures, and other required documentation as required by MCE;
3. Report Customer Participation Information to MCE.
4. Work with MCE's evaluation team to define Program-specific data collection and evaluability requirements, and in the case of NMEC which independent variables shall be normalized.

Throughout the Term, MCE may identify new net lifecycle energy savings estimates, net-to- gross ratios, effective useful lives, or other values that may alter Program Net Lifecycle Energy Savings, as defined in the applicable SOW, if applicable. Implementer shall use modified values upon MCE's request, provided MCE modifies Implementer's Program budget and/or overall Program net lifecycle Energy Savings consistent with the requested change. MCE shall determine any budget increases or decreases in its sole discretion.

For Programs claiming to-code savings: Implementer shall comply with Applicable Law and work with MCE to address elements in its Program designs and Implementation Plans, such as:

1. Identifying where to-code savings potential resides;
2. Specifying which equipment types, building types, geographic allocations, and/or customer segments promise cost-effective to-code savings;
3. Describing the barriers that prevent code-compliant equipment replacements;
4. Explaining why natural turnover is not occurring within certain markets or for certain technologies; and
5. Detailing the program interventions that would effectively accelerate equipment turnover.

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND FRANKLIN ENERGY SERVICES, LLC

This FIRST AMENDMENT is made and entered into on 12/21/2023, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and FRANKLIN ENERGY SERVICES, LLC (hereinafter referred to as "Implementer").

RECITALS

WHEREAS, MCE and Implementer entered into a master services agreement on April 20, 2023, to provide Home Energy Savings (HES) Program implementation services ("Agreement"); and

WHEREAS Exhibit B to the Agreement specified the fee and payment schedule MCE would use to compensate Implementer for the HES Program implementation services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to modify the fee and payment schedule therein.

NOW, THEREFORE, the parties agree to remove and replace Exhibit B as set forth below.

AGREEMENT

- The fee and payment schedule in Exhibit B is hereby removed and replaced in its entirety to read as follows:

EXHIBIT B RATE SCHEDULE

For Services provided under this Agreement, MCE shall pay Implementer in accordance with the rate schedule as specified below and in accordance with the payment structure listed in a Statement of Work:

Implementer Key Staff Rates

Name	Title	Hourly Rate (\$/hour)
Isai Reyes	Senior Program Manager	\$176
Justin Kjeldsen	Pacific Regional Director	\$181.50
Eric Perez	Project Specialist	\$93.50
Brett Bishop	Director of Contract Services	\$181.50
Nic Schueller	Engineering Manager	\$111.65
Leonel Campoy	Engineering Manager	\$111.65
Danna Perry	Marketing Manager	\$99
Harrison Fegley	IT Project Manager	\$181.50
Ingrid Victoria	Customer Care Center Supervisor	\$93.50

Implementer shall bill according to these rates and the payment structure listed in a Statement of Work. Implementer shall not exceed the maximum contract sum listed in any Statement of Work.

- Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: A59878416EBC4F8...

Date: 12/21/2023

CONTRACTOR:

By: 176120688655418...

Date: 12/21/2023



December 6, 2024

TO: MCE Technical Committee

FROM: Javier Montalbo, Customer Programs Manager

RE: Proposed Schedule A.4 to the Master Services Agreement with Association for Energy Affordability, Inc. (Agenda Item #05 C.4)

ATTACHMENTS: A. Schedule A.4 to the Master Services Agreement with Association for Energy Affordability, Inc.
B. Master Services Agreement with Association for Energy Affordability, Inc.
C. First Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
D. Second Amendment to the Master Services Agreement with Association for Energy Affordability, Inc.
E. Third Amendment to the Master Services Agreement with Association for Energy Affordability, Inc.

Dear Technical Committee Members:

Summary:

MCE has a Master Services Agreement (MSA) with the Association for Energy Affordability (AEA) to perform implementation services for several of MCE's residential and multifamily energy efficiency programs and Green Workforce Pathways (GWP) program. The proposed Schedule A.4 would extend AEA's role in the implementation of MCE's GWP program through the end of 2025.

Background

The GWP program is part of MCE's portfolio of California Public Utility Commission (CPUC) funded energy efficiency programs. The goal of the GWP program is to provide training to contractors on best practices in electrification and to support new workforce entrants in securing on the job, paid training. AEA's scope would include workforce engagement, education, and electrification training support. Since 2020, GWP has supported over 200 job seekers to develop skills to enter the clean energy workforce, helping to create more than 6,240 job hours with electrification and energy efficiency contractors. The not-to-exceed budget associated with the proposed Schedule A.4 is \$351,582.

Fiscal Impacts:

If approved, expenditures related to the proposed Schedule A.4 to the MSA with AEA would be funded from energy efficiency program funds allocated to MCE by the CPUC.

Recommendation:

Approve the proposed Schedule A.4 to the MSA with AEA.

Schedule A.4

Statement of Work for Green Workforce Pathways Program

This Schedule A.4 is entered into on _____ pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ASSOCIATION FOR ENERGY AFFORDABILITY, INC., hereinafter referred to as "Contractor", dated March 18, 2021 ("MSA").

Overview:

Contractor will provide the following technical assistance Services as part of the Green Workforce Pathways program ("Program") as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Schedule A.4:

The goal of the Program is to further develop the electrification/energy efficiency industry by:

- Providing education and training on electrification and energy efficiency to: residential service contractors working in heating, ventilation, and air conditioning ("HVAC") or plumbing; local job seekers in these fields; and other stakeholders; and
- Providing local job seekers with on-ramps to energy efficiency and electrification careers via career coaching and/or paid workforce placements with residential service contractors.

There are two distinct, simultaneous portions of the Program: the local job seeker portion and the residential service contractor portion. Strategic Energy Innovations ("SEI"), or a different, similar entity as designated by MCE, will manage the local job seeker portion of the Program, and Contractor will manage the residential service contractor portion of the Program.

Defined Terms:

"Building Electrification Clubhouse" = A free monthly event place that provides opportunities for job seekers to build their networking and professional development skills, and for contractors to learn about trends in the larger building electrification movement, especially as it pertains to local policy that affects their day-to-day.

"Employer(s)" = Residential service contractors.

"Green Workforce Pathways Metrics Tracker" = Tool that Contractor uses to track Program metrics.

"High Performance Building Module" = A comprehensive, self-paced online course that covers building performance, energy efficiency and electrification designed by Contractor.

"Local Training Partners" = Workforce training partners including but not limited to RichmondBUILD, Rising Sun Center for Opportunity, or West Contra Costa Adult School.

"Manufacturer" = Heat pump manufacturers offering trainings on how to install their products. Contractor will be provided a stipend for Employers to attend these trainings per Program guidelines laid out below in Task 3A.

"Next GEN Trades" = A program providing diverse vocational construction training, which includes energy efficiency and electrification topics and work/life skills to disadvantaged young adults age 18-24 within Marin City, Canal District of San Rafael and West Marin.

"Program" or "GWP" = Green Workforce Pathways program (formerly known as Workforce Education and Training program)

"Program Participants" or "Participant" = Local job seekers participating in the Program

Tasks:

Task 1: Administration

Contractor will:

- Manage Program coordination meetings
 - Topics covered in the Program coordination meetings could include budgets, reporting, invoicing, planning or other Program-wide issues
 - Contractor will engage with SEI as well as any other Program partners as needed to successfully manage the Program coordination meetings
- Maintain GWP Metrics Tracker by updating the spreadsheet on a monthly basis
- Respond to general inquiries and California Public Utilities Commission (CPUC)-issued data requests regarding the Program
- Complete Program accounting and invoicing
- Contribute to Program strategy development and implementation
- Assist in development of CPUC-required budget advice letters and other Program reports and applications as needed

- Develop new Program offerings
- Collaborate on Program development with Program partners on a regular and ongoing basis
- Develop reports and documentation monthly, quarterly or as needed by MCE on overall Program achievements
- Manage all aspects of subcontractors' work, including implementation of all scopes of work and tracking and reporting out on impact of subcontractors' work

Task 2: Employer Engagement and Recruitment

Contractor will:

- Perform outreach to Employers to recruit them for manufacturer trainings and for pairing with Program Participants.
- Collaborate with SEI on Employer recruitment.
- After initial outreach with Employer(s), Contractor will attend a field meeting (described in Task 4) at the Employer's job site.
- After field meeting attendance, the Employer will fill out relevant MCE paperwork and Contractor will provide the Employer information to SEI. SEI will complete the final steps to enroll the Employer in the Program.
- Contractor will collaborate with Building Electrification Clubhouse partners to help recruit additional Employers to join the Clubhouse (a monthly workshop for building industry professionals), promote the Program to building electrification industry leaders, and encourage Program Participants to take advantage of these professional development opportunities.

2025 Task 2 Deliverables:

- A minimum of thirty (30) Employers will be engaged to encourage participation and up to thirteen contractors (13) will be enrolled in the paid workforce experience of the Program.
- Contractor will aim to recruit 1/3 of the Employer participants that are smaller businesses with barriers in comparison to other employers, e.g BIPOC owned businesses, employers with focus on DEI inclusion, and veteran-owned businesses.
- Contractor will collaborate with SEI to develop marketing collateral to communicate expectations for both Participants and Employers who wish to hire Participants. The marketing collateral will also educate GWP Participants on the Program's offerings.'
- Contractor will provide an outreach calendar for the 2025 calendar year with opportunities for in-person events as well as other opportunities for Participants to have face time with Employers.
- Contractor will collaborate with Building Electrification (BE) Clubhouse partners to help recruit more Employers in the audience to join the Clubhouse, promote GWP to building electrification industry leaders, and to encourage GWP Participants to take advantage of these professional development opportunities.
- Contractor will attend at least 7 BE Clubhouse events as support and provide information on the GWP Program to event attendees. Contractor will promote the BE Clubhouse events as an additional opportunity for GWP Participants to learn about key building electrification topics and develop key relationships within the industry. Contractor will also promote the GWP Program to event attendees, thus expanding outreach efforts to a variety of stakeholders.
- Contractor and MCE will coordinate progress toward these goals during regular check-ins and with MCE approval, adjust as necessary to best meet the ongoing needs of the Program and Program Participants.

Task 3A: Workforce Education

Manufacturer Trainings: Contractor will work with heat pump manufacturers to identify eligible heat pump manufacturer trainings which can be utilized by Employers' staff. Trainings may cover sizing, installation, and/or servicing of heat pumps. Trainings may be conducted in person or online. Contractor will help facilitate Employers' staff enrollment in eligible heat pump manufacturer training as necessary. Contractor will create an Employer Training and Stipend Request Form for Employers to complete that will list staff members attending the training and other pertinent information. MCE will use the completed

Employer Training and Stipend Request Form to pre-screen Employers' staff and approve the Employers' staff who will attend the training.

Contractor will provide a stipend to Employers for Employers' staff who participate in manufacturer trainings when the Employer provides proof of course completion to Contractor. The approved Employer stipend amount will be identified in the approved Employer Training and Stipend Request Form and may be informed by but is not limited to the Employer's incurred training registration costs, Employer's staff payroll costs incurred during training attendance, and/or agreed upon lost-opportunity costs for having Employer's staff attend a training rather than performing Employer revenue-generating installation services. Contractor will be responsible for issuing the stipend payment to the Employer. MCE will subsequently reimburse Contractor for the approved stipend costs as a pass-through expense as documented in Contractor invoices to MCE.

High Performance Building Module: Contractor will also provide access to Contractor's online High Performance Building Module to Program Participants as well as Employers. There may also be opportunities for in-person trainings depending on the needs of the Program.

Pursuant to MSA 10.6(d), Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Nothing herein shall affect or diminish the rights of Contractor with respect to its own Pre-Existing Materials, which, for the avoidance of doubt, include ownership of the High-Performance Building Module.

Miscellaneous Trainings: Contractor will provide up to two (2) additional trainings on electrification and building science as requested by local training partners, either online or in person, depending on needs of local training partner.

Task 3B: Training the Next Generation Project Charter

Contractor, in partnership with the LIME foundation, will create training content to meet learning objectives to deliver electrification training for the Next GEN Trades cohort.

2025 Task 3B Deliverables:

Manufacturer Trainings: Contractor will provide a stipend for at least ten (10) manufacturer trainings as budget allows. Contractor will document the following information on Manufacturer trainings funded through the Program:

- Number of Employer staff trained
- Employer Business name
- Training date
- Training topic
- Stipend Amount

Contractor will provide a list of requirements for Manufacturer trainings to provide specifications on what will be needed.

High Performance Building Module: Contractor, in partnership with SEI, will register at least three (3) Program Participants in the High-Performance Building Module training.

Miscellaneous Training: Contractor will deliver in-person training for interested workforce partners as applicable. Contractor will track the following information for any in-person trainings given:

- Workforce Partner Agency
- Program
- Date
- Number of students that attended
- Contractor-instructor name

RichmondBUILD Training: Contractor, in partnership with the City of Richmond, will deliver three (3) in-person trainings during 2025. Each training will be delivered by Contractor and will last for four (4) full days. This training course will provide basic knowledge of the energy efficiency industry and provide job opportunities to training Participants interested at the end of each cohort. Contractor will provide course content and an exam at the end.

Training 1: Around February 2025

Training 2: Around June 2025

Training 3: Around October 2025

Task 3C: Next Gen Trades Training

Contractor will provide trainings as needed for LIME Foundation program participants.

2025 Task 3B Deliverables: During 2025, Contractor will deliver two (2) trainings and coordinate on any further training materials needed by the LIME foundation staff.

Task 4: Employer Field Meetings

Once Contractor has engaged with Employer, Contractor will conduct a field meeting either in-person or virtually.

Each Employer's field meeting will consist of one session lasting up to two hours. Contractor will join Employer out in the field to share electrification and home performance best practices. Virtual field meetings will be performed when in-person field meetings are not possible. Contractor will track and report on the number of field meetings conducted monthly.

Contractor will also use this time in the field with Employers to gain more insight into barriers to electrification and high-performance building work. The information gathered will be used to: (a) inform future Program design; and (b) help identify the practical barriers to heat pump adoption that the installation community faces.

Topics covered in the field meeting may include but are not limited to:

- Geographic area that Employer serves
- What Employers are looking for in a Program Participant
- Understanding Employers' business practices and their typical scopes of work, including new hires' tasks and goals
- Ensuring that Employer supports decarbonization
- Building science fundamentals:
 - Building Performance Institute (BPI) combustion safety & depressurization
 - Air sealing & insulation
 - Health & safety best practices as it relates to electrification and EE upgrades
 - Heat transfer and thermodynamics
- Trade- or measure-specific best practices (as needed) for replacing gas appliances with heat pump technologies including:
 - Ductless mini-split heat pumps
 - Heat pump water heaters (individual and/or central)
 - Electric induction cooking
- Trade- or measure-specific best practices for installing measures to increase efficiency, including but not limited to:
 - Air sealing- space and ducts
 - Insulation- space and ducts
 - Hot water recirculation controls

After Employer has completed their field meeting and Contractor has received their required paperwork, Contractor will introduce Employer to SEI.

Contractor will work with SEI to assist Employers in their completion of all required paperwork, and coordinate with SEI to ensure SEI has all materials required to match Employers with Participants for paid workforce placement.

2025 Task 4 Deliverables:

- Conduct Field Meetings with up to (13) Employers and coordinate with SEI in order to recruit Employers into the Program.

Special Terms:

Contractor agrees, and shall cause its subcontractors to agree, to not make any written or verbal statements about MCE that are disparaging, untrue, or inaccurate; doing so will allow MCE to terminate this Schedule A.4 pursuant to Section 12 of the Master Services Agreement.

Billing:

For all tasks listed above, Contractor shall bill monthly on a time and materials (T&M) basis for all Services rendered the month prior according to the following hourly rate schedule:

RATE SCHEDULE	
Contractor Position Title	MCE Rate
Senior Director	\$283
Director	\$211
Associate Director	\$181
Senior Manager	\$179
Manager	\$169
Senior Associate	\$155
Associate	\$137
Coordinator	\$124

2025 Budget

For Services provided under this Schedule A.4, Contractor shall bill monthly for all the hours and expenses rendered the month prior according to the tasks/subtasks in the Fee Schedule below and the Rate Schedule included above. *

	<u>FEE SCHEDULE</u>	
Task	Definition	Estimated Budget
Task 1	Administration	\$20,000
Task 2	Employer Engagement and Recruitment	\$188,000
Task 3A	Workforce Education	\$111,100
Task 3B	Workforce Education - "Training the Next Generation Charter"	\$11,756
Task 4	Employer Field Meetings	\$20,726
Total:		\$351,582

*Fees billed shall include any necessary materials and mileage for onsite visits at the applicable

standard California reimbursement rates (available at calhr.ca.gov).

In no event shall the total cost to MCE for the Services provided under this Statement of Work exceed the maximum sum of **\$351,582** for the term of the Agreement.

Term of Statement of Work:

This Statement of Work, as amended and restated, shall commence on **Jan 1, 2025**, and shall terminate on **December 31, 2025**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.4 on the date first above written.

**APPROVED BY
MARIN CLEAN ENERGY:**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Chairperson

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

MASTER SERVICES AGREEMENT

BY AND BETWEEN

MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into on **March 18, 2021** by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA), a **California corporation** with principal address at: **5900 Hollis Street, Emeryville, CA 94608** (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 statements of work ("Statement of Work") to be agreed by the Parties, in form and substance as set forth on **Exhibit A** attached hereto and which shall be considered Schedules hereto;

Each Statement of Work executed by and between the Parties are 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 identified in each Statement of Work.

4. TERM OF AGREEMENT:

This Agreement shall commence on **March 18, 2021** ("Effective Date") and shall terminate on **March 31, 2023**, 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** duly organized, validly existing and in good standing under the laws of the State of **California**, (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, schedules 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, schedule 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. PERFORMANCE ASSURANCE; BONDING (REQUIRED IF CHECKED ☐).** 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 bonding requirements of the California Contractors State License Board ("CSLB"), as may be applicable. Regardless of the specific Services provided, Contractor shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.
- 5.6. SAFETY (REQUIRED IF CHECKED ☒).** At all times during the performance of the Services, Contractor represents, warrants and covenants that it shall:
- (a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
 - (b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
 - (c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Contractor from time to time;
 - (d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;
 - (e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Contractor from time to time;
 - (f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
 - (g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.
- 5.7. BACKGROUND CHECKS (REQUIRED IF CHECKED ☒).**
- (a) Contractor hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") having or requiring access to MCE's assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.
 - (b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Contractor permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations ("RICO") Statute (18 U.S.C. Sections 1961-1968)).

(c) To the maximum extent permitted by applicable law, Contractor shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.

(d) To the extent permitted by applicable law, Contractor shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Contractor shall also immediately prevent that employee, representative, or agent from performing any Services.

5.8. FITNESS FOR DUTY (REQUIRED IF CHECKED ☒). Contractor shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Contractor shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

5.9. QUALITY ASSURANCE PROCEDURES (REQUIRED IF CHECKED ☒. Contractor shall comply with any Quality Assurance Procedures provided by MCE. Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

5.10. 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.

5.11. ACCESS TO CUSTOMER SITES (REQUIRED IF CHECKED ☒. Contractor shall be responsible for obtaining any and all access rights for Contractor Parties, from customers and other third parties to the extent necessary to perform the Services. Contractor shall also procure any and all access rights from Contractor Parties, customers and other third parties in order for MCE and CPUC employees, representatives, agents, designees and contractors to inspect the Services.

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 **two million dollars (\$2,000,000) with a four million dollar (\$4,000,000)** 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 (REQUIRED IF CHECKED ☒. 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 (REQUIRED IF CHECKED ☐). 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.

6.5. PRIVACY AND CYBERSECURITY LIABILITY (REQUIRED IF CHECKED ☒). Contractor shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence.

7. FINANCIAL STATEMENTS:

Contractor shall deliver financial statements on an annual basis or as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles.

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 each Statement of Work and attachments thereto. 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, each Statement of Work and attachments thereto.
- 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. DEFINITION OF "MCE 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.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **January 1, 2017**.

10.2. DEFINITION OF "PERSONAL INFORMATION". "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Contractor shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

10.3. MCE DATA SECURITY MEASURES. Prior to Contractor receiving any MCE Data, Contractor shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **January 1, 2017**, and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Contractor to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

10.4. CONTRACTOR DATA SECURITY MEASURES. Additionally, Contractor shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

10.5. RETURN OF MCE DATA. Promptly after this Agreement terminates, (i) Contractor shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any), provided that Contractor's attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

10.6. 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.
- 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 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 on behalf and for the benefit of MCE's respective customers. 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.

10.7. 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 or Personal Information, 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 10.6(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 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, 21, 22, 24, 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: Troy Nordquist

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (925) 378-6767

Notices shall be given to Contractor at the following address:

Contractor: Andrew Brooks

Address: 5900 Hollis St., Suite R2

Emeryville, CA 94608

Email Address: abrooks@aea.us.org

Telephone No.: (510) 431-1791

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 checked="" 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"/>	Form of Statement of Work	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.1</u>	<input checked="" type="checkbox"/>	Statement of Work for AERN Program	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.2</u>	<input checked="" type="checkbox"/>	Statement of Work for Multifamily Programs	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.3</u>	<input checked="" type="checkbox"/>	Statement of Work for Workforce Education and Training Program	^{DS} LB	^{DS} DW ^{DS} T/OB

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.

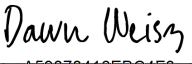
27. COUNTERPARTS:

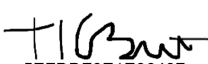
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

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


APPROVED BY

Marin Clean Energy:

DocuSigned by:

 By: A59878416EBC4F8...
 Name: _____
 Title: CEO
 Date: 3/22/2021

DocuSigned by:

 By: 5EFDDF8E1E86437...
 Chairperson
 Date: 3/20/2021

CONTRACTOR:

DocuSigned by:

 By: AFAD2489924E46B...
 Name: Andrew Brooks
 Title: Director, West Coast Operations
 Date: 3/31/2021

MODIFICATIONS TO STANDARD SHORT FORM MASTER SERVICES AGREEMENT

☐ Standard Short Form Master Services Agreement Content Has Been Modified

List sections affected: _____

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A
FORM OF STATEMENT OF WORK

Statement of Work – Schedule A.[#]

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:

[List scope of services]

Billing:
Contractor shall bill monthly and according to the rate schedule listed in Exhibit B of the Master Services Agreement dated **DATE**. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$0,000** for the term of the Agreement.

Term of Statement of Work:
This Statement of Work shall commence on **DATE** and shall terminate on **DATE**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.1 on the date first above written.

APPROVED BY
Marin Clean Energy:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____
Chairperson

Date: _____

EXHIBIT B
RATE SCHEDULE

For services provided under this Agreement, MCE shall pay Contractor in accordance with the rate schedule as specified below and in accordance with the payment structure listed in a Statement of Work:

Rate Schedule	
Position	Hourly Rate
Director, West Coast	\$ 175.00
Director, Programs	\$ 175.00
Director, Technical Services	\$ 175.00
Senior Program Manager	\$ 165.00
Program Manager II	\$ 160.00
Program Manager	\$ 150.00
Associate Program Manager	\$ 135.00
Senior Project Manager	\$ 165.00
Project Manager II	\$ 160.00
Project Manager	\$ 150.00
Associate Project Manager	\$ 135.00
Senior Energy Engineer	\$ 165.00
Energy Engineer II	\$ 160.00
Energy Engineer I	\$ 150.00
Senior Energy Analyst	\$ 165.00
Energy Analyst III	\$ 160.00
Energy Analyst II	\$ 150.00
Energy Analyst	\$ 140.00
Associate Energy Analyst	\$ 130.00
Office Manager	\$ 125.00

Contractor shall bill according to these rates and the payment structure listed in a Statement of Work. Contractor shall not exceed the maximum contract sum listed in any Statement of Work.

Schedule A.1
Statement of Work for AERN Program

This Schedule A.1 is entered into on **March 18, 2021** ("Agreement") pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ASSOCIATION FOR ENERGY AFFORDABILITY, hereinafter referred to as "Contractor", dated **March 18, 2021** ("MSA").

Contractor shall provide the following technical assistance services as part of the Advanced Energy Rebuild Napa Program under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Overview:

MCE is administering the Advanced Energy Rebuild Napa Program (AERN) and issuing rebates to participants in an incentive program for homeowners in Napa County affected by wildfires. The AERN Program is based on the California Advanced Homes Program. Furthermore, MCE has received a grant from the Bay Area Air Quality Management District (BAAQMD) to pay for electrification rebates only. These rebates are incentives for affected homeowners to rebuild energy-efficient, sustainable homes through the installation of electrification measures identified in Table 1. Contractor is the technical assistance provider to program participants and for the BAAQMD rebates, Contractor will be paid separately from the grant funds.

Task 1: Project administration

Contractor will be available for planning and progress check-in meetings or calls. Contractor is responsible, in coordination with MCE, for the development of any program documentation, forms or reporting templates. All program application materials must be provided to MCE for approval by BAAQMD.

Task 2: Provide information and technical support to residents and contractors about energy efficiency associated with the AERN Program, electrification measures associated with the BAAQMD grant, and eligibility for incentives.

Contractor will provide information and education to residents and contractors interested in incorporating energy efficiency measures into homes being rebuilt after the wildfires in Napa County, for both the AERN and NAAQMD programs. Contractor will provide programmatic and technical support to explain the steps necessary for the participant to receive funding for the AERN Program and rebates from MCE in relation to the BAAQMD grant. Contractor will explain technologies being incentivized by MCE and the resulting energy and greenhouse gas impacts, and will answer owner or contractor technical questions. Eligible electrification measures and the applicable rebate amounts are listed in the table below (Table 1).

Table 1

ELIGIBLE ELECTRIFICATION COMPONENT	STANDARD	REBATE AMOUNT	LOW-INCOME QUALIFIED REBATE AMOUNT
Photovoltaic (PV)	Solar Panel system designed to fully offset annual electric usage with battery storage sufficient to hold 30% of one summer day's production	\$3,000	\$3,600
Heat Pump HVAC	EER of 12.5+, HSPF of 9.5+	\$1,500	\$1,800
Heat Pump Water Heater	NEEA tier 3.0+	\$1,000	\$1,200
Heat Pump Clothes Dryer	Energy Star Most Efficient Certified, Electric	\$800	\$960
Induction cooktop with or without range	Must use induction technology per manufacturer literature. Portable plug-in single burner or double burner appliances are not eligible.	\$800	\$960
Electric Vehicle Charging Station	Level 2 Charger	\$500	\$600
Smart Thermostat	Energy Star Certified Smart Thermostat	\$40	\$48
Maximum rebate per dwelling unit		\$7,640	\$9,168

Estimated number of Leads: 60 homes

Time and Materials Budget for Tasks 1 and 2 Not to Exceed = \$18,068

Time shall be based on the rate schedule listed in Exhibit B of the Master Services Agreement

Task 3: Referral to PG&E

Contractor will coordinate appropriate referrals of eligible program participants. Contractor will work in collaboration with PG&E to transfer all information to PG&E's technical assistance provider (currently TRC) for participants interested in PG&E's California Advanced Homes Program.

Task 4: Ensure all incentive projects required documentation is collected, reviewed, and submitted to MCE

Contractor will work with PG&E and/or PG&E's technical assistance provider to collect the required documentation from each program participant as follows:

- Application Number, Applicant Name, Phone Number, Alternate Phone Number, Email Address, Project Type, Project Address, City, Zip Code, Mailing Address (if different), CARE enrollment status, Description of proposed work/component, Manufacturer, Model Number of Component, Building Permit Agency, Building Permit number, Project Status, Date of HERS Final Inspection, CF-2R/CF-3R form on file (Yes or No), Proof of Purchase on file if required (Yes or No), Installation photo on file if required (Yes or No), Rebate Amount, Check Number, Date Check Issued, Notes

Contractor will review all documents for completeness per the above specifications, will ensure that all projects are properly permitted and that Energy Code documentation is filed as needed, and will track and maintain all project and document measures and participant details as specified above. Project information will also be provided to Napa County, BayREN, and PG&E by MCE.

Task 5: Provide on-site technician assistance and/or site verification as needed for both BAAQMD funds and the AERN Program

Upon request from the participant and pending approval from MCE, Contractor will provide onsite technical assistance to homeowners as it relates to the funded measures listed in Table 1, including coordinating with approved manufacturer's representatives and ensuring that these energy efficiency measures are installed per code requirements and properly permitted. Contractor will also provide onsite technical assistance to homeowners as it relates to the AERN Program. Contractor shall comply with all applicable state and local orders regarding COVID-19 when providing onsite technical assistance.

Time and Materials Budget for Tasks 3-5 Not to Exceed = \$30,990

Time shall be based on the rate schedule listed in Exhibit B of the Master Services Agreement.

Billing:

Contractor shall bill monthly and according to the rate schedule listed in Exhibit B of the Master Services Agreement dated **March 18, 2021**. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$49,058** for the term of the Agreement.


Term of Statement of Work:

This Statement of Work shall commence on **April 1, 2021** and shall terminate on **March 31, 2022**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.1 on **March 18, 2021**.

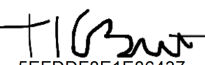
APPROVED BY

Marin Clean Energy:

DocuSigned by:

 By: A59878410EBC4F8...

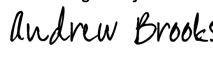
Name: _____

Date: 3/22/2021

DocuSigned by:

 By: 5EFDDF8E1E88437...
 Chairperson

Date: 3/20/2021

CONTRACTOR:

DocuSigned by:

 By: AFAD2489924E46B...

Name: Andrew Brooks

Date: 3/31/2021

Schedule A.2

Statement of Work for Multifamily Programs

This Schedule A.2 is entered into on **March 18, 2021** ("Agreement") pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ASSOCIATION FOR ENERGY AFFORDABILITY, hereinafter referred to as "Contractor", dated **March 18, 2021** ("MSA").

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:

Contractor will serve as the overall program provider for MCE's multifamily programs, as requested and directed by MCE staff. Tasks and deliverables are described below:

1. Multifamily Energy Savings (MFES) Program

Contractor will implement and provide technical consulting services for the MFES Program, including single-measure rebate and direct install (DI) offerings. The tasks are:

Single Measure Rebates and Direct Install (DI)

- Complete comprehensive assessments at properties identifying targeted measures and high total resource cost (TRC) opportunities within MCE's service area.
- Build targeted and comprehensive reports with results of the assessment.
- Provide technical assistance to customers.
- Verify installations meet minimum performance and programmatic specifications.
- Coordinate scope development with Bay Area Regional Energy Network (BayREN) and other program staff when co-leveraging with Bay Area Multifamily Building Enhancements Program (BAMBE) or other MCE programs (LIFT, MCE Healthy Homes, or other partnerships and programs as designated by MCE).
- Identify cost-effective DI measures.
- Work with MCE and its program partners to develop a list of candidate buildings to participate in DI opportunities.
- Coordinate DI activities, including maintenance staff training for direct installs, with customers and MCE staff.
- Provide MCE with savings data from DI activities.
- Verify smart thermostat compatibility prior to DI, if offered through the program.

Coordination with BayREN's BAMBE Program

Contractor provides a technical assistance and implementation role for BayREN's BAMBE program. Based on a joint coordination effort between MCE and BayREN, some projects will be able to utilize rebates from both entities on the same project (although savings for individual measures may only be claimed by one entity). Contractor will perform the following tasks to ensure seamless coordination:

- Regular check ins with BAMBE team to ensure that MCE qualified properties are being assessed for MCE rebate opportunities.
- Work with property owners or managers (customers) to develop a scope of work that would best leverage MCE and BAMBE rebate opportunities.
- Coordinate with BAMBE Technical Assistance on site visit.
- Report BAMBE coordination progress back to MCE.

Marketing & Outreach

Contractor will provide marketing and outreach services to support the MFES and LIFT programs. The tasks indicated below will be billed at a time and materials (T&M) rate. The tasks below may be performed by Contractor or a subcontractor to the Contractor. Marketing & Outreach tasks include:

- Development of marketing & outreach plan.
- Update marketing and outreach plan as needed.
- Development of program collateral.
- Lead generation through targeted outreach (property owners, contractors & partner organizations).
- Report back on marketing and outreach results and progress.

Additional Tasks

Contractor will perform the specific tasks indicated below at a T&M rate. The below tasks may apply to specific customers and/or monthly activities required of the Contractor. The tasks under this rate are:

- Monthly Reporting to CPUC
- Database management
- Program design
- Non-milestone-based project work (including combustion appliance safety (CAS) testing when required, project intake, common & exterior LED lighting measure completion, etc.)
- Check-in calls with MCE

- Meetings
- Training
- Benchmarking
- Budgeting
- Cost effectiveness tool (CET)/TRC related activities

2. Low Income Families and Tenants Pilot Program (LIFT)

Contractor will implement and provide technical consulting services for the LIFT Program, which operates in conjunction with MFES and MCE Healthy Homes. The tasks include:

LIFT Measure Rebates

- Work with MCE and its program partners to develop a list of candidate buildings to participate in LIFT.
- Facilitate the implementation of the energy efficiency measures under LIFT.
- Perform post installation Quality Assurance (QA) and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.
- Work with MCE to identify which data points should be collected and tracked for each project and required for the Evaluation, Measurement, and Verification (EM&V) process.
- Assist with training of contractors, building operators, and tenants as needed and when requested by MCE.
- Communicate program updates with customers including LIFT extensions and/or LIFT2.0 program approval.

Direct Install

- Identify customers to receive DI services through the LIFT program.
- Coordinate DI activities, including maintenance staff training for direct installs, with customers and MCE staff.
- Provide MCE with savings data from DI activities.
- Verify smart thermostat compatibility prior to DI, if offered through the program.

Marketing & Outreach

Contractor will provide marketing and outreach services to support the MFES and LIFT programs. The tasks indicated below will be billed at a T&M rate. The tasks below may be performed by Contractor or a subcontractor to the Contractor. Marketing & Outreach tasks include:

- Development of marketing & outreach plan.
- Development of program collateral.
- Lead generation through targeted outreach (property owners, contractors & partner organizations).
- Report back on marketing and outreach results and progress.

Additional Tasks

Contractor will perform the specific tasks indicated below at a T&M rate. The below tasks may apply to specific customers and/or monthly activities required of the Contractor. The tasks under this rate are:

- Monthly Reporting to CPUC
- Database management
- Non-milestone-based project work (including CAS testing when required and project intake)
- LIFT heat pump technical assistance
- Check-in calls with MCE
- Meetings
- Tenant education development
- LIFT questionnaire development
- Training
- Benchmarking
- Budgeting
- BayREN coordination

3. MCE Healthy Homes Initiative

Contractor will implement and provide technical consulting services for MCE's Healthy Homes Initiative which operates in conjunction with the other Multifamily offerings described herein. The tasks are:

1. Project management

Contractor will oversee current projects in rebate reservation through to completion and manage new projects to spend down program budget.

- Property outreach and unit identification
- Single point of contact for participating properties
- Owner and contractor coordination

- Assessments and identification of upgrade opportunities
- Process Rebate Reservations with the properties
- Monitor project development
- Process Rebate approval packets with the properties

Project management budget not to exceed \$16,500.

2. Administration and Reporting

- Quarterly program and pipeline overview
- Ongoing budget tracking; included in quarterly reports and monthly invoice memos
- Regular meetings with MCE staff

Administration and Reporting budget not to exceed \$3,300.

3. Case Study Development

- Contractor will develop five (5) with client impact case studies that include resident quotes/statements

Case Study Development budget not to exceed \$3,300.

4. Survey development and analysis if LIFT surveys are unavailable

- Develop healthy home surveys to collect relevant resident information

Survey development and analysis budget will not exceed \$3,300.

4. MCE's Electric Vehicle (EV) Program

Contractor will perform EV feasibility assessments in conjunction with energy audits done for MCE's multifamily programs. The data collected will include the points listed below. The additional time needed beyond what is done for the multifamily programs will be billed at a T&M rate.

- Property Name
- Owner
- # of properties in that Owner's portfolio
- Owner Contact Information
- Property Manager Contact Information
- Facilities Manager Contact Information
- Address
- Property Class
- # of Units
- % of units that are deemed affordable housing
- # of total parking spaces
- # of non-designated (not assigned to a unit) parking spaces and % of those spaces that are open day-to-day
- # of ADA parking spaces
- # of EV charging ports currently installed
- available electrical capacity on the house (or common) panel(s) (most important technical data point)

Billing:

1. Multifamily Energy Savings (MFES) Program: \$427,000

Single Measure Rebates and DI: \$185,000

For implementing the MFES Program, Contractor will be compensated based on milestones achieved (Table 1). If the customer is also qualified for LIFT, Contractor will receive the LIFT adder as additional compensation due to the complexity of the requirements of LIFT. Units that receive direct install will be billed at a lower rate due to the elimination of the site visits and report.

Coordination with BayREN's BAMBE Program: \$100,000

When leveraging MCE's multifamily offerings with BAMBE projects, MCE will partially compensate Contractor, as BAMBE will cover other technical assistance costs. MCE will compensate Contractor as follows:

- For any LIFT customers also participating in the BAMBE Program, MCE will pay Contractor \$30 per apartment unit for energy audit report milestones due to the complexity of energy audit report requirements

around LIFT. MCE will also pay Contractor \$55 per unit that completes measures through LIFT. All other compensation shall be from BAMBE.

- MCE will provide rebates directly to customers in the MFES Program and LIFT program.
- Contractor will be reimbursed on a per unit basis if the property participates in an MCE multifamily program as outlined in Table 1.
- The NTE amount for this partnership is for a 2-year period.

Marketing & Outreach: Not to Exceed \$10,000

Additional Tasks: Not to Exceed \$132,000

2. Low Income Families and Tenants Pilot Program (LIFT): \$82,700

LIFT Measure Rebates and Direct Install: \$50,000

LIFT technical assistance will be provided in conjunction with the BAMBE program and/or MCE's MFES Program.

- For MCE-only LIFT projects (no BAMBE), Contractor will be reimbursed for each of the LIFT adders identified per the milestones achieved in Table 1, in addition to the standard Contractor Compensation values.
- When LIFT is paired with BAMBE, Contractor will only be reimbursed by MCE for the per apartment unit LIFT adder per the milestones achieved in Table 1.
- The NTE for LIFT is through July 31, 2021, unless otherwise notified in writing by MCE Contract Manager.

Table 1. Compensation for Milestone(s) achieves – MFES Measure & LIFT Program

Program Offering	Milestone	Contractor Compensation	LIFT adder
Single Measure Rebates	Intake	Time and Materials Rate (See Table 4)	
	Site Visit	\$35	\$40
	Energy Audit Report	\$25	\$30
	Rebate Reservation	\$0	\$0
	Rebate Approved	\$55	
Direct Install	Direct Install	\$40	

Marketing & Outreach: Not to Exceed \$8,000

Additional Tasks: Not to exceed \$24,700

3. MCE Healthy Homes: \$26,400

For implementing MCE Healthy Homes, Contractor will be compensated on a Time and Materials basis per the rate schedule in Section 5 with a not to exceed budget of \$26,400. Incentives for this sub-program will be dispersed separately between MCE and the customer. The tasks under this rate are:

Tasks	Estimated Hours	Not to Exceed Budget
2.1 Project Management	100	\$16,500
2.2 Administration/Reporting	20	\$3,300
2.3 Case Study Development	20	\$3,300
Additional Services:		
2.4 Survey Development & Analysis	20	\$3,300

4. MCE's EV Program: \$12,375

Contractor will perform EV feasibility assessments in conjunction with energy audits done for MCE's multifamily programs. The additional time needed beyond what is done for the multifamily programs will be billed based on T&M at the rate schedule listed in Exhibit B of the Master Services Agreement.

5. Overall Budget

The following are the budget amounts for each of the tasks and subprograms described herein. Budget amounts listed include both 2021 and 2022 program years. In situations where a budget amount may be exceeded, funds may be moved between categories with written approval of the MCE Customer Programs Manager, prior to Contractor exceeding those budgets.

Program	Task	Per Task NTE	Total Budget
MFES Program (Through April 2023)	Single Measure Rebates & Direct Install	\$185,000	\$427,500
	Coordination with BAMBE Program	\$100,000	
	Marketing & Outreach	\$10,000	
	Additional Tasks	\$132,500	
LIFT (Through July 2021) *	LIFT Measure Rebates & Direct Install	\$50,000	\$82,700
	Marketing & Outreach	\$8,000	
	Additional Tasks	\$24,700	
MCE Healthy Homes Program			\$26,400
MCE EV Program (Through April 2022) *			\$12,375
TOTAL CONTRACT			\$548,975

*unless otherwise noted in writing by MCE Contract Manager

Contractor shall bill monthly and all time and materials rates shall be according to the rate schedule listed in Exhibit B of the MSA dated **March 18, 2021**. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$548,975** for the term of the Agreement.

Term of Statement of Work:

This Statement of Work shall commence on **May 1, 2021** and shall terminate on **April 30, 2023**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.2 on the date first above written.

APPROVED BY

Marin Clean Energy:

DocuSigned by:
By: Dawn Weisz
A59878416EBC4F8...

Name: _____

Date: 3/22/2021

DocuSigned by:
By: [Signature]
5EFDDF8E1E86437...
Chairperson

Date: 3/20/2021

CONTRACTOR:

DocuSigned by:
By: Andrew Brooks
AFAD2489924E46B...

Name: Andrew Brooks

Date: 3/31/2021

Schedule A.3

Statement of Work for Workforce Education and Training Program

This Schedule A.3 is entered into on **March 18, 2021** ("Agreement") pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ASSOCIATION FOR ENERGY AFFORDABILITY, hereinafter referred to as "Contractor", dated **March 18, 2021** ("MSA").

Contractor will provide the following technical assistance services as part of the Workforce Education and Training Program (Program) as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Task 1: Administration

Contractor will:

- Manage team project coordination meetings
 - General program meetings related to more than one task listed below, e.g. Workforce Engagement, Contractor Education, or Developing the Contractor Market; these meetings topics could be about budgets, reporting, invoicing, planning or other program-wide issues
- Develop and maintain Program database
- Respond to data requests regarding the Program
- Program accounting and invoicing
- Develop reports and documentation on overall Program achievements

Task 2: Workforce Engagement

Task 2.a. – Partner with Inclusive Economics: Contractor will work with Betony Jones of Inclusive Economics as a subcontractor to ensure the training and workforce development activities undertaken will improve conditions for workers. MCE may direct Contractor to work with a different individual of Inclusive Economics if the need arises.

Inclusive Economics' role will ensure any training designed by Contractor will have a positive impact on work quality under the Program, as well as help create more high-road jobs for workers.

***Task 2.a. 2021 Deliverables:** Meet with Inclusive Economics as needed to further inform Program development, and provide a summary report to MCE on Inclusive Economics' recommendations on program design to address workforce needs.*

Task 2.b. – Industry Roundtables: Contractor will leverage existing relationships with industry groups, such as MCE Community Power Coalition, Marin Builders Association, Rising Sun, Franklin Energy, trade unions, manufacturers, and others, to increase contractor participation in high-performance building training. These events will target participating contractor groups to get their perspective on high-performance buildings and the challenges they face as the industry continues to change.

To foster diversity, Contractor will ensure that a representative sample of participating contractor groups in MCE's service territory are invited to the event. Outreach efforts will include participating contractors from disadvantaged communities and minority-focused groups to ensure diversity, equity, and inclusion. These groups will be identified by leveraging partnerships with community-based organizations, properties located in disadvantaged communities that have participated in MCE's multifamily programs, and existing trade relationships.

***Task 2.b. 2021 Deliverables:** Provide a summary of roundtable discussion from final roundtable and the contact list of participants.*

Task 2.c. – Direct Vendor Outreach: Contractor will work with participating contractors and other vendors to determine the reasons why some declined to bid on MCE's Low-Income Families and Tenants (LIFT) Program. Contractor will qualitatively assess how much contingency and risk aversion was built into a vendor's bid and what actions can be taken to reduce vendor uncertainty around the project. Lastly, for winning participating contractors, Contractor will learn about some of the challenges participating contractors faced within the LIFT Program as they installed the heat pumps.

Contractor will leverage existing and develop new relationships with participating contractors and other vendors to gain more insight into the barriers to electrification and high-performance building work.

The information gathered will be used to: (a) inform future program design; (b) help identify the practical barriers to heat pump adoption that the installation community faces, and; (c) guide the development of training materials for participating contractors that have little experience in electrification.

***Task 2.c. 2021 Deliverables:** Summary of any additional participating contractor narratives or interviews that show recurring challenges that have been a barrier to electrification and high-performance building best practices.*

Task 3: Participating Contractor Education

Task 3.a. – Participating Contractor Field Management: Specific to the contractor trade, and with an aim to provide contractors with the fundamental building performance knowledge they need to understand, Contractor shall provide field mentorship based on 1) how to deliver maximum value and performance within their trade and 2) how their work can impact other building systems or trades that they do not work on.

Contractor will provide participating contractors with field mentorships through in-person or virtual field meetings. Each participating contractor field mentorship will consist of one session lasting one to four hours with a Contractor-provided trainer and the participating contractor. When possible, participating contractor field mentorships will be performed at a building site, but a separate classroom location or at the participating contractor's place of business will be used when necessary. Virtual field meetings will be performed when in-person field mentorships are not possible due to COVID-19 constraints.

Topics covered will include:

- Building science fundamentals:
 - Building Performance Institute (BPI) combustion safety & depressurization
 - Air sealing & insulation
 - Health & safety
 - Heat transfer and thermodynamics
- Review and explanation of minimum performance requirements
- Trade- or measure-specific best practices (as needed):
 - Ductless mini-split heat pumps
 - Heat pump water heaters (individual and/or central)
 - Hot water recirculation controls
 - Electric induction cooking
 - Air sealing and insulation
- Contractor-created handouts on basic building science (as necessary)

Contractor will track and report on the number of sessions and participating contractor participants.

Task 3.a. 2021 Deliverables: Perform at least ten participating contractor field mentorship sessions.

Task 3.b. – Electrification Topic Workshops:

Develop and Deliver Workshops: Contractor will develop and deliver workshops for each of the identified topics by either using either existing materials or creating original materials. Contractor will share developed workshop materials with MCE. Contractor will record the number of workshops given and participants in each workshop. Contractor will develop a tracking sheet that outlines each of the resources selected and/or developed.

Task 3.b. 2021 Deliverables: Contractor will deliver six electrification workshops and maintain records on the number and type of attendees, as well as continue providing a resources tracking sheet to avoid duplicative educational efforts.

Task 3.c. – Electrification Topic Guides: Using materials identified and developed through Tasks 3.a. and 3.b., Contractor will compile Electrification Topic Guides for individual topics, similar to those covered in the workshops.

Task 3.c. 2021 Deliverables: Contractor will continue to create Electrification Topic Guides, creating documents that can be disseminated to program participants.

Task 4: Develop New Workforce for Participating Contractors

Task 4.a – Funded Contractor/Trades Internship: Based on feedback from industry roundtables, participating contractor field mentorships, and direct vendor outreach, Contractor will prepare and provide a list of potential partners for a participating contractor on-the-job training opportunity for job seekers. Contractor will also prepare an outline of how the on-the-job training would operate.

The participating contractor/trade internship will provide job seekers with on-the-job training and education regarding high-performance building and the job seeker's specific trade.

On-the-job training opportunities will be funded by the Program. The 2020 program will begin development of the participating contractor on-the-job training opportunity to be launched in 2021.

Task 4.a. 2021 Deliverables: Contractor will maintain a list of on-the-job training partners and update the on-the-job training operation outline as needed.

Task 4.b. – New Workforce Development Training Coordination: Contractor will work with MCE and workforce development providers to develop a training and job procurement plan.

Task 4.b. 2021 Deliverables: Contractor will maintain a database showing that contractor partners meet the qualification requirements for the program.

Program Timeline

Q1 2021*	<ul style="list-style-type: none"> Host industry roundtable to share program insight and solicit feedback Host 2 electrification topic workshops Perform 1 participating contractor field mentorship sessions 	<ul style="list-style-type: none"> Participating contractor on-the-job training begins Engage with workforce development organizations
Q2 2021*	<ul style="list-style-type: none"> Host 2 electrification topic workshops Perform 3 participating contractor field mentorship sessions 	
Q3 2021*	<ul style="list-style-type: none"> Host 1 electrification topic workshop Perform 3 participating contractor field mentorship sessions 	
Q4 2021*	<ul style="list-style-type: none"> Host 1 electrification topic workshop Perform 3 participating contractor field mentorship sessions 	

* Program Timeline subject to change at the mutual agreement of the parties.

Billing:

For services provided under this Schedule A.3 Contractor shall bill monthly for all hours where services were rendered according to the fee schedule below and the rate schedule included in Exhibit B of the Master Services Agreement.

		2021 Program Year Fee Schedule*	
Task	Subtask	Estimated Hours	Estimated Budget
Task 1: Administrative		90	\$15,300
Task 2: Workforce Engagement	Task 2.a.	10	\$1,700
	Task 2.b.	20	\$3,400
	Task 2.c.	10	\$1,700
	Task 2 Total	50	\$6,800
Task 3: Contractor Education	Task 3.a.	180	\$30,600
	Task 3.b.	220	\$37,400
	Task 3.c.	100	\$17,000
	Task 3 Total	500	\$85,000
Task 4: Develop Contractor Market	Task 4.a.	100	\$17,000
	Task 4.b.	210	\$35,700
	Task 4 Total	300	\$52,700
PROGRAM TOTAL		940	\$159,800

*Fees billed shall include any necessary materials and mileage for onsite visits at the applicable standard reimbursement rate.

In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$160,000** for the term of the Agreement.

Special Terms:

Contractor agrees, and shall cause its subcontractors to agree, to not make any written or verbal statements about MCE that are disparaging, untrue, or inaccurate; doing so will allow MCE terminate this Schedule A.3 pursuant to Section 12 of the Master Services Agreement.

Term of Statement of Work:

This Statement of Work shall commence on **March 18, 2021** and shall terminate on **March 31, 2022**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.3 on the date first above written.

APPROVED BY

Marin Clean Energy:

DocuSigned by:
By: Dawn Weisz
A59878416EBC4F8...

Name: _____

Date: 3/22/2021

DocuSigned by:
By: [Signature]
6EFDDF8E1E86437...
Chairperson

Date: 3/20/2021

CONTRACTOR:

DocuSigned by:
By: Andrew Brooks
AFAD2480924E46B...

Name: Andrew Brooks

Date: 3/31/2021

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

This FIRST AMENDMENT is made and entered into on 3/10/2022, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into a master services agreement on March 18, 2021 to provide energy efficiency technical assistance services ("MSA"); and

WHEREAS, Section 4 of the MSA stated the MSA shall terminate on March 31, 2023; and

WHEREAS, the parties desire to amend the MSA to extend the time of the MSA; and

WHEREAS, pursuant to Senate Bill 255, MCE is now 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; and

WHEREAS, "Section 27. Diversity Survey" has been added to MCE's standard form to reflect this requirement; and

WHEREAS, MCE requires contractors to comply with certain protocols in order to access MCE's Customer Relationship Management software ("CRM Access Protocols"); and

WHEREAS, Contractor intends to access MCE's Customer Relationship Management software for programmatic needs; and

WHEREAS, the parties desire to amend the Agreement to add as Exhibit C the CRM Access Protocols;

NOW, THEREFORE, the parties agree to modify Section 4, add Section 27, modify Section 28, and add Exhibit C, as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

TERM OF AGREEMENT:

This Agreement shall commence on **March 18, 2021** (Effective Date"), and shall terminate on **March 31, 2024**, unless earlier terminated pursuant the terms and conditions set forth in Section 12.

2. The following "Section 27. Diversity Survey" is hereby added to the Agreement to follow "Section 26. Preparation of Agreement":

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: <https://forms.gle/DUBkcdFCskb7NNcA8> (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.

3. The previous "Section 27. Counterparts" is now "Section 28. Counterparts."
4. The following Exhibit C is hereby added to the Agreement to follow Exhibit B:

EXHIBIT C MCE CRM ACCESS PROTOCOLS

Contractor shall provide the following protective measures under the Agreement in order to access the MCE Customer Relationship Management software ("MCE CRM") according to program needs up to the time/fees allowed under this Agreement.

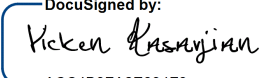
This Exhibit C is applicable to all existing and any future schedules under this MSA.

In order for Contractor to access MCE CRM, Contractor must first agree to and comply with the following protocols:

1. MCE CRM access is subject to the NDA between the Parties dated January 1, 2017.
 2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - o Confidential Information shall have the same meaning as defined in the MCE NDA between the Parties dated January 1, 2017.
 - o No Contractor employee is to give, tell, or hint at their login information or password to another person under any circumstance.
 - o MCE CRM passwords are required to be changed every 90 days.
 - o MCE encourages strong passwords (such as minimum character length, and use of special characters) that are not reused for other logins.
 - o MCE CRM shall only be accessed from an Internet Protocol (IP) address in the United States.
 3. MCE CRM access shall be provided through MCE's selected Single Sign-On (SSO) provider, Okta, Inc. or any MCE-designated SSO provider.
 4. MCE CRM access shall be restricted.
 - o MCE CRM access shall only be provided to those employees of Contractor who have a "need to access" such information in the course of their duties with respect to Contractor's Services.
 - Contractor employees who access MCE CRM shall only update or view fields related to the tasks assigned.
 - Contractor shall maintain a list of Contractor employees that have been authorized to access MCE CRM.
 - The list shall be updated and verified by Contractor quarterly, upon Contractor employee turnover, and upon MCE's request.
 - o Contractor employees who access MCE CRM shall first review and agree to be bound by these MCE CRM Access Protocols.
 5. In the event of an employment status change for a Contractor employee who had been granted access to MCE CRM, Contractor shall provide the following information to MCE:
 - o Name and email of pertinent Contractor employee.
 - o Notification to MCE within 3 days of employment status change.
 6. Information retrieved from MCE CRM shall not be recorded or reproduced in any way.
5. Except as otherwise provided herein all terms and conditions of the MSA shall remain in full force and effect.

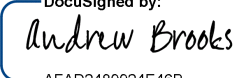
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: 
ACC4B8FA2E834F3...

Date: 3/8/2022

CONTRACTOR:

By: 
AFAD2489924E46B...

Date: 3/10/2022

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

This SECOND AMENDMENT is made and entered into on 8/24/2023 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into a master services agreement on March 18, 2021, and amended on March 10, 2022, to provide energy efficiency technical assistance services ("MSA"); and

WHEREAS, Section 4 of the MSA, as amended, stated the MSA shall terminate on March 31, 2024; and

WHEREAS, the parties desire to amend the MSA to extend the time of the MSA;

NOW, THEREFORE, the parties agree to modify Section 4, as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

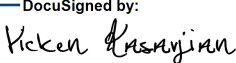
TERM OF AGREEMENT:

This Agreement shall commence on **March 18, 2021** ("Effective Date"), and shall terminate on **March 31, 2025**, unless earlier terminated pursuant the terms and conditions set forth in Section 12.

2. Except as otherwise provided herein all terms and conditions of the MSA shall remain in full force and effect.

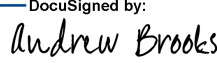
IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT on the day first written above.

MARIN CLEAN ENERGY:

DocuSigned by:
By: 
ACC4B8FA2E834F3...

Date: 8/24/2023

CONTRACTOR:

DocuSigned by:
By: 
AFAD2489924E46B...

Date: 8/29/2023

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

This THIRD AMENDMENT is made and entered into on 3/18/2024 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on March 18, 2021, and amended on March 10, 2022 and August 24, 2023, to provide energy efficiency technical assistance services ("Agreement"); and

WHEREAS, Section 4 of the Agreement stated the Agreement shall terminate on March 31, 2025; and

WHEREAS, the parties desire to amend the Agreement to extend the time of the Agreement; and

WHEREAS, Exhibit C to the Agreement, as amended, specified MCE's Customer Relationship Management (CRM) access protocols with which Contractor must comply in order to access MCE's CRM; and

WHEREAS, the parties desire to amend MCE's CRM Access Protocols;

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit C as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

TERM OF AGREEMENT:

This Agreement shall commence on **March 18, 2021** ("Effective Date"), and shall terminate on **March 31, 2026**, unless earlier terminated pursuant the terms and conditions set forth in Section 12.

2. Exhibit C is hereby removed and replaced in its entirety to read as follows:

EXHIBIT C MCE CRM ACCESS PROTOCOLS

Contractor shall implement the following security measures as part of the Agreement according to program needs up to the time/fees allowed under the Agreement in order to gain access to MCE's Customer Relationship Management software ("MCE CRM"), whether through direct portal access or via application programming interface ("API") integration.

To access MCE CRM, Contractor must first agree to and comply with the following protocols, including, if applicable, those related to API integration:

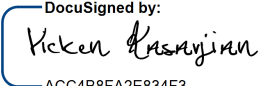
1. MCE CRM access is subject to the NDA between the Parties dated December 7, 2021.
2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - A. Confidential Information shall have the same meaning as defined in the MCE NDA between the Parties dated December 7, 2021.
 - B. No Contractor employee is to give, tell, or hint at their login information or password to another person under any circumstance.
 - C. MCE CRM passwords are required to be changed every 90 days at least.
 - D. MCE encourages strong passwords (such as minimum character length, and use of special characters) that are not reused for other logins.
 - E. MCE CRM shall only be accessed from an Internet Protocol (IP) address in the United States.

- Any suspicious or unauthorized IP access may be blocked without notice by MCE.
 - Contractor agrees that MCE is not liable for any interruption or restriction of access to the CRM resulting from the blocking of suspicious or unauthorized IP addresses.
- F. MCE reserves the right to use approved public IP addresses to control and limit access to MCE's systems.
- 3. MCE CRM access shall be provided through MCE's selected Single Sign-On (SSO) provider, Okta, Inc. or another MCE-designated SSO provider.
- 4. Direct MCE CRM Portal Access Restrictions.
 - A. Direct MCE CRM portal access shall only be provided to those employees of Contractor who have a "need to access" such information in the course of their duties with respect to Contractor's Services ("Designated Employees").
 - Designated Employees who access MCE CRM shall only update or view fields related to the tasks assigned.
 - Contractor shall maintain a list of Designated Employees that have been authorized to access MCE CRM.
 - The list shall be updated and verified by Contractor quarterly and provided to MCE upon request.
 - In the event of an employment status change for a Designated Employee who had been granted access to MCE CRM, Contractor shall provide the following information to MCE:
 - Name and email of pertinent Contractor employee.
 - Notification to MCE within 3 days of employment status change.
 - B. Designated Employees who access MCE CRM shall first review and agree to be bound by these MCE CRM Access Protocols.
 - C. Designated Employees' use of MCE CRM is restricted to that which is necessary to provide the Services described in Exhibit A.
 - D. Designated Employees shall not copy, download, record or reproduce in any way any data existing within MCE CRM.
 - Any customer data that is utilized or uploaded must be removed from Designated Employees' computers and Contractor's systems within 24 hours of upload or utilization.
- 5. API Integration Restrictions
 - A. Contractor shall only use an MCE-authorized API to the extent its use is necessary for the completion of contracted work as included in Exhibit A.
 - B. Contractor shall use industry best standards and significant access control in a closed API system. This includes, but is not limited to:
 - Only employees of Contractor who have a "need to access" such information in the course of their duties with respect to Contractor's Services ("Designated Employees") will be allowed to access information available through the API.
 - For an employee to become a Designated Employee, they must first successfully pass a background screening, which may include a screening of the individual's educational background, employment history, valid driver's license, and court record.
 - If a Designated Employee leaves Contractor's employment or if a Designated Employee's position changes such that they no longer need API access, Contractor will close the employee's access within 24 hours and provide the following information to MCE:
 - Name and email of pertinent employee.
 - Notification to MCE within 3 days of employment status change.
 - Contractor must keep MCE informed of the names, positions, and data access levels of all Designated Employees with a Designated Employee List which shall be updated and verified by Contractor quarterly and provided to MCE upon request.
 - Designated Employees are prohibited from copying, downloading, recording, or reproducing any MCE data except through the approved API integration.

6. Contractor having any interaction with an MCE customer shall do the following:
 - A. Contractor shall comply at all times during the Term with any MCE-provided MCE co-branding and/or customer engagement protocol that provides MCE's expectations for customer interactions by Contractor. Failure of Contractor to comply at all times with this section will constitute a material breach pursuant to Agreement section 12 and may result in the discontinuation of work with MCE at MCE's request.
 - B. Contractor and any approved subcontractors responding to, or engaging directly with, MCE customers shall respond to direct customer inquiries within 3 business days after the inquiry is received. Unless otherwise agreed to, Contractor and subcontractors are to provide two options for customer contact (email and phone). Contractor shall provide MCE with a process to document any customer issues, escalations and resolutions.
3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

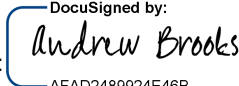
IN WITNESS WHEREOF, the parties hereto have executed this THIRD Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: 
ACC4B8FA2E834F3...

Date: 3/18/2024

CONTRACTOR:

By: 
AFAD2489924E46B...

Date: 3/18/2024



Virtual Power Plant: Vision & Challenges



December 6, 2024

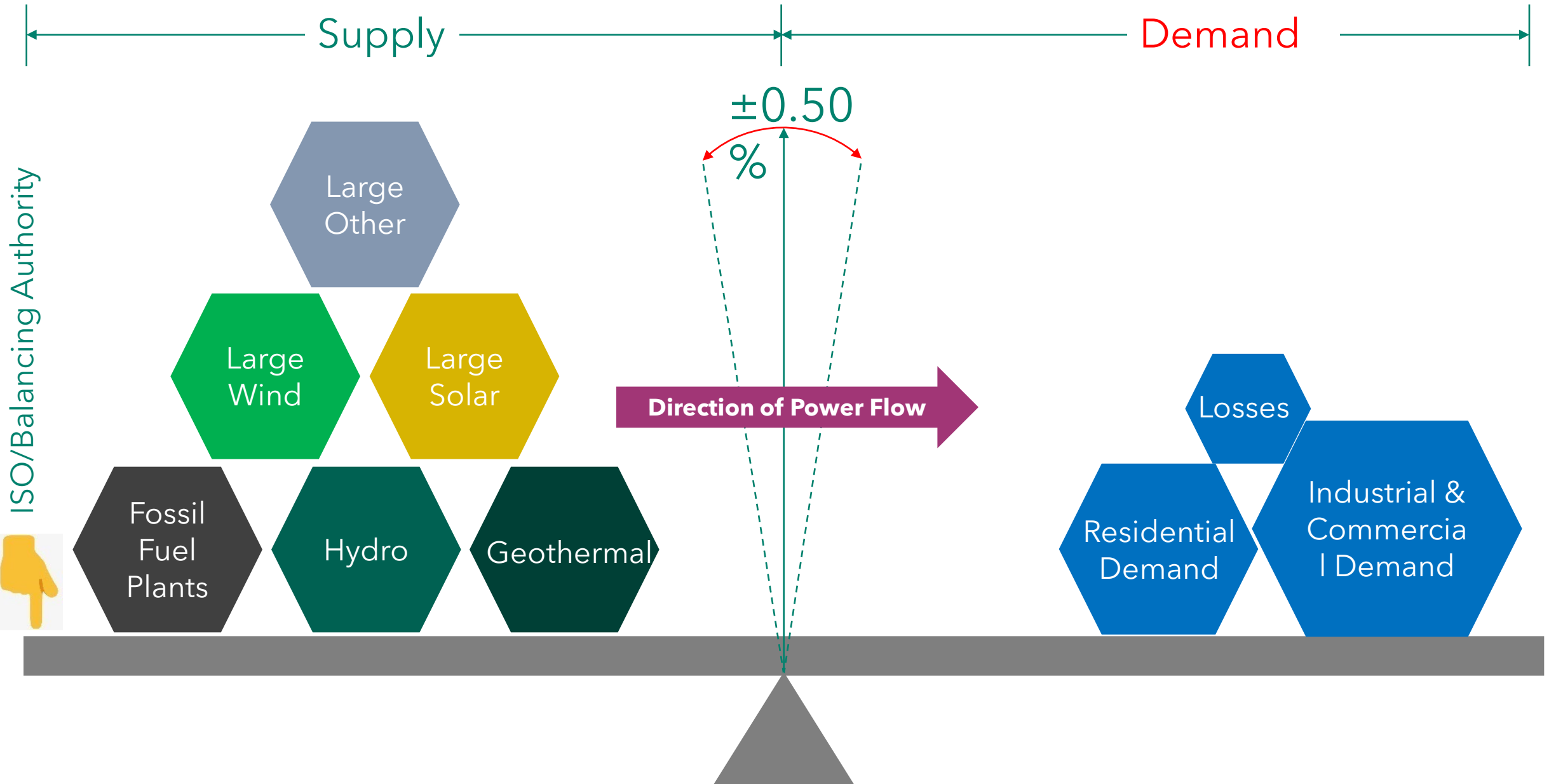
In Today's Presentation

- Balancing the grid
- A traditional power plant
- Hidden capacity
- The present state of DERs
- MCE's VPP – A Future State
- Two days in the life of a VPP
- VPP business models
- MCEs VPP use-cases
- Timeline

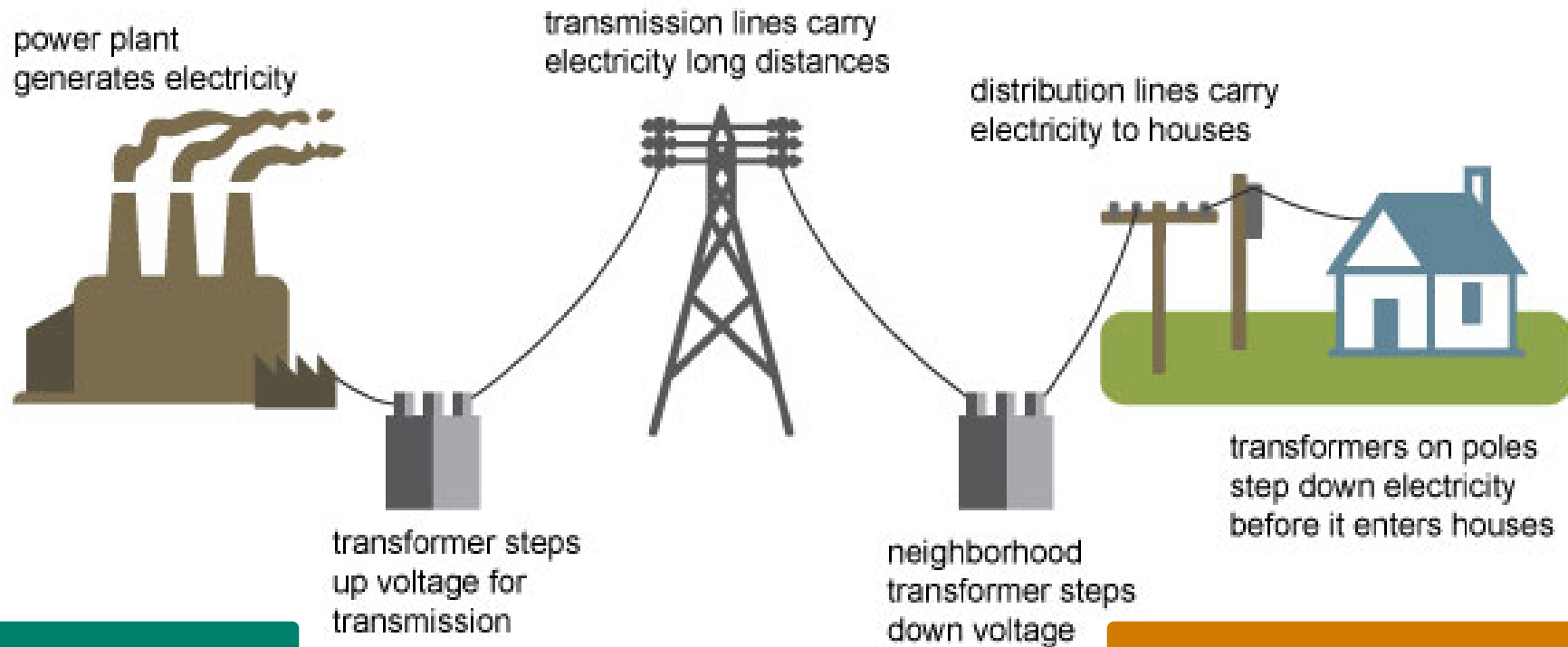
A Power Plant of People

"No one can whistle a symphony.
It takes a whole orchestra to play it."
– H.E. Luccock

The Balance



Role of a Power Plant



Constrained by Physics

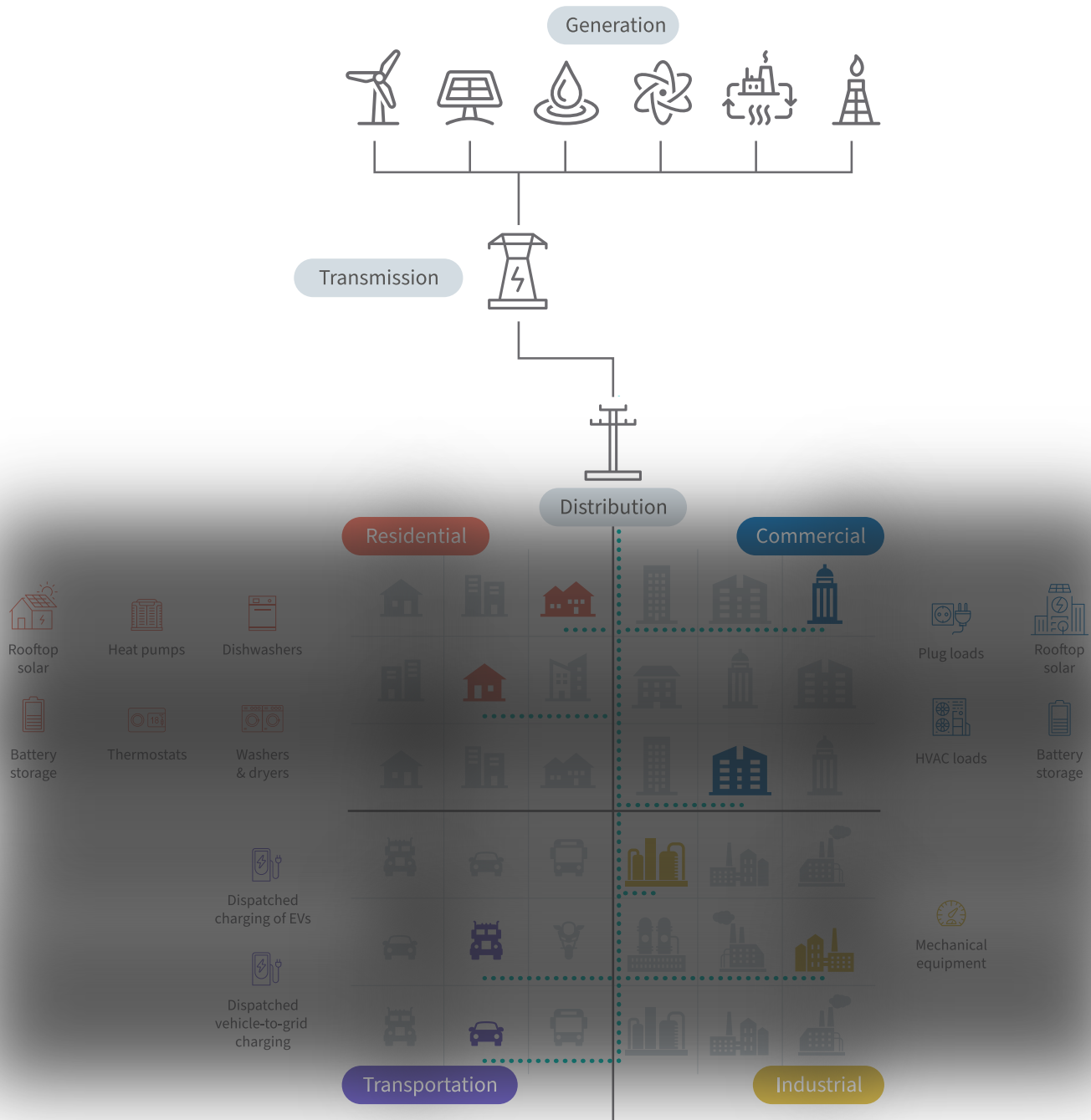
A power plant is limited by:

- Where it is located
- What it is connected to
- Type of plant

Dispatched on Economics

A powerplant is dispatched based on:

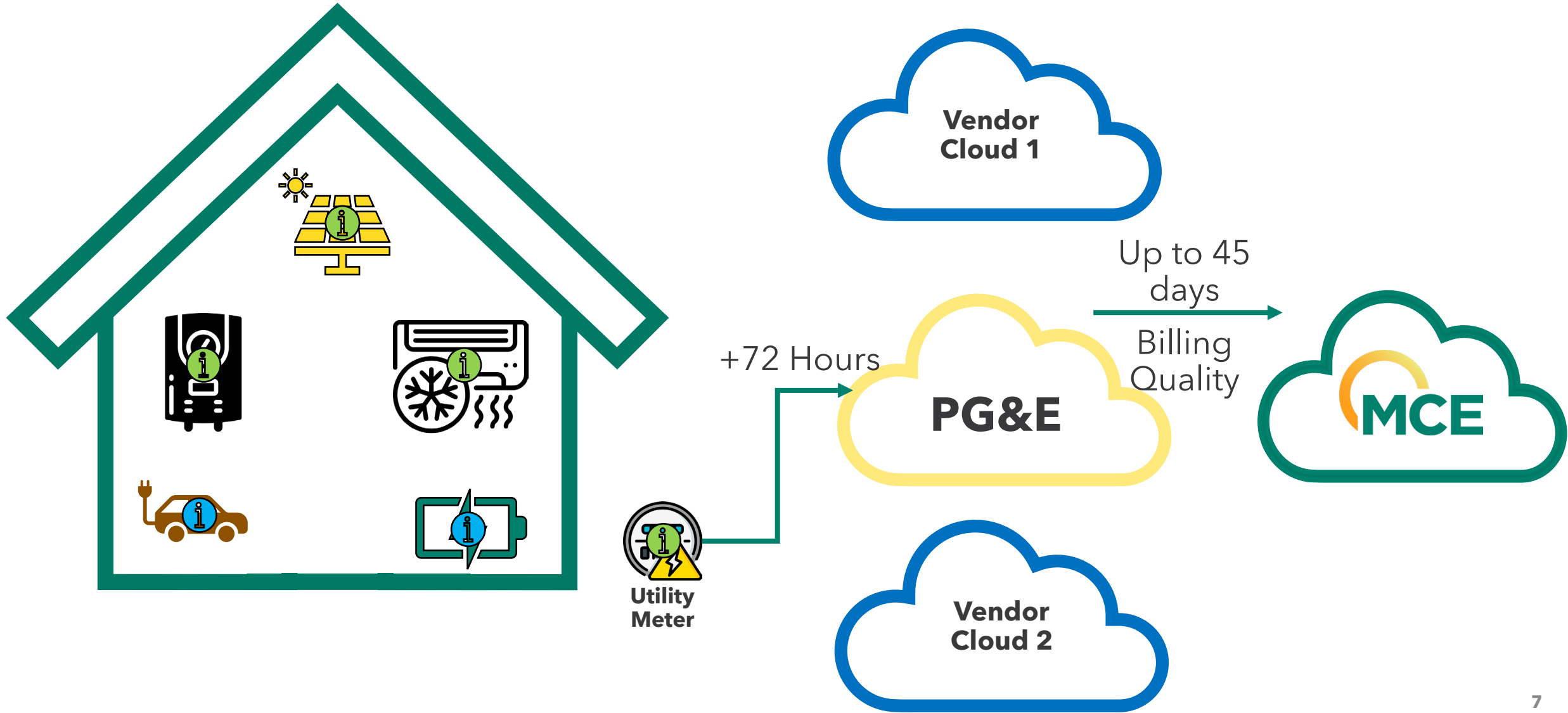
- Market rules
 - Regulatory constructs
 - System topology
 - ...and other factors
- Fuel cost
 - Energy price & Contracts
 - ...and many other factors



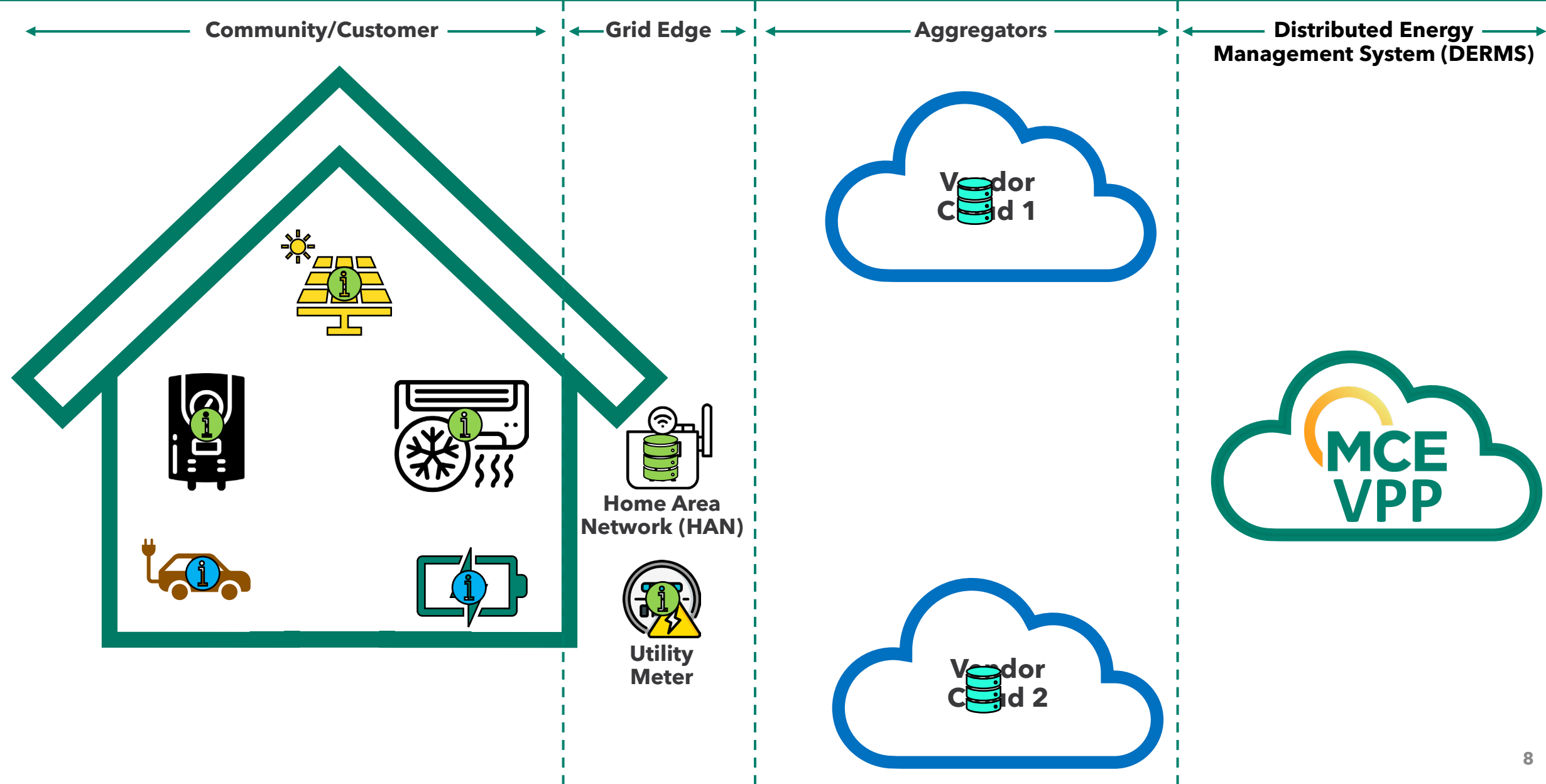
Hidden Capacity

- Safety & reliability are of primary importance to the grid
- Without real-time situational awareness, the grid usually runs at a much lower capacity than it is capable of
- There is capacity in the distribution grid; we just can't see it
- Accessing this capacity will allow the grid to run more efficiently
- VPPs allow us to access this capacity

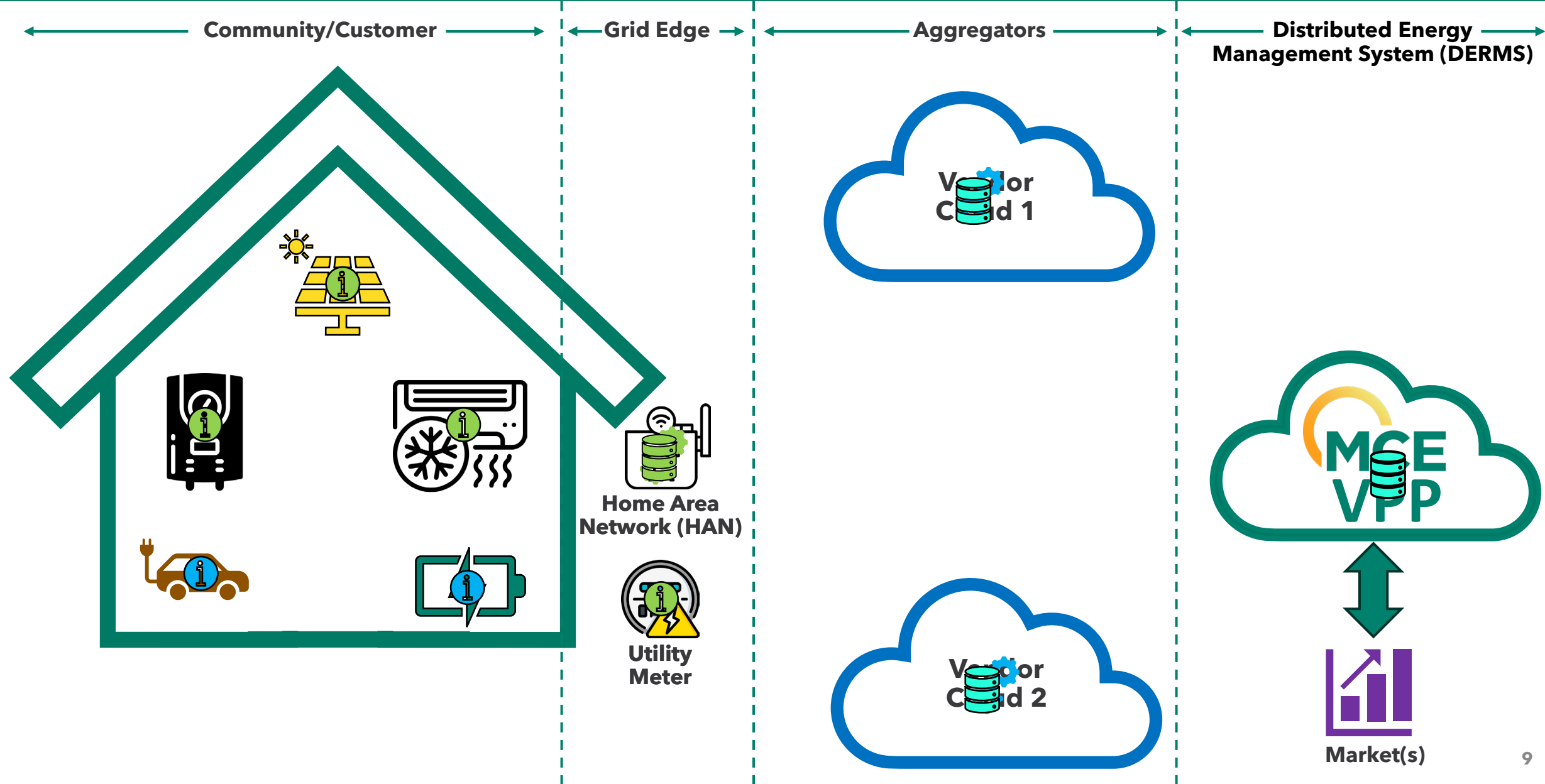
What Happens Today



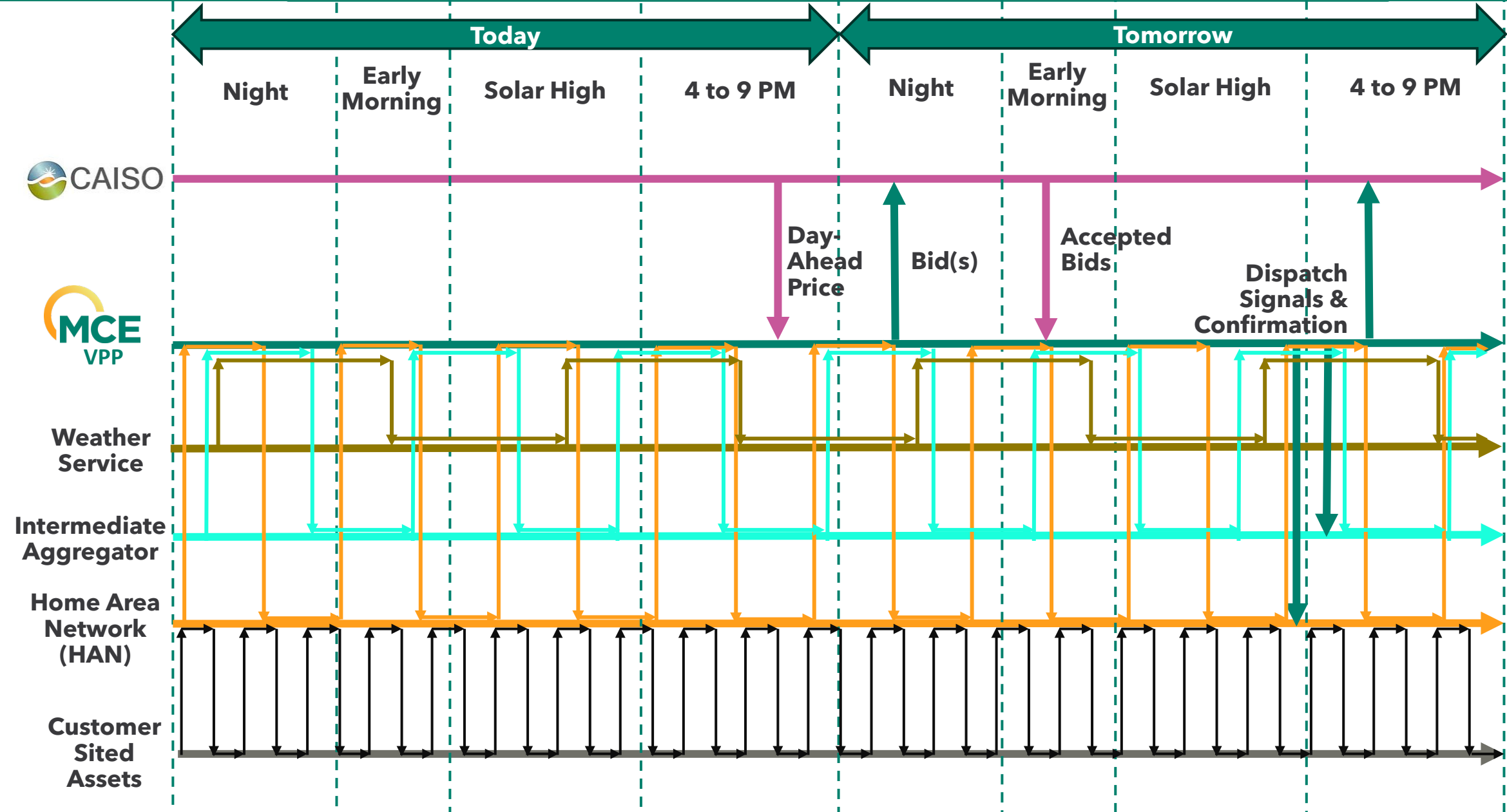
Realtime Situational Awareness



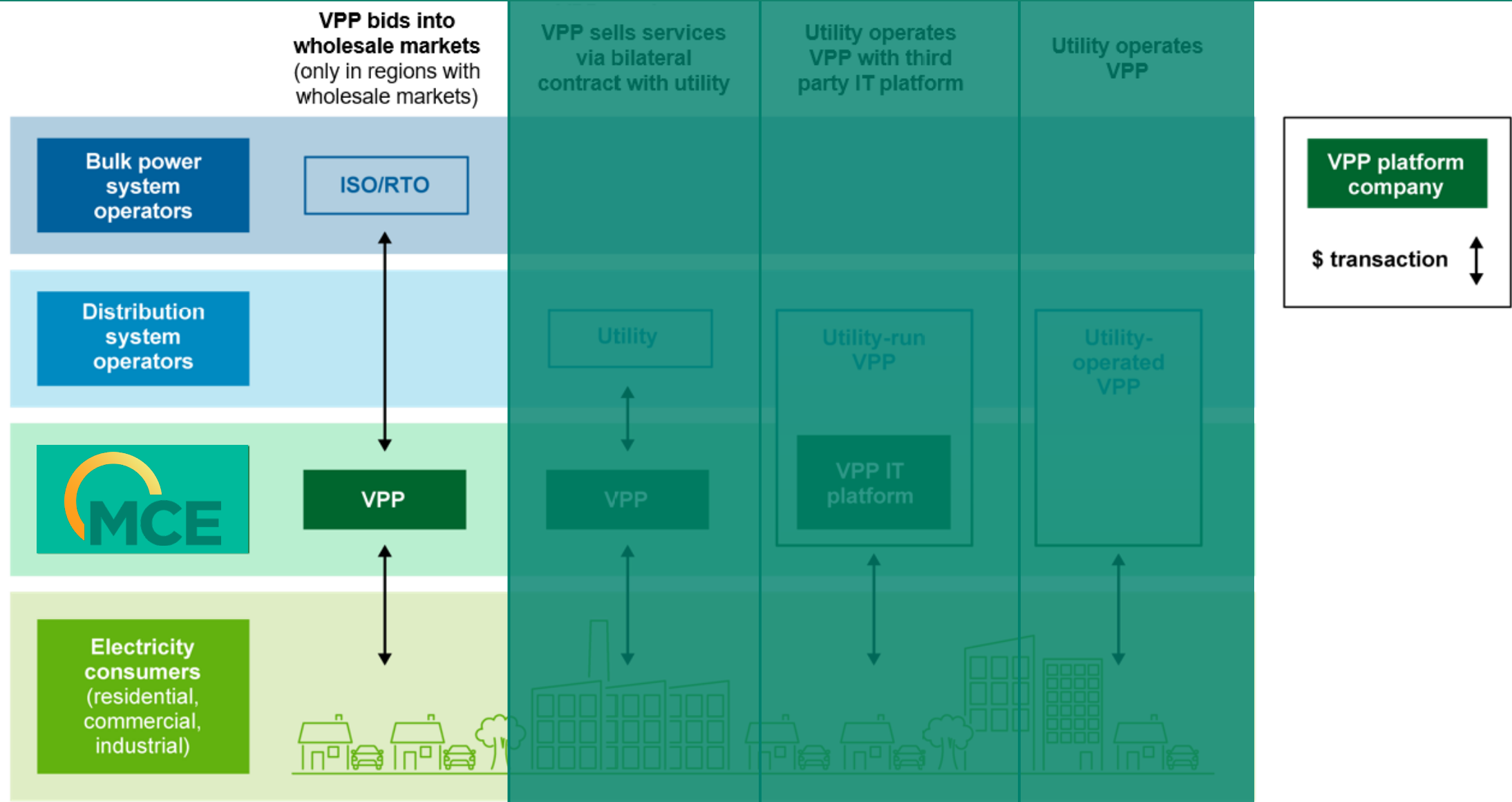
Realtime Action



Two Days in the Life of a VPP



VPP Business Models



MCEs VPP Use-cases

- Use-case 1: Use VPP to reduce MCE's total energy demand/consumption during the 4pm - 9pm period
- Use-case 2: Use VPP to reduce day-ahead and day-of energy procurements. Address energy and capacity needs by adding another resource to MCE's Power Procurement department
- Use-case 3: Use VPP to schedule "firm" blocks of energy into and out of a CAISO market integrated program

Timeline

- Current State:
 - DERMS running in MCE data systems
 - Testing with real assets in homes has begun
 - More comprehensive measurement and validation (M&V) methodology being developed
- Upcoming milestones:
 - Reach 100kW+ of assets under control in Richmond VPP
 - Schedule assets into a CAISO market integrated program
- Long term milestones:
 - Expand VPP across MCE footprint

Thank you!



Shuvo Chowdhury, VP of Data & Analytics
schowdhury@mcecleanenergy.org