



MCE Executive Committee Meeting
Monday, December 1, 2025
12:00 p.m.

1125 Tamalpais Avenue, San Rafael, CA 94901
2300 Clayton Road, Suite 1500, Concord, CA, 94520

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

Remote Public Meeting Participation

Video Conference: <https://t.ly/DnY7U>

Phone: Dial (669) 900-9128, Meeting ID: 861 2234 3784, Passcode: 415565

Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Avenue, San Rafael, CA 94901 and in Concord at 2300 Clayton Road, Suite 1500, Concord, CA 94520.

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) 632-3672 or ada-coordinator@mceCleanEnergy.org at least 72 hours before the meeting start time 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 11.3.25 Meeting Minutes
- C.2. Proposed First Amendment to Fifth Agreement with Strategic Energy Innovations
- C.3 Proposed Schedule A.5 to Master Services Agreement with Association for Energy Affordability, Inc.
- C.4 Proposed Schedule A.6 to Master Services Agreement with Association for Energy Affordability, Inc.
- C.5 Review Draft 1.15.26 Board Agenda
- 6. Charles F. McGlashan Advocacy Award Nomination (Discussion/Action)
- 7. Revisiting Alternating Locations (Discussion/Action)
- 8. Potential Scope of Finance Committee (Discussion)
- 9. Committee & Staff Matters (Discussion)
- 10. Adjourn

The Executive 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 EXECUTIVE COMMITTEE MEETING MINUTES
Monday, November 3, 2025
12:00 P.M.

Present: Barbara Coler, Town of Fairfax
Cindy Darling, City of Walnut Creek
Devin Murphy, City of Pinole
Laura Nakamura, City of Concord
Gabe Paulson, Alternate, City of Larkspur
Max Perrey, City of Mill Valley, Chair
Gabriel Quinto, City of El Cerrito
Shanelle Scales-Preston, County of Contra Costa
Sally Wilkinson, City of Belvedere

Absent: Eli Beckman, Town of Corte Madera
Maika Llorens Gulati, City of San Rafael

Staff

& Others: Jesica Brooks, Lead Board Clerk and Executive Assistant
CB Hall, Director of Power Resources
Vicken Kasarjian, Chief Operations Officer
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion
Grace Johnson, Potrero Group
Cleveland Justis, Potrero Group
Tanya Lomas, Board Clerk Associate
Lindsay Meehan, Director of Human Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Associate
Justine Parmelee, VP of Internal Operations
Mike Rodriguez-Vargas, Internal Operations Assistant
Dan Settlemyer, Internal Operations Associate
Enyonam Senyo-Mensah, Internal Operations Manager
Maíra Strauss, VP of Finance
Jamie Tuckey, Chief Customer Officer
Dawn Weisz, Chief Executive Officer

1. Roll Call

Chair Perrey called the regular Executive Committee meeting to order at 12:00 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

Chair Perrey opened the floor for board announcements and comments were made by Director Scales-Preston.

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3. Public Open Time (Discussion)

Chair Perrey opened the public comment period and comments were made by members of the public Ken Strong and Mary Stompe, and Alternate Board Director Mathew Salter, Town of Ross.

4. Report from Chief Executive Officer (Discussion)

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

5. Consent Calendar (Discussion/Action)

- C.1 Approval of 10.6.25 Meeting Minutes
- C.2 Proposed Fourth Amended and Restated Schedule A.1 to the Master Services Agreement with Franklin Energy Services, LLC
- C.3 MCE Q1 FY 2025/26 Treasurer's Report and Treasurer's Monthly Investment Report September 2025
- C.4 Review Draft 11.20.25 Board Agenda

Chair Perrey pulled Item C.3, and Director Wilkinson requested that Item C.4 be pulled from the consent calendar for discussion. The Chair accepted the request and opened the floor for questions and comments from committee members.

Chair Perrey opened the public comment period and there were comments made by members of the public, Dan Segedin, and Alternate Board Director Mathew Salter, Town of Ross.

Action 1: It was M/S/C (Quinto/Darling) **to approve Consent Calendar items C.1 and C.2.** Motion carried by unanimous roll call vote. (Absent: Beckman and Llorens Gulati).

Action 2: It was M/S/C (Coler/Paulson) **to accept Consent Calendar item C.3 and to approve Consent Calendar item C.4.** Motion carried by unanimous roll call vote. (Absent: Beckman and Llorens Gulati).

6. Public Open Time on Closed Session Matter

Chair Perrey opened the public comment period and comments were made by member of the public, Mimi Willard.

Begin Closed Session Chair Perrey opened the closed session at 12:54 p.m.

7. Roll Call/Quorum

Chair Perrey returned to open session at 3:42 p.m. and quorum was established by roll call.

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8. Resolution 2025-06 Establishing the Annual Compensation for the Chief Executive Officer (Discussion/Action)

Action: It was M/S/C (Coler/Nakamura) to **approve Resolution 2025-06 Establishing the Annual Compensation for the Chief Executive Officer.**

Motion carried by roll call vote. 7-Yays 2-Nos (Nos: Paulson and Wilkinson.

Absent: Beckman and Llorens Gulati).

9. Committee & Staff Matters (Discussion)

Dawn Weisz made comments.

10. Adjournment

Chair Perrey adjourned the meeting at 3:48 p.m. to the next scheduled Executive Committee Meeting on December 1, 2025.

Max Perrey, Chair

Attest:

Dawn Weisz, Secretary



December 1, 2025

TO: MCE Executive Committee

FROM: Javier Montalbo, Customer Programs Manager

RE: Proposed First Amendment to Fifth Agreement with Strategic Energy Innovations (Agenda Item #05 C.2)

ATTACHMENTS: A. First Amendment to Fifth Agreement with Strategic Energy Innovations
B. Fifth Agreement with Strategic Energy Innovations

Dear Executive Committee Members:

Summary:

The proposed First Amendment to Fifth Agreement with Strategic Energy Innovations ("SEI") would allow SEI to continue to implement MCE's Green Workforce Pathways ("GWP") program.

Background:

The GWP program is part of MCE's portfolio of California Public Utility Commission ("CPUC") funded energy efficiency programs. The GWP program aims to provide training to energy industry contractors on best practices in electrification and to provide a pathway for qualified job seekers to on-the-job training opportunities with contractors. Since 2020, GWP has supported over 300 job seekers to develop skills to enter the clean energy workforce, helping to create more than 8,160 job hours with electrification and energy efficiency contractors. The not-to-exceed budget associated with the proposed First Amendment to the Fifth Agreement with SEI is \$537,049.

Under the proposed agreement, SEI would:

- Collaborate with program partners, including the Association for Energy Affordability, MCE, and energy trade educators.
- Oversee all aspects of the on-the-job training program for job seekers.
- Coordinate on-the-job training opportunities with contractors involved in MCE's energy efficiency and electrification programs.
- Provide instructional and curriculum design support to energy trade educators.

Fiscal Impacts:

If approved, the proposed First Amendment to the Fifth Agreement with SEI would be active from January 1, 2026, through December 31, 2026, with a not to exceed contract value of \$537,049.

Expenditures would be funded entirely from the energy efficiency program funds allocated by the CPUC.

Recommendation:

Approve the proposed First Amendment to Fifth Agreement with Strategic Energy Innovations.

FIRST AMENDMENT TO FIFTH AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND STRATEGIC ENERGY INNOVATIONS

This FIRST AMENDMENT is made and entered into on December 1, 2025, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and Strategic Energy Innovations (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on December 4, 2024, to provide Green Workforce Pathways program ("Program") implementation services ("Agreement"); and

WHEREAS, Section 3 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$507,049 for the Program implementation services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to increase the contract amount by \$537,049 for total consideration not to exceed \$1,044,098; and

WHEREAS, Section 4 of the Agreement stated the Agreement shall terminate on December 31, 2025; 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 number of job seekers and participants supported through the Program; and

WHEREAS, the parties desire to amend Exhibit A to the Agreement to increase the number of job seekers and participants supported through the Program; and

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

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

NOW, THEREFORE, the parties agree to modify Section 3, Section 4, Exhibit A and Exhibit B as set forth below.

AGREEMENT

1. Section 3 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$1,044,098**.

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

TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2025** ("Effective Date"), and shall terminate on **December 31, 2026**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

3. In Exhibit A, Task 2A ("Management of Program and Support Services"), the number of Job Seekers and Participants to be engaged and supported by Contractor is increased from sixty (60) Job Seekers and thirteen (13) Participants to one hundred forty (140) Job Seekers and twenty-seven (27) Participants.

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

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

For Services provided between January 1, 2025 and December 31, 2025, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Task 1: Collaboration and Coordination with MCE and Program Partners: \$70,000
Task 2A: Management of Program and Support Services: \$381,633
Task 2B: Management of Program and Support Services for the "Training the Next Generation Project": \$15,416
Task 3: Training Content Improvement Support: \$30,000
Task 4: Project Management: \$10,000
Total: \$507,049

Contractor Staff Rates for 2025

Title	Hourly Rate
Executive Director	\$254
Deputy Director	\$234
Senior or Principal Director	\$220
Director	\$213
Associate Director	\$200
Manager	\$192
Associate Manager	\$164
Coordinator	\$144
Associate Coordinator	\$121
Non-Profit Leadership Fellow	\$107

For Services provided starting January 1, 2026, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Task 1: Collaboration and Coordination with MCE and Program Partners: \$85,000
Task 2A: Management of Program and Support Services: \$396,633
Task 2B: Management of Program and Support Services for the "Training the Next Generation Project": \$15,416
Task 3: Training Content Improvement Support: \$30,000
Task 4: Project Management: \$10,000
Total: \$537,049

*Upon written request of the Contractor and written approval of MCE, funds may shift between Tasks 1-4 to accomplish the scope of services outlined in this Agreement.

**As is consistent with CPUC rules, any unspent funds that remain in Program years 2024 and 2025 may be rolled over to Program year 2026. MCE will inform Contractor via email what available funds may be rolled over.

Contractor Staff Rates for 2026

Title	Hourly Rate
Executive Director	\$273
Deputy Director	\$251

Senior or Principal Director	\$237
Director	\$230
Associate Director	\$218
Manager	\$206
Associate Manager	\$177
Coordinator	\$155
Associate Coordinator	\$131
Non-Profit Leadership Fellow	\$115
Senior Manager	\$210
Project Lead	\$170
Senior Coordinator	\$172

Contractor will bill MCE monthly based on the number of hours and materials expended for the previous month. Contractor will provide an itemized invoice that includes a monthly status report with specific hours and materials expended per Task within the Program for the previous month; however, MCE will not be obligated to pay the invoice unless and until MCE has reviewed and accepted the monthly status report provided by Contractor at the beginning of each month and confirmed that the hours and materials itemized in the invoice match the work described in the monthly status reports.

In no event shall the total cost to MCE for the Services provided herein exceed the maximum sum of \$1,044,098 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 FIRST Amendment on the day first written above.

MARIN CLEAN ENERGY:

CONTRACTOR:

By:

By:

Date:

Date:

Chairperson:

By:

Date:

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT
FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND STRATEGIC ENERGY INNOVATIONS**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into on December 4, 2024 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and STRATEGIC ENERGY INNOVATIONS, a California nonprofit corporation with principal address at: 100 Smith Ranch Road, Suite 124, San Rafael, CA 94903, USA (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

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

WHEREAS, Contractor desires to provide the Services to MCE;

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

1. SCOPE OF SERVICES:

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

2. FEES AND PAYMENT SCHEDULE; INVOICING:

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

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$507,049**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2025** ("Effective Date") and shall terminate on **December 31, 2025**, 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 and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

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

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

5.4. NONDISCRIMINATORY EMPLOYMENT. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and

agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

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

6. INSURANCE:

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

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

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

- 6.1. GENERAL LIABILITY.** The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one **million dollars (\$1,000,000)** with a **three million dollars (\$3,000,000)** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).
- 6.2. AUTO LIABILITY.** Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).
- 6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

6.4. INTENTIONALLY OMITTED

7. RESERVED

8. SUBCONTRACTING:

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

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

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

9. RETENTION OF RECORDS AND AUDIT PROVISION:

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

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. OWNERSHIP AND USE RIGHTS.

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data. "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.
- b) **Intellectual Property.** Contractor will retain copyright and ownership of pre-existing curriculum materials and program resources ("Contractor Materials", listed in Exhibit D), including the pre-existing materials that are modified and adapted for MCE purposes ("Modified Contractor Materials") and for those materials newly created and developed for MCE ("New Materials") during the course of this Agreement. Contractor hereby grants to MCE a perpetual, non-exclusive, irrevocable, royalty free, transferable, no-charge license to use, display, modify, excerpt, and reproduce the Modified Contractor Materials and New Materials ("License") as reasonably necessary for MCE to receive the benefit of Contractor's Services. Neither party may use the Modified Contractor Materials or New Materials that include the name or logo of the other party without obtaining that parties' written permission. Contractor further agrees to provide MCE with any updates to the Modified Contractor Materials and New Materials which shall be subject to the License terms. Contractor will ensure and make available the latest versions and all updates to the Modified Contractor Materials and New Materials, as well as provide MCE the tracking and reporting of updates and distribution of such materials during and beyond the term of the Agreement. Beyond the term of the Agreement, Contractor Materials will be provided for a nominal license fee to be agreed to by the parties, but Modified Contractor Materials and New Materials will continue to be offered at no cost to Training Service Providers. Upon termination of this Agreement, Contractor agrees to provide MCE with electronic copies of all Modified Contractor Materials and New Materials created under this Agreement. For clarity, notwithstanding any terms in this Agreement or any confidentiality agreements between the parties, MCE has no obligation to delete or return the Modified Contractor materials and new Materials.

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

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is

able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

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

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

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

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

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

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

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

12.8. Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24 and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

13. ASSIGNMENT:

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

14. AMENDMENT; NO WAIVER:

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

15. DISPUTES:

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

16. **JURISDICTION AND VENUE:**

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

17. **INDEMNIFICATION:**

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, or 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
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All other notices shall be given to MCE at the following location:

Contract Manager:	Monique McCool
MCE Address:	1125 Tamalpais Avenue San Rafael, CA 94901
Email Address:	contracts@mcecleanenergy.org
Telephone No.:	(415) 464-6049

Notices shall be given to Contractor at the following address:

Contractor:	Sophia Zug
Address:	100 Smith Ranch Road, Suite 124, San Rafael, CA 94903, USA
Email Address:	sophia@seiinc.org
Telephone No.:	415.507.1797

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.

	☒	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services	DS SM	Initial DW
<u>EXHIBIT B.</u>	X	Fees and Payment	DS SM	Initial DW

EXHIBIT C.	X	Energy Efficiency Program Terms	DS SM	Initial DW
EXHIBIT D.	X	Contractor Materials	DS SM	Initial DW

21. SEVERABILITY:

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

22. INDEPENDENT CONTRACTOR:

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

23. TIME:

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

24. THIRD PARTY BENEFICIARIES:

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

25. FURTHER ACTIONS:

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

26. PREPARATION OF AGREEMENT:

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

27. DIVERSITY SURVEY:

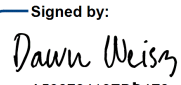
Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Contractor agrees to provide information to MCE regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: <https://form.asana.com/?k=jSGYk4x3sf2dHfSzywc2fq&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, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall provide all such information in the timeframe reasonably requested by MCE.

28. COUNTERPARTS:

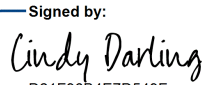
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

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

APPROVED BY
MARIN CLEAN ENERGY:

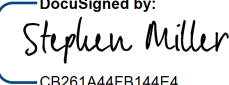
Signed by:
By: 
Name: Dawn Weisz

Title: CEO
Date: 12/12/2024

Signed by:
By: 
Chairperson

Date: 12/5/2024

CONTRACTOR:

DocuSigned by:
By: 
Name: Stephen Miller

Title: Deputy Director
Date: 12/18/2024

MODIFICATIONS TO STANDARD SHORT FORM

☒ Standard Short Form Content Has Been Modified

List sections affected: Sections 10.1, and 10.2

Approved by MCE Counsel:

DocuSigned by:



A90D5C36DBF141C...

 Date: 12/12/2024

EXHIBIT A SCOPE OF SERVICES

Contractor 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 Agreement:

Definitions:

- Job Seeker(s): Individual the Program is supporting in some capacity.
- Participant(s): Job seekers participating in a paid work experience through the Program.
- Program Partner(s): Training service providers, wrap-around service providers and Potential Employers.
- Potential Employer(s): Contractors who work in the energy industry who are matched with Participants. Potential Employers serve as employer of record.
- Program: Green Workforce Pathways Program, which is part of MCE's greater Workforce Education and Training Program. The Program and Contractor's involvement with the Program is subject to change, based on written agreement by MCE and Contractor.

Contractor will provide the following implementation services as requested and directed by MCE staff for the Program. Tasks included in this scope are:

1. Collaboration and Coordination with MCE and Program Partners.
2. Management of the Program and Support Services.
3. Training Content Improvement Support.
4. Project Management.

MCE's Green Workforce Pathways program ("Program") offers Job Seekers a pathway towards energy sector careers by providing customized support. There are two distinct, simultaneous portions of the Program: The Job Seeker and Participant portion and the Potential Employer portion. Contractor will manage the Job Seeker and Participant portion of the Program.

Task 1: Collaboration and Coordination with MCE and Program Partners

Contractor will help manage collaboration among Program Partners.

Deliverables:

- Conduct regular, as needed check-ins with Association for Energy Affordability ("AEA", or a different, similar contractor as designated by MCE) to coordinate the Potential Employer portion of the Program;
- Develop and manage regular, as needed check-ins among all Program Partners and/or MCE and/or AEA to coordinate training and continued support efforts;
- Conduct regular, as needed check-ins with MCE to: update MCE on status of Task 1 ongoing activities, discuss any areas of concern, request input from MCE.

Task 2A: Management of Program and Support Services

Contractor will engage at least 60 energy sector Job Seekers by providing customized support towards energy sector careers, including: career and job coaching, wrap-around service provider connections, and/or energy job access/placement. Contractor will customize Job Seeker services based on Job Seekers' needs and will coordinate with Program Partners to support Job Seekers where possible.

Job Seeker Recruitment: In order to recruit individuals into the Program, Contractor will:

- Develop collateral to market Program to Job Seekers, as needed (collateral to be pre-approved by MCE prior to distribution).
- Support recruitment of Job Seekers, from Program Partners and beyond, as needed. Strategies will include events and outreach to local job center/workforce training partners, posting job descriptions to portals such as Indeed, and working with community partners such as Workforce Investment Boards, job centers, and the Marin City Community Development Corporation to attract applicants across MCE Service Area.

Personalized Job Seeker Support: Contractor will provide (or, if necessary, refer Job Seekers to another entity that provides) at least one of the following services for each Job Seekers:

Career Needs Assessment and Planning Support:

- Explore potential career paths with Job Seekers.
- Assist Job Seekers in selecting their preferred career path and review entry level qualifications.
- Establish a career plan and identify barriers.
- Devise a supportive service strategy to address identified barriers.

Supportive Services:

- Criminal record expungement.
- Assistance with securing a driver's license.
- Assistance in improving English language skills.
- Providing job site transportation support.
- Connecting Job Seekers with food, childcare, and/or housing security services.
- Providing Job Seekers with professional clothing, tools, and footwear that are typically required for the Job Seekers to enter the workforce.

Job Readiness Support:

- Customized resume development which includes teaching Job Seekers how to analyze job descriptions and extract essential qualifications and creating customized resumes that effectively address the extracted essentials.
- Interviewing practice and/or preparation.
- Career coaching and confidence building.
- Connecting Job Seekers with energy industry employers (including Potential Employers brought in by AEA or a different, similar contractor as designated by MCE), by:
 - Coordinating industry partners to present at training programs.
 - Identifying job opportunities.
 - Facilitating informational interviews.
 - Matching Participants with paid work experience placements; and
 - Building connections with local training partners and organizations to enhance energy job skills (including pre-apprenticeship programs and programs that provide training to candidates).
- Additional services may also be provided if agreed upon by Contractor and MCE.

Of these 60 Job Seekers, Contractor will support 13 Participants in paid work experience placements, as detailed below:

Paid Work Experience for Participants: Contractor will work with Potential Employers to manage the Program. Contractor will provide support for Participants in the Program by completing the following subtasks as needed:

Potential Employer Coordination:

- Work with pre-vetted Potential Employers to identify positions for Participants (Vetting of Potential Employers prior to Program enrollment to be provided by AEA or a different, similar contractor as designated by MCE).
- Understand the job scope for each Participant position by identifying the key skills and roles Potential Employers are seeking in each Participant position.
- Coordinate with Potential Employers to determine Potential Employers' ideal roles in the hiring process.

Participant Hiring

- Conduct Participant screenings; collect needed documents from Participants such as resumes.
- Match Potential Participants with individual Potential Employers.
- Provide Rate of Pay/Potential Employer Oversight: for up to 160 regular hours for each Participant at pay rate of at least \$20 per hour (hourly rates for the 13 paid Participants shall be determined by Contractor based on Potential Employer entry rate of pay). Contractor will subsidize the Potential Employer for the agreed upon wage, up to \$26/hour, for the hours worked by the Participant.
 - The Contractor will subsidize the cost of employment, up to 160 hours and up to \$26 per hour per Participant. Exact amounts will vary based on Participant's starting wage and the duration of each paid work experience.

Deliverables:

- Provide at least 60 **Job Seekers** with customized, personalized support ranging from career and job coaching, wrap-around service provider connection, and/or job access/placement. Contractor will document and report on the types of services each Job Seeker receives. Support will be provided regardless of whether the Job Seeker later enters a paid work experience placement.
- Of those 60 Job Seekers, support at least 13 **Participants** with paid work experience placements.

Task 2B: Management of Program and Support Services for the "Training the Next Generation Project"

Energy Efficiency (EE) and Electrification Job Coaching, Contractor Matching, & Program Management

- Coordinate with LIME Foundation to identify the "best fit" candidates for the Program
- Support graduates referred by LIME Foundation with preparing and completing the application process for the paid work experience opportunity in the Program.
- If applicable, support LIME Foundation graduates in the paid work experience portion of the Program
- Support the onboarding of Potential Employers to ensure adequate placements

- Communicate to participating Program employing contractors about paid work experience, inquiring about the available positions and what skills/qualifications they are looking for in jobseekers
- Report on activity with preparing LIME Foundation graduates to be successful in placements
- Report outcomes of LIME Foundation graduates and their status with contractor placements

Deliverables:

- Provide new hire support for up to 6 graduates matched with enrolled Program contractors
- Report to MCE on Program activities and outcomes associated with LIME Foundation graduates

Task 3: Training Content Improvement Support

Contractor will work with MCE, AEA (or a different, similar contractor as designated by MCE), and selected training service providers to support continuous improvement of training materials and content. Contractor will collaborate with training service providers' faculty/instructors to enhance the quality of Participant training through two training improvement projects using: Contractor staff time, pre-existing Contractor curriculum, training service provider time for curriculum improvement, resources for training materials, and/or trainer implementation of training through co-instruction.

Deliverable:

- Oversee at least two training improvement projects to completion.

Task 4: Project Management

By the 16th of each month, Contractor will provide a monthly status report to MCE Customer Programs staff that includes Program accomplishments, status of Task completion, and descriptions of each expense and hours spent the previous month.

Deliverable:

- Monthly status reports

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:

Task 1: Collaboration and Coordination with MCE and Program Partners: \$70,000

Task 2A: Management of Program and Support Services: \$381,633

Task 2B: Management of Program and Support Services for the "Training the Next Generation Project": \$15,416

Task 3: Training Content Improvement Support: \$30,000

Task 4: Project Management: \$10,000

Total: \$507,049

*Upon written request of Contractor and written approval of MCE, funds may shift between Tasks 1-4 to accomplish the scope of services outlined in this Agreement.

**As is consistent with CPUC rules, any unspent funds that remain in Program year 2024 may be rolled over to Program year 2025. MCE will inform Contractor via email what available funds may be rolled over.

Contractor Staff Rates

Title	Hourly Rate
Executive Director	\$254
Deputy Director	\$234
Senior or Principal Director	\$220
Director	\$213
Associate Director	\$200
Manager	\$192
Associate Manager	\$164
Coordinator	\$144
Associate Coordinator	\$121
Non-Profit Leadership Fellow	\$107

Contractor will bill MCE monthly based on the number of hours and materials expended for the previous month. Contractor will provide an itemized invoice that includes a monthly status report with specific hours and materials expended per Task within the Program for the previous month; however, MCE will not be obligated to pay the invoice unless and until MCE has reviewed and accepted the monthly status report provided by Contractor at the beginning of each month, and confirmed that the hours and materials itemized in the invoice match the work described in the monthly status reports.

In no event shall the total cost to MCE for the Services provided herein exceed the **maximum sum of \$507,049** for the term of the Agreement.

EXHIBIT C

Energy Efficiency Program Terms

The terms below shall apply to all Contractor Parties providing Services under the MCE16 - Green Workforce Pathways ("Program").

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

- a) Contractor 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 Contractor to be aware of all CPUC requirements applicable to the Services of this Agreement.
- b) Contractor 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) Contractor shall make available to MCE any revisions to Contractor'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, Contractor shall comply with, and shall cause all Contractor Parties to comply with, the workforce qualifications, certifications, standards and requirements set forth in this Exhibit D, 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 Exhibit A. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by MCE, Contractor shall provide all documentation necessary to demonstrate to MCE's reasonable satisfaction that Contractor has complied with the Workforce Standards.

3. COORDINATION WITH OTHER PROGRAM ADMINISTRATORS:

Contractor 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 Contractor is required to comply with such rules.

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

Contractor 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 Exhibit A, if applicable. Contractor shall use modified values upon MCE's request, provided MCE modifies Contractor'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: Contractor 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.

EXHIBIT D
Contractor Materials

The training materials below have been developed by and are exclusively owned by the Consultant. Contractor shall retain all of its rights, title and interest in all Pre- Existing Materials and Contract Materials herein.

1. Home Energy Assessment (SEI copyright 10/21/13)
2. Home Water Assessment (SEI copyright 11/20/13)
3. School Energy Assessment (SEI copyright 2/7/13)
4. School Water Assessment (SEI copyright 1/29/13)
5. Low Flow Toilet Assessment (SEI copyright 10/6/14)
6. School Transportation Assessment (SEI copyright 11/5/14)
7. Eco Audit (SEI copyright 4/24/13)
8. School Solar Analysis (SEI copyright 10/9/13)
9. Home Solar Analysis (SEI copyright 9/10/14)
10. School Energy Use and Solar Monitoring (SEI copyright 10/14/13)
11. Solar USB Charger (SEI copyright 2/12/15, updated 6/2019)
12. Solar Water Heating (SEI copyright 5/1/15, updated 2021)
13. Introduction to SketchUp (SEI copyright 2021)
14. Aquaponics (SEI copyright 10/28/15)
15. Watersheds & Public Water Systems (SEI copyright 7/24/15, updated 2020, 2021)
16. Biomimicry (SEI copyright 10/30/15)
17. Engineering Aquatic Ecosystems (SEI copyright 9/21/15)
18. Climate Change (SEI copyright 12/1/18)
19. Air Quality (SEI copyright 3/3/2020)
20. Sustainability Certificates: Energy (SEI copyright 1/15/13), Green Building (SEI copyright 1/29/13), Green Transportation (SEI copyright 4/11/13), Energy Auditing (SEI copyright 10/29/13), Solar (SEI copyright 11/9/15), Sustainable Enterprise (SEI copyright 10/23/13), and Zero Net Energy (SEI copyright 1/3/16)
21. Energy Conservation Competition Resources: Competition Launch Lesson Plan (High school & Elementary), Student Team Competition Intro Lesson PowerPoint, Competition Participation Guide, SEI Walk-Through Audit Guide, Energy Conservation Action Plan Template, Competition Action Ideas, and PowerPoint Template Energy Competition Presentation to School Community (SEI copyright 2/20/15, updated 2016)
22. Guides: Energy Conservation Guide (SEI copyright 10/17/13), School Zero Waste Guide (SEI copyright 6/26/15), School Sustainability Policy (SEI copyright 9/18/14), and Sustainability Fair Guide (SEI copyright 10/24/13), and Water Conservation Guide (SEI copyright 2/1/16)
23. Earth Day Campaign Challenge: (SEI copyright 2016, updated 2017, 2018, 2019, 2020, and 2021)
24. Solar Cup: Green Careers Activity, Transportation Activity, Watersheds Activity, Solar Car Challenge, Earth Month PSA (SEI copyright 2020, updated 2021)
25. Zero Waste Challenge: Rot On!, Leftover Makeover!, Don't Waste Your Voice, Trash or Treasure (SEI copyright 2019, updated 2020, 2021)
26. Elementary & Middle School Resources: School Energy Audit Grades 4-8 (SEI copyright 4/3/12), Protect Your Climate Grade 4-5 (SEI copyright 7/19/12), Sustainability Curriculum Grades K-1 (SEI copyright 7/31/14), and Sustainability Curriculum Grades 2-3 (SEI copyright 10/17/15)
27. Innovations in Green Technology, Energy and Environmental Design, and Sustainable Urban Planning Courses: CTE Energy, Environment, & Utilities courses (SEI copyright 8/15/15)
28. SEI Energy & Solar Monitoring Tool (SEI copyright 8/19/13, updated 2016)
29. Making the Financial Case for Sustainability Investments (SEI copyright 5/31/13)
30. Sustainable Practices Certificate Program (SEI copyright 4/25/2008)
31. Energy Innovation Center Tour Guide (SEI copyright 2/3/2014)
32. Clean Energy Technology Management Certificates and Degree (SEI copyright 5/5/2012)
33. Solar Installation and Integration Course (SEI copyright 7/9/2008)
34. Introduction to Clean Energy Concepts Course (SEI copyright 2/9/2010)
35. Solar Design, Estimation and Sales Course (SEI copyright 3/17/2010)
36. West Valley College Green Building and Energy Auditing Courses (11/9/2009)
37. Climate Corps Program (8/1/2010)
 - a. Including the following Fellow workproducts

- i. **Scope of work**
- ii. **Monthly progress reports**
- iii. **Fellow performance reviews**
- iv. **Skyline College guest lecture**
- v. **Program metrics**
- vi. **End of program “Symposium” poster**
- vii. **Program feedback surveys**



December 1, 2025

TO: MCE Executive Committee

FROM: Javier Montalbo, Customer Programs Manager

RE: Proposed Schedule A.5 to Master Services Agreement with Association for Energy Affordability, Inc. (Agenda Item #05 C.3)

ATTACHMENTS:

- A. Schedule A.5 to Master Services Agreement with Association for Energy Affordability, Inc.
- B. Fifth Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- C. Fourth Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- D. Third Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- E. Second Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- F. First Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- G. Master Services Agreement with Association for Energy Affordability, Inc.

Dear Executive Committee Members:

Summary:

MCE has a Master Services Agreement ("MSA") with the Association for Energy Affordability, Inc. ("AEA") to perform implementation services for several of MCE's residential energy efficiency programs and Green Workforce Pathways ("GWP") program. The proposed Schedule A.5 would extend AEA's role in the implementation of MCE's GWP program through the end of 2026.

Background:

The GWP program is part of MCE's portfolio of California Public Utility Commission ("CPUC") funded energy efficiency programs. The GWP program provides training to contractors on best practices in electrification and to support new workforce entrants by matching them with industry professionals for on-the-job, paid training. AEA's scope would continue to include workforce engagement, education, job skills and electrification training support. Since 2020, GWP has supported over 300 job seekers to develop skills to enter the clean energy workforce, helping to

create more than 8,160 job hours with electrification and energy efficiency contractors. The not-to-exceed budget associated with the proposed Schedule A.5 to MSA with AEA is \$406,110.

Fiscal Impacts:

Expenditures would be funded entirely from the energy efficiency program funds allocated by the CPUC.

Recommendation:

Approve the proposed Schedule A.5 to Master Services Agreement with Association for Energy Affordability, Inc..

Schedule A.5

Statement of Work for Green Workforce Pathways Program

This Schedule A.5 is entered into on **December 1, 2025** 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 and amended March 10, 2022, August 24, 2023, March 6, 2024, and November 10, 2025 (collectively, as amended, "MSA").

Overview:

Contractor will provide the following technical assistance Services as part of the Green Workforce Pathways program ("Program"), formerly known as the Workforce Education and Training program, as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Schedule A.5:

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:

"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, Future Build, or West Contra Costa Adult School.

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

"Program" = 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 Green Workforce Pathways Metrics tracker by updating the spreadsheet monthly
- 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

2026 Deliverables:

- Contractor and MCE will report 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 2: Employer Engagement and Recruitment

Contractor will:

- Perform outreach to Employers to recruit them for electrification training and for pairing with Program Participants.
- Contractors will also collaborate with SEI on Employer recruitment.
- After initial outreach with Employer(s), Contractor may attend a field meeting at the Employer's job site on an as needed basis.
- 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 may work with MCE on hosting or attending contractor-facing engagement events
- Contractor will assist with the enrollment of BIPOC owned businesses, employers with focus on DEI inclusion, small business owners, and veteran-owned businesses.
- Contractor will collaborate with SEI and MCE to develop marketing collateral to communicate expectations for both Program Participants and Employers who wish to hire Program Participants. Contractor may collaborate with SEI and MCE to create collateral for in-person events and/or digital materials.
- Contractor will provide an outreach calendar for 2026 calendar year with opportunities for in-person events as well as other opportunities to have face time with Employers.

2026 Deliverables:

- A minimum of thirty (30) Employers will be engaged to encourage participation and support paid workforce experience placements.

Task 3A: Workforce Education

Electrification Training Stipend: Contractor will work with heat pump and other electrification-focused manufacturers to identify eligible heat pump manufacturer training which can be utilized by Employers' staff. Training may cover sizing, installation, and/or servicing of heat pumps or the analysis and upgrades of building electrical systems in preparation for the installation of heat pumps (such as electrification readiness), or other topics as approved by MCE. Training may be conducted in person or online. The 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 electrification training 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. The 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 training 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.

Workforce Partner Trainings: Contractor will provide (2) or more training, unless mutually agreed upon by Contractor and MCE, 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

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

2026 Deliverables:

Electrification Training Stipend: Contractor will provide a stipend for at least fifteen (15) electrification trainings as budget allows. Contractor will document the following information on electrification training funded through the Program:

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

The Contractor will provide a list of requirements for electrification training 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.

Workforce Partner Training: Contractor will provide (2) or more training, unless mutually agreed upon by Contractor and MCE, on electrification and building science as requested by local training partners, either online or in person, depending on needs of local training partner. Contractor will track the following information for any in-person training given:

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

Task 3B: Training the Next Generation Project Charter: In 2026, Contractor will deliver two (2) trainings and coordinate any further training materials needed by the LIME foundation staff.

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.5 pursuant to Section 12 of the MSA.

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 in accordance with the hourly rates specified in the MSA between MCE and Contractor.

2026 Budget

For Services provided under this Schedule A.5, 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 rates included in the MSA.

	<u>FEE SCHEDULE</u>	
Task	Definition	Estimated Budget
Task 1	Administration	\$20,000
Task 2	Employer Engagement and Recruitment	\$150,000
Task 3A	Workforce Education	\$229,082
Task 3B	Workforce Education - "Training the Next Generation Charter"	\$7,028
Total:		\$406,110

*Fees billed shall include any necessary materials and mileage for onsite visits at the applicable standard California reimbursement rates (available at calhr.ca.gov).

Upon written request of the Contractor and written approval of MCE, funds may shift between Tasks 1-3 to accomplish the scope of services outlined in this Statement of Work.

As is consistent with CPUC rules, any unspent funds that remain in Program year 2025 may be rolled over to Program year 2026. MCE will inform Contractor via email what available funds may be rolled over.

In no event shall the total cost to MCE for the Services provided under this Statement of Work exceed the maximum sum of **\$406,110** for the term of the Statement of Work.

Term of Statement of Work:

This Statement of Work shall commence on **Jan 1, 2026**, and shall terminate on **December 31, 2026**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.5 on the date first above written.

**APPROVED BY
MARIN CLEAN ENERGY:**

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Chairperson

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

**FIFTH AMENDMENT TO MASTER SERVICES AGREEMENT
BY AND BETWEEN MARIN CLEAN ENERGY
AND ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (AEA)**

This FIFTH AMENDMENT is made and entered into on 11/10/2025, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (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, August 24, 2023, March 18, 2024, and December 19, 2024, to provide energy efficiency technical assistance services ("Agreement"); and

WHEREAS, Section 4 of the Agreement, as amended, stated the Agreement shall terminate on March 31, 2026; and

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

WHEREAS Exhibit B to the Agreement specified the fee and payment schedule MCE would use to compensate Contractor for the energy efficiency technical assistance 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, and Exhibit B 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, 2027**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

2. The Rate Schedule in Exhibit B is hereby removed and replaced in its entirety to read as follows:

Position	Hourly Rate for Services Performed in 2025	Hourly Rate for Services Performed in 2026
Senior Director	\$283	\$283
Director	\$211	\$216
Associate Director	\$181	\$205
Senior Manager	\$179	\$181
Manager	\$169	\$169
Senior Associate	\$155	\$155
Associate	\$137	\$137
Coordinator	\$124	\$124

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 FIFTH Amendment on the day first written above.

MARIN CLEAN ENERGY:

Signed by:
By: *Dawn Weisz*
A59878416EBC4F8...

Date: 11/10/2025

CONTRACTOR:

DocuSigned by:
By: *Andrew Brooks*
AFAD2489924E46B...

Date: 11/14/2025

FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (AEA)

This FOURTH AMENDMENT is made and entered into on 12/19/2024, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (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, August 24, 2023, and March 18, 2024, to provide energy efficiency technical assistance services ("Agreement"); and

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

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

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

AGREEMENT

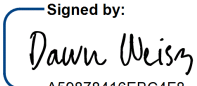
1. The Rate Schedule in Exhibit B is hereby removed and replaced in its entirety to read as follows:

Position	Hourly Rate for Services Performed in 2024	Hourly Rate for Services Performed in 2025
Senior Director	\$ 275	\$283
Director	\$ 203	\$211
Associate Director	\$ 174	\$181
Senior Manager	\$ 171	\$179
Manager	\$ 159	\$169
Senior Associate	\$ 146	\$155
Associate	\$ 129	\$137
Coordinator	\$ 117	\$124

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

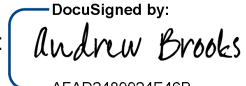
IN WITNESS WHEREOF, the parties hereto have executed this FOURTH Amendment on the day first written above.

MARIN CLEAN ENERGY:

Signed by:
By: 
A59878416EBC4F8...

Date: 12/19/2024

CONTRACTOR:

DocuSigned by:
By: 
AFAD2489924E46B...

Date: 12/19/2024

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:

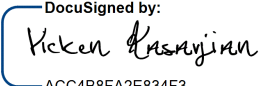
1. MCE CRM access is subject to the NDA between the Parties dated December 7, 2021.
2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - A. Confidential Information shall have the same meaning as defined in the MCE NDA between 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.

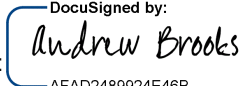
IN WITNESS WHEREOF, the parties hereto have executed this THIRD Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: 
ACC4B8FA2E834F3...

Date: 3/18/2024

CONTRACTOR:

By: 
AFAD2489924E46B...

Date: 3/18/2024

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:

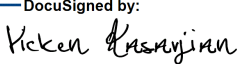
TERM OF AGREEMENT:

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.

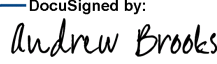
IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT on the day first written above.

MARIN CLEAN ENERGY:

DocuSigned by:
By: 
ACC4B8FA2E834F3...

Date: 8/24/2023

CONTRACTOR:

DocuSigned by:
By: 
AFAD2489924E46B...

Date: 8/29/2023

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.

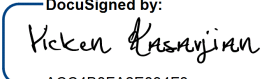
This Exhibit C is applicable to all existing and any future schedules under this MSA.

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

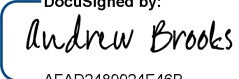
1. MCE CRM access is subject to the NDA between the Parties dated January 1, 2017.
 2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - o Confidential Information shall have the same meaning as defined in the MCE NDA between 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

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.

	☒	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	☒	Form of Statement of Work	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>EXHIBIT B.</u>	☒	Fees and Payment	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.1</u>	☒	Statement of Work for AERN Program	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.2</u>	☒	Statement of Work for Multifamily Programs	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.3</u>	☒	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: Dawn Weisz
A59878416EBC4F8...

Name: _____

Title: CEO

Date: 3/22/2021

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

Date: 3/20/2021

CONTRACTOR:

DocuSigned by:
By: Andrew Brooks
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

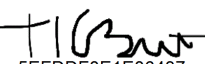
Marin Clean Energy:

DocuSigned by:

 By: A59878410EBC4F8...

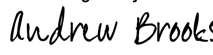
Name: _____

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*	- Host industry roundtable to share program insight and solicit feedback - Host 2 electrification topic workshops - Perform 1 participating contractor field mentorship sessions	- Participating contractor on-the-job training begins - Engage with workforce development organizations
Q2 2021*	- Host 2 electrification topic workshops - Perform 3 participating contractor field mentorship sessions	
Q3 2021*	- Host 1 electrification topic workshop - Perform 3 participating contractor field mentorship sessions	
Q4 2021*	- 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



December 1, 2025

TO: MCE Executive Committee

FROM: Grace Peralta, Senior Customer Programs Manager

RE: Proposed Schedule A.6 to Master Services Agreement with Association for Energy Affordability, Inc. (Agenda Item #05 C.4)

ATTACHMENTS:

- A. Schedule A.6 to Master Services Agreement with Association for Energy Affordability, Inc.
- B. Fourth Amended and Restated Schedule A.2 to Master Services Agreement with Association for Energy Affordability, Inc.
- C. Fifth Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- D. Fourth Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- E. Third Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- F. Second Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- G. First Amendment to Master Services Agreement with Association for Energy Affordability, Inc.
- H. Master Services Agreement with Association for Energy Affordability, Inc.

Dear Executive Committee Members:

Summary:

MCE has an existing Master Services Agreement ("MSA") with the Association for Energy Affordability, Inc. ("AEA") for implementation of energy efficiency and workforce development programs and services. If approved, the proposed Schedule A.6 to MSA ("Schedule A.6") would replace the Fourth Amended and Restated Schedule A.2 to continue AEA's management of the Multifamily Energy Savings ("MFES") program. It would also support the launch of the new Multifamily Energy Savings Resource ("MFES-R") program, which builds on MFES to expand services to more multifamily properties and tenants. The amendment would also authorize closeout activities for the Low Income Families and Tenants ("LIFT") program and provide support for Customer Relationship Management ("CRM") integration.

Background:

On September 27, 2012, MCE's Board approved the First Agreement with AEA to provide services for the multifamily sector. For more than ten years, AEA has supported MCE's energy efficiency goals by serving as a technical consultant and program implementer for the MFES and LIFT programs. AEA's work has included conducting site assessments, providing technical assistance, supporting participating properties with scope development and project management, developing program guidelines, program evaluation, and participant recruitment. AEA has proven to be a skilled and reliable program partner. Under this amendment, AEA will continue to provide these services.

Fiscal Impacts:

The not-to-exceed budget for the proposed Schedule A.6 is \$607,254, with a term through March 31, 2027. If approved, expenditures would be funded by energy efficiency program funds allocated to MCE by the California Public Utilities Commission, totaling \$572,254, and supported by \$35,000 from MCE's Operating Budget. Proposed expenditures will be included in MCE's Fiscal Year 2026/27 budget.

Recommendation:

Approve the proposed Schedule A.6 to Master Services Agreement with Association for Energy Affordability, Inc..

Schedule A.6
Statement of Work for Multifamily Programs

This Schedule A.6 is entered into on December 1, 2025 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, and amended March 10, 2022, August 24, 2023, March 6, 2024, and November 10, 2025 (collectively, as amended, "MSA").

MCE and Contractor hereby agree that this Schedule A.6 replaces Schedule A.2, and that the Fourth Amended and Restated Schedule A.2 is terminated as of December 31, 2025.

Contractor shall provide the following Services under this Schedule A.6 as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Schedule A.6:

Contractor is a program provider for MCE's multifamily programs, which include the Multifamily Energy Savings Equity ("MFES E") Program and the Multifamily Energy Savings Resource ("MFES R") Program. Contractor is also the program provider of the Low Income Families and Tenants (LIFT) Program and will be closing out of the LIFT program. Contractor will provide the following tasks for these programs as requested and directed by MCE Customer Programs staff. Tasks and deliverables are described below.

For both the MFES E and MFES R Programs, and for the closeout of the LIFT Program, Contractor will perform the following tasks:

Administration

- With direction from MCE staff, work with MCE to develop and implement updates to the designs of the MFES E and MFES R Programs as needed;
- Provide MFES E and MFES R Program budgeting projections and regular true-ups throughout the year;
- Coordinate as needed with Bay Area Multifamily Building Enhancements Program ("BAMBE") team and other multifamily program teams to ensure that MCE-qualified properties are being properly assessed for MCE rebate opportunities;
- Check-in with MCE via calls and coordination/reporting meetings, including quarterly reviews and forecasting, to ensure MFES E and MFES R Program goals are met and completed on time;
- Provide benchmarking, including energy consumption data analysis, before and after Program measures are installed, as needed;
- Meet the goals as listed in both the MFES E and MFES R Implementation Plans, and match CET projections approved by MCE and Contractor;
- Provide site visits, scope of work development, and verification to assist with dispersal of future MCE Local Funds Programs, such as MCE Community Housing Grant (\$150,000) and MCE HPWH Incentives (\$150,000), to MFES E and/or MFES R participating projects;
- Provide all final program expenses and rebate processing for LIFT Program closeout.

Reporting

- Provide program information to be included in the monthly reports for the California Public Utilities Commission ("CPUC");
- Manage and update Contractor's MFES E and MFES R Program databases;
- Complete cost effectiveness tool ("CET") and total resource cost ("TRC") related activities;
- Provide MCE with rebate and savings data for measures provided by the MFES E and MFES R Programs so that MCE can process payments and comply with program reporting;
- Provide all final reporting for LIFT Program closeout.

Direct Implementation

- Communicate any budgetary, scope, and other relevant program and project updates to participating property owners or managers ("Customers");
- Complete comprehensive energy upgrade assessments at Contractor-identified qualifying multifamily properties within MCE's service area;
- Build comprehensive reports based on results of the comprehensive assessments at Contractor- identified qualifying multifamily properties;
- Perform savings calculations upon rebate reservation and project close out;

- Provide technical training and education to Customers and property maintenance staff for proposed and installed equipment so that Customers and maintenance staff can successfully operate the installed equipment;
- Verify that installations meet minimum performance and programmatic specifications, including industry standards, applicable CPUC-approved technical work papers.
- Coordinate project scope development and technical support with other energy efficiency and electrification programs statewide to facilitate layering incentives;
- Coordinate project scope development with other MCE- and external-partner programs as designated by MCE to maximize benefit to Customers.
- Upon request by MCE, support MCE and MCE's Marketing, Education, and Outreach ("ME&O") activities;
- Verify property eligibility applicable to MFES E;
- Complete combustion appliance safety ("CAS") testing when required;
- Confirm all final installations and incentive payments for all projects associated with LIFT Program closeout.

In addition to the work related to the MFES E and MFES R Programs, Contractor will:

- Work with MCE staff and MCE's consultants on MCE CRM Integration, upon request from MCE, and in accordance with a timeline mutually agreed upon with MCE; and
- Provide site visits, scope of work development, verification, and reporting to assist with dispersal of other MCE incentives that may be available for layering on top of CPUC funds.

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 in accordance with the hourly rates specified in the MSA between MCE and Contractor.

2026 Budget

The following are the budget amounts for each of Programs described herein. The 2026 program budgets are included herein pending CPUC approval. If it is anticipated that the budgeted amount may be exceeded, funds may move between categories upon written approval of the MCE Senior Customer Programs Manager, prior to Contractor exceeding those budgets.

<u>Program Budget Category</u>	<u>Not-to-Exceed Contractor Time and Materials Budget</u>	<u>Budget Start and End Date</u>
2025 MFES E Program (2025 Program Rollover Funds)	Remaining 2025 MFES E budget for approved unspent committed funds as of 12/31/25 for Direct Implementation (expected to be \$100,000)	Jan 1, 2026 – March 31, 2027
2026 MFES E Program	\$235,000 (Direct Implementation)	Jan 1, 2026 – Mar 31, 2027
2026 MFES R Program	\$197,254 (Direct Implementation)	Jan 1, 2026 – Mar 31, 2027
LIFT Program Closeout (2025 Program Rollover Funds)	Remaining approved LIFT budget for permitted closeout of 2025 Program (expected to be \$40,000)	Jan 1, 2026 – March 31, 2026
MCE CRM Integration	Up to \$35,000, less expenses paid under the expiring A.2 (expected up to \$1,750)	Jan 1, 2026 – Mar 31, 2027

As is consistent with CPUC rules, any unspent committed funds that remain in Program year 2025 may be rolled over to Program year 2026. MCE will inform Contractor via email what available funds may be rolled over.

Contractor will provide an itemized invoice to MCE Customer Programs team for all Services rendered the month prior and identify on the itemized invoice which Services 2026 MFES E Program, 2026 MFES R Program, the LIFT Program Closeout, or MCE CRM Integration. Payment of itemized invoice is subject to MCE Customer Programs team's written approval.

In no event shall the total cost to MCE for the Services provided under this Statement of Work exceed the maximum sum of **\$607,254** for the term of the Statement of Work.

Term of Statement of Work:

This Statement of Work shall commence on **January 1, 2026** and shall terminate on **March 31, 2027**.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work – Schedule A.6 on the day first written above.

MARIN CLEAN ENERGY:

CONTRACTOR:

By:

By:

Date:

Date:

Chairperson:

By:

Date:

FOURTH AMENDED AND RESTATED SCHEDULE A.2 TO THE MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

This FOURTH AMENDED AND RESTATED SCHEDULE A.2 ("Agreement") is made and entered into on 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, as amended on March 10, 2022, August 24, 2023 and March 6, 2024, to provide energy efficiency technical assistance services ("MSA"); and

WHEREAS, MCE and Contractor entered into a Statement of Work on March 18, 2021, as amended on March 24, 2022, August 31, 2023 and March 6, 2024, to provide multifamily program services ("Schedule A.2"); and

WHEREAS, the parties desire to amend and restate Schedule A.2 and replace it with this Agreement;

NOW, THEREFORE, the parties agree that Schedule A.2 is hereby amended and restated in its entirety to read as follows.

Schedule A.2 Statement of Work for Multifamily Programs

This FOURTH AMENDED AND RESTATED Schedule A.2 is entered into on February 10, 2025 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, and amended March 10, 2022, August 24, 2023 and March 6, 2024 ("MSA").

MCE and Contractor hereby agree that the Third Amended and Restated Schedule A.2 is terminated as of December 31, 2024.

Contractor shall provide the following Services under this Schedule A.2 as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Schedule A.2:

Contractor is the overall program provider for MCE's multifamily programs, which include the Multifamily Energy Savings ("MFES") Program and the Low Income Families and Tenant ("LIFT") Program, and will provide for these programs as requested and directed by MCE Customer Programs staff. Tasks and deliverables are described below.

For both the MFES and LIFT Programs, Contractor will perform the following tasks:

Administration

- With direction from MCE staff, work with MCE to develop and implement updates to the designs of the MFES and LIFT Programs as needed;
- Provide MFES and LIFT Program budgeting projections and regular true-ups throughout the year;
- Coordinate as needed with Bay Area Multifamily Building Enhancements Program ("BAMBE") team and other multifamily program teams to ensure that MCE-qualified properties are being properly assessed for MCE rebate opportunities;
- Check-in with MCE via calls and coordination/reporting meetings, including quarterly reviews and forecasting, to ensure MFES and LIFT Program goals are met on time;
- Provide benchmarking, including energy consumption data analysis, before and after Program measures are installed, as needed;

- Meet the goals as listed in both the MFES Implementation Plan and LIFT Program Manual;
- Provide site visits, scope of work development, and verification to assist with dispersal of future MCE discretionary funds, such as MCE Local Fund Renewables or HPWH Incentives, to MFES and/or LIFT participating projects;
- For the LIFT Program, Contractor will provide Evaluation, Measurement, and Verification (EM&V) support.

Reporting

- Provide program information to be included in the monthly reports for the California Public Utilities Commission ("CPUC");
- Manage and update Contractor's MFES and LIFT Program databases;
- Complete cost effectiveness tool ("CET") and total resource cost ("TRC") related activities;
- Provide MCE with rebate and savings data for measures provided by the MFES and LIFT Programs so that MCE can process payments and comply with program reporting;

Direct Implementation

- Communicate any budgetary, scope, and other relevant program and project updates to participating property owners or managers ("Customers");
- Complete comprehensive energy upgrade assessments at Contractor-identified qualifying multifamily properties within MCE's service area;
- Build comprehensive reports based on results of the comprehensive assessments at Contractor-identified qualifying multifamily properties;
- Perform savings calculations upon rebate reservation and project close out;
- As needed, provide technical training and education to Customers and property maintenance staff for proposed and installed equipment so that Customers and maintenance staff can successfully operate the installed equipment;
- Verify that installations meet minimum performance and programmatic specifications, including industry standards and applicable CPUC-approved technical work papers.
- Coordinate project scope development and technical support with other energy efficiency and electrification programs statewide;
- Coordinate project scope development with other MCE- and external-partner programs as designated by MCE;
- Upon request by MCE, support MCE and MCE's Marketing, Education, and Outreach ("ME&O") activities;
- Verify property eligibility (applicable to both MFES and LIFT) and income eligibility (applicable only to LIFT);
- Complete combustion appliance safety ("CAS") testing when required;

In addition to the work related to the MFES and LIFT Programs, Contractor will:

- Work with MCE staff and MCE's consultants on MCE CRM Integration, upon request from MCE; and
- Provide site visits, scope of work development, verification, and reporting to assist with dispersal of other MCE incentives that may be available for layering on top of CPUC funds.

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:

TITLE	2024	2025
Senior Director	\$ 275	\$ 283
Director	\$ 203	\$ 211
Associate Director	\$ 174	\$ 181
Senior Manager	\$ 171	\$ 179
Manager	\$ 159	\$ 169
Senior Associate	\$ 146	\$ 155
Associate	\$ 129	\$ 137

Coordinator	\$ 117	\$ 124
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2025-2026 Budget

The following are the budget amounts for each of Programs described herein. If it is anticipated that the budgeted amount may be exceeded, funds may move between categories upon written approval of the MCE Senior Customer Programs Manager, prior to Contractor exceeding those budgets.

<u>Program Budget Category</u>	<u>Not-to-Exceed AEA Time and Materials Budget</u>	<u>Budget Start and End Date</u>
2024 MFES Program (Rollover)	\$92,644 (Direct Implementation) \$39,101 (Marketing, Education, and Outreach)	Jan 1, 2025 – Mar 31, 2026
2025 MFES Program	\$121,516 (Direct Implementation)	Jan 1, 2025 – Mar 31, 2026
LIFT Program (Rollover)	\$330,595 (all Contractor Time and Materials categories)	Jan 1, 2024 – March 31, 2026
MCE CRM Integration	\$35,000	Jan 1, 2025 – Mar 31, 2026

Contractor will provide an itemized invoice to MCE Customer Programs team for all Services rendered the month prior and note on the itemized invoice which Services are part of the 2024 MFES Program, 2025 MFES Program, the LIFT Program, or MCE CRM Integration. Payment of itemized invoice is subject to MCE Customer Programs team's written approval. In no event shall the total cost to MCE for the Services provided under this Statement of Work exceed the maximum sum of **\$618,856** for the term of the Agreement.

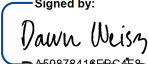
Term of Statement of Work:

This Statement of Work shall commence on **February 15, 2025** and shall terminate on **March 31, 2027**.

This Agreement constitutes the entire agreement by the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

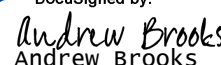
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

MARIN CLEAN ENERGY:

Signed by:
By: 
Dawn Weisz
AF08734118505478

Date: 2/19/2025

CONTRACTOR:

DocuSigned by:
By: 
Andrew Brooks
AFAD2489924E46B...

Date: 2/25/2025

**FIFTH AMENDMENT TO MASTER SERVICES AGREEMENT
BY AND BETWEEN MARIN CLEAN ENERGY
AND ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (AEA)**

This FIFTH AMENDMENT is made and entered into on 11/10/2025, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (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, August 24, 2023, March 18, 2024, and December 19, 2024, to provide energy efficiency technical assistance services ("Agreement"); and

WHEREAS, Section 4 of the Agreement, as amended, stated the Agreement shall terminate on March 31, 2026; and

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

WHEREAS Exhibit B to the Agreement specified the fee and payment schedule MCE would use to compensate Contractor for the energy efficiency technical assistance 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, and Exhibit B 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, 2027**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

2. The Rate Schedule in Exhibit B is hereby removed and replaced in its entirety to read as follows:

Position	Hourly Rate for Services Performed in 2025	Hourly Rate for Services Performed in 2026
Senior Director	\$283	\$283
Director	\$211	\$216
Associate Director	\$181	\$205
Senior Manager	\$179	\$181
Manager	\$169	\$169
Senior Associate	\$155	\$155
Associate	\$137	\$137
Coordinator	\$124	\$124

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 FIFTH Amendment on the day first written above.

MARIN CLEAN ENERGY:

Signed by:
By: *Dawn Weisz*
A59878416EBC4F8...

Date: 11/10/2025

CONTRACTOR:

DocuSigned by:
By: *Andrew Brooks*
AFAD2489924E46B...

Date: 11/14/2025

FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (AEA)

This FOURTH AMENDMENT is made and entered into on 12/19/2024, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY, INC. (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, August 24, 2023, and March 18, 2024, to provide energy efficiency technical assistance services ("Agreement"); and

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

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

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

AGREEMENT

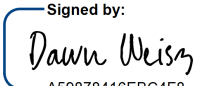
- The Rate Schedule in Exhibit B is hereby removed and replaced in its entirety to read as follows:

Position	Hourly Rate for Services Performed in 2024	Hourly Rate for Services Performed in 2025
Senior Director	\$ 275	\$283
Director	\$ 203	\$211
Associate Director	\$ 174	\$181
Senior Manager	\$ 171	\$179
Manager	\$ 159	\$169
Senior Associate	\$ 146	\$155
Associate	\$ 129	\$137
Coordinator	\$ 117	\$124

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

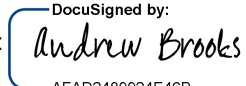
IN WITNESS WHEREOF, the parties hereto have executed this FOURTH Amendment on the day first written above.

MARIN CLEAN ENERGY:

Signed by:
By: 
A59878416EBC4F8...

Date: 12/19/2024

CONTRACTOR:

DocuSigned by:
By: 
AFAD2489924E46B...

Date: 12/19/2024

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:

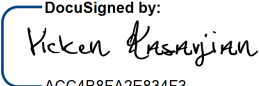
1. MCE CRM access is subject to the NDA between the Parties dated December 7, 2021.
2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - A. Confidential Information shall have the same meaning as defined in the MCE NDA between 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.

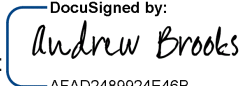
IN WITNESS WHEREOF, the parties hereto have executed this THIRD Amendment on the day first written above.

MARIN CLEAN ENERGY:

By: 
ACC4B8FA2E834F3...

Date: 3/18/2024

CONTRACTOR:

By: 
AFAD2489924E46B...

Date: 3/18/2024

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:

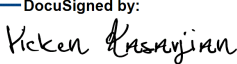
TERM OF AGREEMENT:

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.

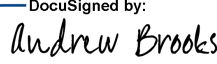
IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT on the day first written above.

MARIN CLEAN ENERGY:

DocuSigned by:
By: 
ACC4B8FA2E834F3...

Date: 8/24/2023

CONTRACTOR:

DocuSigned by:
By: 
AFAD2489924E46B...

Date: 8/29/2023

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.

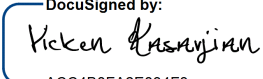
This Exhibit C is applicable to all existing and any future schedules under this MSA.

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

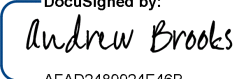
1. MCE CRM access is subject to the NDA between the Parties dated January 1, 2017.
 2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
 - o Confidential Information shall have the same meaning as defined in the MCE NDA between 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

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.

	☒	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	☒	Form of Statement of Work	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>EXHIBIT B.</u>	☒	Fees and Payment	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.1</u>	☒	Statement of Work for AERN Program	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.2</u>	☒	Statement of Work for Multifamily Programs	^{DS} LB	^{DS} DW ^{DS} T/OB
<u>Schedule A.3</u>	☒	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.

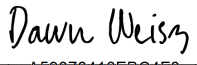
27. COUNTERPARTS:

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

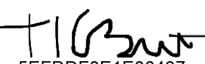
Marin Clean Energy:

DocuSigned by:

 By: A59878410EBC4F8...

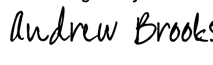
Name: _____

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*	- Host industry roundtable to share program insight and solicit feedback - Host 2 electrification topic workshops - Perform 1 participating contractor field mentorship sessions	- Participating contractor on-the-job training begins - Engage with workforce development organizations
Q2 2021*	- Host 2 electrification topic workshops - Perform 3 participating contractor field mentorship sessions	
Q3 2021*	- Host 1 electrification topic workshop - Perform 3 participating contractor field mentorship sessions	
Q4 2021*	- 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]*
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Chairperson

Date: 3/20/2021

CONTRACTOR:

DocuSigned by:
By: *Andrew Brooks*
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Name: Andrew Brooks

Date: 3/31/2021



DRAFT

MCE Board of Directors Meeting
Thursday, January 15, 2026
6:30 p.m.

1125 Tamalpais Avenue, San Rafael, CA 94901
2300 Clayton Road, Suite 1500, Concord, CA 94520

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

Remote Public Meeting Participation

Video Conference: <https://zoomto.me/F6Qgt>

Phone: Dial (669) 900-9128, Meeting ID: 890 0487 7785, Passcode: 525690

Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Avenue, San Rafael, CA 94901 and in Concord at 2300 Clayton Road, Suite 1500, Concord, CA 94520.

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 time to ensure arrangements are made.

Agenda Page 1 of 2

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 11.20.25 Meeting Minutes
 - C.2. Approved Contracts for Energy Update

Agenda Page 2 of 2

6. Virtual Power Plant Simulation (Discussion)
7. Selection of Chair & Vice Chair (Discussion/Action)
8. Governance Assessment (Discussion/Action)
9. Customer Programs Update (Discussion)
10. Board & Staff Matters (Discussion)
11. Adjourn

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



December 1, 2025

TO: MCE Executive Committee

FROM: Kiara Donato, Community Development Manager

RE: Charles F. McGlashan Advocacy Award Nomination (Agenda Item #06)

Attachment: List of Past Charles F. McGlashan Advocacy Award Recipients

Dear Executive Committee Members:

Summary:

The Charles F. McGlashan Advocacy Award recognizes community organizations and individuals who have advanced environmental and community equity in alignment with MCE's mission and vision – particularly those who have carried out this work in partnership with or on behalf of MCE.

The award also recognizes the leadership of Charles F. McGlashan, MCE's founding Chair, and celebrates his lasting legacy of environmental and community advocacy.

Recipients are recognized at a ceremony during a regular MCE Board of Directors meeting. Their names are inscribed on a plaque displayed outside the Charles McGlashan Room at MCE's San Rafael office, alongside past awardees. Additionally, recipients are highlighted in MCE's e-newsletter, blog, and social media channels.

2025 Charles F. McGlashan Award Nominees:

- The Utility Reform Network (TURN) - Kevin Bailey, Constance Slider Pierre, Adria Tinnin
- Maria Albuja-Pavon, Climate Action Coordinator - North Marin Community Services
- Ryan Melendez, Sustainability Planner - Napa County
- Erik Hagstorm, Associate Planer - Solano County
- Richard Fleming - Benicia Community and Sustainability Commission
- Habitat for Humanity East Bay/Silicon Valley
- Kerry Rivers, Management Analyst - City of Martinez
- Kapil Amin, Sustainability Project Manager - City of Pinole
- Mark Chharabia, Senior Sustainability Analyst - County of Marin

The Utility Reform Network (TURN) - Kevin Bailey, Constance Slider Pierre, Adria Tinnin

Over the past two years, TURN has partnered with MCE to expand EV charging at five Bay Area Black churches, connecting them with funding and examining how energy burdens affect daily

congregational life. The initiative gathered input from 309 participants, including 39 residents in low-income zip codes, informing MCE's EV program planning.

Beyond direct engagement, TURN shared findings at MCE's Community Power Symposium and continues to support EV installations, particularly in Richmond. Their work provides a replicable model for combining environmental sustainability with equitable energy access.

Maria Albuja-Pavon, Climate Action Coordinator - North Marin Community Services

As Climate Action Coordinator with North Marin Community Services, Maria leads the Volunteer Promotores Program, empowering 21 Latine community leaders to engage over 600 residents across Novato, San Rafael, and West Marin. The program educates residents on MCE programs, renewable energy options, and utility savings such as CARE and FERA discounts, bridging language and cultural barriers.

In 2025, Maria organized bilingual presentations and co-hosted the first annual Our Bright Future: Electrification and Energy Efficiency Fair, which drew 250 attendees and featured 19 exhibitors and live demonstrations. Her culturally inclusive outreach ensures equitable participation, particularly among Latine families, exemplifying leadership, equity, and innovation in advancing climate action.

Ryan Melendez, Sustainability Planner - Napa County

Ryan connects Napa cities to MCE programs, ensuring communities fully access available resources. He coordinated EV technical assistance across the region, streamlining the process and resulting in 11 participating sites.

As Chair of Napa's Climate Action Committee, Ryan bridges city staff, elected officials, and community members on emerging energy topics. He hosts four resident workshops annually, reaching 50+ participants each, and organizes staff workshops to expand EV knowledge and engagement.

Erik Hagstorm, Associate Planner - Solano County

Erik connects MCE with Solano County communities, aligning local priorities with MCE's mission and BayREN goals. He played a key role in MCE's Charged by Public Power electric vehicle charging program, helping identify host sites and recruit participants for workshops in underserved neighborhoods to ensure strong community engagement. Additionally, Erik has included information about MCE rebates and programs in county resource guides, helping to reach more than 500 households.

Erik continues to champion Solano communities by linking MCE with city staff and regional initiatives, supporting clean energy adoption and ensuring broad community participation and access.

Richard Fleming – Benicia Community and Sustainability Commission

Richard serves on Benicia's Community and Sustainability Commission, where he leads efforts to connect local businesses with MCE programs. His advocacy secured support from the city manager and MCE for a direct-mail campaign in early 2025. The campaign promoted MCE's resources and incentives for the business community and reached more than 120 businesses, helping to increase clean-energy engagement in MCE's first Solano community.

He supports community engagement by preparing public agendas, identifying sustainability resources, and serving as a liaison between residents and local government. As part of his role, Richard staffs booths at farmers markets and other community events on behalf of MCE to provide information on clean-energy programs and regularly contributes to MCE's Community Power Coalition.

Habitat for Humanity East Bay/Silicon Valley

Habitat for Humanity developed Esperanza Place in Walnut Creek, a model project of 42 townhomes that demonstrates how affordable housing can advance both equity and climate goals. The Zero Net Energy development produces more energy than it consumes, lowering utility costs while showcasing climate-smart design. Transit-oriented and thoughtfully designed to foster community connections, Esperanza Place reflects MCE's values of sustainability and accessibility.

Kerry Rivers, Management Analyst - City of Martinez

Kerry advances sustainability in Martinez by hosting clean energy events, including a Solar & Energy Efficiency webinar with MCE and Bay Area Sunshares, and a downtown community art installation with the Boys & Girls Club. She also supports the Martinez Sustainable Subcommittee, bag regulation updates, and improved bicycle infrastructure.

Under her leadership, Martinez achieved SolSmart Gold and joined the Beacon Program, earning recognition for best practices and waste diversion. Kerry's work strengthens local partnerships, expands clean energy access, and demonstrates a sustained commitment to community-focused solutions.

Kapil Amin, Sustainability Project Manager - City of Pinole

Kapil is leading Pinole's efforts to implement express permitting and a concierge system, streamlining electrification and energy efficiency projects. His work opens doors for new programs, incentives, and technologies, making clean energy more accessible to residents and businesses.

A tireless advocate for MCE, Kapil promotes programs at events, community meetings, and youth education initiatives. Over the past year, his efforts helped Pinole invest in EV charging infrastructure, explore energy storage solutions, and expand participation in MCE's Deep Green service, demonstrating a strong commitment to renewable energy and sustainable growth.

Mark Chharabia, Senior Sustainability Analyst - County of Marin

Mark serves as the County of Marin's expert on electrification, reach codes, and strategies to reduce greenhouse gas emissions from buildings. Throughout the 2025 Building Code cycle, Mark collaborated with every Marin jurisdiction to promote greenhouse gas reduction opportunities, demonstrating exceptional commitment, technical skill, and advocacy.

He also leads implementation of Marin's nation-leading Low Carbon Concrete Standard, which has lowered both emissions and market prices for low-carbon materials. Mark consistently goes beyond his regular duties, integrating innovative, locally relevant solutions that help the County meet its 2040 greenhouse gas reduction goals.

Fiscal Impacts:

None.

Recommendation:

Select up to four nominees to be the 2025 recipient(s) of the Charles F. McGlashan Advocacy Award to be presented at a future meeting of the MCE Board of Directors.



Past Charles F. McGlashan Advocacy Award Recipients

2011	Barbara George, Women's Energy Matters
2012	The Mainstreet Moms
2013	Lea Dutton of the San Anselmo Quality, Life Commission
2014	Doria Robinson, Urban Tilth
2015	Constance Beutel, Benicia's Community Sustainability Commission
2016	Sustainable Napa County
2017	The El Cerrito Environmental Quality Committee
2018	Sustainable Lafayette Resilient Neighborhoods Verna Causby-Smith, EAH Affordable Housing
2019	Sustainable Rossmoor National Council for Jewish Women, Contra Costa Division Gloria Castillo, Canal Alliance
2020	Deborah Elliott, County of Napa Fairfax Climate Action Committee Marin Center for Independent Living (MCIL), Disability Services Legal Center(DSLC), the Independent Living Resources of Solano and Contra Costa (ILRSCC), and Vi Ibarra, Developmental Disabilities Council of Contra Costa County
2021	Sustainable Contra Costa
2022	Matt Belasco, Pittsburg Unified School District Sara Bellafronte, City of Pittsburg Napa Green
2023	Chris Benz of Napa Climate NOW! Karen Madden of the Marin School of Environmental Leadership Eden Housing
2024	Concord Chamber of Commerce RCF Connects Andrew Bradley (Program Manager, City of St. Helena)



2025 Charles F. McGlashan Advocacy Award

Executive Committee
December 1, 2025



MCE
CELEBRATES
15
YEARS OF SERVICE

Overview

About the Award

Honoring those who advance environmental and community equity in partnership with MCE, this award celebrates the legacy of Charles F. McGlashan, MCE's founding Chair and lifelong advocate for community action and environmentalism.

Past Winners

- **2024:** The Concord Chamber of Commerce, RCF Connects, Andrew Bradley (City of St. Helena)
- **2023:** Chris Benz (Napa Climate Now), Karen Madden (Marin School of Environmental Leadership), Eden Housing
- **2022:** Napa Green, Matt Belasco (Pittsburg Unified School District), Sara Bellafronte (City of Pittsburg)



2025 Nominees

The Utility Reform Network (TURN)

Expanded EV access and energy equity with 5 priority-community churches and 300+ residents through "Charging Faith Initiative."

Maria Albuja-Pavon (North Marin Community Services)

Led 21 Latine leaders through Promotores Program, engaging 600+ Marin residents through inclusive, bilingual clean energy education.

Ryan Melendez (County of Napa)

Deepened city partnerships and advanced EV adoption, reaching 11 sites and 200+ residents annually through hands-on workshops.

Erik Hagstrom (County of Solano)

Built partnerships between MCE and local communities, driving strong participation and expanding access in Charged by Public Power workshops.

Richard Fleming (Benicia Community and Sustainability Commission) Volunteer community member who leads efforts to expand MCE engagement in Benicia—advancing sustainability education and strengthening city partnerships.



Previous Award Winner, Wei-Tai Kwok of Sustainable Lafayette

2025 Nominees Continued

Habitat for Humanity, East Bay

Developed Esperanza Place, a 42-unit Zero Net Energy development in Walnut Creek that helps lower utility costs and showcases climate-smart, community-driven housing.

Kerry Rivers (City of Martinez)

Led sustainability efforts in Martinez, earning SolSmart Gold and Beacon Program awards through MCE integration and clean energy events.

Kapil Amin (City of Pinole)

Streamlined Pinole's electrification permitting and expanded EV, efficiency, and MCE program engagement across the community.

Mark Chharbia (County of Marin)

Led countywide efforts to cut building emissions—advancing electrification, reach codes, and Marin's nation-leading Low Carbon Concrete Standard.



MCE Board Member Laura Nakamura
with 2024 winners, Concord Chamber of Commerce 4

Thank you!



mceCleanEnergy.org
info@mceCleanEnergy.org



December 1, 2025

TO: MCE Executive Committee

FROM: Justine Parmelee, VP of Internal Operations

RE: Revisiting Alternating Locations (Agenda Item #07)

ATTACHMENTS: A. Staff Report – Streamlined Executive Committee Meetings, December 2024
B. Executive Committee Meetings Minutes, December 2024

Dear Executive Committee Members:

Summary:

The Executive Committee meets on the first Monday of the month, 12-2pm, with standing locations for attendance offered at the MCE San Rafael and Concord offices.

On November 21, 2024, your committee met and discussed several strategies to strengthen Executive Committee meeting effectiveness and decision-making. On December 4, 2024, these strategies were brought back to the committee for discussion and action (Attachment A). One strategy was regarding meeting locations:

Motion (Darling/Wilkinson): hold two in-person meetings annually, alternating Primary Location between MCE’s San Rafael and Concord offices for every meeting. 7-yays, 1-no. (No: Murphy; Absent: Martinez, Perrey, and Scales-Preston). Meeting minutes are in Attachment B.

In practice, alternating primary locations hasn’t resulted in increased in-person attendance at those locations. As a result, Committee members have requested that the Committee remove the requirement of a primary location for staff or Board member attendance.

Fiscal Impacts:

None.

Recommendation:

Remove “Primary Location” requirement for Executive Committee meetings.



December 4, 2024

TO: MCE Executive Committee
FROM: Justine Parmelee, VP of Internal Operations
RE: Streamlined Executive Committee Meetings (Agenda Item #08)
ATTACHMENT: MCE Executive Committee Overview

Dear Executive Committee Members:

Summary:

The Executive Committee held a special meeting on November 21, 2024, to discuss roles and expectations of the committee, identify opportunities to streamline meetings, and develop strategies for increasing effectiveness. During that meeting, potential changes were identified and requested to be brought forward at the next Executive Committee meeting.

The Committee may take action to add the following provisions to the Executive Committee Overview (attached):

1. Require one year of Board membership prior to joining the Executive Committee
2. Require one year of Executive Committee membership to be eligible to become Chair of the committee
3. Remove any member if they are absent for more than two meetings annually
4. Executive Committee deliberations to allow for one round of questions from each member, one round of comments from each member, and then a call for action
5. Update the meeting schedule starting in 2025 to the following:
 - First Monday of each month, 12:00-2:00pm
 - Meetings held in person, alternating between MCE's San Rafael and Concord offices

The Executive Committee also discussed the possibility of term limits for committee chair positions as well as for MCE's Board Chair and Vice Chair. MCE's JPA Agreement and Operating Rules and Regulations already indicate the term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Executive Committee may take action to limit the number of terms carried by the Executive Committee Chair and may recommend to the full Board a limitation on the number of terms carried by the Chair and Vice Chair. If the Committee would like to pursue this idea, some additional input is needed regarding what limitation on terms is recommended.

Fiscal Impacts:

None.

Recommendation:

Staff recommends that the Executive Committee:

1. Recommend to the MCE Board of Directors to update the Executive Committee Overview to include provisions 1-3 listed above.
2. Update the Executive Committee Overview to include provisions 4-5 listed above.
3. If desired, provide guidance regarding any suggested adjustments to the number of terms allowed for Executive Committee Chair, and any recommendation to the full Board to amend MCE's JPA Agreement and Operating Rules and Regulations limiting the number of terms for Chair and Vice Chair.

MCE EXECUTIVE COMMITTEE MEETING MINUTES
Wednesday, December 4, 2024
12:00 P.M.

Present: Eli Beckman, Town of Corte Madera
Cindy Darling, City of Walnut Creek, Acting Chair
Maika Llorens Gulati, San Rafael
Lisa Motoyama, Alternate, City of El Cerrito, joined at 12:28pm
Devin Murphy, City of Pinole, joined at 12:22pm
Laura Nakamura, City of Concord
Mathew Salter, Town of Ross
Sally Wilkinson, City of Belvedere

Absent: Eduardo Martinez, City of Richmond
Max Perrey, City of Mill Valley, Chair
Shanelle Scales-Preston, City of Pittsburg

**Staff
& Others:** Jesica Brooks, Lead Board Clerk and Executive Assistant
Vicken Kasarjian, Chief Operations Officer
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion
Caroline Lavenue, Legal Counsel
Tanya Lomas, Internal Operations Coordinator
Lindsay Meehan, Manager of Human Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Coordinator
Justine Parmelee, VP of Internal Operations
Enyonam Senyo-Mensah, Internal Operations Manager
Dan Settlemeyer, Internal Operations Associate
Javier Montalbo, Customer Programs Manager
Carol Dorsett, Human Resources Specialist, Talent, Diversity, & Inclusion
Evelyn Reyes, Customer Programs Specialist
Maira Strauss, Director of Finance
Martin Bond, Senior Business Development Manager
Sol Phua, Customer Programs Specialist II
Nicole Busto, Director of Marketing
Efren Oxlaj, Finance Manager
Jackie Nunez, Senior Bilingual Communications Manager
Shyna Deepak, Communications Manager
Alice Havenar-Daughton, VP of Customer Programs
Jenn Green, Manager of Customer Programs
Jenna Tenney, Director of Communications & Community Engagement
Alexandra McGee, VP of Strategic Initiatives
Zena Meyer, Finance Analyst
Jamie Tuckey, Chief Customer Officer
Dawn Weisz, Chief Executive Officer

1. Roll Call

Acting Chair Darling called the regular Executive Committee meeting to order at 12:01 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were no comments.

3. Public Open Time (Discussion)

Acting Chair Darling 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 11.6.24 Meeting Minutes

C.2 Proposed Fifth Agreement with Strategic Energy Innovations

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

Action: It was M/S/C (Gulati/Beckman) to approve **Consent Calendar C.1 and C.2**. Motion carried by unanimous roll call vote. (Absent: Martinez, Motoyama, Murphy, Perrey, and Scales-Preston).

6. Revisiting MCE's Committee Structure (Discussion/Action)

Justine Parmelee, VP of Internal Operations, presented this item and addressed questions from Committee members.

Acting Chair Darling opened the public comment period and there were comments from member of the public Dan Segedin.

Action: It was M/S/C (Gulati/Nakamura) to approve Staff's recommendation of no change to the current Committee Structure. Motion carried by roll call vote. 6-Yay, 2-No. (No: Salter, Wilkinson; Absent: Martinez, Perrey, and Scales-Preston).

7. Streamlined Executive Committee Meetings (Discussion/Action)

Justine Parmelee, VP of Internal Operations, presented this item and addressed questions from Committee members.

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

Action 1: It was M/S/C (Beckman/Gulati) **to recommend to the Board of Directors:**

- i. **Require one year of Board membership prior to joining the Executive Committee.**
- ii. **Require one year of Executive Committee membership to be eligible to become Chair of the committee.**
- iii. **Remove any member if the member community representative is absent for more than two meetings annually.**

Motion does not carry. 4-yay, 4-no (No: Darling, Murphy, Motoyama, Murphy, Salter; Absent: Martinez, Perrey, and Scales-Preston).

Action 2: It was M/S/C (Salter/Motoyama) **to recommend to the Board of Directors:**

- i.**Require 6 months of Board membership prior to joining the Executive Committee.**
- ii.**Require one year of Executive Committee membership to be eligible to become Chair of the committee.**
- iii.**Remove any member if the member community representative is absent for more than two meetings annually.**

Motion carried by roll call vote. 7-yays, 1-no. (No: Murphy; Absent: Martinez, Perrey, and Scales-Preston).

Action 3: It was M/S/C (Darling/Wilkinson) **to hold two in-person meetings annually, alternating Primary Location between MCE's San Rafael and Concord offices for every meeting, and to establish recommended best practices for deliberations: to allow one round of questions from each committee member, one round of comments from each committee member, then a call for action.** Motion carried by roll call vote. 7-yays, 1-no. (No: Murphy; Absent: Martinez, Perrey, and Scales-Preston).

Action 4: It was M/S/C (Beckman/Wilkinson) **to limit the term of the Executive Committee Chair to two one-year terms and to forward a recommendation to the Board and Technical Committee to adopt the same.** Motion carried by unanimous roll call vote. (Absent: Martinez, Perrey, and Scales-Preston).

8. Update on Attracting and Retaining MCE Staff (Discussion)

Shaheen Khan, Vice President of Human Resources, Diversity, and Inclusion, presented this item and addressed questions from Committee members.

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

Action: No action required.

After agenda item #08, Acting Chair Darling had to leave the meeting and passed facilitation to Director Beckman to continue the meeting.

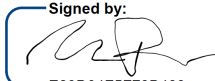
9. Committee & Staff Matters (Discussion)

There were no comments

10. Adjournment

Acting Chair Beckman adjourned the meeting at 2:34 p.m. to the next scheduled Executive Committee Meeting on January 1, 2025.

Signed by:



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Cindy Darling, Acting Chair

Attest:

Signed by:



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Dawn Weisz, Secretary