



MCE Executive Committee Meeting  
Monday, April 6, 2026  
11:30 a.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://us02web.zoom.us/j/86354316409?pwd=HzZ7rYgsafbVuyEeCOXZXtfaYF9TN2.1>

Phone: Dial (669) 900-9128, Webinar ID: 863 5431 6409, Passcode: 892880

*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) 632-3672 or [ada-coordinator@mceCleanEnergy.org](mailto: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. Public Open Time on Closed Session Matter

**CLOSED SESSION**

Conference with Labor Negotiator  
Agency Designated Representative: Executive Committee Chair  
Unrepresented Employee: Chief Executive Officer  
Public Employee Performance Evaluation: Chief Executive Officer

3. Roll Call/Quorum
4. Board Announcements (Discussion)
5. Public Open Time (Discussion)
6. Report from Chief Executive Officer (Discussion)
7. Consent Calendar (Discussion/Action)
  - C. 1. Approval of 3.2.26 Meeting Minutes
  - C.2. Review Draft 4.16.26 Board Agenda
8. Proposed Master Scheduling Coordinator Services Agreement with Customized Energy Solutions for CAISO Scheduling Services (Discussion/Action)
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.*

**DRAFT**

**MCE EXECUTIVE COMMITTEE MEETING MINUTES**

**Monday, March 2, 2026**

**12:00 P.M.**

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**Present:** Stephanie Andre, City of Larkspur  
Kari Birdseye, City of Benicia  
Barbara Coler, Town of Fairfax, Chair  
Cindy Darling, City of Walnut Creek  
Maika Llorens-Gulati, City of San Rafael, left at 1:43 p.m.  
Devin Murphy, City of Pinole  
Laura Nakamura, City of Concord  
Beth Painter, City of Napa  
Max Perrey, City of Mill Valley  
Shanelle Scales-Preston, County of Contra Costa  
Sally Wilkinson, City of Belvedere, joined at 12:03 p.m.

**Staff  
& Others:** Jared Blanton, VP of Public Affairs  
Jesica Brooks, Lead Board Clerk and Executive Assistant  
Alice Havenar-Daughton, VP of Customer Programs  
Vicken Kasarjian, Chief Operating Officer  
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion  
Tanya Lomas, Board Clerk  
Linda Lye, Senior Legal Counsel  
Lindsay Meehan, Director of Human Resources  
Catalina Murphy, General Counsel  
Ashley Muth, Internal Operations Associate  
Efren Oxlaj, Manager of Finance  
Justine Parmelee, VP of Internal Operations  
Zae Perrin, VP of Customer Operations  
Mike Rodriguez-Vargas, Internal Operations Assistant  
Enyonam Senyo-Mensah, Manager of Internal Operations  
Dan Settlemyer, Internal Operations Associate  
Maíra Strauss, Chief Financial Officer  
Jamie Tuckey, Chief Customer Officer  
Dawn Weisz, Chief Executive Officer

**1. Roll Call**

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

**2. Board Announcements (Discussion)**

## DRAFT

Comments were made by Chair Coler and Director Scales-Preston. Chair Coler requested to move items 6 and 7 before item 5.

Action: It was M/S/C (Scales-Preston/Perrey) to **move items 6 and 7 before item 5**. Motion carried unanimously.

### **3. Public Open Time (Discussion)**

Comments were made by members of the public, Dan Segedin and Jody Timms.

### **4. Report from Chief Executive Officer (Discussion)**

Dawn Weisz, Chief Executive Officer, introduced this item and addressed questions from committee members.

Chair Coler opened the public comment period and there were no comments

### **5. Consent Calendar (Discussion/Action)** *(heard after Items 6 and 7)*

### **6. Selection of Executive Committee Vice Chair (Discussion/Action)**

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

Action: It was M/S/C (Llorens-Gulati/Scales-Preston) to **Select Cindy Darling, City of Walnut Creek, as Executive Committee Vice Chair**. Motion carries unanimously.

### **7. Proposed Fiscal Year 2026/27 Budgets (Discussion/Action)**

Maira Strauss, Chief Financial Officer, Efren Oxlaj, Manager of Finance, Alice Havenar-Daughton, VP of Customer Programs, and Dawn Weisz, CEO, introduced this item and addressed questions from committee members.

Chair Coler opened the public comment period and there were comments by members of the public Nick Pappas, Jody Timms, and Dan Segedin.

Director Wilkinson suggested the committee consider the formation of an Ad Hoc Compensation Committee.

Action: It was M/S/C (Llorens-Gulati/Painter) to **Recommend to the Board of Directors approval of the proposed Fiscal Year 2026/27 budgets, including the proposed \$8,208,000 Program Development Fund transfer to support customer programs**. Motion carried by roll call vote. Yays-8 Nos-3 (Nos: Andre, Murphy, and Wilkinson).

### **5. Consent Calendar (Discussion/Action)**

- C.1 Approval of 2.2.26 Meeting Minutes
- C.2 Proposed Sixth Agreement with EV.Energy Corp.

## DRAFT

- C.3 Proposed Third Agreement with Energy Solutions
- C.4 Proposed Schedule A.4 to Master Services Agreement with CLEAResult, Inc.
- C.5 Review Draft 3.19.26 Board Agenda

Director Andre requested that Item C.3 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 Coler opened the public comment period and there were no comments.

Action 1: It was M/S/C (Nakamura/Darling) to **approve Consent Calendar items C.1, C.2, C.4 and C.5**. Motion carried unanimously. (Absent: Llorens-Gulati).

Action 2: It was M/S/C (Darling/Nakamura) to **approve Consent Calendar item C.3**. Motion carried unanimously. (Absent: Llorens-Gulati).

### **8. Committee & Staff Matters (Discussion)**

There were no comments.

### **9. Adjournment**

Chair Coler adjourned the meeting at 1:59 p.m. to the next scheduled Executive Committee Meeting on Monday, April 6, 2026.

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**Barbara Coler, Chair**

**Attest:**

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**Dawn Weisz, Secretary**



MCE Board of Directors Meeting  
Thursday, April 16, 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://t.ly/mlv5w>

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

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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 3.19.26 Meeting Minutes
  - C.2. Addition of Board Members to Committees
6. Charles F. McGlashan Award (Discussion/Action)

## Agenda Page 2 of 2

7. Proposed Resolution 2026-02 Delegating Energy Procurement Authority  
(Discussion/Action)
8. Board & Staff Matters (Discussion)
9. Adjourn

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April 6, 2026

TO: MCE Executive Committee

FROM: CB Hall, Director of Power Resources

RE: Proposed Master Scheduling Coordinator Services Agreement with Customized Energy Solutions for CAISO Scheduling Services

ATTACHMENTS: A. Master Scheduling Coordinator Services Agreement with Customized Energy Solutions (CES)  
B. PPT Presentation

Dear Executive Committee Members:

### **Background**

MCE has an existing contract with ZGlobal Inc. ("ZGlobal") for scheduling services. More specifically, ZGlobal is MCE's agent for scheduling power into the wholesale markets run by the California Independent System Operator (CAISO). This is a key operational function that enables MCE to fulfill its role as a load serving entity within the CAISO balancing authority area.

MCE's contract with ZGlobal will expire in March 2027 and, therefore, MCE staff conducted a request for offers (RFO) from scheduling service providers, including ZGlobal, in August 2025. MCE staff evaluated offers and recommends moving forward with a new scheduling agent, Customized Energy Solutions (CES). This recommendation was made to the Technical Committee in March 2026, and staff is now recommending the Executive Committee approve the first agreement with CES (redacted version attached).

### **Proposed Agreement**

The proposed agreement with CES has a scope of work that includes the following: (1) load forecasting; (2) storage bidding optimization; (3) load and resource scheduling; (4) settlements and reporting; (5) portfolio management and congestion hedging; (6) preparing for new resources to come online; and (7) scheduling proxy demand response resources for MCE's virtual power plant. Under the proposed agreement, CES is responsible for CAISO tariff compliance, and CES is required to provide MCE with a performance assurance of \$875,000.

If approved by the Executive Committee, the proposed agreement would enable CES to begin working with MCE staff on August 1, 2026. For the first six months, CES would have a limited scope

of work, focused on congestion hedging and storage bidding optimization. Then, in February 2027, CES would take over as MCE's scheduling agent, replacing ZGlobal. The agreement has a term that would begin in August 2026 and run through January 2030.

### **Justification**

CES, headquartered in Philadelphia, has approximately 360 staff and is active across each of the North American ISOs. In California, CES is based in Folsom and has significant experience with CAISO markets and CAISO rules. CES is a strong match for MCE for the following reasons:

- CES has energy storage bidding software and expertise. This is particularly important for MCE, which is ramping up from 152 MW of storage to 664 MW of storage in the next two years. This will also allow MCE to consolidate its scheduling agent and energy storage bidding optimization services under one entity.
- CES has expertise to help MCE with portfolio management and congestion hedging, which will be very helpful for MCE's renewable-heavy portfolio.
- CES has expertise to provide high quality scheduling, accurate settlements and clear reporting. CES can also provide load forecasting services, allowing MCE to consolidate its number of vendors.
- CES has experience with proxy demand response resource scheduling and settlements, and this experience will be helpful to MCE as it ramps up its virtual power plant.
- CES has a deep bench of staff with a strong understanding of CAISO rules, which have become increasingly complicated but must be strictly followed.

If approved, MCE staff will work with CES and ZGlobal to map out a detailed transition plan. Importantly, both CES and ZGlobal have recently been through a similar transition: in 2024, Peninsula Clean Energy switched its scheduling agent from ZGlobal to CES. In addition, the proposed agreement has a phased scope of work that begins in August 2026, six months before CES would take over as scheduling agent from ZGlobal.

### **Fiscal Impact:**

The total expected cost to MCE over the 3.5 year term is \$3.7 million and the proposed agreement has a maximum sum of \$3.9 million to allow for MCE's growth in resources and include any optional services listed therein. Importantly, this total includes costs for services that MCE receives today from ZGlobal and two other vendors, which provide load forecasting and energy storage bidding optimization, respectively. The incremental gross cost to MCE (relative to continuing with MCE's current vendors) would be approximately \$475,000 from August 2026 through January 2030, but MCE expects overall net savings and less risk, driven by optimized load/resource scheduling, hedging, and portfolio management. Approximately \$255,000 of the \$475,000 incremental gross

cost would be incurred in MCE's Fiscal Year 2026/27, and this amount has been factored into the budget that was approved by MCE's Board on March 19, 2026.

**Recommendation:**

Approve the proposed first agreement with Customized Energy Solutions for CAISO scheduling services.<sup>1</sup>

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<sup>1</sup> The Executive Committee has delegated authority pursuant to Resolution 2022-17 to approve and direct the CEO to enter into all transactions including contracts, provided that transactions greater than \$400,000 are also to be executed by the Executive Committee Chair.

**MASTER SCHEDULING COORDINATOR SERVICES AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND CUSTOMIZED ENERGY SOLUTIONS, LTD**

**THIS MASTER SCHEDULING COORDINATOR SERVICES AGREEMENT** (“Agreement”) is made and entered into on **April 6, 2026** by and between MARIN CLEAN ENERGY (hereinafter referred to as “MCE”) and CUSTOMIZED ENERGY SOLUTIONS, LTD., a **Pennsylvania corporation** with principal address at: **1528 Walnut Street, 22nd Floor, Philadelphia, PA 19102** (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 be limited to those specifically described in Exhibit A unless otherwise mutually agreed in writing.

**2. FURNISHED SERVICES:**

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

**3. FEES AND PAYMENT SCHEDULE; INVOICING:**

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** 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.

**4. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$3,900,000**. The Maximum Cost is based on the scope of Services, resources, and scheduling volumes described in Exhibit A.

If there is a material change in the scope of Services, number or type of resources, or scheduling volumes, the Parties will negotiate in good faith an adjustment to the fees and Maximum Cost, to be documented through a written amendment to this Agreement. Contractor will not be required to perform services materially beyond the scope described in Exhibit A without such amendment.

**5. TERM OF AGREEMENT:**

This Agreement shall commence on **April 6, 2026** (“Effective Date”) with Services beginning August 1, 2026 and shall terminate on **January 31, 2030**, until earlier terminated pursuant to the terms and conditions set forth in Section 13.

**6. REPRESENTATIONS; WARRANTIES; COVENANTS:**

**6.1. 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 **Pennsylvania**, (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.

- 6.2. ANNUAL UPDATES.** Upon the request of MCE, on or prior to the anniversary of the Effective Date and no later than thirty (30) days after each anniversary of the Effective Date, Contractor and MCE shall confirm in writing to MCE that its representations and warranties set forth above remain true and correct.
- 6.3. 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 (including, but not limited to all CPUC orders, the CAISO Tariff, any applicable FERC orders) affecting Services covered by this Agreement (“Applicable Law”)
- 6.4. 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.
- 6.5. 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.
- 6.6. PERFORMANCE ASSURANCE; BONDING.**

**6.6.1. PERFORMANCE ASSURANCE.** As a condition of MCE’s obligations hereunder, Contractor shall provide to MCE no later than the start of Services listed herein as August 1, 2026 and thereafter maintain throughout the Term cash or an irrevocable, stand-by letter of credit (the “Performance Assurance”) in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000). The Performance Assurance shall be held by MCE as security for Contractor’s performance hereunder and will be returned to Contractor at the end of the Term upon the satisfaction of Contractor’s obligations under this Agreement (net of any amounts applied to Contractor’s obligations). If Contractor establishes the Performance Assurance by means of a letter of credit, the letter of credit must be provided in a form and from a bank reasonably acceptable to MCE, effective from the date of issuance until a date that is six (6) months following the last day of the Term. All costs and expenses relating to the procurement and maintenance of the Performance Assurance shall be borne solely by Contractor.

**6.6.2. SECURITY INTEREST IN PERFORMANCE ASSURANCE.** To secure its obligations under this Agreement, and until released as provided herein, Contractor hereby grants to MCE a present and continuing first-priority security interest (“Security Interest”) in, and lien on (and right to net against), and assignment of the Performance Assurance and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of MCE, and Contractor agrees to take all action as MCE reasonably requires in order to perfect MCE’s Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

**6.6.3. REMEDIES UPON A CONTRACTOR EVENT OF DEFAULT.** Upon or any time after the occurrence of, and during the continuation of, a default in the performance of its duties by Contractor, including but not limited to providing Services that are not compliant with the CAISO Tariff, which Contractor has not cured within thirty (30) days of delivery of notice of such default by MCE, or such time as Contractor owes compensation, damages, liquidated damages, costs, expenses or any other amounts under this Agreement, which, in each such case, Contractor has failed to pay to MCE within a thirty (30) day period, MCE may do any one or more of the following:

- 6.6.3.1. Exercise any of its rights and remedies with respect to the Performance Assurance, including any such rights and remedies under law then in effect;
- 6.6.3.2. Draw on any outstanding letter of credit issued for its benefit; and
- 6.6.3.3. Liquidate all Performance Assurance then held by or for the benefit of MCE free from any claim or right of any nature whatsoever of Contractor, including any equity or right of purchase or redemption by Contractor.

MCE shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Contractor's obligations under this Agreement (Contractor remains liable for any amounts owing to MCE after such application), subject to MCE's obligation to return any surplus proceeds remaining after these obligations are satisfied.

- 6.7. SAFETY.** 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.

**6.8. BACKGROUND CHECKS**

Contractor shall ensure that any employees, members, officers, subcontractors, and agents of Contractor having or requiring access to MCE Data and/or assigned to perform Services under this Agreement ("Covered Personnel") comply with background screening requirements, conducted in accordance with applicable law in the Covered Personnel's jurisdiction. Contractor shall not be required to apply California Penal Code standards to Covered Personnel outside of California.

- 6.9. 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.

- 6.10. QUALITY ASSURANCE PROCEDURES.** Contractor shall comply with the following requirements (the "Quality Assurance Procedures"): (i) CAISO Tariff and Business Practice Manuals; (ii) procedures that ensure MCE satisfaction; (iii) pertinent laws and regulations; and (iv) any reasonable additional written direction from MCE.

**6.11. Omitted.**

- 6.12. 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.

**7. 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 7.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 7 shall be construed as a limitation on Contractor's indemnification obligations in Section 18 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.

- 7.1. 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).
- 7.2. 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).
- 7.3. 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.
- 7.4. PROFESSIONAL LIABILITY INSURANCE.** Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.
- 7.5. PRIVACY AND CYBERSECURITY LIABILITY.** 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.

#### **8. 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.

#### **9. 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:

- 9.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 10, 11, and any applicable Exhibits attached hereto.
- 9.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 6 hereof (as may be modified to be applicable to Subcontractor with respect to Section 6.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 9.3.** Subcontractor shall comply with the terms of Section 7 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 10 hereof.

**9.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 18 hereof) pursuant to the terms and conditions of Section 18 hereof.

**9.5.** 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.

#### **10. RETENTION OF RECORDS AND AUDIT PROVISION:**

Contractor shall retain records directly related to the Services performed under this Agreement for at least five (5) years from the date of completion or termination of this Agreement. MCE shall have the right to audit such records during normal business hours upon reasonable prior notice. Contractor shall promptly provide all records requested by MCE upon receipt of prior notice. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

#### **11. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

**11.1. 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 **[MONTH, DAY, YEAR]**.

**11.2. 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.

**11.3. 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 **[DAY MONTH YEAR]**, 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.

**11.4. 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.

**11.5. RETURN OF MCE DATA.** Promptly after this Agreement terminates, (i) Contractor shall use best efforts consistent with industry standards to securely destroy all MCE Data in its possession and certify such 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.

#### **11.6. 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) **Work Product.** Unless otherwise expressly agreed to in writing by the Parties, any reports, analyses, or deliverables specifically prepared by Contractor for, and delivered to MCE (or to others at MCE's direction) under this Agreement ("Work Product") shall be owned by MCE. MCE shall have the exclusive right to use Work Product in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Work Product to any party MCE may designate upon written request. Contractor may keep one file reference copy of Work Product prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE.
- c) **Work Product shall be owned by MCE.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Work Product, which may be deemed 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 Work Product, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes a non-exclusive, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, license to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any Work Product with Contractor's Pre-Existing Materials for the sole purpose of using such Work Product for the conduct of MCE's business and for disclosure to the CPUC, CAISO, or any other applicable regulatory agency for load serving entities for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all right, 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 Work Product must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any modifications or improvements to Contractor's Pre-Existing Materials shall remain the property of Contractor

**11.7. 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.

#### **12. 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 11 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. Force Majeure shall not excuse payment obligations for Services already performed.

#### **13. TERMINATION:**

- a) If either Party fails to comply with the terms of this Agreement and such breach is not cured within ten (10) calendar days of written notice thereof by the other Party, violates any ordinance, regulation or other law which applies to its performance herein, makes an assignment or 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, or otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then either Party may terminate this

Agreement by giving five (5) business days' written notice to the other party. If Contractor fails to maintain the Performance Assurance in accordance with Section 6.6, or Contractor's representations or warranties set forth herein are no longer true or correct, and such representation or warranty is not corrected within ten (10) calendar days after written notice is given to Contractor, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

b) MCE may terminate this Agreement for any reason by giving three hundred sixty five (365) calendar days' written notice to Contractor. Contractor may terminate this Agreement for any reason by giving three hundred sixty five (365) calendar days' written notice to MCE. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Invoices: Notices. For the avoidance of doubt, MCE may cancel any optional services listed on Exhibit B at any time by giving thirty (30) calendar days' written notice to Contractor without terminating the Agreement.

c) In the event of termination not the fault of Contractor, Contractor shall be paid for Services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 13, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. 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 13. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 13, Contractor shall have delivered to MCE any and all reports, drawings, documents and deliverables prepared for MCE before the effective date of such cancellation or termination.

d) This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC") or CAISO. The CPUC and CAISO 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. MCE may also terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

e) 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.

f) Upon MCE's termination of this Agreement for any reason, Contractor shall, and shall cause each of its employees, contractors, agents, contractors and members (each a "Contractor Party" and, collectively, the "Contractor Parties") to, bring the Services to an orderly conclusion as directed by MCE, including providing MCE assistance with onboarding a new vendor, and to terminate the designation of Contractor as agent for MCE. MCE, at its option, may take possession of any portion of the Services paid for by MCE. Additionally, as part of the transfer of a Service or Services under this Section 13, Contractor agrees to assign to MCE, to the extent Contractor is permitted by its agreements, at MCE's request, any underlying agreements with third-party software or service providers necessary for continued performance of the Service or Services.

**13.1.** Notwithstanding any provision herein to the contrary, Sections 3, 4, 9.4, 10, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23, 25, Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

#### **14. 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.

#### **15. 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.

#### **16. 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.

**17. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California, without reference to conflict of laws principles. Any claim arising out of or relating to this Agreement that are not resolved mutually between the parties through the dispute process in Section 16, the parties agree to submit to binding arbitration administered by the American Arbitration Association under AAA rules. The arbitration is to be conducted before a single arbitrator whom the parties shall jointly select. If the parties are unable to agree upon arbitrator, either party may request the American Arbitration Association to select the arbitrator. Prior to the commencement of hearings, the appointed arbitrator must provide an oath or undertaking of impartiality. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any claims not resolved by arbitration are subject to MCE Ordinance 2018-02..

**18. 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 Contractor or Contractor's Covered Personnel; b) the failure of Contractor or Contractor's Covered Personnel 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.

**19. 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.

**20. 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:

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Email Address: [invoices@mcecleanenergy.org](mailto:invoices@mcecleanenergy.org); and  
[ContractAdmin@mcecleanenergy.org](mailto:ContractAdmin@mcecleanenergy.org)

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

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Contract Manager: Monique McCool

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MCE Address: 1125 Tamalpais Avenue

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San Rafael, CA 94901

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Email Address: [contracts@mcecleanenergy.org](mailto:contracts@mcecleanenergy.org); and  
[ContractAdmin@mcecleanenergy.org](mailto:ContractAdmin@mcecleanenergy.org)

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Telephone No.: (415) 464-6049

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Notices shall be given to Contractor at the following address:

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Contractor: Customized Energy Solutions

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Address: 1528 Walnut St, 22<sup>nd</sup> Floor, Philadelphia, PA 19102

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Email Address: [Contracts @ces-ltd.com](mailto:Contracts@ces-ltd.com)

Telephone No.: 215-875-9440

**21. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below, and the Marin Clean Energy Non-Disclosure Agreement between the Parties dated [REDACTED], constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

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

**22. SEVERABILITY:**

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

**23. 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.

**24. TIME:**

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

**25. THIRD PARTY BENEFICIARIES:**

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

**26. 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.

**27. 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.

**28. 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=jSGYk4x3sf2dHfSzywc2fg&d=163567039999692> (the "Diversity Survey") within thirty (30) days of the Effective Date of this Agreement. 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 within thirty (30) days of receiving said request, and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall otherwise reasonably cooperate with MCE to provide all such information and ensure submission in the timeframe reasonably requested by MCE.

**29. 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:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chairperson

Date: \_\_\_\_\_

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**MODIFICATIONS TO STANDARD SHORT FORM MASTER SERVICES AGREEMENT**

**Standard Short Form Master Services Agreement Content Has Been Modified**

**List sections affected:** Sections 1, 2, 4, 6.2, 6.3, 6.6, 10, 17

**Approved by MCE Counsel:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

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

In consideration of the payments set forth herein, Contractor shall provide the following services ("Services"), detailed descriptions are listed below:

Task 1: Scheduling Coordinator ("SC") Services

- A. Load SC Services
- B. Resource SC Services
- C. Settlement & Reporting Services
- D. Advisory Services

Task 2: Battery Energy Storage Systems - Bidding Optimization & Performance Measurements

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Task 3: Congestion Revenue Rights Portfolio Management Services

Task 4: Optional – Proxy Demand Response Services

Task 1: Scheduling Coordinator Services

Act as SC agent on MCE's behalf in the CAISO market and provide the following services while performing in accordance with all obligations of a SC, as defined by CAISO in the Tariff and Business Practice Manuals:

Task 1A) Load SC Services

1. Load Forecasting - Day-ahead and short-term (1-7-day horizon)
  - a. Develop short-term load forecasts to serve as MCE's final demand forecasts and Day Ahead Load Schedules
  - b. Forecast should take into account at a minimum historical load, recent customer usage, current customer types and counts, PG&E load profiles, and weather forecasts.
  - c. Aggregate total load forecast data for MCE service territory and, upon request, disaggregate by rate class and city.
  - d. Deliver monthly forecast reconciliation reports to compare forecast against actual electricity usage.
  - e. Update forecasting algorithms and models to reduce forecasting errors.
  - f. Including reporting on accuracy of forecast.
  - g. Contractor and MCE shall work together to continuously improve load forecasting. Payment for Contractor's load forecasting services shall be subject to a performance factor mutually agreed upon between the parties and will be tied to values between 0 and 1 (Contractor's performance will be capped at the rate listed in Exhibit B) and will be tied to performance thresholds mutually agreed upon by the parties.
2. Load Scheduling:
  - a. Provide 7-day, 24-hour day-ahead pre-scheduling, and any real-time services as needed for scheduling load in CAISO's Day-Ahead and Real-Time markets.
  - b. Incorporate the internally generated load forecast, or a forecast received from a third party load forecasting service, into a Day Ahead demand bids / Default Load Aggregation Point (DLAP) Load schedule.
  - c. Submit demand bids to CAISO Day Ahead Market to meet MCE's forecasted load requirements.
  - d. All load scheduling practices/strategies must be coordinated with and approved by MCE staff before implementation.
  - e. Monitor demand bids for accuracy by using commercially reasonable measures to validate submitted bids against their schedules.
  - f. Perform the scheduling and bidding services in accordance with the CAISO Tariff, protocols, and Business Practice Manuals.
  - g. Validate submitted meter data reports required of the SC on behalf of MCE.
3. Compliance Submissions:
  - a. Facilitate and assist MCE in all load related filings due to CAISO, such as historical load submissions required of load serving entities.
  - b. Coordinate and submit MCE requests for remaining import capability through the CAISO annual multi-step process.
  - c. Prepare and submit Customer Inquiry Dispute and Information (CIDI) and related helpdesk tickets to CAISO on MCE's behalf to initiate necessary inquiries.
  - d. File invoice disputes with CAISO on behalf of MCE and organize any further actions necessary to resolve the disputes.
  - e. Submit annual and monthly Resource Adequacy Plans (prepared by MCE staff) to the CAISO through CIRA. Provide MCE with cross validation reports from CIRA after filings are submitted.

4. Documentation:

- a. Store and record all market and available operational data, including SQMD, and make data available to MCE in a form mutually agreed upon.

5. System/Data Requirements:

- a. Manage and maintain computer systems required to transmit or receive information from CAISO in accordance with Prudent Industry Practice.
- b. Provide automated data access to MCE (via API or other).

Task 1B) Resource SC Services

Act as SC agent on behalf of MCE in the CAISO market for its generating resources and battery energy storage facilities and provide the following services while performing in accordance with all the obligations of a SC, as defined by CAISO Tariff and Business Practice Manuals:

1. Scheduling:

- a. Meet scheduling requirements of CAISO and WECC:
  - i. 7-day, 24-hour real-time services, including weekends and holidays (with backup facilities available)
  - ii. 7-day per week, day-ahead pre-scheduling services
- b. Develop, submit, validate, and adjust schedules and bids into the CAISO Day-Ahead Market (DAM) and Real-Time Market (RTM).
- c. Manage and apply renewable resource forecasts from forecasting services used by SC agent, or Generator owners' forecast, or apply CAISO forecast as directed by MCE.
- d. Update schedules received from Project Operator and transmit schedules to CAISO or the applicable Control Area Operator and act on any further instructions received.
- e. Schedule applicable resources under the CAISO prevailing protocols for interconnected variable energy resources (VERs).
- f. Create, submit and validate bids for storage resources into the CAISO market to provide Energy, Resource Adequacy, Ancillary Services, Residual Unit Commitment (RUC), and related CAISO market products, while adhering to the Tariff, Business Practice Manuals, and CPUC regulations for bidding energy storage resources, based on instructions from MCE.
- g. Perform scheduling steps necessary to schedule pseudo-tie and dynamically scheduled resources in MCE's portfolio, if applicable.
- h. Submit Inter-SC Trades (IST), import schedules, and prepare any e-tags as necessary to satisfy any of MCE's agreements with energy suppliers, if applicable.

2. Asset Management:

- a. Act as interface between the Generator operator (GOP) and the CAISO or applicable Control Area Operator; communicating all Dispatch Operating Targets (DOT), outages, and curtailment notices and CAISO verbal instructions.
- b. Set up operational protocols with each resource to facilitate communication among MCE, Project Owner, GOP, and CAISO.
- c. Track Project Telemetry outages and ensure Project Owner is included on any CAISO notifications required to take necessary actions.
- d. Participate in CAISO's New Resource Implementation process, if applicable, including the following:
  - i. Meet the SC requirements listed on the New Resource Implementation Checklist provided by CAISO and assist MCE in completing the required documentation for CAISO;
  - ii. Work closely with the Interconnect Customer (IC) and Operation Control Center for Participating Generators in following CAISO's "Bucket" system requirements prior to achieving Commercial Operation; and
  - iii. Work closely with the IC and MCE to ensure each resource is certified to energy, ancillary services, imbalance reserves and reliability capacity prior to achieving Commercial Operation, if applicable; and
  - iv. Work closely with the IC and MCE to ensure each resource is registered for generic and/or flexible resource adequacy immediately after achieving Commercial Operation, if applicable; and
  - v. Coordinate pre-COD testing with MCE, Project Owner, GOP, any of MCE's PPA contract counterparties, and CAISO, including the set up for trial operation for Initial Synchronization as required to be approved for Commercial Operation.
- e. For the resources that MCE is not the SC for, perform below tasks:
  - i. Pull and store operational data once it's available into the portfolio dataset, if applicable
  - ii. Pull and store LMPs for the PNodes associated with the projects, if applicable
  - iii. Incorporate the operational and pricing data into the portfolio reports
  - iv. Other tasks as mutually agreed to by both parties.

3. Resource/Load Optimization:
  - a. Coordinate with MCE staff to develop scheduling and optimization of a portfolio of energy resources, battery energy storage, and MCE's load to meet MCE goals and strategies.
  - b. Actively monitor the resources' performance, and track the various measurements associated with each resource, including battery storage operation.
  - c. Actively monitor the portfolio performance.
  - d. Recommend necessary changes of the existing bidding strategies, consistent with the CAISO Tariff.
4. Compliance Submissions:
  - a. Submit annual and monthly Supply Plans (prepared by MCE staff) to the CAISO through CIRA. Provide MCE with cross validation reports from CIRA after filings are submitted.
  - b. Work with MCE staff through CAISO's annual MIC allocation process and facilitate bilateral import allocation right transactions on behalf of MCE in CIRA.
  - c. File invoice disputes with CAISO on behalf of MCE and organize any further actions necessary to resolve the disputes.
5. Documentation:
  - a. Develop and formalize an operational protocol document to adhere to in collaboration with MCE.
  - b. Document communications with CAISO, transmission operators and GOPs, including but not limited to information requests, outage and curtailment notifications, validation errors, and general notices.
  - c. Phone calls made to generator or storage resources should be documented in a reporting log, copies of which will be provided to MCE at their request.
6. System/Data Requirements:
  - a. Manage and maintain computer systems required to transmit or receive information from CAISO in accordance with Prudent Industry Practice.
  - b. Provide automated data access to MCE (via API or other).
7. Outage Management Services:
  - a. Coordinate unit outages with generation operators and CAISO in accordance with the CAISO Tariff. Manage, record, and coordinate planned and unplanned outages effectively in the Outage Management System (OMS) in accordance with the CAISO Tariff.
  - b. Facilitate resource substitution as required by CAISO outage management policy.

#### Task 1C) Settlement & Reporting Services

1. CAISO Settlement Services:
  - a. Obtain, document, and validate settlement quality meter data in accordance with the CAISO Tariff.
  - b. Review charges/revenues on settlement statements for accuracy, identify CAISO data error, and work with MCE staff and CAISO to resolve any discrepancies.
  - c. Download invoice pdfs, including off-cycle invoices, and email to MCE Finance staff for processing.
  - d. Perform shadow settlements and CAISO data validation
  - e. Monitor CAISO Settlement calendar for key deadlines and dispute submission purposes.
2. Load Reporting:
  - a. Deliver validation reports, including but not limited to:
    - i. Provide a weekly CAISO invoice report, in a form mutually agreed upon, to summarize all CAISO load charges and credits by charge code and resource / load ID for each billing period in that invoice.
    - ii. Provide a monthly CAISO invoice report, in a form mutually agreed upon, to summarize all CAISO load charges by charge code and resource/load ID for the prior month billing period. Revised monthly invoice reports. The monthly invoice report should list the status of any billing disputes.
  - b. Provide monthly reports related to load performance (backward looking), updated monthly.
  - c. Work with MCE staff to generate customized visual and data reports for MCE load and resources.
  - d. All reports should be automatically generated by software systems. Any identified errors or data discrepancies should be resolved prior to sending to MCE. All reports should be delivered based on a mutually agreed schedule.
3. Resource Reporting:
  - a. Collect and report the following resource data in hourly and five-minute intervals, when applicable, including but not limited to:
    - i. CAISO shadow settlements with description of the charge codes.
    - ii. VER forecasts for Renewable Generators;
    - iii. Bids and Self-Schedules submitted to SIBR;

- iv. Day-ahead and Real-time Market Awards shown in CMRI;
  - v. CAISO Meter Data in MWh's;
  - vi. Imbalance MWh's between Actual and Scheduled; and
  - vii. Day-Ahead and Real-Time LMP's broken down by the three price components; LMP price, congestion, and losses.
  - viii. Provide the following routine reports, in addition to other ad-hoc reports in hourly and 5-minute intervals, when applicable.
    - a. Daily reports, including curtailment, portfolio net open position, price summaries, revenue summaries, generation summaries, and outages
    - b. Weekly reports, including a summary of the weekly invoice by charge code, resource ID, and billing period
    - c. Monthly performance report, including monthly review of resource performance, revenue, outages / availability, and calculated contractual quantities (such as curtailment, deemed delivered energy, storage performance criteria, etc).
  - b. Work with MCE's PPA counterparties to obtain projects' operational data according to the relevant provisions of the PPAs.
4. Data Requirements:
- a. Manage and maintain computer systems required to transmit or receive information from CAISO in accordance with Prudent Industry Practice and CAISO Tariff.
  - b. Manage and maintain software systems that can automatically generate reports. Validate CAISO data and resolve data discrepancies prior to sending reports to MCE. See Section 2 and 3 above.

#### Task 1D) Advisory Services

1. Proactively monitor load performance and provide recommendations to improve and/or resolve load scheduling or load performance issues.
2. Proactively monitor resource awards and performance at least daily, if not hourly. Immediately notify MCE staff of poor resource performance, curtailment, or forced outage. Suggest mitigation for curtailment or resource performance issues.
3. Provide regular, or as needed, advisory services to MCE to implement load and resource scheduling strategies that are consistent with MCE's goals
4. Coordinate with MCE staff to strategize potential optimization of its load/resource portfolio including:
  - a. matching MCE's load to meet the 24/7 100% renewable goal, or
  - b. maximizing CAISO revenue and/or minimize exposure; e.g., optimizing portfolio of resources in the Day-Ahead Market (DAM) and Real-Time Market (RTM); reducing curtailment risk and exposure to negative pricing; perform risk assessment of deploying new bidding strategies.
  - c. Review MCE PPAs with Participating Generators and related project documentation to strategize appropriate scheduling and bidding practices.
  - d. Advise MCE of any relevant CAISO requirements/notices and Tariff changes that will impact MCE's load and resource scheduling practices.
  - e. Promptly notify MCE of any system emergencies declared by the CAISO and any associated advisories and instructions.
  - f. Support MCE's origination activities, related to scheduling and operations in the CAISO markets.
  - g. Hold weekly 30+ minutes meetings with MCE staff to review, invoicing, Load and Resources operational results, and advise MCE of any foreseeable upcoming impacting events.
  - h. Special projects involving CES performing advisory services beyond normal operations are subject to additional mutually agreed upon costs.

#### Task 2. Battery Energy Storage Systems (Optional Renewable Generation) - Bidding Optimization and Performance Measurement

1. Develop and provide daily resource optimization strategies to MCE for CAISO's Day-ahead and Real-time Market.
  - a. Daily bidding strategies should include optimizing the energy storage resource for the following products.
    - i. Energy
    - ii. Spin
    - iii. Regulation Up and Down
    - iv. Residual Unit Commitment or Reliability Capacity
    - v. Imbalance Reserves
    - vi. Additional market products developed by CAISO
  - b. Define the objective function that is used to develop the bids for each of those products.
  - c. Define the risk metric used to help build the bids created.
  - d. Ability to implement new strategies to accommodate new products as the CAISO market evolves.
  - e. Support for changes to current or future market products as needed.
  - f. Track contractual operational limits as they factor into the opportunity cost of optimizing these resources. Items to be tracked include but not limited to:
    - i. Minimum/Maximum State of Charge
    - ii. Throughput Limits
    - iii. Cycle Limits

- iv. Grid Charging Limits
  - v. Others according to MCE's PPAs
  - g. *Optional* - Daily bidding strategies should include optimizing the Day Ahead and Real Time Energy for Variable Energy Resources.
2. Technical Capability
- a. Structure bids in requirements to meet Must Offer Obligations for resources as they are placed in RA/Supply Plans.
  - b. Structure bids in requirements to meet CAISO SIBR interface for an energy storage resource.
  - c. Structure bids to ensure compliance with CAISO bid feasibility requirements
3. Performance Measurement and Reporting
- a. Standard reports along with ability to create ad-hoc custom reports.
    - i. Standard reports include market results, dispatch, expected energy, resource curtailment, Outages, settlement summary, and detail, daily shadow settlement, resource performance, etc.
    - ii. Contractor will work with MCE to develop any custom reporting that includes any available market or operational data.
  - b. Monitor and measure performances of MCE's fleet of storage resources, and report on resource-specific performance metrics, including but not limited to
    - i. Minimum/Maximum/Average State of Charge
    - ii. Number of Throughput/Cycles
    - iii. Project availability
    - iv. Round-Trip Efficiency
    - v. Deviation from CAISO dispatch (imbalances), and
    - vi. Other characteristics and performance necessary to administer the storage contracts.

Task 3. Congestion Revenue Rights Portfolio Management Services

1. Collaborate with MCE to implement a CRR and portfolio management strategy reflective of the diverse locations and generation profiles of MCE's generators, and which is consistent with MCE's Risk Management Policy.
2. Carry out all processes to facilitate MCE obtaining CRRs through the CAISO annual and monthly nomination and allocation process, and annual and monthly auctions.
3. Provide recommendations to MCE on CRRs to nominate and purchase, the selection of which will remain under MCE's sole discretion. This should include:
  - a. Analysis of risk on paths between MCE's generators and load, and strategies for mitigating this
  - b. Market analysis to support CES' recommended CRR nominations and sales/purchases, in a form accepted by MCE, including a description of the proposed strategy; a breakdown of hedging CRRs and revenue maximizing CRRs, including an explanation for the recommended split; and an explanation of identified transmission constraints, plant outages, and other pertinent details to inform the MCE Team.
4. Provide a CRR revenue forecast for the relevant calendar year after MCE receives annual allocations, including recommendations on CRRs to resell in the auction processes, forecasted auction revenues, and analysis of the expected risk/return of holding revenue maximizing positions until the DAM.
5. Provide periodic reporting, in a form accepted by MCE, to summarize the prior period CRR portfolio performance compared against the CRR revenue forecast. This report should include reporting of CRR positions acquired to hedge the basis risk between MCE's generators and load, along with each targeted generator's DAM award.
6. Review all CRR settlement statements for accuracy and highlight any discrepancies, including managing invoice disputes, as detailed in Task 1, part 2(d).
7. Assist MCE with any CRR holder registration or other administrative requirements throughout the Term.
8. Update annually a one-year forward calendar to include the pertinent dates when CRR nominations and auctions occur as well as any other dates that are relevant for the CRR process.
9. In each invoice for services rendered, provide a clear breakdown of CRR management fees, and, if applicable, including fees for monthly CRR management, annual CRR management, and any other pertinent information.
10. Minimum Participant Requirement (FERC Order 741)
  - a. MCE will bear the responsibility of funding the CRR Candidate Holder Minimum Participant Requirement or explicit CRR collateral posting, if necessary, with CAISO.

#### Task 4. Optional – Proxy Demand Response Services

If MCE elects to have Contractor provide Proxy Demand Response Services, Contractor and MCE will work on these Services as follows:

##### **MCE Responsibilities**

1. Customer & Contract Management
  - a. Obtain customer historical usage and other applicable data from the UDC.
  - b. Execute and maintain contracts or other arrangements with participating customers.
  - c. Address customer inquiries or complaints
2. CAISO Registration
  - a. Provide Contractor with appropriate access to relevant CAISO systems.
  - b. Upload location and registration information in agreed upon format to CES FTP or other mutually agreed upon data transfer method.
  - c. Track status of locations and address any conflicts.
  - d. Provide Cross reference of DRRS Registrations to Masterfile Resource IDs
  - e. Provide new resource, or updates to existing resource, info in the CAISO Resource Data Template with changes to parameters highlighted.
3. Scheduling
  - a. Communicate Day-Ahead (DA) and Real-Time (RT) offer quantity and price for each Proxy Demand Resource (PDR) to CES via mutually agreed upon data transfer method.
4. Meter Data Management
  - a. Perform validation, estimation, and editing (VEE) of Revenue Quality Meter Data (RQMD).
  - b. Manage resource-specific Settlement Quality Meter Data (SQMD).
  - c. Provide all required CAISO data (meter and performance) to CES at the specified frequency and in the specified format.
    - i. MCE is responsible for data quality
  - d. Coordinator service costs with CES, allowing sufficient time to comply with any new CAISO-defined processes.
  - e. Perform annual SQMD audit

##### **Contractor Responsibilities**

1. CAISO Registration
  - a. Upload location and registration information to applicable CAISO systems in the required format.
  - b. Submit the Resource Data Template (RDT) to CAISO Master File.
2. Scheduling
  - a. Submit daily DA and RT offers.
    - i. Ensure submitted bids satisfy the Net Benefits Test pursuant to CAISO Open Access Transmission Tariff (OATT) Section 30.6.3.
  - b. Retrieve DA and RT market results.
  - c. Communicate DA and RT awards to MCE via mutually agreed upon data transfer method.
3. Meter Data Management
  - a. Submit all required data to MRI-S for each Resource ID by T+52b submission deadline.

#### **For All Services and Tasks: Roles and Responsibilities of the Parties**

##### **Of Contractor:**

- Contractor shall perform all Services in a professional manner consistent with Prudent Industry Standards, and in accordance with the requirements of this Agreement, the CAISO Tariff and Business Practice Manuals, Applicable Laws, MCE's Energy Risk Management Policy, MCE's Load and Generation Risk Management Guidelines, which shall be provided to Contractor and may be updated from time to time in MCE's sole discretion, and other written directions provided by MCE to Contractor from time to time.
- Billing and payment for CAISO charges and credits shall be made through a MCE designated bank account. In no case shall Contractor instruct the CAISO to direct funds related to MCE's SCID into or out of another bank account without the prior written consent of MCE.
- If Contractor observes market conditions or actions that it reasonably believes may result or have resulted in non-compliance, Contractor shall report to MCE of potential or actual incidence of non-compliance with the Services of this Agreement as soon as reasonably possible and no later than 24 hours from the time it becomes aware of an event.

- In the event of non-compliance, Contractor shall reasonably cooperate with MCE to assess the event. This may include Contractor doing any of or all of the following:
  - Participating in meetings with MCE to determine the extent of the event, to discuss potential solutions, and ways to prevent the event going forward.
  - Providing requested records pertinent to the event and conducting analysis as appropriate.
  - Supporting MCE on any regulatory inquiries surrounding the event.
- Contractor shall provide MCE with their California office contact and shall be available for advisory services via Pacific Standard Time hours.
- Contractor will maintain a Scheduling Coordinator registration with CAISO through an approved subcontractor known as Galt Power throughout the term of this Agreement.

**Of MCE:**

- MCE shall provide Contractor with all relevant information to allow Contractor to effectively perform its obligations as MCE's Scheduling Coordinator Agent.
- MCE shall be entitled to revenue paid to MCE's SCID (MCE1 and MCEE) or to MCE from Balancing Authorities, Transmission Owners/Operators, and the CAISO as a result of Contractor scheduling and/or bidding MCE's portfolio.
- MCE shall post and maintain any required security by CAISO at no cost or expense to Contractor.

**EXHIBIT B  
PAYMENT SCHEDULE**

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

<b>Pricing Schedule*</b>			
<i>February 1, 2027 through January 31, 2030 (with "early start" services provided from August 2026 through January 2027)</i>			
<b>Service</b>	<b>Unit Description</b>	<b>Unit Price</b>	<b>Recurrence</b>
Initial Set Up & Transfer of Existing Portfolio From Current SC	One-Time Fixed Fee	fixed fee	One-Time
Load Forecast Set up, Meter Mgmt. Process, Onboarding	One-Time Fixed Fee	fixed fee	One-Time
Proxy Demand Response: initial set-up	One-Time Fixed Fee	fixed fee	One-Time
Data Acquisition per resource that requires a telemetry connection	# of resources requiring a telemetry connection	per resource	One-Time
CAISO New Resource Implementation and Test Energy Support	# of new resources coming online requiring NRI support	per resource	One-Time
New Resource Congestion and Curtailment Analysis [optional and may not be used]	# of nodes analyzed: for the first 3 nodes) + per additional node)	see unit description	One-Time
Early start: 2027 year-ahead CRRs + Jan&Feb 2027 monthly CRRs	One-Time Fixed Fee	fixed fee	One-Time
Early start: storage optimization from Oct2026-Jan2027	One-Time Fixed Fee	fixed fee	One-Time
Resource Scheduling: Variable Energy Resource (< 20 MW)	# of resources scheduled by MCE	per resource	Monthly
Resource Scheduling: Landfill Gas and Geothermal	# of resources scheduled by MCE	per resource	Monthly
Resource Scheduling: Small Hydro	# of resources scheduled by MCE	per resource	Monthly
Resource Scheduling: Variable Energy Resource (≥ 20 MW)	# of resources scheduled by MCE	per resource	Monthly
Resource Scheduling: Proxy Demand Response (for the first three resources)	Monthly fixed fee	fixed fee	Monthly
Resource Scheduling: Proxy Demand Response (additional resources)	# of resources scheduled by MCE (above and beyond first three resources)	per resource	Monthly
Resource Scheduling: Imports	# of resources scheduled by MCE	per resource	Monthly
Resource Optimization: Non-Storage [optional and may not be used]	Capacity of resources optimized by GridBoost (MW)	per MW	Monthly
Resource Scheduling and Optimization: Storage (first 2 resources)	# of resources scheduled by MCE and optimized by Gridboost	per resource	Monthly
Resource Scheduling and Optimization: Storage (additional resources ≥ 20 MW)	# of resources scheduled by MCE and optimized by Gridboost	per resource	Monthly
Resource Scheduling and Optimization: Storage (additional resources < 20 MW)	# of resources scheduled by MCE and optimized by Gridboost	per resource	Monthly
Load Forecasting [start date will be October 2027]	Monthly fixed fee	x performance factor	Monthly
Load Scheduling	Monthly fixed fee	fixed fee	Monthly
CRR Management	Monthly fixed fee	fixed fee	Monthly
Settlements	Monthly fixed fee	fixed fee	Monthly

\*Beginning February 1, 2028, unit prices may be adjusted upward each year in conjunction with the preceding 12-month average of the employment cost index ([ECI Home : U.S. Bureau of Labor Statistics](#)). Contractor shall provide documentation of applied cost index with the first invoice that it applies the adjustment and for each first invoice of the year thereafter.

Contractor shall bill according to this payment structure for all Services rendered. In no event shall the total cost to MCE for the Services provided under this Agreement exceed the maximum sum of \$3,900,000 for the Term of the Agreement.

## EXHIBIT C DEFINITIONS

Each of the following capitalized terms shall, for all purposes of this Agreement, have the respective meanings set forth below. All capitalized terms not otherwise defined herein shall have the meanings given to them in the CAISO Tariff.

“ACS Energy” means wholesale electricity provided by an entity that owns or operates electricity generating facilities or serves as an exclusive marketer for certain generating facilities even though it does not own them, and is assigned a supplier-specific identification number and specified source emission factor by the California Air Resources Board for the wholesale electricity procured from its system and imported into California.

“Agreement” means this Master Scheduling Services Agreement, including all exhibits attached to this Agreement, as amended, modified, or supplemented from time to time.

“Applicable Laws” means all constitutions, treaties, laws, ordinances, rules, rulings, regulations, orders, interpretations, Permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to either or both of the Parties, the MCE Assets, the Services or the terms of this Agreement. For purposes of this Agreement, Applicable Laws shall include the CAISO Tariff and all CAISO Business Practice Manuals.

“Balancing Authority” or “Balancing Authorities” means the entity or entities responsible for integrating resource plans ahead of time, maintaining load-interchange-generation balance within a Balancing Authority Area, and supporting interconnection frequency in real time.

“Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

“Business Day” means any Day other than a Saturday, a Sunday, the day after Thanksgiving, or a Day on which commercial banks in California are authorized or required to close.

“California Independent System Operator” and “CAISO” mean the California Independent System Operator.

“CAISO Tariff” means the CAISO FERC approved Tariff, as amended from time to time.

“CIRA” means Customer Interface for Resource Adequacy application at CAISO.

“CMRI” means Customer Market Results Interface application at CAISO.

“CRR” means Congestion Revenue Rights which refers to financial instruments, made available through the CRR allocation, CRR auction and Secondary Registration System, that enable CRR holders to manage variability in congestion costs based on locational marginal pricing as described in the CAISO Tariff.

“Day” means a calendar day beginning at 12:00 midnight, Pacific Time.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Energy” means electricity measured in MWh.

“Energy Storage Resource” means a facility that absorbs and stores electricity produced at one time for discharge at a later time.

“LMP” means Locational Marginal Price.

“MCE Designated Bank Account” means the bank account that MCE has established to transfer funds from and to the CAISO for settlement of CAISO obligations as a result of activity from MCE’s Scheduling Coordinator ID.

“MIC Allocation” means Maximum Import Capability Allocation at CAISO.

“Prudent Industry Practice” means those practices, methods and acts that would be implemented and followed by prudent service providers in the Western United States during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made or that reasonably should have been known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety, environmental protection, economy and expedition and shall include, at a minimum, those professionally responsible practices, methods and acts that comply with applicable standards and the requirements of Governmental Authorities, WECC standards, WREGIS Standards, the CAISO and Applicable Laws.

“PPA” means Power Purchase Agreement with MCE counterparties.

“Regulation Up and Down” are ancillary services products as defined by the CAISO Tariff.

“Scheduling Coordinator” or “SC” means any entity certified by the CAISO for the purposes of undertaking the functions identified in the CAISO Tariff for Scheduling Coordinators.

“Scheduling Coordinator Agent” means Contractor performing Scheduling Coordinator services described in this Agreement on behalf of MCE under MCE’s capacity as a CAISO certified, Scheduling Coordinator. MCE activity as Scheduling Coordinator shall be associated with “SCID MCEE” and/or other SCIDs as determined by the CAISO and MCE.

“Service” means any of the Services expressly identified in Exhibit A to be performed by Contractor under this Agreement.

“Services Fees” means the various fees for Services performed under this Agreement as set forth in Exhibit B.

“SIBR” means Scheduling Infrastructure Business Rules application at CAISO.

“Spin” and “Non-Spin” are ancillary service products as defined by the CAISO Tariff.

“SQMD” means Settlement Quality Meter Data

“Transmission Owner/Operator” means an entity owning or operating transmission facilities or having firm contractual rights to use such transmission facilities.

“WECC” means the Western Electricity Coordinating Council and its successors.

“Work Product” – any reports, analyses, or deliverables specifically prepared by Contractor for, and delivered to, MCE under this Agreement



# Proposed Master Scheduling Coordinator Services Agreement with Customized Energy Solutions for CAISO Scheduling Services

Executive Committee

April 6, 2026

# CAISO Scheduling Services: Background

As a **certified CAISO scheduling coordinator**, MCE directly participates in CAISO markets. For example:

- MCE submits load bids, supply offers, and resource outages
- MCE directly settles with CAISO

For help with this important responsibility, MCE uses external vendors. These vendors provide **CAISO scheduling services**.

The most important of these vendors is MCE's **scheduling agent**, ZGlobal.

MCE's current contract with ZGlobal ends in March 2027.

# CAISO Scheduling Services: Key Functions

Month(s) Ahead

- New resources
- Resource adequacy
- Planned outages
- Portfolio management
- Hedging

Day-Ahead /  
Real-Time

- Load forecasting
- Supply optimization
- CAISO bids and offers
- Intertie tagging
- Forced outages

Month(s) After

- Load forecast accuracy
- Resource monitoring
- CAISO settlements
- Bilateral settlements
- Compliance reporting

# CAISO Scheduling Agent: MCE RFO

Milestone	Date
RFO release	August 6, 2025
RFO submission deadline	September 5, 2025
Technical Committee: presentation by MCE staff	March 2026
Executive Committee: proposal for new scheduling agent contract	April 2026
New scheduling agent contract: proposed start date (limited scope)	August 2026
New scheduling agent contract: proposed start date (full scope)	February 2027
Current scheduling agent contract (ZGlobal): final month	March 2027*

\*MCE expects that it will only need 1 month of overlap (in February 2027) between ZGlobal and the new scheduling agent, but the contract term with ZGlobal runs through March 2027 in case there are any remaining needs

# Proposed Agreement with CES: Scope

MCE staff recommends transitioning to **Customized Energy Solutions (CES)**.

The scope of the proposed agreement includes the following:

1. Load forecasting
2. Storage bidding optimization;
3. Load and resource scheduling;
4. Settlements and reporting;
5. Portfolio management and congestion hedging;
6. Preparing for new resources to come online;
7. Scheduling MCE's virtual power plant resources

# Proposed Agreement with CES: Expected Costs

- Total cost from Aug 2026 through Jan 2030: **\$3.7 million**
- Incremental gross cost from Aug 2026 through Jan 2030, relative to continuing with MCE's current vendors: **\$475,000**. However, MCE expects overall net savings and less risk, driven by optimized load/resource scheduling, hedging and portfolio management.
- Incremental gross cost in 2026-2027 fiscal year: **\$255,000**, which has already been factored into the budget approved by MCE's Board on 3/19/26.

# Recommendation

**Approve the proposed first agreement with Customized Energy Solutions for CAISO scheduling services.**

MCE staff recommends transitioning to Customized Energy Solutions for the following reasons:

- High quality scheduling, accurate settlements and clear reporting
- Energy storage bidding software and expertise
- Portfolio management and congestion hedging
- Significant load forecasting experience
- Consolidation of services (currently spread across multiple vendors)
- Ability to help MCE with its virtual power plant scheduling operations
- Staff: deep bench and strong understanding of CAISO rules