



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY | UNINCORPORATED SOLANO COUNTY  
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA | OAKLEY | PINOLE  
PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

## Agenda Page 1 of 2

### Executive Committee Meeting Friday, April 3, 2020 12:15 P.M.

The Executive Committee Meeting will be conducted pursuant to the provisions of the Governor's [Executive Order](#) N-29-20 (March 17, 2020) which suspends certain requirements of the Ralph M. Brown Act. Executive Committee Members will be teleconferencing into the Executive Committee Meeting.

**Members of the public who wish to observe the meeting may do so telephonically via the following teleconference call-in number and meeting ID:**

Dial: 1-669-900-9128  
Meeting ID - 306 457 619

For Viewing Access Join Zoom Meeting:  
<https://zoom.us/j/306457619>

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion) - Members of the public who wish to address the meeting by offering a comment may do so telephonically at this time using the above teleconference call-in number and meeting ID.
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 Approval of 3.6.20 Meeting Minutes
  - C.2 Approval of Dues to CalCCA
  - C.3 Statement of Work Schedule A.2 to the Master Services Agreement with Association for Energy Affordability
  - C.4 First Agreement with Freelance Media Buying



If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (925) 378-6732 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.org](mailto:djackson@mceCleanEnergy.org) not less than **four work days** in advance of the event.

6. First Agreement with TRC Engineers, Inc. (Discussion/Action)
7. Committee Matters & Staff Matters (Discussion)
8. Adjourn

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (925) 378-6732 as soon as possible to ensure arrangements for accommodation.

**DRAFT**

**MCE EXECUTIVE COMMITTEE MEETING MINUTES**

**Friday, March 6, 2020**

**12:15 P.M.**

**Mt. Diablo Room  
2300 Clayton Road, Suite 1150  
Concord, CA 94520**

**Charles F. McGlashan Board Room  
1125 Tamalpais Avenue  
San Rafael, CA 94901**

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**Present:** Denise Athas, City of Novato (*San Rafael*)  
Sloan Bailey, Town of Corte Madera (*San Rafael*)  
Ford Greene, Town of San Anselmo (*San Rafael*)  
Kevin Haroff, City of Larkspur (*San Rafael*)  
Bob McCaskill, City of Belvedere (*San Rafael*)  
Elizabeth Patterson, City of Benicia (*San Rafael*)  
Kate Sears, County of Marin (*San Rafael*)  
Renata Sos, Town of Moraga (*Concord*)

**Absent:** Lisa Blackwell, Town of Danville  
Tom Butt, Committee, City of Richmond  
Barbara Coler, Town of Fairfax

**Staff  
& Others:**

Darlene Jackson, Board Clerk (*Concord*)  
Vicken Kasarjian, Chief Operating Officer (*San Rafael*)  
Justin Kudo, Strategic Analysis and Rates Manager (*San Rafael*)  
Jay Marshall, IT Manager (*San Rafael*)  
Justine Parmelee, Manager of Administrative Services (*Concord*)  
Garth Salisbury, Director of Finance (*San Rafael*)  
Lindsay Saxby, Manager of Power Resources (*Concord*)  
Maira Strauss, Senior Financial Analyst (*San Rafael*)  
Shalini Swaroop, General Counsel (*San Rafael*)  
Dawn Weisz, Chief Executive Officer (*San Rafael*)

**1. Roll Call**

Acting Chair Kate Sears, called the regular Executive Committee meeting to order at 12:16 p.m. with quorum established by roll call.

**2. Board Announcements (Discussion)**

There were none.

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

There were no speakers.

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

CEO Dawn Weisz, reported the following:

- MCE was awarded a \$750,000 grant from the Marin Community Foundation to be used for low income resiliency programs
- MCE's 2020 Open Season Request for Offers is currently underway. Qualified suppliers of energy and storage products submitted bids on March 2. Short listed bids will be presented to the Ad Hoc Contracts Committee in the Spring.
- Upcoming transactions:
  - Looking to bring top bidder of Resiliency Request for Offers to next scheduled Executive Committee.
  - MCE will soon be undertaking some Carbon-free/PCC1 energy and some financial hedge transactions.
  - MCE's engagement with the PG&E Request for Offer process regarding the upcoming PSPS events, coordinating with impacted counties, while participating at the CPUC on other PG&E-related matters.
  - Clean Resource Adequacy Request for Offer to be released in Spring 2020.
  - MCE was invited to the next stage of review to submit a proposal for the CEC's California EV Infrastructure Project (CALeVIP).
- Due to COVID-19, MCE is considering video teleconferencing at its next scheduled meeting. We would like to know your thoughts.

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

- C.1 Approval of 12.6.19 Meeting Minutes
- C.2 Eighth Agreement with Braun Blaising Smith Wynn
- C.3 Fifth Agreement with Keys and Fox, LLP
- C.4 Tenth Agreement with Niemela Pappas & Associates
- C.5 Second Agreement with Hall Energy Law, PC
- C.6 MCE Resiliency Fund Expenditure for Vulnerable, Critical Need Customers

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

Action: It was M/S/C (Bailey/Athas) **to approve Consent Calendar items C.1 – C.6.**  
Motion carried by unanimous vote. Absent: Directors Blackwell, Butt and Coler.

**6. Budget for Fiscal Year 2020/21 (Discussion/Action)**

Director of Finance, Garth Salisbury presented this item and addressed questions from Committee members.

**DRAFT**

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

Action: It was M/S/C (Haroff/Athas) **to Recommend approval of the FY 2020/21 Operating Fund, Energy Efficiency Program Fund, Local Renewable Energy Development Fund, and Resiliency Fund Budgets to the MCE Board of Directors.** Motion carried by unanimous vote. Absent: Directors Blackwell, Butt and Coler.

**7. Draft Dynamic Rates for Upcoming Solano Inclusion (Discussion/Action)**

Strategic Analysis and Rates Manager, Justin Kudo presented this item and addressed questions from Committee members.

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

Action: It was M/S/C (Patterson/Greene) **to Direct staff to implement dynamic rates for new customers in Solano County by adjusting rates for these customers as necessary to maintain cost parity or cost savings compared to PG&E customer costs.** Motion carried by unanimous vote. Absent: Directors Blackwell, Butt, and Coler.

**8. Steps and Considerations for MCE to Access the Tax-Exempt Capital Markets (Discussion/Action)**

Director of Finance Garth Salisbury, presented this item and addressed questions from Committee members.

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

Action: It was M/S/C (Bailey/Patterson) to **1) Authorize staff to secure a Financial Advisor, Bond Counsel and potentially Underwriters to take the initial steps to get ready to access the tax-exempt capital markets and, 2) Recommend that the MCE Board establish an Ad Hoc Committee on Bonding to assist in developing a Debt Policy and to be engaged to report back to the full Board as MCE staff and advisors develop a Bond Indenture for Board consideration.** Motion carried by unanimous vote. Absent: Directors Blackwell, Butt and Coler.

**9. Addition of Board Members to Committees (Discussion/Action)**

CEO Dawn Weisz, briefly discussed the purpose of each committee and recommended this item be moved to the next Board meeting for additions and actions. She suggested if any board member is interested in joining either of the Committees, they should let her or Darlene know.

Action: No action was required. Item was moved to the next Board meeting for action.

**DRAFT**

**10. Review Draft 3.19.20 Board Agenda (Discussion)**

Action: No action required.
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**11. Committee & Staff Matters (Discussion)**

**12. Adjournment**

Acting Chair adjourned the meeting at 2:17 p.m. to the next scheduled Executive Committee Meeting on April 3, 2020.

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**Kate Sear, Committee Acting Chair**

**Attest:**

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**Dawn Weisz, Secretary**



April 3, 2020

TO: MCE Executive Committee

FROM: Dawn Weisz, CEO

RE: Approval of Dues to CalCCA (Agenda Item #05-C.2)

Dear Executive Committee Members:

**SUMMARY:**

MCE has been an active and engaged participant in the California Community Choice Association (CalCCA) since the trade association launched in 2016, representing the interests of California's community choice electricity providers in the legislature and at the relevant regulatory agencies, including the California Public Utilities Commission, California Energy Commission and California Air Resources Board. CalCCA's members include operating CCA programs in California. Local governments interested in community choice also participate in CalCCA as affiliate members.

MCE has benefited from the organization's ability to provide coordination among CCAs, facilitate collaborative efforts, promote uniform best practices across the state, and provide a stronger and more consistent voice in the regulatory and legislative arena in line with MCE's strategic plan goals.

These dues continue to support CalCCA's staff and shared lobbying and regulatory attorney services, particularly on resource adequacy (RA), Integrated Resource Plan (IRP), and power charge indifference adjustment (PCIA) proceedings. CalCCA member dues are derived from the operational, legal and regulatory costs of the agency, and are allocated based on each members' annual budget. A cap is applied to operational dues and to legal and regulatory dues to limit the impact on larger CCAs.

It is beneficial for MCE to continue participation in CalCCA as an operational member with a voting seat on the CalCCA board. For FY 2020/21, MCE's member dues, which include operational dues, and legal and regulatory dues, are \$387,500.

**Fiscal Impacts:**

Proposed CalCCA dues that accrue to MCE's 2020/21 fiscal year (\$387,500) are included in the FY 2020/21 Operating Fund Budget.

**Recommendation:**

Authorize payment of dues to CalCCA in an amount not to exceed \$387,000.



April 3, 2020

TO: MCE Executive Committee

FROM: Jennifer Green, Manager of Customer Programs

RE: Statement of Work Schedule A.2 to the Master Services Agreement with Association for Energy Affordability (Agenda Item #05-C.3)

ATTACHMENTS: A. Draft Statement of Work Schedule A-2 to the MCE-AEA Master Services Agreement  
B. Master Services Agreement with AEA  
C. 1st Amendment to MSA with AEA

Dear Executive Committee Members:

**SUMMARY:**

MCE has an existing Master Services Agreement (MSA) with the Association for Energy Affordability (AEA) to perform program implementation services for several of our residential energy efficiency (EE) programs. Staff recommends adding the draft statement of work (Schedule A.2) to the MSA with AEA for workforce, education and training services with a budget for FY 2020-2021 in the amount of \$159,800.

The proposed Schedule A.2 consists of three distinct approaches to developing and maintaining skilled workers within the energy efficiency sector.

- Workforce Engagement
- Contractor Education
- New Workforce Development

**Workforce Engagement**

AEA will leverage existing relationships with industry groups to spur contractor engagement in existing MCE EE programs (as well as other regional EE programs). Roundtables will be convened to engage contractors in program education and feedback sessions on what education is needed within the industry to better facilitate quality energy-saving equipment and systems. Engagement will also be focused on determining barriers to contractor engagement in electrification programs.

**Contractor Education**

AEA will leverage existing relationships with contractors participating in MCE's Low-Income Families and Tenants (LIFT), Multi-Family Energy Savings (MFES), Direct Install (DI) and MCE



Healthy Homes programs to train contractors on home performance principles. AEA will spend hands-on time with contractors and staff to develop or refine skills in the following topics:

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

AEA will use lessons learned from their industry experience along with the services described in the proposed Schedule A.2 to develop electrification topic guides and conduct electrification workshops.

#### New Workforce Development

AEA will work with staff to develop a list of potential industry internship opportunities. AEA will also work with MCE and workforce development providers to develop a training and job procurement plan. Activities under this task will be in preparation for launching an internship program in 2021.

#### **Fiscal Impacts:**

Expenditures related to the proposed amendment to the Master Services Agreement with AEA would be funded from energy efficiency program funds allocated by the CPUC.

#### **Recommendation:**

Approve the Draft Statement of Work Schedule A-2 to the MCE-AEA Master Services Agreement.

## **Statement of Work - Schedule A.2 to the Master Services Agreement by and between MCE and Association for Energy Affordability dated October 5, 2018**

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

### **Task 1: Administration**

Contractor will:

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

### **Task 2: Workforce Engagement**

**Task 2.a. – Partner with Inclusive Economics:** Contractor will work with Betony Jones of Inclusive Economics as a subcontractor to ensure the training and workforce development activities undertaken will actually improve conditions for workers.

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

*Task 2.a. 2020 Deliverables: Report on Inclusive Economics' identification of barriers that inhibit high performance building best practices in the installation community and recommendations on program design to best address these issues.*

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

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

*Task 2.b. 2020 Deliverables: Contact list of participants and summary of roundtable discussions.*

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

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

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

*Task 2.c. 2020 Deliverables: Summary of participating contractor and other vendor narratives that highlights recurring challenges that have been a barrier to electrification and high-performance*

*building best practices. Summary will include a breakdown of costs from existing proposals and potential project cost reductions due to better education/support.*

### **Task 3: Participating Contractor Education**

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

Contractor will provide participating contractors with field mentorships. Each Participating Contractor Field Mentorship will consist of one session lasting four to eight hours with a Contractor-provided trainer and the participating contractor. When possible, Participating Contractor Field Mentorships will be performed at a building site, but a separate classroom location or at the participating contractor's place of business will be used when necessary.

Topics covered will include:

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

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

*Task 3.a. 2020 Deliverables: Perform at least six Participating Contractor Field Mentorship sessions.*

### **Task 3.b. – Electrification Topic Workshops:**

**Determine Needs & Existing Resources:** Contractor will establish a priority list of electrification topics for which there is a need for additional resources and training. This list will be informed by the work performed under Task 2.b., concurrently. Contractor will collect existing resources on each identified topic area (including any created for Task 3.a.) and reach out to key industry participants to determine if other organizations or groups are working on similar resources to avoid duplication.

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

*Task 3.b. 2020 Deliverables: Contractor will deliver at least two electrification workshops and maintain A Resources tracking sheet.*

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

*Task 3.c. 2020 Deliverables: Electrification Topic Guides*

### **Task 4: Develop New Workforce for Participating Contractors**

**Task 4.a – Funded Contractor/Trades Internship:** Based on feedback from Industry Roundtables, Participating Contractor Field Mentorships, and Direct Vendor Outreach, Contractor will prepare and provide a list of potential partners for a Participating Contractor/Trades Internship. Contractor will also prepare an outline of how the internship would operate.

The Participating Contractor/Trade Internship will provide interns with on-the-job training and education regarding high-performance building and the intern's specific trade.

Internships will be funded by the Program. The 2020 program will kick start development of the Participating Contractor/Trades Internship to be launched in 2021.

***Task 4.a. 2020 Deliverables:** List of potential internship partners and internship operation outline.*

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

***Task 4.b. 2020 Deliverables:** List of potential partners and summary from key hiring organizations of desired qualifications.*

Program Timeline		
	Deliverable	Milestone Activities
<b>Q1 2020</b>		<ul style="list-style-type: none"> <li>Engage with established partner organizations, such as Rising Sun and Franklin, to identify opportunities for participating contractor engagement</li> <li>Bring Inclusive Economics on team as a subcontractor</li> <li>Plan Q2 Industry Roundtables</li> </ul>
<b>Q2 2020</b>	<ul style="list-style-type: none"> <li>Perform first Participating Contractor Field Mentorship session</li> <li>Host first Industry Roundtable and direct participating contractor outreach efforts to identify needs in workforce development</li> </ul>	<ul style="list-style-type: none"> <li>Start direct participating contractor outreach</li> </ul>
<b>Q3 2020</b>	<ul style="list-style-type: none"> <li>Perform 2 Participating Contractor Field Mentorship sessions</li> <li>Host second Industry Roundtable</li> <li>Host Electrification Topic Workshop</li> </ul>	
<b>Q4 2020</b>	<ul style="list-style-type: none"> <li>Perform 3 Participating Contractor Field Mentorship sessions</li> <li>Host second Electrification Topic Workshop</li> </ul>	<ul style="list-style-type: none"> <li>Start outreach for participating contractor/trades internship</li> </ul>
<b>Q1 2021*</b>	<ul style="list-style-type: none"> <li>Host Industry Roundtable to share program insight and solicit feedback</li> <li>Host 1 Electrification Topic Workshop</li> <li>Perform 3 Participating Contractor Field Mentorship sessions</li> </ul>	<ul style="list-style-type: none"> <li>Engage with workforce development organizations</li> </ul>
<b>Q2 2021*</b>		<ul style="list-style-type: none"> <li>Develop New Workforce Development Training Coordination Plan</li> </ul>
<b>Q3 2021*</b>	<ul style="list-style-type: none"> <li>Host 1 Electrification Topic Workshops</li> <li>Perform 3 Participating Contractor Field Mentorship sessions</li> </ul>	<ul style="list-style-type: none"> <li>First Participating Contractor/Trades Internship starts</li> </ul>
<b>Q4 2021*</b>	<ul style="list-style-type: none"> <li>Host 1 heat pump education workshops</li> <li>Perform 2 Participating Contractor Field Mentorship sessions</li> <li>Second Participating Contractor/Trades Internship starts</li> </ul>	<ul style="list-style-type: none"> <li>Second Participating Contractor/Trades Internship starts</li> </ul>

\* Program Year 2021 Timeline subject to change after 2020 implementation, lessons learned, and funding.

**Billing:**

For services provided under this Schedule A.2 Contractor shall bill monthly for all hours where services were rendered according to the fee schedule and rate schedule below.

<b>2020 Program Year Fee Schedule</b>			
<b>Task</b>	<b>Subtask</b>	<b>Estimated Hours</b>	<b>Estimated Budget</b>
Task 1: Administrative		100	\$17,000
Task 2: Workforce Engagement	Task 2.a.	25	\$4,250
	Task 2.b.	50	\$8,500
	Task 2.c	75	\$12,750
	<b>Task 2 Total</b>	<b>150</b>	<b>\$25,500</b>
Task 3: Contractor Education	Task 3.a.	150	\$25,500
	Task 3.b.	250	\$42,500
	Task 3.c.	190	\$32,300
	<b>Task 3 Total</b>	<b>590</b>	<b>\$100,300</b>
Task 4: Develop Contractor Market	Task 4.a.	50	\$8,500
	Task 4.b.	50	\$8,500
	<b>Task 4 Total</b>	<b>100</b>	<b>\$17,000</b>
<b>PROGRAM TOTAL</b>		<b>940</b>	<b>\$159,800</b>

**Rate Schedule**

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

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

**Special Terms:**

Contractor agrees, and shall cause its subcontractors to agree, to not make any written or verbal statements about MCE that are disparaging, untrue, or inaccurate; doing so will allow MCE terminate this Schedule A.2 pursuant to Section 12 of the Master Services Agreement.

**Term of Statement of Work:**

This Statement of Work shall commence on April 3, 2020 and shall terminate on December 31, 2021.

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

**APPROVED BY**

**Marin Clean Energy:**

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

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

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

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

Chairperson

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

**CONTRACTOR:**

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

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

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

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

**MASTER SERVICES AGREEMENT**  
BY AND BETWEEN  
**MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY ALLIANCE (AEA)**

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into this day 5, 2018 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and ~~(CONTRACTOR)~~ **ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)**

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide energy efficiency technical assistance services;

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

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

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in this Agreement. A form of such statement of work ("Statement of Work") is attached hereto as Exhibit A, and by this reference incorporated herein.

**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 as identified in Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement. MCE will pay all undisputed invoices within 30 days of receiving the invoice.

**4. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum identified in each Statement of Work.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on October 5, 2018, and shall terminate on **December 31, 2020**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

#### **6.1 GENERAL LIABILITY**

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

#### **6.2 AUTO LIABILITY**

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

#### **6.3 WORKERS' COMPENSATION**

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

#### **6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☐ )**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

**6.5 PRIVACY AND CYBERSECURITY LIABILITY.** 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.

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

#### **7. NONDISCRIMINATORY EMPLOYMENT:**

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

#### **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

#### **9. ASSIGNMENT:**

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

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



Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

#### **11. WORK PRODUCT:**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

#### **12. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Agreement and/or any applicable Statement of Work or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement or any Statement of Work by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement and/or any Statement of Work for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement and/or any Statement of Work so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement, and/or any Statement of Work, if funding for this Agreement is reduced or eliminated by a third-party funding source.

#### **13. AMENDMENT:**

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

#### **14. ASSIGNMENT OF PERSONNEL:**

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

#### **15. JURISDICTION AND VENUE:**

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

#### **16. INDEMNIFICATION:**

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

#### **17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

#### **18. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

**19. INVOICES; NOTICES:**

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

Email Address: invoices@mcecleanenergy.org

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

Contract Manager: Troy Nordquist

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (415) 464-6027

Notices shall be given to Contractor at the following address:

Contractor: Andrew Brooks

Address: 5900 Hollis St., Suite R2

Emeryville, CA 94608

Email Address: abrooks@aea.us.org

Telephone No.: (510) 431-1791

**20. ACKNOWLEDGEMENT OF EXHIBITS:**

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Form of Statement of Work</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Rate Schedule</u>	

**21. SEVERABILITY:**

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

**22. COMPLETE AGREEMENT:**

This Agreement along with any attached Exhibits and Statements of Work constitute the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and is signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

**23. COUNTERPARTS:**

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

**24. CONFIDENTIAL AND PERSONAL INFORMATION:**

Promptly after this Agreement or a Statement of Work terminates or expires, and for each completed Statement of Work (i) Contractor will securely destroy all MCE content and data in its possession with respect to each terminated or expired Statement of Work and certify the secure destruction in writing to MCE, and (ii) each party will return (or if requested by the disclosing party, destroy) all other Confidential Information and property of the other (if any) with respect to each terminated or expired Statement of Work. "Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the parties dated 11/1/17. 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 data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction. "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 laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

**25. SURVIVAL OF TERMS:**

The terms of this Agreement that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Statement of Work, will survive termination or expiration, including all indemnity obligations and procedures (section 16), retention of records provisions (section 10), work product provisions (section 11) and confidential and personal information provisions (section 24).

**25. PERFORMANCE AND PAYMENT BOND: (REQUIRED IF CHECKED ☐)**

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

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

**APPROVED BY****Marin Clean Energy:**By: Don Deane  
CEODate: 10-5-18**CONTRACTOR:**By: Andrew BrooksName: Andrew BrooksDate: 10/7/2018

**EXHIBIT A**  
**Form of Statement of Work**

**Statement of Work - Schedule A. [#]**

Contractor will provide the following \_\_\_ services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

[List scope of services.]

**Billing:**

Contractor shall bill monthly and according to the rate schedule listed in Exhibit B of the Master Services Agreement dated August \_\_\_\_, 2018. In no event shall the total cost to MCE for the services provided under this Statement of Work exceed the maximum sum of **\$51,000** for the term of the Agreement.

**Term of Statement of Work:**

This Statement of Work shall commence on August \_\_\_\_, 2018 and shall terminate on March 31, 2020.

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

**APPROVED BY**

**Marin Clean Energy:**

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

CEO

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

**CONTRACTOR:**

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

Name: Andrew Brooks

Date: 10/7/2018

**EXHIBIT B  
RATE SCHEDULE**

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

<b>Billing Rates</b>	<b>Hourly Rate</b>
Director	\$175.00
Senior Program Manager	\$165.00
Program Manager	\$150.00
Associate Program Manger	\$135.00
Senior Energy Analyst	\$165.00
Energy Analyst II	\$150.00
Energy Analyst	\$140.00
Office Manager	\$125.00

This FIRST AMENDMENT is made and entered into on January 28, 2020, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA), (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, MCE and Contractor entered into a master services agreement on October 5, 2018, to provide energy efficiency technical assistance services ("MSA"); and

WHEREAS, Section 5 the MSA stated the MSA shall terminate on December 31, 2020; and

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

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

### AGREEMENT

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

#### **TIME OF AGREEMENT:**

This Agreement shall commence on **October 5, 2018**, and shall terminate on **March 31, 2021**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

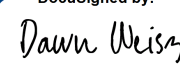
2. Except as otherwise provided herein all terms and conditions of the MSA shall remain in full force and effect.

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

CONTRACTOR:

By:   
AFAD2489924E46B...  
1/28/2020  
Date: \_\_\_\_\_

MARIN CLEAN ENERGY:

By:   
A59876416EBC4F8...  
1/28/2020  
Date: \_\_\_\_\_



April 3, 2020

TO: MCE Executive Committee

FROM: Ayaka Emoto, Marketing Manager

RE: First Agreement with Freelance Media Buying (Agenda Item #05-C.4)

ATTACHMENT: Draft First Agreement with Freelance Media Buying

Dear Executive Committee Members:

**SUMMARY:**

The proposed First Agreement with Freelance Media Buying is a contract to support MCE's advertising campaigns for the 2020-2021 fiscal year. This contract would support budgeted activities including:

- Creating a strategic and metric-driven advertising campaign to deliver on MCE's goals of:
  - Raising brand awareness and visibility of MCE's role within its service area communities
  - Develop awareness of MCE's customer programs and campaigns (e.g. energy storage, resiliency, electric vehicles, and energy efficiency)
  - Increasing the number of customers participating in MCE energy services and programs
- Designing and developing creative work products as well as negotiating and purchasing media for all recommended channels
- Reporting campaign results with in-depth analysis
- Providing ongoing recommendations for further optimization based on campaign metrics

The proposed Agreement would commence upon contract execution and continue through March 31, 2021.

**Background:**

This is the first time that MCE would be working with Freelance Media Buying. Freelance Media Buying has successfully worked with other CCAs including CleanPowerSF, East Bay Community Energy (EBCE), and Silicon Valley Clean Energy (SVCE). Freelance Media Buying understands the unique challenges and opportunities relevant to CCAs and is well-positioned to help solve

for those challenges and meet those opportunities with an effective advertising campaign.

Under the proposed Agreement, Freelance Media Buying would be compensated based on their time and materials. The full not-to-exceed contract value would be \$450,000 through March 31, 2021.

**Fiscal Impacts:** The expenditures related to the proposed Agreement are included in the approved FY 2020/21 budget.

**Recommendation:** Approve the First Agreement with Freelance Media Buying.



**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND FREELANCE MEDIA BUYING**

**THIS FIRST AGREEMENT** ("Agreement") is made and entered into this day **April 3, 2020** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and FREELANCE MEDIA BUYING hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide the following services: marketing services;

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

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

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

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within 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 **\$450,000**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **April 3, 2020**, and shall terminate on **March 31, 2021**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

**6.1 GENERAL LIABILITY**

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

**6.2 AUTO LIABILITY**

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

**6.3 WORKERS' COMPENSATION**

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

**6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☐ )**

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

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

**7. NONDISCRIMINATORY EMPLOYMENT:**

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

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**9. ASSIGNMENT:**

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

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Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option,

Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

#### **11. WORK PRODUCT:**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

#### **12. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

#### **13. AMENDMENT:**

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

#### **14. ASSIGNMENT OF PERSONNEL:**

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

#### **15. JURISDICTION AND VENUE:**

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

#### **16. INDEMNIFICATION:**

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

#### **17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

#### **18. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

**19. INVOICES; NOTICES**

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

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

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
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San Rafael, CA 94901
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Email Address:	contracts@mcecleanenergy.org
----------------	------------------------------

Telephone No.:	(415) 464-6027
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Notices shall be given to Contractor at the following address:

Contractor:	Carrie Souza
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Address:	518 Bonita St. #3
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Sausalito, CA 94965
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Email Address:	carrie@freelancemediabuying.com
----------------	---------------------------------

Telephone No.:	(415) 459-2323
----------------	----------------

**20. ACKNOWLEDGEMENT OF EXHIBITS**

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

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

**21. SEVERABILITY**

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

**22. COMPLETE AGREEMENT**

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

### 23. 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: \_\_\_\_\_

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

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

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

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

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

Chairperson

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

### MODIFICATIONS TO STANDARD SHORT FORM

☐ Standard Short Form Content Has Been Modified

*List sections affected:* \_\_\_\_\_

\_\_\_\_\_

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES (required)**

Contractor will provide marketing services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

Contractor will oversee:

- Creating a strategic and metric-driven advertising campaign to deliver on MCE's goals of:
  - Raising brand awareness and visibility of MCE's role within its service area communities
  - Increasing the number of customers participating in MCE energy services – Light Green 60% renewable energy and Deep Green 100% renewable energy
  - Supporting other targeted programs and campaigns (e.g. energy storage, resiliency, etc.)
- Designing and developing creative as well as negotiating and purchasing media for all recommended channels
- Reporting campaign results with in-depth analysis
- Providing ongoing recommendations for further optimization based on campaign metrics
- Contractor shall provide a written proposal for the media production each campaign detailing all costs of creative development of the campaign and the use of any subcontractors, for MCE approval.

**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**

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

Costs for any purchase of Media for MCE  
15% of Gross Media Costs  
MCE-approved Proposals for Media Production for a campaign

Contractor will bill upon approval of a campaign plan and media purchases. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$450,000** for the term of the Agreement.

**EXHIBIT C**  
**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: Freelance Media Buying

CONTRACT TITLE: First Agreement by and Between Marin Clean Energy and Freelance Media Buying

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<b>Check Where Applicable</b>	<b>Requested Limit Amount</b>	<b>MCE Use Only</b>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance* *Sole Proprietors must provide representation of their exempt status below	<input checked="" type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Workers' Compensation Insurance requirement waived because Contractor does not have employees, as attested in the statement below.

**WORKERS' COMPENSATION STATEMENT OF EXEMPTION**

By signing below, I notify MCE that I am a

☐ sole proprietor☐ partnership☐ nonprofit organization☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature

\_\_\_\_\_

Printed Name of Contractor

\_\_\_\_\_

Date

\_\_\_\_\_

Contract Manager Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Approved by:

\_\_\_\_\_

Date:

\_\_\_\_\_





April 3, 2020

TO: MCE Executive Committee

FROM: Alice Havenar-Daughton, Director of Customer Programs

RE: First Agreement with TRC Engineers, Inc (Agenda Item #06)

ATTACHMENT: Draft First Agreement with TRC Engineers, Inc.

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Dear Executive Committee Members:

**Summary:**

The proposed First Agreement with TRC Engineers Inc (TRC) is a contract to develop and implement a dispatchable behind-the-meter battery energy storage resiliency program for MCE customers (MCE Energy Storage Program) with a goal of deploying 15 MWh of customer-sited storage over a 2-year period. The proposed First Agreement would commence upon contract execution and continue for two years from the contract execution date with a not-to-exceed contract value of \$3,101,749.

**Background:**

On November 21, 2019, your Board approved the creation of a Resiliency Fund with initial funding in the amount of \$3,000,000. On March 19, 2020, your Board approved an additional allocation of \$3,000,000 to the Resiliency Fund. The creation of this fund was in large part a response to PG&E's Public Safety Power Shutoff (PSPS) events, which significantly impact the safety, reliability, health and welfare of our customers, and disproportionately affect vulnerable populations.

MCE aims to improve resiliency across our four-county service area to help keep customers safe during grid outages while supporting decarbonization and statewide efforts to improve overall grid reliability. In December 2019, staff issued a solicitation seeking qualified organizations and businesses to develop, launch and implement a new MCE Energy Storage Program to deploy 15 MWh<sup>1</sup> of dispatchable behind-the-meter battery energy storage systems to MCE customers

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<sup>1</sup> The original Request for Proposals called for 10 MWh for the two-year program, which was subsequently raised

over a 2-year period. This program will achieve resiliency for MCE's customers, drive decarbonization, lower costs for program participants, and enable local grid management using load shaping and shifting. During later phases, this program will help MCE to expand its role as a CAISO market participant.

MCE's Energy Storage Program will provide smart demand-side management opportunities benefiting MCE by developing a network of flexible, local energy storage + solar systems with real-time monitoring and controlling that can be aggregated and dispatched to manage critical peak loads, better align customer usage with MCE's procurement costs and as market opportunities evolve, generate value in wholesale markets. This will help MCE keep costs low for all of its customers and benefit California's energy landscape as a whole by addressing the growing "Duck Curve" issues through clean, reliable, and smart demand-side management (DSM) strategies enabled by energy storage technologies.

While MCE's Energy Storage Program will be available to all customer types, MCE will prioritize our most vulnerable customers and critical facilities to help them remain safe during PSPS and other grid outages by eliminating upfront costs. MCE will initially focus on engaging customers who already own [or lease] an on-site solar system and are on a net-energy metering (NEM) tariff. This initial focus is strategic because adding dispatchable energy storage to existing NEM solar accounts is expected to produce significant co-benefits for MCE and its customers during multiple day power outages.

Priority residential customers include those who have low-income, have a medical necessity that could become life threatening without power, and those in state-designated Disadvantaged Communities (DACs). Priority commercial customers include small and medium businesses located in DACs or in state-designated Tier 2 or Tier 3 high fire threat districts, and critical facilities that provide essential services during PSPS events and/or natural disasters, such as schools, community centers, emergency shelters, fire stations, and health centers.

### **Vendor Selection:**

TRC was selected as the desired prime vendor through MCE's solicitation process, which included 18 responses from qualified vendors. TRC was selected because of their deep experience and success in program implementation, distributed energy resource (DER) project and asset management, and workforce development. TRC has extensive technical experience implementing innovative and turnkey CCA, municipal, utility, and regional energy network advanced energy programs, including a decade of experience designing and launching first-of-their-kind programs. For example, TRC designed Sonoma Clean Power's Resiliency-focused Advanced Energy Rebuild Program in collaboration with PG&E for homeowners impacted by wildfires.

TRC also brings a thorough understanding of the CPUC's self-generation incentive program (SGIP) rules and technical requirements, which will be a critical component of providing incentives to customers participating in MCE's Energy Storage Program.

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to 15 MWh to leverage the advantages of multiple contractors/subcontractors and reach more MCE customers.

TRC would also maximize workforce development opportunities by partnering with Rising Sun, which focuses on training and employing low-income youth and adults in traditionally underserved populations.

### **Scope of Work:**

Under the proposed agreement, TRC would be responsible for MCE's Energy Storage Program development, implementation and installation services to offer innovative, valuable, and affordable or no-cost energy storage options to enhance resiliency and reliability for customers, with a special priority for vulnerable customers and critical facilities. This includes subcontracting with trade allies, engaging customers, identifying projects, signing customer agreements and installing the storage systems. TRC would also enable MCE to monitor and control the installed assets through Enbala's Concerto platform.

TRC would subcontract with two other entities who responded to MCE's solicitation, NantEnergy and ZENA Alliance/Gridscape, to support MCE's Energy Storage Program. Additionally, TRC would manage resiliency projects funded through the \$750,000 Marin Community Foundation (MCF) grant recently awarded to MCE. TRC would also subcontract with Grid Alternatives for the residential multifamily portion of the MCF grant, providing Grid Alternatives with energy storage training to expand their capabilities for future projects. This grant provides funding for battery and solar installations at low-income multifamily residents and non-profit agencies that provide essential services during emergencies in Marin County.

Under the proposed agreement TRC would eliminate priority customers' upfront costs by leveraging non-MCE incentive funding (e.g., SGIP), coupled with straightforward financing solutions and an innovative repayment structure using performance-based MCE-paid incentives and potentially on-bill repayment options. MCE would also have the ability to contribute incentives, as needed, to eliminate up front costs for priority customers. However, TRC would minimize MCE incentives needs to the greatest extent possible by maximizing SGIP funds.

TRC would monitor the batteries for daily load shift performance which would be integrated with the industry's leading command and control software, Enbala's Concerto. Concerto enables real-time grid balancing using a highly flexible approach to controlling and dispatching distributed energy resources. MCE would have the ability to manage the batteries for daily load shift and during PSPS and other emergency events.

The figure below summarizes the costs associated with the First Agreement.

Cost Category	Year 1	Year 2	Total
<b>Phase 1: Start-up, Launch and Optimization</b>			
Task 1A: Start-up	\$105,410	\$0	\$105,410
Task 1B: Phase II Optimization	\$40,300	\$41,494	\$81,794
<b>Phase 2: Program Administration</b>			
Task 2A: Pipeline management	\$350,760	\$429,989	\$780,749
Task 2B: Trade Ally network	\$52,840	\$54,350	\$107,190
Task 2C: Marketing & Outreach	\$68,520	\$70,576	\$139,096 <sup>2</sup>
Task 2D: Reporting	\$30,780	\$31,703	\$62,483
<b>Phase 3: Command and Control</b>			
Task 3A: Integration with VTN (Enbala)	\$246,560	\$90,000	\$336,560
Task 3B: Systems Integration (TRC)	\$550,436	\$0	\$550,436
Task 3C: BESS* systems integration (ANB)	\$90,360	\$39,667	\$130,027
Task 3D: Annual Maintenance & Service	\$0	\$41,633	\$41,633
<b>Phase 4: Quality Assurance/Quality Control (QA/QC)</b>			
Task 4: QA/QC Plan and Process	\$139,950	\$218,753	\$358,703
<b>Phase 5: Workforce Development</b>			
Task 5: Workforce Development (Rising Sun)	\$118,480	\$120,540	\$239,020
<b>Phase 6: Measurement &amp; Verification (M&amp;V)</b>			
Task 6: M&V Plan and Process	\$43,400	\$125,248	\$168,648
<b>Total Program Cost</b>	<b>\$1,837,796</b>	<b>\$1,263,953</b>	<b>\$3,101,749</b>
<i>*Battery Energy Storage System (BESS)</i>			

**Fiscal Impacts:** Expenditures related to the proposed First Agreement with TRC would be funded completely from the Board-approved MCE Resiliency Fund.

**Recommendation:** Authorize staff to execute the proposed First Agreement with TRC Engineers Inc, in an amount not to exceed \$3,101,749, and subject to final adjustments as discussed.

<sup>2</sup> These costs may be reduced pending ongoing negotiations with TRC on Marketing and Outreach responsibilities and deliverables.

**MARIN CLEAN ENERGY**  
**BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM**  
**STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT**  
**BY AND BETWEEN**  
**MARIN CLEAN ENERGY AND TRC ENGINEERS, INC.**

**THIS FIRST AGREEMENT** ("Agreement") is made and entered into this day **Month Day, 2019** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and TRC Engineers, Inc., hereinafter referred to as "Implementer."

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide the services described in **Exhibit A**;

**WHEREAS**, Implementer is a third-party program implementer that will implement the contracted-for energy efficiency program ("Program");

**WHEREAS**, Implementer warrants that it is qualified and competent to render the aforesaid Services;

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

**1. SCOPE OF SERVICES:**

Implementer agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof. "Services" shall mean all of the services described in **Exhibit A**, and any other work performed by Implementer pursuant to the Agreement and any related purchase orders.

**2. FURNISHED SERVICES:**

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

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

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Implementer shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Implementer is responsible for billing MCE in a timely and accurate manner. Implementer shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within 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 **\$3,101,749**.

**5. TERM OF AGREEMENT:**

This Agreement shall commence on **April \_\_, 2020**, and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until **April 30, 2022** Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Implementer.

**6. INSURANCE AND SAFETY:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. *[The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds, but only in regard to the acts or omissions of Implementer or its Subcontractors and their respective employees under this Agreement, and not to the extent of any act or omission or operation of the additional insured party or parties.]* The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Implementer's obligations under paragraph 17 of this Agreement. MCE agrees to timely notify the Implementer of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Implementer for any services provided during any time that insurance was not in effect and until such time as the Implementer provides adequate evidence that Implementer has obtained the required coverage.

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****6.1 GENERAL LIABILITY**

The Implementer shall maintain a commercial general liability insurance policy in an amount of [no less than] one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

**6.2 AUTO LIABILITY**

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Implementer in order to perform said services, Implementer shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

**6.3 WORKERS' COMPENSATION**

The Implementer acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Implementer has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

**6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☐ )**

[Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Implementer must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Implementer shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Implementer has segregated amounts in a special insurance reserve fund or Implementer's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.]

**6.5 PRIVACY AND CYBERSECURITY LIABILITY.** [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.]

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

**7. NONDISCRIMINATORY EMPLOYMENT:**

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

**8. SUBCONTRACTING:**

[The Implementer shall not subcontract ("Subcontract") nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any Subcontract work identified herein. Notwithstanding the foregoing, MCE hereby agrees that some or all the Services hereunder may be performed by employees of one or more of Implementer's corporate affiliates (by subcontract, assignment, secondment of employees, or similar arrangements ("Arrangements") to the extent necessary to provide sufficient staffing, and/or to comply with applicable insurance or professional licensing requirements. Any such Arrangements shall be treated as a Subcontract and any such affiliate shall be treated as a Subcontractor (as defined below) for purposes of this Agreement. Implementer shall provide TRC with the full corporate names of any affiliates under such an Arrangement prior to the utilization of such persons or entities in performance of the Services.

If Implementer hires a subcontractor under this Agreement ("Subcontractor"), Implementer shall require Subcontractor to provide and maintain insurance coverage(s) identical to what is required of Implementer under this Agreement and shall require Subcontractor to name Implementer as additional insured under this Agreement. It shall be Implementer's responsibility to collect and maintain current evidence of insurance provided by its Subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no Subcontract shall relieve Implementer of any of its duties or obligations under this Agreement. Implementer shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement. Implementer's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Implementer. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.]

**9. ASSIGNMENT:**

[Except with regard to Arrangements subject to the terms and conditions of Section 8 above], the rights, responsibilities and duties under this Agreement are personal to the Implementer and may not be transferred or assigned without the express prior written consent of

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC**

MCE.

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

Implementer and any Subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. After reasonable advance written notice, MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for three (3) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Implementer's premises or, at MCE's option, Implementer shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Implementer shall refund any monies erroneously charged. Implementer shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings. Notwithstanding any terms to the contrary in this Agreement, MCE will have the right to review Implementer's costs only for services performed on a reimbursable basis, in which case only costs such as labor hours, materials, and Subcontractor invoices are subject to review. In no event will Implementer's efficiency in performing the services, its home office overhead or fees, or fixed price aspects of costs (including any lump sum pricing, unit pricing, labor rates, labor multipliers, equipment rates, or small tool rates) be subject to review. MCE shall keep all audit information confidential.

**11. WORK PRODUCT:**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Implementer, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Implementer for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Implementer or to any other party. Implementer shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Implementer may keep file reference copies of all documents prepared for MCE. Such use by MCE of unfinished work product is at MCE's sole risk, and MCE will defend, indemnify, and hold harmless Implementer and its subconsultants, and each of their parents and affiliates, and each of their directors, officers, and employees ("Implementer Personnel") from and against any and all costs, losses, or expenses, including reasonable attorneys' fees and costs, suffered by Implementer Personnel to the extent caused by MCE's use of unfinished work product without Implementer's involvement.

**12. TERMINATION:**

- A. If Implementer fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the material terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five (5) business days' written notice to the party involved with opportunity to cure.
- B. *[A party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by acts of God, strikes, labor disputes, floods, earthquakes, fires, utility power shutoffs, epidemic, pandemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, order or decree by a governmental authority or other forces or circumstances over which Implementer has no control and which are not caused by any act or omission of such breaching party.]*
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Invoices; Notices.
- D. In the event of termination not the fault of Implementer, Implementer 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 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. Implementer shall not enter into any agreement, commitments or Subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Implementer shall have delivered to MCE any and all reports, drawings, documents and deliverables prepared for MCE before the effective date of such cancellation or termination.
- E. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. MCE may also terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- F. Upon MCE's termination of this Agreement for any reason, Implementer shall, and shall cause each Implementer Party to, bring the Services to an orderly conclusion as directed by MCE. Implementer and each Implementer Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of MCE. MCE, at its option, may take possession of any portion of the Services paid for by MCE.

**13. AMENDMENT:**

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

**14. ASSIGNMENT OF PERSONNEL:**

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



**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****15. GOVERNING LAW AND VENUE:**

This Agreement shall be governed by the internal laws of the State of California, with reference to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in Marin County (or if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Northern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

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

**17. REPRESENTATIONS; WARRANTIES; INDEMNIFICATION:**

**17.1 LICENSING.** At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to obtain and maintain, at its sole cost and expense, all required licenses and registrations required for the operation of its business and the performance of the Services. Implementer shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

**17.2 PERFORMANCE ASSURANCE; BONDING.** At all times during the performance of the Services, Implementer providing any direct installation services represents, warrants and covenants that it has and shall, and shall cause each Implementer Party, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable. Regardless of the specific Services provided, Implementer shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.

**17.3 GOOD STANDING.** Implementer represents and warrants that (a) it is a **corporation** duly organized, validly existing and in good standing under the laws of the State of California and (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting, and 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.

**17.4 SAFETY.** During the term of this Agreement, Implementer continuously represents, warrants and covenants that it shall, and shall cause each Implementer Party to:

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

**17.5 BACKGROUND CHECKS.**

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



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

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

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

**17.6 FITNESS FOR DUTY.** Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform their work properly and safely. Implementer shall, and shall cause its Subcontractors to, have policies in place that require their employees 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.

**17.7 INDEMNIFICATION.** *[Implementer agrees to indemnify, defend and hold MCE, its employees, officers and agents ("Indemnitees") harmless from any and all Claims to the extent such Claims are caused by the negligence, recklessness, willful misconduct, fraud, breach or violation of applicable law in the performance of this Agreement by Implementer or its Subcontractors, agents and affiliates. As used in this Agreement, "Claims" means all costs, losses, claims, fines, penalties, liabilities and expenses, including, but not limited to, litigation costs and attorney's fees and claims by third parties for damages, including, but not limited to bodily injury, death, or property damage. Implementer shall not settle any indemnified Claim or disclose the terms of any such settlement without the MCE's prior written consent, which may not be unreasonably withheld.]*

**18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Implementer shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAWS:**

The Implementer shall comply with any and all applicable federal, state and local laws, regulations and resolutions (including, but not limited to all CPUC policies and guidance for energy efficiency programs, the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

**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:

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

Contract Manager:	Troy Nordquist
MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	contracts@mcecleanenergy.org
Telephone No.:	(415) 464-6027

Notices shall be given to Implementer at the following address:

Implementer:	TRC Engineers, Inc.
Address:	17911 Von Karman Ave, Suite 400
	Irvine, CA 92614
Email Address:	
Telephone No.:	(510) 473 - 8608

**21. ACKNOWLEDGEMENT OF EXHIBITS:**

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In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

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

**22. DATA COLLECTION AND OWNERSHIP REQUIREMENTS:**

22.1. **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, manual's, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Implementer as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Implementer. MCE Data shall also include all data and materials provided by or made available to Implementer by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the parties dated **[MONTH YEAR]**

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

22.3. **MCE DATA SECURITY MEASURES.** Prior to Implementer receiving any MCE Data, Implementer shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 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 **[MONTH YEAR]**. MCE's Security Measures and Confidentiality provisions require Implementer to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

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

22.5. **RETURN OF MCE DATA.** Promptly after this Agreement or a Statement of Work terminates or expires, and for each completed Statement of Work (i) Implementer will securely destroy all MCE Data in its possession with respect to each terminated or expired Statement of Work and certify the secure destruction in writing to MCE, and (ii) each party will return (or if requested by the disclosing party, destroy) all other Confidential Information and property of the other (if any) with respect to each terminated or expired Statement of Work, provided that *[Implementer shall not be required to alter, modify, delete, or destroy computer back-up media made in the ordinary course of business]* and Implementer's attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

**22.6. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data.
- b) **Program Intellectual Property.** Unless otherwise expressly agreed to by the Parties, any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party under this Agreement with Program funds ("Program Intellectual Property"), including inventions, processes, templates, documents, drawings, computer programs, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE on behalf and for the benefit of their respective customers.
- c) **Program Intellectual Property will be owned by MCE upon its creation.** Implementer agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Program Intellectual Property.
- d) **Implementer's Pre-Existing Materials.** If, and to the extent Implementer retains any preexisting ownership rights

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("Implementer's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Program Intellectual Property, Implementer hereby grants MCE and the Program Participants on behalf of their respective customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Implementer or any Implementer Party for the sole purpose of using such Program Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Implementer shall retain all of its rights, title and interest in Implementer's Pre-Existing Materials. Any and all claims to Implementer's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Program Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

**22.7 BILLING, ENERGY USE, AND PROGRAM TRACKING DATA.**

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

**23. WORKFORCE STANDARDS:**

At all times during the term of the Agreement, Implementer shall comply with, and shall cause all Implementer Parties to comply with, the workforce qualifications, certifications, standards and requirements set forth in this Section 23 ("Workforce Standards"). The Workforce Standards shall be included in their entirety in Implementer's Final Implementation Plan. Final Implementation Plan shall mean as it is defined in the deliverables for the Services listed in Exhibit A. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by MCE, Implementer shall provide all documentation necessary to demonstrate to MCE's reasonable satisfaction that Implementer has complied with the Workforce Standards.

**23.1 HVAC STANDARDS.** For any non-residential project pursuant to this Agreement installing, modifying or maintaining a Heating Ventilation and Air Conditioning ("HVAC") system or component with incentives valued at \$3,000 or more, Implementer shall ensure that each worker or technician involved in the project, including all employees and agents of its Subcontractors, meets at least one of the following workforce criteria:

- a) Completed an accredited HVAC apprenticeship;
- b) Is enrolled in an accredited HVAC apprenticeship;
- c) Completed at least five years of work experience at the journey level as defined by the California Department of Industrial Relations, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed; or
- d) Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.

This standard shall not apply where the incentive is paid to any manufacturer, distributor, or retailer of HVAC equipment, unless the manufacturer, distributor, or retailer installs or contracts for the installation of the equipment.

**23.2 ADVANCED LIGHTING CONTROLS STANDARDS.** For any non-residential project pursuant to this Agreement involving installation, modification, or maintenance of lighting controls with incentives valued at \$2,000 or more, Implementer shall ensure that all workers or technicians involved in the project, including those of its Subcontractors are certified by the California Advanced Lighting Controls Training Program ("CALTP"). This requirement shall not apply where the incentive is paid to a manufacturer, distributor, or retailer of lighting controls unless the manufacturer, distributor, or retailer installs or contracts for installation of the equipment.

**24. FINANCIAL STATEMENTS:**

Implementer 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. MCE shall keep such information confidential if requested by Implementer, except as provided by law and to provision to the CPUC may be required from time to time under confidentiality procedures, where applicable.

**25. QUALITY ASSURANCE PROCEDURES:**

Implementer shall comply with the following requirements (the "Quality Assurance Procedures"): **[Quality Assurance Procedures to be negotiated from Proposal received by Implementer]**

Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; and (ii) procedures that ensure Measure functionality, customer satisfaction, and that the Minimum Qualifications are satisfied.

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****26. COORDINATION WITH OTHER PROGRAM ADMINISTRATORS:**

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

**27. ACCESS TO CUSTOMER SITES:**

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

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

Implementer shall:

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

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

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

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

**29. 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.

**30. COMPLETE AGREEMENT:**

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

**31. 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.

**32. LIMIT OF LIABILITY:**

*[Notwithstanding anything to the contrary in this Agreement, Implementer and MCE waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's breach or termination of the Agreement. Additionally, Implementer's total aggregate liability to MCE under this Agreement on all claims of any kind arising out of or in any way related to Implementer's work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, is limited to the total amount paid to Implementer under this Agreement.]*

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

**APPROVED BY**

**Marin Clean Energy:**

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

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

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

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

**IMPLEMENTER:**

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

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

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

**MODIFICATIONS TO ENERGY EFFICIENCY STANDARD SHORT FORM**

☐ Standard Short Form Content Has Been Modified

*List sections affected:* \_\_\_\_\_ *To be added* \_\_\_\_\_

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

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

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****EXHIBIT A****SCOPE OF SERVICES**

Implementer will provide the following services as requested and directed by MCE staff to implement MCE's Behind the Meter (BTM) Battery Resiliency Program ("the Program"), up to the maximum time/fees allowed under this Agreement.

**Executive Summary of Program**

The MCE Resiliency Program will achieve resiliency for MCE's customers, drive decarbonization, and enable local grid management using load shaping and shifting.

**Implement MCE's two-year goal** of deploying up to 10 MWh of dispatchable BTM Battery Energy Storage System (BESS) to increase resiliency and reliability for MCE's priority customers (meeting MCE's goal of 50 percent of priority customer projects). The Program design will:

- **Reach MCE's eligible priority customers across** the vulnerable and disadvantaged residential NEM, small and medium business, and local government agency segments.
- **Eliminate customers' upfront costs** for the systems by leveraging non-MCE incentive funding (e.g., SGIP), coupled with straightforward financing options and an innovative repayment structure using performance-based MCE-paid incentives and on-bill repayment options.
- **Evolve and scale** with the market and MCE's capabilities to achieve MCE's five-year goal of 70 MWh of dispatchable BESSs.

**Enable MCE to drive portfolio-wide decarbonization**, peak load management, and overall grid health across four major use cases:

- **Daily peak load management:** Using the time of use (TOU) rate schedule as a proxy, MCE can align assets around traditionally peak load periods on the grid.
- **Planned public safety power shut-off (PSPS) events:** Charging the BESSs at optimal times, based on the TOU rate schedule, with 24- to 48-hour notification of an upcoming power shut-off from the feeder.
- **Emergency events:** Immediately charging batteries to ensure the BESS is fully charged and available for customer use during an emergency.
- **Local back-up support:** Monitoring BESSs when the battery is in back-up state.

**Prove concept for future revenue streams** by enabling MCE to integrate the BESSs into its CAISO bid strategies, as MCE capabilities and the CAISO market advance to accommodate integrated and BTM storage resources.

**Phased Approach for Program Implementation**

Implementer will implement the Program in a phased approach as follows:

- Phase 1 – Start-up, Launch and Optimization
- Phase 2 – Program Administration
- Phase 3 – Command and Control

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- Phase 4 – Quality Assurance/Quality Control Measures
- Phase 5 – Workforce Development
- Phase 6 – Measurement & Verification

**Phase 1**

**Task 1: Program Development, Startup and Optimization**

**Subtask 1A Startup Planning and Launch *[Implementer and MCE are still further refining these details]***

Program Policies and Procedures - Implementer will create or modify program- specific policies and procedures documents including:

1. Trade Ally Participation Agreements
2. Participant Handbook. This will include:
  - a. Program participation requirements for trade allies, vendors and subcontractors
  - b. Quality assurance and quality control requirements
  - c. Measure and installation specifications
  - d. Job flow process that outlines each step, expected timing for completion of each project, and paperwork requirements for final review and payment of a completed project.

- Forms and Other Documents

Develop and revise any additional online or hard copy Program documents that may include, but not be limited to, documents or applications to be completed by trade allies on behalf of Participating Customers

Development, processing, and handling of any online or hard copy forms signed by Participating Customers allowing for release of energy usage and program-related data necessary for program coordination, measurement and evaluation, or implementation. These documents shall be reviewed and approved by MCE in advance of their use by Implementer and its Subcontractors.

Implementer will seek to enter a subcontract with NantEnergy and ZNE Alliance/Gridscape to provide additional 2.5 MWh each from targeted sectors. Due to the complexity of the proposed lease structure and On-Bill Repayment (OBR) process from NantEnergy, a subcontractor agreement with NantEnergy will be conditioned upon the following:



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NantEnergy providing MCE with a process flow to show precisely how the lease structure works (specifically identifying MCE's roles, responsibilities, and risks under such an agreement);

1. An evaluation of a revised cash flow model based on the 2.5 MWh target;
2. MCE review/approval of the lease agreement, defining what it means for MCE to be the lessee, MCE's roles, responsibilities, potential liabilities, etc.;
3. A detailed analysis of MCE's internal costs and costs for MCE's billing service provider to set up and maintain the OBR process;
4. An estimate of the number of customers (and MWh) that would be using the OBR lease payment option for NantEnergy's 2.5 MWh obligation.

For NantEnergy to participate in phase 1 of this program, MCE may require that they offer a third-party financing option like or included in the Implementer financing option. There may be additional considerations to minimize risks and costs to MCE under various lease options that may be considered.

Implementer will also manage resiliency projects related to MCE's Marin Community Foundation (MCF) grant. This will include managing grant payments and installations involving GRID Alternatives for residential multifamily projects, and one or more Trade Ally partners for non-residential projects. Implementer will provide project management for the additional subcontractor activities and ensure subcontractor compliance with program workforce development and quality assurance requirements. Implementer, in consultation with MCE, will develop issue resolution and performance improvement approaches to ensure that subcontractors make sufficient progress toward achieving individual goals for 2.5 MWh deployed. Implementer is not responsible for delivering 5 MWh additional storage capacity 2.5 MWh each from subcontractors NantEnergy and ZNE Alliance/Gridscape.

As part of this expanded scope Implementer Shall perform:

1. Additional Program Management
  - a. Coordination and meetings
    - Implementer will develop coordinated plan for site selection, prioritization of sites if they are suitable for Phase I deployment and whether sites are suitable for Phase II initiatives.
    - Coordinated plan will include process for resolving competing priorities for a given site.
2. Field QA/QC
  - a. Implementer will include these additional installations in the QA/QC plan and address material differences in plan.
3. Data quality QA/QC
  - a. Implementer will review and recommend changes to subcontractor and trade ally data provided so that Implementer can perform QA/QC of the data they are using to do their arbitrage and control protocols.



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4. Invoicing and incentive processing
  - a. Review performance and calculate incentives for subcontractors and trade allies.
  - b. MCE Installation Incentives for larger systems meriting more complex installation requirements and standards. As such, there may be a need for MCE to provide upfront installation incentives to make the projects viable without requiring upfront costs from priority customers.
5. Additional Marketing and Outreach
  - a. MCE will be included in and/or lead as desired the introductory communications for larger customers (Non-residential). For residential customers MCE to provide customer lists that meet program eligibility criteria. Implementer and MCE will coordinate during Program Startup to develop a list of pre-identified customers. Implementer will assist MCE to segment the list by customer sector (residential SF, residential MF, small business, government/municipal, etc.). Implementer shall provide warm leads list developed in coordination with MCE to subcontractors for the first contract year by leveraging and expanding proposed outreach efforts to include subcontractors' targeted sectors, which are largely public sector buildings. These sectors are expected to require more lead time and coordination for project approvals.
  - b. Implementer will develop an MCE-approved customer intake and engagement process flow document to highlight key customer touchpoints and ensure a streamlined and customer experience.
  - c. Implementer will support MCE to develop program marketing materials. Implementer can provide guidance on messaging and framing.
  - d. MCE will develop website to showcase program opportunity and will approve any marketing materials.
  - e. Implementer will share approved marketing materials developed for the proposed program. For the grant projects, all marketing and outreach materials will be developed as appropriate and within the grant's budget.
6. Additional Digital Integration
  - a. Customer asset data via installations of subcontractors and the grant program for the BESS system will be integrated into the eTRACK database. Implementer will then draw that data into Enbala's Concerto platform for MCE to be able to control BESS systems.
  - b. Implementer will include the subcontractors and installations into the disengagement plan and ensure proper data access and transfer, independent of technologies used, to MCE or the next implementer within two (2) months of the contract ending.
7. Finance Coordination
  - a. ZNEA/Gridscape will utilize IMPLEMENTER's financing structure as described in the proposal. Pending subcontractor negotiations, NantEnergy may also be included under this financing program, or they may use a separate financing partner, with approval from MCE.

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- b. Implementer will propose a incentive structure and financing for projects within the program to be approved by MCE.

**8. Grant Coordination**

- a. Review grant requirements and contracts
- b. Identify technical requirements and performance goals
- c. Act as project manager and manage grant payment schedule. MCE will hold grant funds until Contractor requests payment.

**9. Financing and Cashflow Model**

- a. Implementer will provide an incentive structure that will drive program enrollments by minimizing customer upfront project costs, while leveraging MCE incentives to deploy the maximum capacity available within the incentive budget allocation. The following will be leveraged to optimize project finances:
  - SGIP incentive funds (equity and equity resiliency), and accounting for SGIP's rule that incentives may be reduced by 50 percent of the other incentive when combined with non-IOU ratepayer incentives
  - MCE Performance Payments for when SGIP incentives do not cover complete installation costs. Rather than requiring customers to repay the financed amount, MCE will provide performance-based incentive payments to repay the financed amount. The incentive structure will depend on customer segment, MCE's priority to serve (e.g. HFTD, DAC, etc.) and cost to customer (\$0 - \$X out of pocket to the customer).
- b. The addition of NantEnergy, ZNE/Gridscape and the Marin Community Foundation grant-funded suite of solar+ storage resiliency projects adds three additional financing models.
  - NantEnergy has proposed a long-term leasing model. However, due to the complexity and uncertainty around liabilities and responsibilities for MCE, further evaluation of the costs and potential risks are required. This evaluation will be part of the subcontract negotiations with NantEnergy. In order to participate in the first phase of this process, MCE may require NantEnergy to offer a third-party financing option. Any lease option that requires an on-bill repayment will be conditioned upon MCE's ability to modify and implement an OBR process.
  - ZNEA / Gridscape will leverage IMPLEMENTER's proposed financing with NEIF repayment from MCE incentives. On-bill financing will be considered and evaluated for phase 2 of the program.
  - Marin Community Foundation grant-funded suite of solar+ storage resiliency projects includes direct grants from MCE released upon project milestones and costs incurred.
- c. Implementer will work with each organization to understand the following:
  - Basic structure of financing model including cashflow and financing costs
  - Sources of capital and financing

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- Key milestones and payment schedules
- Contracts and agreements required to execute financing model
- Invoicing processes and associated deliverables or milestones

10. Implementer has partnered with NEIF to help fund project installations. NEIF will customize its intake portal for the MCE Resiliency Program, incorporating payback methods using post-installation rate-based incentives. The rate-based incentives will generate a positive cash flow for each project, and creditors will use MCE's investment grade credit rating as a backstop for the financing. Implementer will facilitate incentive payment agreement between MCE and NEIF for repayment of loans. MCE agrees to repay NEIF over a period of years (the payback period will be finalized during Program Start-up based on the incentive rate, SGIP project funds and customer outlay for a given project).

**Subtask 1A Deliverables:**

- Draft and Final Startup Plan
- Kickoff Meetings – Key team personnel of the Implementer and all Subcontractors shall attend, including by phone, program kickoff meeting(s) with the MCE PM and other MCE staff as necessary. The meeting(s) shall include discussions regarding:
- Program implementation plan, which shall include:
  - Key milestones and project launch timeline
  - Quality assurance and quality control (including safety)
  - Customer and trade ally engagement plans
- Implementer shall provide detailed finance and cashflow model when terms with subcontractors are agreed upon.
- NEIF repayment agreement from MCE including details of incentive rate (\$/Wh), repayment schedule (monthly or some other agreed upon schedule) and payback period
- Deliverable dates:
  - Kickoff meeting agenda five (5) days prior to meeting date
  - Kickoff meeting attendance, at a meeting date mutually agreeable to Implementer and MCE
  - Kickoff meeting minutes drafted and circulated to all interested parties within three (3) business days of meeting
  - Finance and cashflow model provided within four (4) weeks for the contracts being signed and executed.

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****Subtask 1B Phase II Planning and Program Optimization**

Implementer shall collaborate with MCE to optimize the existing Program as well as plan for Phase II expansion of the Program. Planning and optimization will be largely informed by lessons learned from Phase I technical performance, consumer response, and trade ally engagement.

To the extent possible, Implementer will leverage any engagement from our local enforcement agencies to shift program QA to permitting agencies for QA review of batteries deployed in Phase II. Refer to Task 4 QA/QC for more details.

Implementer will work with MCE to identify, develop, and implement additional use-cases to optimize the value of the network of BESS over time (i.e., in Phase II of the program).

1. Identify Use-Case or Optimization

- a. Perform initial market or program analysis (e.g. review of new tariff, market mechanism or opportunity for optimization).
- b. Develop conceptual description of use case and value proposition in response.
- c. Collaborate with MCE to review and discuss opportunity
- d. Collaborate with MCE to perform “Go:No Go” on opportunity to determine if further analysis and development should be performed.

2. Develop Use-Case or Optimization

- a. Perform Initial technical feasibility (can existing system / installed systems / market-ready technology perform the intended functions?)
- b. Estimate initial benefits including reduced cost, additional revenue, increased customer benefits, increased grid benefits, expanded program reach, etc.
- c. Estimate initial costs to determine required investment. (are there any enhancements / upgrades required and what are the costs?)
- d. Perform initial cost benefit analysis
- e. Perform initial risk analysis
- f. Collaborate with MCE to review and discuss results

3. Model and Plan for Deployment of Use Case

- a. What-if Scenario Planning
- b. Ongoing Fleet Value Optimization
- c. New Use Case Identification and Evaluation
- d. Problem-solving and Program Optimization

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- e. Implementer will provide recommendations to MCE to optimize the resiliency benefit of BESS. These recommendations will be provided with associated program and incentive costs.
- f. MCE will determine which recommendations to implement and request Implementer implement program enhancements.

Implementer and MCE will consider On-bill Repayment as part of Phase 2 at no additional cost to MCE. As MCE controls the installed BESSs to manage peak load daily, customers will benefit from bill reductions from discharging the battery during the highest TOU rate periods each day and charging it during the lowest TOU rate periods. The customer can apply their electric bill savings to the cost of their BESS to repay project financing to bridge potential gaps.

**Subtask 1B Deliverables**

- Implementer will perform the three-step optimization process above and will document the findings from the analysis in a memo to MCE.

**Phase 2****Task 2: Program Administration [*Implementer and MCE are still further refining these tasks*]****Subtask 2A Pipeline Management / BESS Deployment**

Implementer will maintain standard program management, including reporting and supporting client needs. Implementer shall also ensure project (BESS) deployment by identifying and committing projects, and managing the pipeline.

Implementer will provide direct oversight over this process, performing:

- Preliminary desktop and engineering review to ensure the BESS design aligns with IMPLEMENTER-developed technical specifications, SGIP regulations (if applying SGIP incentives), and industry best practices.
- Review of project costs and incentive calculations to ensure they align with typical industry costs.
- Streamlined reviews and approvals using eTRACK+'s trade ally portal where trade allies can upload and submit their feasibility study findings and project financials.
- For the MCF grant projects, Implementer will provide a review of the solar PV design and battery/inverter equipment selection to ensure compatibility with the OpenADR 2.0 requirements.

Implementer will meet MCE regularly (bi-weekly initially, moving to monthly and quarterly updates as program matures) to review project pipeline (including project status of leads, opportunities, identified, preliminary review, technical design, construction, installed). MCE will have the opportunity to review the pipeline and recommend alternative prioritization of projects in lead and opportunity statuses, as well as request additional information about projects in any status.

To verify project potential, vetted trade allies will perform a feasibility study at the customer site to evaluate existing conditions, metering, and any existing communications including:

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- Available space to host the BESS (kW/kWh or MW/MWh to square footage depending on a residential or commercial application)
- Condition assessment of space to host the BESS
- Deployment issues include plot sizes, fire safety considerations, electrical capacity considerations
- Size and type of existing generation (e.g., solar PV)
- Interconnection locations
- Structural or electrical upgrades needed

Deliverable from trade ally: site-specific feasibility report, including their proposed BESS solution, estimated costs, and incentives for which the project will qualify. Client is to approve final report content, which should include at minimum:

- History of the site's energy usage and interval meter analysis.
- Single-line diagram for the BESS and location for where the system will be installed.
- Detailed equipment list.
- Detailed project costs and schedule.
- Available incentives and financing terms.

Following the site report and project review, the trade allies will collect the customer agreement, which will secure the customer's commitment to allow MCE to monitor and control their battery on a 24x7 basis in exchange for the incentives and financing terms outlined in the feasibility report. This agreement will:

- describe the potential use cases for which MCE may dispatch the battery (e.g., daily peak load management, PSPS events, emergencies) and how MCE will minimize costs using the customer's TOU rate schedule to the extent possible (except during emergency situations where batteries will be charged immediately, regardless of the TOU rate).
- outline a period for which MCE will monitor and control the battery (generally aligning with loan repayment) in exchange for back-up power during outages—with the option to extend the agreement to continue to receive rate-based incentives.
- include information on the trade ally's warranty and maintenance plan and performance guarantees.

Deliverable from trade ally:

- executed customer agreement uploaded to eTRACK+ portal

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- submitted SGIP application in parallel with the MCE customer agreement. This ensures customers meet required submission deadlines and quickly moves applications through the review and approval process.

**Subtask 2A Deliverables**

- Monthly reporting will include pipeline status reporting as well as individual project review results

**Subtask 2B Qualified Trade Ally Network**

The trade ally network will play a critical role in dispatching BESSs through safe, high-quality installations. Implementer will accomplish this through in-depth vetting and training.

1. Contractor Screening – Implementer will screen participating professionals' applications for compliance with State Contractors License Board, Business License, insurance, and related requirements. In order to complete the application process on eTRACK+ for becoming a participating professional in the program, the professional must:
  - a. Sign and complete the Participation Agreement between the Implementer and the Professional, which will stipulate:
    - Agreeing to deliver services in a timely, professional, and ethical manner. Implementer will clearly communicate the program's remediation process, up to and including removal from the program, depending on the issue(s) encountered.
    - Obeying all permitting requirements. We will require trade allies to submit proof of passed inspections from the applicable county prior to project approval.
    - Following Implementer -provided performance specifications, which will include built-in redundancy, protection, and controls to minimize the risk of fire or catastrophic failure.
    - Providing ongoing asset maintenance to participating customers and holding the system warranties.
    - Ensuring adherence to industry best practices for fire safety and applicable codes (e.g., NEC, National Fire Protection Association [NFPA] 1, NFPA 855). On-site fire safety is particularly important for systems beyond 20 kW.
    - Providing a safety plan or agree to abide by Implementer's safety plan.
    - Installing the battery package in accordance with UL9540A configurations, which span battery cells and fire protection (e.g., distance the system is installed from a wall, extinguisher equipment, etc.).
    - Participating in program orientation upon enrollment and annual refresher training to ensure trade allies have a full understanding of program rules and requirements.
    - Engaging with Rising Sun to support MCE's workforce diversity policy 011.

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- Sign a Non-Disclosure Agreement (NDA) directly with MCE (for any Trade Ally that will have access to customer data, including, but not limited to, interval billing data, bill data, or identifiable customer information). Implementer will save the NDA for all subcontractors and trade allies and provide status reporting to MCE. Implementer will ensure that all subcontractors and trade allies maintain active NDA with MCE to receive customer data throughout the contract period.
- b. Participating professional leadership (President, CEO, etc.) must satisfy a background screening requirement to ensure no prior conviction of crimes as well as no lawsuits or liens filed against the Professional or its leadership within the previous seven (7) years.
- c. Agree to pull building permits on all work, as required by the relevant local jurisdiction;
- d. Provide verification that professional meets Implementer and MCE insurance and bonding requirements, including general liability, workman's compensation and commercial automobile liability insurance.
- e. Provide verification of current contractor license for the scope of work and any documentation of successfully completed training and certification.
- f. Provide a completed W-9;
- g. Provide an affidavit, in compliance with the MCE background screening policies, testifying that none of the company's employees have convictions and provide authorization as well as relevant information on personnel that have access to a customer's property to facilitate Implementer's conducting of individual background checks, should that be required by MCE PM;
- h. Provide evidence of being in business for at least two (2) years or equivalent;
- i. Attend and successfully complete the Participation workshop

Implementer will finalize Trade Ally requirements with MCE. Participating Trade Ally information and documents will be recorded in eTRACK+.

Implementer shall collaborate with MCE and Subcontractors to develop content for the workshop that will outline details about participation tailored to the audience (i.e. trade allies) including:

- General program training addressing: eTRACK+ trade ally portal, MCE and SGIP project application process, NEIF portal, available incentives, code of conduct requirements, workforce development requirements, issue resolution process, general safety considerations, and an overview of the ME&O under a white-label branding program.
- Data security
- Safety/incident reporting
- Program reporting and submission requirements
- Training requirements



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- Answering general questions about program

These efforts will ensure trade allies deliver high-quality installations and safeguard the customer experience for MCE's Resiliency Program.

- Technical Trainings -Plan, prepare, and conduct up to ten (10) technical trainings relevant to the program including both classroom and lab curriculum (hands-on) about installations. Trainings will be conducted by Implementer trainers; Implementer trainers and training curriculum will be coordinated with the and approved by MCE prior to any changes in the training;
- Participating Trade Ally Directory - Assemble and maintain a directory of participating trade allies (or "Directory") who meet professional training, credential and safety requirements; the Directory will indicate Participating Professionals, as well as the regions where each performs work;
- Targeted Contractor & Rater Recruiting -Identify key prospects, deliver phone calls, send promotional materials, and deliver customized presentations to enroll trade allies with the potential for large job volume. Networking and outreach through contractor groups; use existing channels and deliver presentations at local events, as requested.
- Outreach telemarketing to set up in person visits and conference presentation opportunities.
- Outreach to raters that are already working with property owners and assist them in becoming a participating trade ally for the opportunity to further expand their business in this sector.
- Creation of promotional materials focusing on the sound business reasons to be a program trade ally.
- Monthly reporting uploaded to customer relationship management (CRM) tool and status calls on the results.
- Enrolled Trade Ally Account Management -Site visits to top key accounts, depending on job volume, addressing job-related and programmatic questions, provide resources and support, and conduct needs assessment. Additional support for newly enrolled trade allies and less active ones - welcome newly enrolled trade allies to the program and -follow-up on a quarterly basis.

**Subtask 2B Deliverables**

- Schedule at least four (4) Participation Workshops that are 1 to 2 hours in length for Participating professionals throughout the MCE service territory.
- Attendance rosters and meeting reports for up to four (4) workshops, as part of monthly reports;
- The Participation workshop presentation and recording webinar (for on-demand onboarding) will be reviewed and approved by MCE prior to any changes in a workshop;
- During program outyears, Implementer will provide refresher training as rules or incentive structures change.

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- Develop a trade ally agreement complete with policy developed for corrective action for underperforming trade allies, and complaint resolution process that applies to participating trade allies
- Develop presentation content and plan schedule for technical trainings; finalize curriculum in collaboration with MCE review; and
  - Curriculum may include but is not limited to: selling customers, engaging building inspectors, interconnection best practices, code training, commissioning, etc.
- Attendance rosters for up to four (4) technical trainings, as part of Monthly Reports;
- Maintain the Directory; include updates with monthly reports; and publish Directory on applicable websites;
- Recruit new trade allies into the program if BESS goals increase, or if trade allies request to participate in the program. This shall be accomplished through the following mechanisms:
- Support key accounts through monthly site visits, teleconference, or phone calls to help them with program participation and job processing.
- Send welcome email to each newly enrolled rater or contractor and follow-up with a phone call.
- Conduct quarterly phone calls to each contractor in the program, providing any follow-up necessary.
- Ensure all contractors and subcontractors having access to customer data sign a Non-Disclosure agreement with MCE.

**Subtask 2C Marketing and Outreach**

Implementer will coordinate, plan, and advise MCE in its development of a Marketing, Education and Outreach (ME&O) Plan to support the roll-out and launch of the program. MCE will leverage Implementer's industry and technical expertise to develop ME&O materials.

The plan will identify collateral and materials that need to be developed to support the Program. Any program collateral and materials created by Implementer must be approved in advance in writing by MCE. All materials will be white labeled and branded by MCE, including materials used by trade allies and subcontractors.

Implementer will track the number of leads generated and capacity delivered from leads by each program intake channel led by the Implementer, trade allies or subcontractors to inform ME&O strategies. MCE will provide details about leads generated through its website, social media posts, industry event attendance, community engagement, etc.).

best practices for leveraging warm leads from existing customer networks with trade allies and targeting fire-prone regions and customers with solar without storage systems

project pre-qualification tools

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- Key messages by customer type
- Participate in a monthly ME&O call with MCE staff
- Participate in 1 day strategy session with MCE staff to develop ME&O plan. Strategy session to be occur within 30 days of contract execution.
- Implementer to review and provide input on draft materials developed by MCE (web content, handouts, PowerPoint presentations, etc.)
- Implementer to disseminate ME&O plan to trade allies and subcontractors and align marketing efforts
- Create customer-facing FAQ in collaboration with MCE

**Subtask 2D Reporting**

eTRACK+ offers MCE a robust a business intelligence and data analytics tool for standard and ad hoc reporting. The system provides an extensive range of standard reports and dashboards and uses role-based access controls to restrict report access. Using this platform, Implementer will provide standard reports as well as custom (ad hoc) reports with customized templates and graphics to meet MCE's needs as outlined below:

- MCE Monthly Program Reports - Implementer will submit Monthly Reports to the MCE PM and any other designated MCE staff. Monthly reporting will include, but not be limited to:
  - Stakeholder Outreach activities
  - Workshop and Technical Training dates and attendance rosters
  - Quality Assurance (QA) activities and outcomes
  - Pipeline report detailing achievements to-date, average cost, average savings and other key metrics determined by MCE PM
  - Customer Satisfaction survey results
- Ad Hoc Data Requests- Implementer shall submit data as requested by MCE PM

Implementer shall make real-time program performance data available through an online tool via dashboards.

- eTRACK+'s dashboards are mobile-compatible, and they help users quickly assess current project status and historical key performance indicator trends. MCE can refresh dashboards on demand or set to refresh on a specified schedule.
- Annual Report - Implementer will submit an Annual Report to the MCE PM and any other designated MCE staff. Report will include cumulative documentation of all program activities and expenditures as required by the MCE PM.

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC**

- Final Report - The Final Program Report will, at a minimum, provide a brief summary addressing each of the following sub-topics:
  - Summary of Accomplishments
  - Cumulative Participating Trade Ally and Customer Satisfaction survey results
  - Coordination and Integration Activities
  - Subcontractor and Staffing Changes
  - Description of Best Practices
  - Improvement Recommendations
  - Description of Challenges or Other Issues
  - Overview of QA, safety incidents, improvements, challenges and recommendations
  - Other items requested by the MCE PM
- Project Management: The Implementer shall be responsible for:
  - Managing invoicing and payment of incentives
  - Tracking and monitoring project related activity to ensure that any outstanding issues are reported and resolved in a timely manner
- While the trade ally will lead project construction, Implementer will provide ongoing project management services to ensure the project kicks off on time; adheres to all permitting, code, and safety requirements; and continues to progress on schedule and in budget. Our ongoing engagement will ensure the customer experience with the program is positive by proactively identifying and resolving potential challenges before they become issues.

**Subtask 2D Deliverables**

- Monthly reporting and invoices including
  - Incentive payments to NEIF
  - Administration of MCF grant
  - QA/QC activities
  - M&V activities for subcontractors
  - Trade ally management activities

**Phase 3**

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****Task 3: Command and Control [Implementer and MCE are still further refining these tasks]**

Project Integration with VTN (Enbala platform) shall include the following:

- Implementer will deploy the Enbala Concerto Platform as the Virtual Top Node (VTN) per OpenADR standards
- Implementer will provide configuration of the Enbala Concerto software
- Configuration of the Enbala Concerto software will include programs to support the 4 uses cases as defined in this SOW and includes:
  - Daily peak load management – Using the time of use (TOU) rate schedule as a proxy, MCE can align assets around traditionally peak load periods on the grid
  - Planned public safety power shut-off (PSPS) events – Charging the BESSs at optimal times, based on the TOU rate schedule, with 24- to 48-hour notification of an upcoming power shut-off from the feeder
  - Emergency events – Immediately charging batteries to ensure the BESS is fully charged and available for customer use during an emergency
  - Local back-up support – Monitoring BESSs when the battery is in back-up state

Implementer will create integrations as needed to support the solution as defined below:

- Integration from ANB eTRACK to the MCE Customer Information System (CIS). This integration will transfer customer details from the CIS into the ANB eTRACK system if the API exists to share data across this protocol. If no protocol exists, or if the integration is too costly to implement, Implementer will work with MCE to transfer customer data necessary for program implementation manually (secure FTP, import protocol into eTRACK).
- Integration from ANB eTRACK into Enbala Concerto. This integration will provide Enbala Concerto with customer asset information, required to configure the system. This integration will also provide information on program enrollments for each customer. Enrollment information from ANB eTRACK transferred into Enbala Concerto.
- Integration from Enbala Concerto to ANB eTRACK. For completed events, Enbala Concerto will leverage available telemetry data and calculate performance. Performance details will be sent to ANB eTRACK.
- Enbala Concerto will integrate with trade allies leveraging either previously utilized integration via available API's or through OpenADR 2.0B.
- Enbala Concerto will integrate with NantEnergy and ZNA/Gridscape via OpenADR 2.0B. If NantEnergy and/or ZNA/Gridscape do not support OpenADR 2.0B, then integration will occur via available API's, and a plan will be created to account for transition to OpenADR with timeline and associated cost at a future point in time.
- As part of the integration with the Battery Vendor's Cloud systems, Enbala Concerto will provide the program dispatch and control signal. Where available Battery Vendor's Cloud system will send available telemetry data to the Enbala Concerto Platform
- ANB eTRACK will be integrated to Fulcrum Field Application. Data from the installation application will be transferred from ANB eTRACK to Fulcrum.
- Fulcrum Field Application will be integrated into the ANB eTRACK system. The data passed from Fulcrum to ANB eTRACK will include the results of the field audit.

Commissioning and Testing (overseen by Implementer)

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- Where applicable Implementer will integrate the Enbala Concerto Platform using OpenADR 2.0 protocol to the BESS Vendor's Cloud System. In the circumstance this is cost prohibitive, Implementer will leverage existing pre-integration, or available API's, so long as the BESS can be controlled using an MCE-owned or controlled OpenADR server.
- Develop an internal testing strategy for the Enbala Concerto Configurations and provided integrations
- Create a testing plan and schedule that correlates to the testing strategy defined
- Bring together vendor specific test cases to properly test end to end integrations during internal Factory Acceptance Testing (FAT).
- Expand test cases to include the full end to end business processes during System Integration Testing (SIT).
- Prepare test data required to support FAT, SIT and User Acceptance Testing (UAT).
- Execute FAT and SIT
- Facilitate, assist and support the FAT testing activities among different vendors and ensure testing results are captured and documented.
- Lead and execute SIT testing and capture testing results
- Maintain testing schedule and report testing progress and status on a regular basis
- Triage, report and monitor defects and defect resolutions
- Support UAT
- Assist and support MCE with User Acceptance of the overall solution
- Provide testing data to support UAT
- Monitor and report testing progress
- Triage and report defects with respective vendors

**Event Reporting**

- Implementer will utilize stock reports as available within the Enbala Concerto platform
- Performance calculations from Enbala Concerto Software will be transferred to ANB eTRACK+, where the results will be displayed

**MCE User-interface**

- Monitoring
  - MCE will be able to monitor and control the dispatchable assets via the Enbala Concerto Software

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- MCE will have the ability to use clear workflows in Enbala Concerto application for basic functions such as (1) adding assets, sites, and programs, and (2) allowing MCE to easily create scheduled and emergency events simply by entering the event start time and duration, as well as capacity
- Control
  - Implementer's goal is to help MCE build the internal capacity to set-up and dispatch load control events, however, while the internal capacity is being developed, Implementer will support MCE in setting up the initial events within the Enbala Concerto Software
  - Concerto will coordinate and optimize the installed BESSs in real-time with the existing algorithms embedded within the software

### **Staff Training**

- Implementer will provide training on the Enbala Concerto Platform as needed in the form of:
  - Concerto Overview Sessions
  - Concerto user-interface training/instruction
  - Concerto Demo

### **Task 3 Deliverables**

- Software Support including the necessary support services associated with software hosting and maintenance, including assistance in software error identification, bypass and resolution. The Enbala hosting support services offered includes:
  - Software hosting, maintenance, and big fixes
  - Assistance in identifying and verifying the causes of suspected errors in Enbala software
  - Advice on bypassing identified software errors
  - Clarification of documentation relating to Enbala Software
  - Software fault response
  - Customer feedback channel for suggested software enhancements
  - Quarterly software security validation reports
- Integration M&S - M&S is included for the integrations referenced in III.d.i.4 Command and Control. M&S includes the following:
  - Identify bugs, errors or defects
  - Provide patches and updated as needed
  - Install and test patches and updates as needed

### **Phase 4**

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****Task 4: Quality Control and Assurance for Implementer BESS [Implementer and MCE are still further refining these tasks]**

The goal of this task is to apply consistent quality standards to build Customer confidence, maintain safety, maximize participating professional satisfaction and ensure that project work is completed according to Program and industry standards.

Upon project completion, the trade ally will submit completed project documentation through eTRACK+'s trade ally portal, triggering a final project review from Implementer's qualified engineering team.

Under this task Implementer shall:

- Develop draft and final QA / QC plan including desktop engineering and field inspection process and protocols
- Perform QQ / QC on projects including desktop engineering and field inspections
- Develop draft and final safety program
- Ad hoc QC as issues emerge
- Track and report quality issues in eTrack to support management of Trade Allies and trigger actions such as Performance Improvement Plans
- Train local permitting agencies to ensure they hold installers to the quality we expect and their processes are streamlined so as not create roadblocks.

Implementer shall develop, implement and update a comprehensive QA Plan for ensuring that each installation is completed according to Installation Specifications and which outlines policies for Customer protection. The QA Plan shall include but is not limited to:

- Desktop documentation and engineering reviews on 100 percent of projects submitted at the pre- and post-installation stage. Implementer will validate the equipment listed in the application is the equipment installed on-site as well as confirm discharge capacity. Implementer will also log in to Concerto to verify monitoring and control is established by confirming the system can see the battery and to test the battery in import, export, and charge status.
- A field verification and modeling verification sampling protocol that anticipates all failure scenarios, and sampling procedures;
- Development and delivery to Customers and Property Owners a fact sheet containing safety information;
- Upon completion of work, Implementer shall confirm receipt of permit compliance documentation;
- Installer development and feedback procedures, including plans for defining and removing underperforming trade allies;
- Policy for immediately remedying and notifying MCE of any potential safety issue related to the Job;
- Policy for immediately remedying any issue arising from work quality-related to the Job, including instituting Contractor fees to cover costs for remedial field verifications triggered by QA inspection failures;
- A plan for coordinating delivery of QA and verification with any other programs as necessary;
- A process for disqualifying/suspending contractor/installers that includes an appeal process and includes involvement from MCE;



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- A process for evaluating trade ally and subcontractor program performance and for streamlining program QA requirements for trade allies and subcontractors providing consistently complete and accurate project information

**Task 4 Deliverables:**

- Draft and Final Comprehensive QA Plan
- As part of Monthly Reports sent to MCE, document QA activities and outcomes, including, but not limited to: field verification failure rates, corrective action plan activity by Installer, safety and work quality issues and violations, mentoring activity, disqualification activity; and field mentoring activity shall include number and name of Installers/technicians trained and name/contact information for trainer.

**Phase 5****Task 5: Workforce Development *[Implementer and MCE are still further refining these tasks]***

For MCE's Resiliency Program, Implementer's subcontractor Rising Sun will support workforce development efforts by incorporating their highly successful, MC3-certified training Opportunity Build program, also a State-certified apprenticeship readiness program by the Department of Industrial Relations and the Division of Apprenticeship Standards. For the trade ally network, subcontractor shall:

- develop curriculum for BESS-specific training as well as train and upskill 80 low-income Bay Area adults (50 percent of whom will be women) with barriers to employment per program year
- Coordinate with trade partners curriculum development; in partnership with trade allies build out specific training necessary for successful placement on job sites. Up to 2-3 days of specific training addressing battery storage and electrical work per cohort
- Place in employment up to 12 adult cohort graduates from Rising Sun's training program
- provide 12 months of intensive case management services, including barrier removal, support services, mental health services, and more to support job retention Through individualized case management, Rising Sun helps remove employment barriers by helping to provide networking and interview preparation, on-site interview space, reliable transportation, housing security, childcare services, drivers' license obtainment, and more.
- Prepare participants for networking and interviews
- Connect and meet with trade allies and employers to place graduates
- Provide space for on-site interviews with Rising Sun participants
- Designate a lead coordinator to work with the trade allies and work with them on training, curriculum, and logistics
- Provide quarterly reporting on activities and deliverables

**Task 5 Deliverables**

- As part of Monthly Reports sent to MCE, document workforce development activities including graduate placements, case management services, trade ally and subcontractor consulting regarding MCE's policy 011

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****Phase 6****Task 6: Measurement and Verification for Subcontractor BESS/VPP [Implementer and MCE are still further refining these tasks]**

Implementer's measurement and verification (M&V) plan follows a three-step process: establish a baseline, evaluate system performance and analyze results. We will complete a mid-program M&V analysis at 5 MWh and a final analysis at 10 MWh by completing the following?

- Implementer will Review historical customer electrical usage data collected by NantEnergy/ZNEA/Grid Alternatives to determine baseline electrical usage and greenhouse gas footprint for each project site
- Review data gathered during the customer acquisition phase from the utility meter and MCE generation GHG factors as well as any data collected directly by NantEnergy/ZNEA/Grid Alternatives.
- Review QA/QC and installation reports for projects implemented by NantEnergy/ZNEA/Grid Alternatives to ensure compliance with MCE contract and project scopes
- Conduct periodic quality control checks on the data used by NantEnergy/ZNEA/Grid Alternatives including any adjustments being made to the data to correct data quality issues and control strategies
- Evaluate each system one-year post-installation using deeper telemetry connections with the site through the Concerto platform and underlying data collected by NantEnergy/ZNEA/Grid Alternatives
- Quantify total BESS discharge, load shifted, capacity factors, GHG impact, resiliency impact using utility meter data, BESS and generation status from Concerto, and MCE's GHG factors
- Perform a retrospective analysis to verify actual performance, normalizing weather to reflect the solar radiation of the base year
- Use results to plan for the next 60 MWh of MCE's Resiliency Program
- Implementer will monitor performance of trade allies and subcontractors for regular reporting to MCE including:
  - Number of customers served
  - Conversion rate (leads -> installations)
  - Customer satisfaction

Through Enbala's day-to-day operation and system reporting, as well as Implementer's M&V activities, MCE will know actual asset performance and have the data to support planning activities. Subcontractors will be expected to provide telemetry data flows to Enbala's Concerto to facilitate a robust 3rd-party M&V process that would verify the subcontractors BESS performance reporting.

**Task 6 Deliverables**

- M&V plan
- At the direction of MCE, Implementer will perform M&V of subcontractors and document results into a report

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AREEMENT BETWEEN MCE & TRC****Work Plan:**

Key Tasks	Start-up Period			Ongoing Implementation										
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Years 2-5	
Start-up Planning and Launch														
Notice of award (anticipated 2/15/2020)		●												
Establish and execute contract		●												
Kick-off meeting with MCE & TRC team														
Start-up coordination meetings with MCE														
Finalize 2020 budget and scope of work														
Mobilize and train TRC team and MCE staff														
Establish monthly reporting and invoicing schedule														
Official program launch (anticipated 4/13/2020)				●										
Program Administration														
Program design approval (e.g., workflow, incentive structure)		●												
Program documentation (implementation plan, program manual, QA/QC & safety protocols, forms, standard BESS design specifications)														
Monthly reporting and invoicing														
Monthly status meetings														
Annual reporting & forecasting														
Annual program planning and updates														
Vet trade Allies														
Trade ally network management plan development														
Installer recruitment														
Program and technical training														
Workforce development curriculum development														
Workforce development cohorts (women building the bay, nights and weekends, and fall cohorts)														
Train and place workforce development cohort graduates within trade ally network														
Support trade ally network with cohort graduate placement														

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AREEMENT BETWEEN MCE & TRC**

Key Tasks	Start-up Period			Ongoing Implementation										
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Years 2-5	
Engage Customers														
Marketing plan development														
Marketing content and collateral development & updates (including installer tool kit)														
Initiate marketing														
Identify Projects, Sign Agreements, Install Systems														
Schedule & perform on-site feasibility studies														
Present feasibility study findings														
Develop project specifications														
Secure customer participation and refer to trade ally network														
System installation and ongoing construction management support														
Support application submission														
Perform QA/QC on application and installation														
Project M&V														
System performance monitoring and reporting (daily, monthly)														
System maintenance and remediation														
Enbala Concerto System Deployment														
Solution workshop - system design														
BESS adapter development (if required)														
Software configuration														
Quality assurance														
Platform deployment														
Training														
User acceptance testing														
Go-live														
Platform operations														
Software support and maintenance														

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AREEMENT BETWEEN MCE & TRC**

Key Tasks	Start-up Period			Ongoing Implementation											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Years 2-5		
ANB's eTRACK+ System Deployment															
Requirements gathering															
System configuration															
User acceptance testing															
Go-live															
Software support and maintenance															
NEIF's Financing Portal Deployment															
Requirements gathering															
System configuration															
User acceptance testing															
Go-live															
Software support and maintenance															
Systems Integration															
Requirements gathering															
System of Record (Customer Data) to eTrack+															
eTRACK+ to Concerto integration (Customer Asset Data and Enrollments)															
Concerto to eTrack+ (Performance data)															
Enbala BESS integration (Two existing integrations)															
Integration Testing															
User acceptance testing															
Go-live															
Software support and maintenance															

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC**

**Glossary: *[Implementer and MCE are still further refining these details]***

- Trade ally – battery and inverter installation partner tasked with customer engagement, system installation, performance guarantees, warranty holder in exchange for program
- Subcontractor

**DRAFT BTM BATTERY ENERGY STORAGE RESILIENCY PROGRAM AGREEMENT BETWEEN MCE & TRC****EXHIBIT B****FEES AND PAYMENT SCHEDULE**

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

<b>Cost Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
<b>Phase 1: Start-up, Launch and Optimization</b>			
Task 1A: Start-up *	\$105,410	\$0	\$105,410
Task 1B: Phase II Optimization	\$40,300	\$41,494	\$81,794
<b>Phase 2: Program Administration</b>			
Task 2A: Pipeline management	\$350,760	\$429,989	\$780,749
Task 2B: Trade Ally network	\$52,840	\$54,350	\$107,190
Task 2C: Marketing & Outreach	\$68,520	\$70,576	\$139,096
Task 2D: Reporting	\$30,780	\$31,703	\$62,483
<b>Phase 3: Command and Control</b>			
Task 3A: Integration with VTN (Enbala)	\$246,560	\$90,000	\$336,560
Task 3B: Systems Integration (TRC)	\$550,436	\$0	\$550,436
Task 3C: BESS systems integration (ANB)	\$90,360	\$39,667	\$130,027
Task 3D: Annual Maintenance & Service	\$0	\$41,633	\$41,633
<b>Phase 4: QA/QC</b>			
Task 4: QA/QC Plan and Process	\$139,950	\$218,753	\$358,703
<b>Phase 5: Workforce Development</b>			
Task 5: Workforce Development (Rising Sun)	\$118,480	\$120,540	\$239,020
<b>Phase 6: Measurement &amp; Verification</b>			
Task 6: M&V Plan and Process	\$43,400	\$125,248	\$168,648
<b>Total Program Cost **</b>	<b>\$1,837,796</b>	<b>\$1,263,953</b>	<b>\$3,101,749</b>

\* - includes time from Tasks 1-5 in original budget formalized into "Start-Up tasks"

\*\* - All ODCs included in line item costs

In the event SGIP funding is less than anticipated, Implementer and MCE shall work together to scale down targets and program costs as appropriate to ensure feasibility of the program.

Implementer shall bill upon completion of a task. In no event shall the total cost to MCE for the services provided herein for the total program cost exceed the maximum sum of **\$3,101,749** for the term of the Agreement.