

MCE AIR - SEM
CUSTOMER PARTICIPATION AGREEMENT

CUSTOMER INFORMATION		
Customer: Contra Costa County	Contact Name: Brendan Havenar-Daughton	
Address: 40 Muir Road, 2 nd Floor		
City: Martinez	State: CA	Zip: 94553
Email: Brendan.Havenar-Daughton@pw.cccounty.us >	Office Phone: 925.957.2473	Mobile Phone:

Agreement

This MCE AIR- SEM Customer Participation Agreement, dated __, 2022 (this “Agreement”) is between CLEARResult Consulting Inc. (“CLEARResult”) and Contra Costa County, a political subdivision of the State of California (“Customer”), and incorporates the Standard Terms and Conditions for Participating Customers attached hereto.

Program Overview

The Strategic Energy Management Program, administered by CLEARResult, provides technical assistance, information and incentives to eligible commercial, agriculture, and industrial customers within Marin Energy Authority, a California joint powers authority (Sponsor) service territory to identify and implement energy efficient measures, the details of which are located at <https://www.mcecleanenergy.org/mce-news/mces-strategic-energy-management-program/>(the “SEM Program”). The Sponsor has contracted with CLEARResult as the SEM Program implementer to provide program administration, coaching, and technical assistance to accomplish all aspects of the SEM Program at no cost to the Customer. The Program is offered on a first come, first-served basis from 7/1/2019 through 12/31/2023 while funding lasts (the “SEM Program Period”).

CLEARResult will provide Customer with continuous improvement processes to save energy and implement an ongoing energy management system within Customer’s facilities. The benefits and services made available to participants include:

- Energy management training and education for customer’s staff
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the executive, energy champion, and energy team levels
- Technical assistance, including site visits to help your staff identify energy use and energy-saving opportunities
- Quantify and document energy savings
- Financial incentives for energy savings and milestones associated with SEM activities
- Actionable Energy Management Plan
- Designated energy coach
- Visibility to customer savings progress throughout program term

Program Eligibility

Customer confirms that it is an existing commercial, agriculture, or industrial customer that is located within the Sponsor’s service territory. Customer agrees to provide full and accurate electricity usage data and other information upon CLEARResult’s request. Customer also agrees to provide CLEARResult access to Customer’s buildings for the purpose of CLEARResult performing its obligations under this Agreement. For all non-residential HVAC and lighting controls (LC) measures, Customer shall adhere to the workforce standards as detailed in item 9 of the Standard Terms and Conditions attached hereto.

Program Incentives

By engaging in the Program, CLEARResult will cause Customer to be eligible for the following incentives:

- Energy savings incentives: CLEARResult will pay the Customer incentives on behalf of the Sponsor for achieving measured, verified and approved energy savings at the rates in the table below. Eligible savings include those resulting from energy efficiency measures implemented by the Customer during the SEM program period.

Measure	Unit	Rate
Behavioral Retro-Commissioning and Operational (BRO)	kWh	\$0.03
	Therm	\$0.25
Custom Retrofit	kWh	In compliance with MCE AIR program incentive levels
	kW	
	Therm	

- Milestone incentives: CLEAResult will pay the Customer incentives on behalf of the Sponsor for SEM milestone achievements at the following rates:

Milestone	Quantity	Rate
Initial: Energy and Relevant Variable Data and Workshop Attendance	1/Customer	\$2,000/Customer
Subsequent: Updated Data and Opportunity Register	4/Customer	\$1,000/Customer

Enrollment Instructions

Step 1: Complete this Customer Participation Agreement

Step 2: Complete a W-9

Step 3: Submit completed Customer Participation Agreement and W-9 to the following:

Email: Pavel.Tumakov@clearesult.com

CUSTOMER AGREED AND ACCEPTED – CONTRA COSTA COUNTY	
<i>I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers.</i>	
Signature:	Date:
Name (printed):	Title:
CLEAResult CONSULTING, INC. AGREED AND ACCEPTED	
Signature:	Date:
Name (printed):	Title:

STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Participating Customers are part of the Customer Participation Agreement to which they are attached (collectively, the “**Agreement**”) entered into by and between CLEAResult and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the Sponsor is a third party beneficiary of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to assign a representative to facilitate the services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and the California Public Utilities Commission (“CPUC”) to access its facilities, energy use and energy cost information for the purpose of CLEAResult performing its obligations under this Agreement and SEM Program eligibility. If any EEM is to be installed in any facilities where Customer is a tenant, Customer represents that it has obtained the property owner’s permission to install the EEM. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under the SEM Program from another program funded by Sponsor. Sponsor may modify or terminate the SEM Program without prior notice to Customer, provided that any modifications will only be prospective and effective 60 days after CLEAResult provides written notice of the modification to Customer, and provided further that if the CPUC requires that changes to the SEM Program go into effect in less than 60 days, CLEAResult will promptly notify Customer in writing of such modifications. If Sponsor makes modifications to the SEM Program, Customer may terminate this Agreement by providing 30 days’ written notice to CLEAResult. This Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY; TERM.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. The term of this Agreement is for one year beginning on the date first set forth above unless earlier terminated by either Party. Either Party may terminate this Agreement by providing written notice thereof to the other Party
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer and implemented EEM and services meet the SEM Program eligibility requirements and the requirements outlined by the Program; (b) measures are implemented in eligible project sites; and (c) EEM are implemented at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM. The total incentive funds available under the SEM Program are limited and available on a first come, first serve basis. Incentive payments will be issued in the form of direct payments, not utility bill credits. Taxes apply to incentive payments. Sponsor and CLEAResult are not responsible for any taxes imposed as a result of Participant’s receipt of an incentive.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Sponsor and the CPUC to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting implemented EEM, and verifying the energy savings achieved through the Program. Customer understands that Sponsor may withhold any incentives if Customer refuses to participate in any reasonable verification that the EEM have been installed within a reasonable period. Customer shall cause all EEMs to be implemented in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Sponsor and the CPUC shall be granted access to Customer data as set forth in the SEM Program documentation. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s prior written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE CPUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM IMPLEMENTED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NONE OF THE

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CPUC, SPONSOR, OR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN CUSTOMER'S FACILITIES INSPECTED THAT FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

7. **INDEMNIFICATION; LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE CPUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY SERVICES PERFORMED DURING THE IMPLEMENTATION OR MAINTENANCE OF EEM. NEITHER THE CPUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, CUSTOMER IS NOT OBLIGATED TO INDEMNIFY OR DEFEND THE CPUC, SPONSOR AND/OR CLEAResult FROM ANY LIABILITIES THAT ARISE FROM THE SOLE NEGLIGENCE OR SOLE WILLFUL MISCONDUCT OF THE CPUC, SPONSOR, CLEAResult, OR ANY OF THEIR OFFICERS, EMPLOYEES, OR REPRESENTATIVES.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. CLEAResult may not assign its rights or delegate its duties under this Agreement to any third party without Customer's prior written consent, which may not be unreasonably withheld. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the termination or expiration of this Agreement.
9. **HVAC AND LIGHTING CONTROL WORKFORCE STANDARD QUALIFICATION REQUIREMENTS.** As required by the CPUC, to be eligible to receive an energy efficiency (EE) incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each worker and/or technician performing such will be required to provide a copy of their applicable qualification documentation as follows:
 - A.) HVAC Measure Installation Qualification. at least one of the following criteria:
 1. Completed an accredited HVAC apprenticeship.
 2. Is enrolled in an accredited HVAC apprenticeship.
 3. Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, 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.
 4. Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.
 - B.) Lighting Control Measure Qualification. A certification from the California Advanced Lighting Controls Training Program.