

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

**LAKE AREA PLANNING COUNCIL, THE MENDOCINO COUNCIL OF GOVERNMENTS,
THE REDWOOD COAST ENERGY AUTHORITY, AND SIERRA BUSINESS COUNCIL**

FOR

THE RURAL REGIONAL ENERGY NETWORK NORTH

This binding Memorandum of Agreement (“MOA”) is entered into and made effective as of [REDACTED], 2024 (“Effective Date”) by and among the following parties (each referred to separately herein as a “RuralREN North Partner,” or “Partner” and collectively as the “RuralREN North Partners,” or “Partners”):

Lake Area Planning Council (“Lake APC”): Lake APC is a California joint powers authority with member agencies consisting of the Cities of Lakeport and Clearlake and the County of Lake. Lake APC is the Regional Transportation Planning Agency created with authority to plan for and suggest solutions to common problems, assist in the preparation of proposals by utilizing planning talents and general plans of the various governmental agencies located within the County and of planning and technical experts in various other fields. Lake APC represents the Lake County region in the RuralREN North.

Mendocino Council of Governments (“MCOG”): MCOG is a California joint powers authority formed in 1972 with member agencies consisting of the Cities of Fort Bragg, Point Arena, Ukiah and Willits, and the County of Mendocino. Its purpose is to assist local governments in planning to address common needs, cooperating for mutual benefit, and coordinating for sound regional, community, and intercommunity development. MCOG is the Regional Transportation Planning Agency for the Mendocino County region. MCOG represents the Mendocino County region in the RuralREN North.

Redwood Coast Energy Authority (“RCEA”): Founded in 2003 as a Joint Powers Authority (JPA) located in Humboldt County. RCEA’s purpose is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources available in the region. RCEA is also a Community Choice Aggregator (“CCA”) for Humboldt County. RCEA represents the Humboldt County region in the RuralREN North.

Sierra Business Council (“SBC”): SBC is a 501(c)(3) non-profit organization whose purpose is to pioneer and demonstrate innovative approaches and solutions to increase community vitality, economic prosperity, environmental quality, and social fairness in the Sierra Nevada. SBC is an experienced energy program implementer and has been working with PG&E implementing the Sierra Nevada Energy Watch over the last 15 years. SBC represents the service area Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne and Yuba Counties in the RuralREN North.

BACKGROUND RECITALS AND SHARED GOALS

- A. The California Public Utilities Commission (“CPUC”) issued Decision D.24-09-031, effective September 26, 2024, that approves the Northern California Rural Regional Energy Network (“RuralREN North”) to deliver energy efficiency programs to underserved rural customers located within the jurisdictions of the Partners’ collective territories (“Approved Decision”).¹ The Approved Decision specifies a budget for the remainder of 2024 through 2027 sourced from Pacific Gas and Electric Company (“PG&E”), who is responsible for collecting the energy efficiency ratepayer funds and is the only investor-owned utility with territory in the RuralREN North region. These funds will be used for the coordination of regional energy efficiency programs and strategy; and increase in awareness of and access to conservation, efficiency, and renewable opportunities within the RuralREN North region.
- B. The Partners’ primary role in regard to RuralREN North is to cooperatively develop, administer, and successfully implement the Energy Efficiency Portfolio programs as defined in the Approved Decision. Additionally, the Partners seek to jointly prepare and submit, on behalf of the Partners and RuralREN North, applications to the CPUC for future RuralREN North funding and potential other opportunities for sustainability and energy efficiency activities.
- C. The Approved Decision designates RCEA as the lead program administrator for RuralREN North. In this capacity, RCEA, on behalf of the Partners, will coordinate planning activities for RuralREN North, act as the fiscal administrator, and enter into certain agreements such as a funding agreement with PG&E, program implementer agreements, and evaluator agreements. Pursuant to the Approved Decision, the CPUC designation of the lead program administrator may be amended only with CPUC approval.
- D. The Partners commit to an effective delivery of RuralREN North energy efficiency programs to the residential, commercial, and public sector and local workforce in the RuralREN North region, the details of which are set forth in this MOA.
- E. The Partners intend that upon receipt of funds from PG&E or other funding sources for RuralREN North program activities, RCEA will reimburse the Partners, in amounts not to exceed those stated in the annual portfolio-level budgets (as described in the Bylaws) approved by the Governing Partners, for allowable costs incurred for the express purpose of performing RuralREN North program activities and administration.

NOW, THEREFORE, in consideration of the mutual covenants and conditions recited herein and made a material part hereof, the Partners agree to the following:

1. **The Bylaws.** The Partners shall adopt bylaws to establish the governing structure and operational

¹ Decision Modifying Rural Regional Energy Network Approved in Decision 23-06-055 (D.24-09-031), effective September 26, 2024.

rules for RuralREN North (the “Bylaws”). The Bylaws are intended to go into effect concurrently with the Effective Date of this MOA, and are attached hereto as Exhibit A. The Bylaws may be amended only upon approval by unanimous vote from the Governing Partners. Upon any amendment to the Bylaws, the Lead Administrator shall update Exhibit A and distribute the updated Bylaws to all Partners. The Bylaws may not be used to modify or amend any requirements in the MOA. In the event of any inconsistencies between the MOA and the Bylaws, the MOA shall control.

2. Governing Partners.

- a. Defined. RuralREN North shall be governed by a committee comprised of one staff representative from each of the Partners (the “RuralREN North Governing Partners” or “Governing Partners”). The RuralREN North Governing Partners’ structure, composition and duties shall be further described in the Bylaws. Quorum and voting requirements may be changed only by a unanimous vote of the Governing Partners membership and must be consistent with the Approved Decision where applicable.
- b. Membership. Each Partner shall appoint a primary staff representative to the Governing Partners and may appoint an alternative representative to participate in Governing Partner meetings in the absence of the primary representative from that Partner. However, while primary and alternative representatives from the same Partner may participate in discussion in the same meeting, the alternative representative may not conduct business, such as voting or making motions, in Governing Partner meetings if the primary representative is present.
- c. Quorum, Voting. To conduct Governing Partners’ business or take action, a minimum of three fourths of the Governing Partners must be present. Each Governing Partner holds one vote equally weighted with the votes of the other Governing Partners. Action may be taken only on agenda items, unless otherwise allowed in this MOA.
- d. Ethical Conduct, Conflicts of Interest. Representatives of the Governing Partners must comply with all California laws pertaining to conflicts of interest and ethical conduct. Conflict of interest laws generally prohibit a representative of a Governing Partner from making or participating in the making of any decision in which they have a financial interest. Failure to adhere to conflict of interest laws can expose the representative of the Governing Partner to civil or criminal penalties, jail time, and/or removal from the Governing Partners.

Conflict of interest laws provide the minimum standards to which the Governing Partners are required to comply. As representatives entrusted with the fiscal oversight of rate-payer funds, Governing Partners are held to high standards of ethical conduct in order to best maintain the public’s trust and confidence in the Partner organization and in RuralREN North. Governing Partners shall undergo California Assembly Bill 1234 ethics training for local government officials every two years, receive their first training no later than six months from the first day of service as a representative of the RuralREN North Governing Partner. Each Governing Partner representative and alternate must complete annual FPPC Form 700 Statements of Economic Interest, which must be filed with the RCEA Board Clerk annually, when

assuming the position, and when leaving.

3. Lead Administrator.

- a. Designated. RCEA shall serve as the Lead Administrator for RuralREN North, unless and until the Lead Administrator is replaced in accordance with the process set out in the Bylaws and the replacement is approved by the CPUC. Compliance with the Approved Decision shall guide all actions of the Lead Administrator. As Lead Administrator, RCEA acknowledges the potential for a conflict of interest that could arise while also assuming an Implementing Agency responsibility, and will implement best practices to avoid acting in a manner that improperly favors RCEA.
- b. General Responsibilities. The Lead Administrator shall act as the fiscal lead, purchasing and contracting manager, and primary regulatory contact for RuralREN North. RCEA's Executive Director shall have the authority to take actions and execute agreements on behalf of RCEA as the RuralREN North Lead Administrator following the approval of such actions and agreements as may be required by this MOA and the Bylaws, and in accordance with the RCEA procurement policy. The Lead Administrator shall undertake and/or complete the following activities under oversight of the Governing Partners as described in the Bylaws:
 - i. Report to the CPUC on monthly, quarterly, and annual basis.
 - ii. Prepare and file a revised Business Plan as authorized and directed by any CPUC decision, and with unanimous consent by the Governing Partners.
 - iii. Manage RuralREN North administrative, marketing, and evaluation, measurement, and verification (EM&V) activities and associated budgets.
 - iv. Coordinate with CPUC Energy Division staff and filing required regulatory submissions, data requests, and reports to the CPUC.
 - v. Establish, manage, oversee, and administer procurement and contracts for RuralREN North Portfolio implementation and enterprise-level business administration. The Lead Administrator shall have sole authority to contract with vendors and consultants on RuralREN North's behalf.
 - vi. Execute contracts and submit invoices to CPUC-assigned fiscal agent (PG&E) for release of RuralREN North funds.
 - vii. Contract for and supervise legal, regulatory, and legislative representation of RuralREN North.
 - viii. Develop RuralREN North's application to the CPUC for each Energy Efficiency funding cycle and submit the application to the Governing Partners for approval prior to submitting to the CPUC.
- c. Additional Duties. RCEA shall be responsible for additional specific duties as described in the Bylaws.
- d. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.

4. **Implementing Agencies.** RuralREN North programs will be implemented by individual RuralREN North Partners and third-party implementers (each, an “Implementing Agency,” collectively, “Implementing Agencies”). The Lead Administrator will enter into separate agreements with each Implementing Agency to address the specific program requirements (“Implementer Agreements”). High level responsibilities for Implementing Agencies shall be described in the Bylaws and program-specific detail shall be included in each Implementing Agreement. When acting as an Implementing Agency, the Lead Administrator shall be subject to, and shall adhere to, the same general program implementation requirements as all other Implementation Agencies, under the oversight of the Governing Partners.
5. **Program Activities.** RuralREN North program activities are those set forth in the Approved Decision. The CPUC approved program activities are: the RuralREN North Residential Resource Program, Commercial Resource Program, Residential Equity Program, Public Equity Program, Finance Program, Workforce Education & Training (WE&T) Program, and Codes & Standards (C&S) Program.

The Partners shall work cooperatively to implement RuralREN North Programs, as defined in the Bylaws and comply with CPUC requirements. The Partners will perform all tasks and deliverables and shall comply with all applicable laws, policies, and regulations in carrying out RuralREN North program activities and other duties hereunder.

6. **Budget.** The Approved Decision sets forth the annual RuralREN North Program budget, by year, the maximum expenditure under this MOA for RuralREN North Program activities and administration. RCEA will reimburse the Partners, in amounts not to exceed those stated in Annual Portfolio-level Budget, for allowable costs incurred for the express purpose of performing RuralREN North program activities. All reimbursements are subject to receipt of sufficient funds from the CPUC and/or Fiscal Agent.
7. **RuralREN North Advisory Committees.** The Governing Partners may establish such advisory committees as deemed appropriate to assist the Governing Partners in its implementation of RuralREN North. Advisory committees shall be established in accordance with procedural requirements contained in the Bylaws.
8. **Termination.**
 - a. RCEA may terminate this MOA for convenience, provided that RCEA gives one year’s written notice prior to the date of termination. In the event that RCEA provides notice to terminate this MOA for convenience, RCEA and the Partners agree to work together in good faith to assign RCEA’s responsibilities to another local government or joint powers authority. RCEA and the Partners shall follow the CPUC’s process for proposing a change to the Lead Administrator, in which case this MOA would be amended to remove RCEA and name the new Lead Administrator. In the event the Partners are unable to identify and agree on another agency to serve as a lead, or if the CPUC does not approve of a new Lead Administrator, this MOA shall be terminated.

- b. The MOA may be terminated if the RuralREN North funding is discontinued by an order, decision, or resolution of the CPUC.

9. Breach.

- a. If any Partner fails to perform a material obligation under the MOA and/or Bylaws, RCEA will notify the Partner of the breach and provide 30 days to cure.
- b. In the event that there is a disagreement as to the allegation of a material breach, the Partners agree to enter into good faith negotiations via the dispute resolution process in the Bylaws in order to resolve the disagreement.
- c. If the Partner is found to be in breach and fails to cure any breach of this MOA within 30 days of receipt of a notice of breach from RCEA, then RCEA may serve written notice to the Partner that RCEA intends to terminate this MOA with the breaching Partner and thereafter, if the material breach is not timely and reasonably cured, terminate this MOA with the breaching Partner.
- d. The remaining Partners agree to work together in good faith to assign the breaching Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency.
- e. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, the obligations and monies for carrying out program activities for RuralREN North not fulfilled by the removed Partner may be used by RCEA, in its sole discretion, to carry out program activities for the RuralREN North region in the removed Partner's region.

10. Withdrawal. Lake APC, MCOG, or SBC may withdraw from this MOA without cause by providing 180 days' notice to RCEA and the Governing Partners. The remaining Partners agree that obligations and monies for carrying out program activities for RuralREN North not fulfilled by the withdrawing Partner may be used by RCEA, in its reasonable discretion, to carry out program activities for the RuralREN North region in the withdrawing Partner's region. In the event a Partner provides notice to withdraw from this MOA, the remaining Partners agree to work together in good faith to assign that Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, this MOA shall be amended to remove the withdrawing Partner and reassign duties among the existing Partners.

11. Change of Lead Administrator. The Lead Administrator named in this MOA may be changed only through the process established in the Bylaws. Any Lead Administrator change made by the Governing Partners must be made in a manner consistent with the Approved Decision and is effective only upon final approval by the CPUC.

12. **Dispute Resolution.** The Bylaws shall establish a dispute resolution process to address any allegation of a material breach by a Partner or Lead Administrator, or any material disagreement by the Partners.
13. **Hold Harmless and Indemnity.** Each Partner shall indemnify and hold harmless each other Partner, and their respective officials, directors, agents, and employees from and against any and all demands, causes of action, claims, costs, expenses, and liability for any loss, damage, or injury caused by the negligence or willful misconduct of the indemnifying Partner, or its officers, employees, or agents, in the indemnifying Partner's performance under this MOA. The obligations of the indemnifying Partner under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other Partner. Under no circumstances shall the indemnifying Partner be liable to any other Partner or any other person or entity for consequential or special damages, or for any damages based on loss of use, revenue, profits, or business opportunities arising from or in any way relating to performance of the indemnifying Partner under this MOA.
14. **Indemnification by Contractors and Subcontractors.** Additionally, each Partner shall require all third party contractors and subcontractors performing RuralREN North program activities to indemnify, defend, and hold harmless each Partner and their respective officials, directors, agents, employees from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of such indemnifying contractor or subcontractor, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of RuralREN North program activities, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.
15. **Use of Terms.** All terms used in this MOA containing initial capitalization are defined in this MOA, the Approved Decision, as modified by subsequent CPUC rulings. If any definitions conflict, the order of precedence shall be: the CPUC Approved Decision, as modified by subsequent rulings, and this MOA.
16. **Responsibility for Additional Cost and Expenses.** This MOA does not bind any Partner to the incurring of additional expenses or costs that are not specified in this MOA or the Lead Administrator's individual contracts with Implementing Agencies.
17. **No Third-Party Beneficiary.** This MOA is only for the benefit of the Partners and not for the benefit of any third party.
18. **Exhibits.** In the event of an inconsistency between this MOA and the Exhibits as attached hereto, the MOA shall control.
19. **Use of Partners' Name.** Individual Partners must receive approval from any other Partner prior to using the other Partner's name or logo.
20. **Amendments.** This MOA may be amended only by unanimous vote of the Governing Partners and a written instrument executed by authorized representatives from each of the Partners in the

same manner as this MOA.

21. Effective Date, Term. This MOA shall begin and become effective on (“Effective Date”) the date of the last party signing below and restated for reference in the preamble. This MOA will remain in effect until terminated by unanimous vote of the Governing Partners.

22. Confidentiality.

- a. Common Interest. The Partners share common legal and/or policy interests from their joint participation in RuralREN North, the implementation of which will benefit from discussions and collaboration among respective counsel relating to common legal interests affecting the Partners. The Partners wish to preserve, to the maximum extent possible, any applicable privilege or protection (including, but not limited to, the attorney-client privilege and the work product doctrine as well as the official information privilege) and any other protections accorded confidential or proprietary information that they may have relating to the Confidential Information shared.
- b. Confidential Information. For purposes of this MOA, “Confidential Information” is specifically defined as legal, policy and commercial information provided by one Partner to one or more other Partners and designated as “Confidential,” that the disclosing Partner has not made public and does not intend to make available to the public, including but not limited to the following: written communications; documents; factual and legal analyses, summaries, and memoranda; contracts; operating data; opinions; legal strategies; interview reports and reports of experts, consultants or investigators; notes, reports, or recordings, in any form, of joint meetings between counsel, their representatives and employees, and of any meetings between counsel, the Partners, their representatives and employees with consulting experts or support service providers.
- c. Use of Confidential Information. The Partners shall keep all Confidential Information confidential. If Confidential Information is required to be disclosed by act of law or judicial or other governmental action, the duty to maintain confidentiality of such information shall remain to the extent the disclosure is not subject to the law or specific disclosure demand. As needed to preserve privilege, the Lead Administrator may require members to execute confidentiality and/or nondisclosure agreements to access confidential attorney communications and work product.
- d. Transmittal of Confidential Information. Transmittal of confidential information not exempt from the California Public Records Act shall only occur through a manner that preserves confidentiality, as recognized under the California Public Records Act. All Partners must adhere to such methods.
- e. Requests for Disclosure Pursuant to the California Public Records Act.
 - i. Each Partner acknowledges that RCEA is a public agency subject to the requirements of the California Constitution, Article 1, Section 3 and the California Public Records Act (Government Code §§ 7920.000–7931.000).
 - ii. Each Partner acknowledges that it may submit to or otherwise provide RCEA with

access to materials that a Partner considers Confidential Information, which may or may not be exempt from public disclosure under applicable California law.

- iii. Where any third-party (the “Requestor”) not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to RCEA for access to Confidential Information (the “Request”), RCEA will promptly notify the Partners of the Request before responding to the Requestor and indicate its preliminary analysis of whether the records requested are subject to or exempt from disclosure under the California Public Records Act. If the information demanded or requested affects more than one Partner, then the affected Partners shall cooperate in their response, including engaging joint counsel if deemed advisable, and share such costs. In the event any Partner disagrees with RCEA’s preliminary analysis, such Partner shall be solely responsible for taking whatever legal steps such Partner deems necessary to prevent release of information to the Requestor (including the release of such information by RCEA). Such Partner is responsible for all costs associated with pursuit of any legal steps, including the pursuit of any legal remedies, subject to any sharing of costs in the case more than one Partner is affected (e.g. retaining joint counsel).
- iv. Each Partner understands and acknowledges that the California Public Records Act compels RCEA to respond to Requests within ten (10) calendar days of receipt of a Request (the “RCEA Deadline”). Where RCEA has met its obligation to timely notify the Partners as set forth in subsection 3 above and a Partner fails to notify RCEA that it will seek a protective order or other legal remedy to bar the disclosure of information that the Partner considers Confidential Information prior to RCEA Deadline, RCEA may, without liability hereunder, disclose the Confidential Information that is necessary to be disclosed in response to the Request.
- f. **Exceptions.** Notwithstanding the foregoing, “Confidential Information” shall exclude (and a receiving Partner shall not be under any obligation to maintain in confidence) any information (or any portion thereof) disclosed by any Partner to the extent that such information:
 - i. Is in the public domain at the time of disclosure by the disclosing Partner;
 - ii. At the time of or following disclosure, becomes generally known or available through no act or omission on the part of any receiving Partner;
 - iii. Is known, or becomes known, to the receiving Partner from a third-party source that is not under an obligation to the disclosing Partner to maintain confidentiality;
 - iv. Is independently developed by a Partner without violating any of its obligations under this Agreement or any other agreement between the Partners;
 - v. Is permitted to be disclosed by a formal written agreement executed by and between the receiving Partner(s) and the disclosing Partner;

- vi. Was in the possession of the receiving Partner prior to disclosure by the disclosing Partner; or
- vii. Is required to be disclosed by law or regulation; provided that, to the extent practicable and legally permissible; the disclosing Partner is given prompt notice of such required disclosure so that the disclosing may seek an injunction or other protective order.
- g. Labeling Confidential Information. The Parties shall identify any Confidential Information provided in tangible or electronic form pursuant to this Agreement as “confidential.” If the disclosure is oral, the Confidential Information shall be identified as confidential at the time of disclosure. Notwithstanding the foregoing, the Parties shall treat all disclosures so identified as Confidential Information, whether the confidential status is indicated orally or in writing or by a context in which the disclosing Partner reasonably communicated, or which the Parties should reasonably have understood that the disclosure should be treated as confidential, and whether or not the specific word “confidential” is used.
- h. Disclosures. In the event of an unauthorized disclosure or loss of Confidential Information, the disclosing Partner shall notify the other Partner immediately when such disclosure or loss comes to its attention.
- i. Returning and Deleting Confidential Information. In the event that a Partner withdraws from this MOA or the MOA is terminated pursuant to the terms of this Agreement, all Partners shall promptly return all Confidential Information received and return or destroy any copies or summaries thereof or reports based thereon to the Partners who delivered the Confidential Information. Partners’ obligations arising under this Section shall continue for a period of thirty-six (36) months following the termination of this MOA.

23. Intellectual Property Rights. Nothing contained in this Agreement will be construed to grant or imply any right to any Partner with respect to any intellectual property of any other Partner (whether or not copyrighted or patented), including any uses related thereto, and all Confidential Information is the sole property of the disclosing Partner. The analysis and work product hereunder are to be prepared for the exclusive use of the Partners and their designated agents. Furthermore, such work products may not be reproduced or used for any other purpose without the express written consent of the Parties.

24. Notices. Any and all notices required to be given pursuant to the terms of this MOA shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Sierra Business Council
Steven Frisch
President
PO Box 2428 Truckee, CA 96160
(530) 582-4800
sfrisch@sierrabusiness.org

Redwood Coast Energy Authority
Stephen Kullmann
Director - Demand Side Management
633 3rd Street, Eureka, CA 95501
(707) 269-1700
Skullmann@redwoodenergy.org

Lake Area Planning Council
Lisa Davey-Bates
Executive Director
525 S. Main St Suite G
Ukiah, CA 95482
707-234-3314
ldaveybates@dbcteam.net

Mendocino Council of Governments
Nephele Barrett
Executive Director
525 S. Main St., Ste B
Ukiah, CA 95482
707-463-1859
barrettn@dow-associates.com

25. **Authority.** Each Partner represents and warrants that the person signing this MOA has legal authority to sign this MOA and bind that party.
26. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts using verified electronic signature or signature transmitted in PDF, each of which shall be an original, but all of which shall constitute one and the same instrument, and when so executed and delivered shall be treated by the Parties and given the same effect as an original.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, have executed this Memorandum of Understanding on the date below, to be effective on the Effective Date stated above.

(Signatures on following page)

Redwood Coast Energy Authority

Signature:

Date:

Eileen Verbeck, Interim Executive Director

Sierra Business Council

Signature:

Date:

Steven Frisch, President

Lake Area Planning Council

Signature:

Date:

Lisa Davey-Bates, Executive Director

Mendocino Council of Governments

Signature:

Date:

Nephele Barrett, Executive Director

EXHIBIT A

RuralREN North Bylaws

Effective Date: MM, DD, YYYY

The following Bylaws are for the regulation of RuralREN North, and implement that Memorandum of Agreement (“MOA”) entered into by and between the RuralREN North Partners on MM,DD,YYYY.

I. Purpose

Pursuant to the MOA, these Bylaws are adopted to:

1. Define and formalize the working relationship among the Northern California Rural Regional Energy Network (“RuralREN North”) Partners using their expertise and experience in the design and implementation of energy programs throughout the RuralREN North service area;
2. Define the shared goals and objectives of the RuralREN North Partners as they collaborate in operating the RuralREN North and establish the necessary administrative and governance structure to promote a cooperative relationship for ensuring successful development and implementation of RuralREN North activities in a manner consistent with the California Public Utilities Commission (“CPUC”) RuralREN North approval Decision, D.24-09-031, and subsequent relevant RuralREN North rulings;
3. Provide the Partners and their staff with a simple and flexible governance and operations framework that defines roles and responsibilities, and delineates scopes of authority of the RuralREN North Governing Partners, Lead Administrator, and Implementation Partners;
4. Establish processes and channels for effective and transparent communication and decision making; and
5. Accommodate future expansion of programs and capacity to scale.

II. Overview of RuralREN North:

The RuralREN North Partners include Lake Area Planning Council (“Lake APC”), the Mendocino Council of Governments (“MCOG”), the Redwood Coast Energy Authority (“RCEA”), and Sierra Business Council (“SBC”), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. RuralREN North’s current portfolio of programs, as authorized by the CPUC, includes:

Resource Acquisition Programs:

- Residential Sector
- Commercial Sector

Codes & Standards (C&S) Programs:

- Codes and Standards (C&S)

Equity Programs:

- Residential Sector
- Public Sector
- Financing
- Workforce, Education and Training (WE&T)

III. Governance and Operations:

RuralREN North’s governance and operations framework is comprised of four main roles, consisting of the Governing Partners, Lead Administrator, Implementing Agencies, and Advisory Committees. Each role is defined in the MOA and below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

1. RuralREN North Governing Partners

- a. Governing Partners Responsibilities: A core responsibility of the Governing Partners is the development and approval of RuralREN North’s Annual Strategy and Portfolio Plan (“ASP”) and RuralREN North’s Annual Portfolio-level Budget (“APB”). Each annual ASP is the central guiding document for RuralREN North’s operations during the year, and will include portfolio-level strategy, operations, and policy decisions for RuralREN. Each annual ASP shall establish the funding allocations among and between RuralREN North’s programs, regions, and implementing agencies. Both the final ASP and final APB must be delivered to the Lead Administrator by November 1 of the preceding year. Approval of each year’s final ASP and APB shall require the unanimous consent of all members of the Governing Partners.

In addition, the Governing Partners have the following responsibilities:

- i. Develop and approve RuralREN North’s revised Business Plan submission, as authorized and directed by any CPUC decision.
 - ii. Review and approve RuralREN North’s Application to the CPUC for each funding cycle. Approval of funding cycle Applications shall require unanimous consent of all Governing Partner members.
 - iii. Monitor the Lead Administrator’s progress towards achieving the objectives set forth in the ASP.
 - iv. Provide guidance to the Lead Administrator on achieving the portfolio-level and strategic objectives set forth in the ASP.
 - v. Hold regular Governing Partner meetings.
 - vi. Develop and provide a formal evaluation of the Lead Administrator annually or as deemed necessary by a majority of Governing Partner members. The timing of the evaluation shall be prior to submitting RuralREN North’s business plan and portfolio applications to the CPUC for future REN funding cycles.
 - vii. Develop and adopt a policy or policies to establish guidelines for Governing Partner member code of conduct, conflicts of interest, recusals, and procedural matters including election and terms of officers, as deemed appropriate by the Governing Partners.
 - viii. Establish and appoint representatives to advisory committees, as needed.
 - ix. Address and resolve high-level programmatic concerns and issues relating to program design, branding and marketing, strategy, and consulting support (e.g., determine need to request CPUC approvals for changes in program design, determine need for fund shifts, determine need for additional consulting support, etc.).
 - x. Authorize responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- b. Meetings.

- i. The Governing Partners shall approve a regular meeting schedule. The Lead Administrator may schedule special meetings if necessary to conduct business in between regular meetings. Meeting minutes will be taken and distributed as soon as possible, and no later than 2 days before the next scheduled meeting.
 - ii. The Governing Partners will nominate and elect a Chair to the Governing Partners during the first quarter of each calendar year. The term shall be one year. The Chair of the Governing Partners will facilitate meetings, encourage participation, create a collaborative environment, and help the group stay focused on tasks. The Governing Partners may nominate and elect a Chair-Pro-Tem in the temporary absence of the Chair.
 - iii. Agendas shall be developed by the Lead Administrator and approved by the Chair. Agendas shall be distributed to all Governing Partners no later than 2 days before the meeting. Any Governing Partner can request an item be added to the agenda if the request is received prior to posting the agenda.
- c. Voting. General voting requirements are defined or contained in the MOA. When consistent with the MOA, the Partners shall seek to make group decisions by consensus. Consensus decisions mean that each Governing Partner understands the decision, has had a chance to express concerns, and states that they are willing to actively support the decision(s). If unanimous consensus cannot be reached, then three fourths (3/4) of the Governing Partners must vote affirmatively to take action on agendized discussion or action items, unless a different vote is otherwise required.
- d. Reimbursements. Governing Partners when participating in RuralREN North meetings may be eligible for reimbursement from the CPUC funds for portfolio level administrative activities as specified in the APB. The Lead Administrator will develop a claim process and procedure for Governing Partner reimbursement that is consistent with the Lead Administrator's procurement policy. The claims process and procedure shall be approved by the Governing Partners.

2. RuralREN North Lead Administrator

The RuralREN North Lead Administrator shall be a Partner in the RuralREN North. The Lead Administrator will designate a Portfolio Manager, separate from the Lead Administrator's Primary and Alternate Governing Partners' Representatives, who will represent the administrative interests of the RuralREN North to the Governing Partners. The Lead Administrator's Executive Director or designee shall have the authority to take actions and execute agreements as the RuralREN North Lead Administrator consistent with the Lead Administrator's procurement policy and the Annual Portfolio-Level Budget.

- a. Lead Administrator Responsibilities. The Lead Administrator is responsible for administering RuralREN North on a day-to-day basis in accordance with the Memorandum of Agreement. The Lead Administrator will lead fiscal, procurement, and contracting activities pursuant to the Lead Administrator's procurement policies. The Lead Administrator will serve as the primary regulatory contact for RuralREN North. Each Partner will support the Lead Administrator's coordination with CPUC processes and other CPUC portfolio administrators ("CPUC PAs"). Any of the following duties may be delegated to other members of the Governing Partners with

unanimous consent of the Governing Partners.

The Lead Administrator's other administrative responsibilities include:

- i. Representing RuralREN North on the California Energy Efficiency Coordinating Committee (CAEECC).
- ii. Providing oversight of budgets, expenses, and reimbursements.
- iii. Implement decisions of the Governing Partners and implement the ASP prepared annually.
- iv. Establish, manage, and administer the overall RuralREN North budget, including shifting funds between Programs and Implementing Agencies. The overall RuralREN North budget shall be consistent with the program, region, and implementing agency allocations established by the Governing Partners in the APB.
- v. Manage regulatory and legislative advocacy on behalf of RuralREN North and in furtherance of RuralREN North's interests.
- vi. Coordinate with other CPUC PAs on regulatory requirements and program implementation.
- vii. Represent RuralREN North in coordination with state agencies and working groups that impact RuralREN North or EE programs.
- viii. Officially represent RuralREN North in state and regional contexts. This role includes, but is not limited to, communications on behalf of RuralREN North with the public, media, state and local governments, regulators, the media, and commercial contexts.
- ix. Coordinate with and seek direction and guidance from the Governing Partners as appropriate on portfolio-level activities.
- x. Draft meeting agendas for Governing Partner meetings and distribute after Chair approval.

Assign staff to take minutes at Governing Partner meetings and distribute to the Partners 2 days prior to the next meeting.

- b. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.
 - i. Override Authority. The Lead Administrator shall have the authority, at its discretion, to avoid harm or noncompliance by overriding a decision of the Governing Partners. This override authority shall be recognized as an extraordinary remedy to avoid significant noncompliance or harm and shall not be used in the ordinary course of business. If an issue arises that may require the use of this authority, the Lead Administrator will provide written notice to the Partners via email as soon as the issue is discovered and before any action is taken. Unless doing so would be a violation of compliance with a CPUC deadline, the Lead Administrator shall call a special meeting of the Governing Partners to make a good faith effort to work collaboratively to resolve the issue without the use of this authority and potentially amend the decision of the Governing Partners.
 - ii. Exercise of Override Authority. The override authority process may only be used if the

Lead Administrator has determined that a Governing Partners' decision meets the following criteria:

- i. Does not comply with the CPUC Approved Decision or applicable regulatory authority;
- ii. Does not comply with third-party agreements entered into by the Lead Administrator on behalf of the RuralREN North;
- iii. Is contrary to state, local or internal requirements imposed on the Lead Administrator;
- iv. Would unduly increase the risk of liability exposure to the Lead Administrator;
- v. Would adversely impact the Lead Administrator's reputation or goodwill; or
- vi. Would cause other significant harm to the Lead Administrator or the RuralREN North programs.

3. Implementing Agencies:

The RuralREN North Implementing Agencies, composed of RuralREN North

Partners' staff and third-party implementers will oversee day-to-day program operations and execution of each program in the portfolio.

RuralREN Programs will be implemented through program implementation agreements entered into between the Lead Administrator and individual Implementing Agencies. Agreements will include details on how payment will be made to Implementing Agencies by the Lead Administrator and will adhere to the APB.

- a. Implementing Agencies' Responsibilities. Implementing Agencies are responsible for engaging the counties they serve and designing and delivering RuralREN North Programs that reflect the existing service gaps and needs expressed in those counties. The manner of engagement is within the authority of the Implementing Agency who makes its own decisions regarding staffing, procurement, etc.

Implementing Agencies shall complete and/or undertake the following additional responsibilities:

- i. Coordinate and identify needs of the RuralREN region using input from the Partners and stakeholders within the regions served.
- ii. Oversee program initiation, planning, execution, monitoring, and review.
- iii. Gather input from Program Team for program initiation and when establishing deliverables and milestones.
- iv. Oversee development of a Program Implementation Plan (PIP).
- v. Manage program-level performance and provide reporting to Lead Administrator.
- vi. Manage program implementation budget in coordination with Lead Administrator.
- vii. Recommend budget shifts to implement and operate the programs in coordination with the Lead Administrator and Governing Partners.
- viii. Facilitate Program Team meetings.

- ix. Coordinate/communicate with Lead Administrator and Governing Partners.
 - x. Coordinate and identify any needs from Implementation Agency staff that will contribute to success of a program and to ensure program coordination;
 - xi. Serve as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team members;
 - xii. Participate in industry webinars, conferences, and events, researching other similar programs, and sharing and leveraging best practices to inform program design;
 - xiii. Coordinate with other Regional Energy Networks, IOUs, and program administrators in their regions as directed by the RuralREN North Joint Cooperation Memo (JCM) regarding program design and delivery to enhance program performance and achieve mutual objectives;
 - xiv. Coordinate with the Lead Administrator to develop and present program design and implementation strategies consistent with the Implementation Plan at public webinars as required by the CPUC;
 - xv. Develop and update annual work plans and establish and communicate program-level roles and priorities with the Lead Administrator;
 - xvi. Manage program-level performance and provide program-level reporting to CPUC;
 - xvii. Manage program-level budget;
 - xviii. Schedule and draft agendas for Program Team meetings;
 - xix. Track and gather required program data to file CPUC regulatory filings (e.g., metrics) as necessary; and
- b. Reporting. Each Implementing Agency shall adhere to common reporting requirements for RuralREN North programs as required by the CPUC. For RCEA to compile information to meet reporting deadlines, the Implementing Agencies shall provide RCEA with all required metrics and will adhere to all required deadlines as defined in the contracts.
- c. Program Teams. Each RuralREN North Program has a Program Team including at least one representative from each Implementing Agency implementing a given program. Program Team member responsibilities include the following tasks:
- i. Take primary accountability for program implementation and operation within their region.
 - ii. Contribute to development of PIPs.
 - iii. Provide input/alternative suggestions for program design and implementation strategies.
 - iv. Attend periodic program meetings.
 - v. Gather input from individuals from non-implementing parties, advisory committee members, and third-party contractors or implementers who have subject-matter expertise pertaining to a given program.

4. RuralREN North Advisory Committees

The Governing Partners may establish Advisory Committees (for example: Technical Advisory

Committee(s), Program Operations Committee(s), and Equity and ESJ Advisory Team) to provide advice and expertise to the Governing Partners. The RuralREN North Advisory Committees may include local stakeholders with a vested interest in energy efficiency or energy reduction such as, but not limited to, local and regional governments, and community-based organizations. A Governing Partners representative will attend Advisory Committee meetings.

- a. Advisory Committee Responsibilities. Responsibilities may include helping to define program offerings, monitoring compliance with Program Implementation Plans (PIPs), promoting equity and inclusion, discussing challenges/barriers, navigating program changes to address problems, supporting new program rollout, and any other topic for which the Governing Partners seek advice or expertise. The Advisory Committees may advise the RuralREN North Governing Partners on outreach and enrollment, provide feedback on program evaluation reports, and recommend program improvements.

5. Changing the Lead Administrator

In the case where the change of the Lead Administrator is necessary, the Governing Partners shall follow the procedure as set forth below:

The Partner or Partners shall provide written notice to the other Governing Partners, including the Lead Administrator, stating the cause. The cause should reference the roles and responsibilities of the Lead Administrator as outlined in this MOA and clearly describe how those responsibilities are not being met by the current Lead Administrator. There will be a minimum 30 day cool down period following the written notice before any party will provide a response.

The Lead Administrator shall be given the opportunity to address and resolve any issues raised, or follow the dispute resolution process.

In the event that the Lead Administrator agrees with the recommended change, or the dispute resolution process leads to a vote removing the Lead Administrator, the Lead Administrator shall work with the Governing Partners on seeking a replacement agency. The Lead Administrator and Governing Partners shall follow the CPUC's defined process in the Approved Decision to formally change the Lead Administrator including filing a Tier 2 Advice Letter proposing the change. Until the Advice Letter is approved by the CPUC, the Lead Administrator shall be unchanged and shall continue to comply with CPUC requirements.

6. Dispute Resolution Process

The Partners agree that in the event of any dispute by and between them ("the Parties to the Dispute" or "Parties"), the Parties to the Dispute, if fewer than all of the General Partners, shall first attempt to resolve the dispute by way of the dispute resolution process, as described below:

The Parties to the Dispute shall provide written notice to the other Governing Partners, including the Lead Administrator, describing the dispute. There will be a minimum 30 day cool down period following the notice before any party will provide a response.

The Parties to the Dispute must then bring the issue to a Governing Partners' meeting for discussion. This

meeting may be a regularly scheduled or special meeting and must follow the Bylaws for proper noticing of the agenda in advance. The Partners may agree in a unanimous vote to resolve the issues or will schedule an additional meeting for discussion of the issue as a good faith effort to find resolution.

If the issues are not resolved at the second meeting, the issue will go to non-binding mediation as described in the Mediation section.

7. Mediation

In the event that a dispute between the Parties is not resolved using the Dispute Resolution Process, the Partners agree that they shall next attempt to solve the dispute by way of informal mediation. Mediation fees are incurred equally by the Parties to the Dispute and shall not be funded by RuralREN North authorized funds.

The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge (“Qualified Mediator”). Within ten (10) days of a demand for mediation, the Parties to the Dispute shall attempt to mutually agree on a Qualified Mediator. If the Parties to the Dispute agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties’ mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the Qualified Mediators shall then select a neutral Qualified Mediator who shall mediate the Parties’ dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator’s availability, the parties will make their best efforts to have the mediation scheduled and held within sixty (60) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any Party who fails to participate in the mediation shall waive their right to collect attorney’s fees and costs as provided for in this MOA.

If a resolution is not reached through mediation, then the Governing Partners will move to binding mediation or arbitration process. The selection of the next step will be made through a vote. If arbitration is selected, the arbitrator will be selected in the same method as the Qualified Mediator above.

Each of the Parties shall maintain as confidential the nature of any mediation or arbitration proceeding, as permissible under the California Public Records Act, and shall not, without the prior written consent of the other Party or Parties to the Dispute, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.