

**CONTRACT NAME: AGREEMENT BETWEEN CLEAR result
AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: The Davis Joint Unified School District enters into this Prop 39 School Energy Efficiency Program Bonus Agreement to work with CLEAR result to submit a Proposition 39 Amendment to the Local Educational Agency before February 26, 2018.

Prop 39 School Energy Efficiency (SEE) Program Bonus Amendment Agreement

Customer hereby enters into this Prop 39 School Energy Efficiency Program Bonus (Prop 39 SEE Program Bonus) Agreement to work with CLEAResult (Implementer) to submit a Proposition 39 Amendment to the Local Educational Agency (LEA) before February 26, 2018.

As used throughout this document, the term "Party" means Implementer and Customer, collectively the "Parties." "Project" refers to a single measure or multiple measures the Customer plans to implement.

Specific Terms and Conditions:

1. **Program Dates:** All Amendments must be submitted by 12/31/17 in order to receive the Incentive.
2. **Commitment and Planning Process:** CLEAResult will work with the school district to determine which steps are required to complete and submit an Amendment to an Energy Expenditure Plan (EEP) to the California Energy Commission (CEC). This could include, but are not limited to:
 - Benchmarking
 - Analysis of historical SmartMeter™ data
 - Building energy assessments or audits
 - Project/measure prioritization and sequencing
 - Savings-to-Investment Ratio (SIR) calculations
 - EEP development and submittal
 - Identifying applicable utility incentives to reduce costs
3. **Funding tiers:** School districts regardless of size are eligible for a maximum Prop 39 SEE Program Bonus Amendment of \$7,500 which can be applied to cover up to 100% of the district's planning needs in order to submit an EEP Amendment.
4. **Bonus Payment:** The Bonus Incentive will only be paid once a Proposition 39 Amendment is successfully submitted to the LEA for approval. CLEAResult commits to continue working with the LEA until the CEC has approved the Energy Expenditure Plan.
5. **Feasibility:** PG&E's and/or its consultant's review of the design, construction, operation or maintenance of the Project and does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project. CLEAResult is responsible for the economic and technical feasibility and operational capability of the recommended Project.
6. **Savings:** CLEAResult is proposing the Project on Customer's behalf. Customer understands and agrees that CLEAResult is responsible for ensuring Project savings are calculated using the appropriate baseline. Customer understands Incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.

General Terms and Conditions:

1. **Funding:** Implementer is receiving funds from PG&E for this Project, but the Parties agree that PG&E or Implementer is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
2. **Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
3. **Access:** Customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), Implementer, or any authorized subcontractor reasonable access to Facility to verify accuracy of services performed.
4. **Compliance with Laws:** Implementer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Advertising:** Implementer agrees not to use the names or identifying characteristics of the Customer's Facility for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without the Customer's written approval. In addition, Customer agrees not to use the names or identifying characteristics of Implementer for published Project reports, advertising, sales promotion, or other publicity without Implementer's written approval.
6. **No Obligation:** California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa.*

CLEAResult




**Pacific Gas and
Electric Company®**

Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

7. **Availability of Funds:** This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

BOTH PARTIES AGREE:

1. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
2. **Term of Agreement.** The term of this Agreement is from January 1, 2016 to February 26, 2018.
3. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Implementer shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
4. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
5. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
6. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
7. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

| AGREED AND ACCEPTED: | |
|------------------------------|---|
| IMPLEMENTER | CUSTOMER |
| CLEAResult | Da Vinci Charter Academy |
| SIGN HERE | SIGN HERE  |
| Joanne O'Neill | Bruce E. Colby |
| Name (print) | Name (print) |
| Director of Programs | Chief Business Officer |
| Title | Title |
| 180 Grand Ave, Ste. 850 | 526 B Street |
| Mailing Address | Mailing Address |
| Oakland CA 94612 | Davis, CA 95616 |
| City State Zip Code | City State Zip Code |
| Joanne.Oneill@CLEAResult.com | bcolby@djsd.net |
| Contact E-mail | Contact E-mail |
| (415) 965-3023 | 530 757 5300 x 122 |
| Contact Phone | Contact Phone |
| | 11-01-2017 |
| Date | Date |

This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.