

**Memorandum of Understanding Between
Pioneer Community Energy and the County of El Dorado
Exploring Inclusion in Pioneer Community Energy**

This Memorandum of Understanding (MOU), regarding Pioneer Community Energy (PIONEER) membership consideration is entered into by and between PIONEER and the County of El Dorado (COUNTY).

WHEREAS, the COUNTY has expressed interest in exploring membership in PIONEER, and

WHEREAS, PIONEER is interested in expansion into El Dorado County subject to completion of all necessary documentation and analysis by both PIONEER and the COUNTY, and

WHEREAS, PIONEER and the COUNTY are collaborating to determine the feasibility of including the COUNTY within PIONEER's service area and approving the COUNTY's membership; and

WHEREAS, PIONEER and the COUNTY have mutually agreed to the following guidelines.

NOW THEREFORE, the parties hereto agree as follows:

1. The COUNTY's Chief Administrative Officer will be the primary point of contact with PIONEER. The Chief Administrative Officer will support and facilitate communication with other COUNTY staff and officials.
2. The COUNTY will work with PIONEER to conduct public outreach about the PIONEER program to aid in outreach and education and to collect feedback from the community. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements, as well as distribution of flyers and handouts provided by PIONEER.
3. The COUNTY will complete and submit all necessary documentation to PIONEER to facilitate the study and analysis of the COUNTY's membership in PIONEER.
4. PIONEER agrees to conduct an Impact Analysis and prepare an Implementation Plan, at Pioneer's expense, in an amount not-to-exceed Fifty Thousand Dollars (\$50,000) to determine the feasibility of adding the areas currently served by PG&E in the unincorporated west slope of the COUNTY to the PIONEER Service Area. The Parties understand there may be additional costs associated with adding COUNTY as a member to PIONEER and including the COUNTY in PIONEER's service area. Any additional costs shall be negotiated between the Parties as such costs may arise.

5. Subject to membership approval by the PIONEER Board, the COUNTY agrees to publicize and share information about PIONEER within its community during the six-month enrollment period. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by PIONEER at COUNTY offices.

6. The Parties hereby acknowledge and agree that this MOU, and all its Exhibits, and any future amendments thereto, will be presented to the COUNTY Board of Supervisors at an open and public meeting for approval, and will be available to the public for viewing and/or download on COUNTY's website.

7. The Parties acknowledge that in order for PIONEER to have the necessary data to conduct the Impact Analysis, the COUNTY has signed a PG&E Non-Disclosure Agreement providing for the confidentiality of the data provided by PG&E for the Impact Analysis, a copy of said Non-Disclosure Agreement is attached hereto, marked Exhibit A to this MOU and made a part hereof. PIONEER hereby agrees to abide by the terms of said Non-Disclosure Agreement as it relates to disclosure of the necessary data PIONEER may be provided for purposes of the Impact Analysis. PIONEER further agrees to indemnify and hold the COUNTY free and harmless from any liability, damages or loss of any kind as a result of COUNTY's breach of said Non-Disclosure Agreement directly caused by the actions of PIONEER.

8. The implementation of the Community Choice Aggregation Program within the COUNTY is contingent upon the impact analysis being satisfactory to both parties and subject to execution of an amendment to the operative Pioneer Community Energy Amended and Restated Joint Powers Agreement (JPA) by all PIONEER member entities and approval by the PIONEER Board of Directors pursuant to the requirements of the JPA. Nothing contained herein shall create a binding commitment either by the COUNTY to join PIONEER and/or implement a CCA program, or by PIONEER to approve the COUNTY's membership and extend its service area to the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

County of El Dorado

Pioneer Community Energy

Don Ashton, Chief Administrative Officer

Donald Eckert, Executive Director