



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

Board of Directors Meeting  
Thursday, December 16, 2021  
7:00 P.M.

This Meeting will be conducted via teleconference pursuant to the requirements of [Assembly Bill No. 361](#). By using teleconference for this meeting, MCE continues to promote social distancing measures recommended by local officials.

Members of the public who wish to observe the Meeting and/or offer public comment may do so telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join Zoom Meeting:

<https://us02web.zoom.us/j/84781591169?pwd=d2R4dFRqZzFaOFU3RGlhUDFBWUFuUT09>

Dial-in:(669)900-9128  
Webinar ID: 847 8159 1169  
Passcode: 376527

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 Approval of 11.18.21 Meeting Minutes
  - C.2 Approved Contracts for Energy Update
  - C.3 Fourth Agreement by and Between Marin Clean Energy and Strategic Energy Innovations
  - C.4 Sixth Agreement with The Energy Alliance Association (TEAA)

C.5 First Amendment to First Agreement with Thorn Run Partners

6. Presentation of the Climate Action Leadership Award (Discussion)
7. Assembly Bill No. 361: New Teleconferencing Legislation Resolution No. 2021-11 Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e); and Resolution No. 2021-12 Delegating Authority to Technical Committee to Adopt Findings Pursuant to Government Code Section 54953(e) (Discussion/Action)
8. MCE Rate Adjustments (Discussion/Action)
9. MCE Bonding (Discussion)
10. Report on Successful Completion of Renewable Energy Prepayment Transaction (Discussion)
11. Board Matters & Staff Matters (Discussion)
12. 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.



THE POWER OF PEOPLE OVER PROFIT

# 2021 IMPACT REPORT



# STATEMENT OF PURPOSE

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<a href="#">14</a>	Resiliency and Reliability
<a href="#">15</a>	<b>A Message from MCE</b>

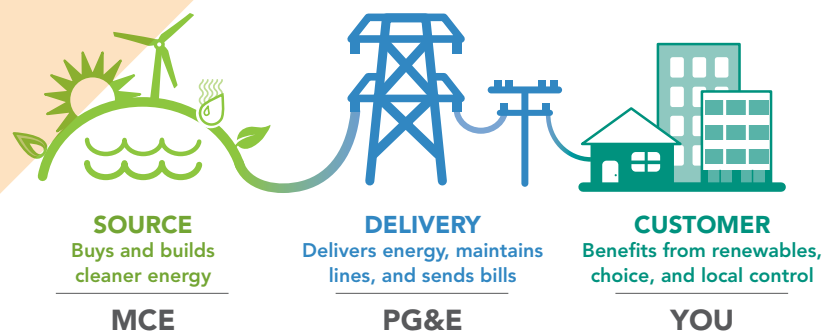
MCE is a groundbreaking, not-for-profit, public agency that has been setting the standard for clean energy in our communities since 2010. MCE offers more renewable power at stable rates, significantly reducing energy-related greenhouse gas emissions and enabling millions of dollars of reinvestment in local energy programs.

MCE is a load-serving entity supporting a 1,200 MW peak load. MCE provides electricity service and innovative programs to more than 540,000 customer accounts and more than one million residents and businesses in 37 communities across four Bay Area counties: Contra Costa, Marin, Napa, and Solano.

MCE's mission is to address climate change by reducing energy-related greenhouse gas emissions with renewable energy and energy efficiency at cost-competitive rates while offering economic and workforce benefits and creating more equitable communities.

In 2020, MCE created our 10-Year Impact Report celebrating the successes of our first decade of service. [View the report](#) to learn more about our accomplishments to date.

## How MCE Works



◀ MCE determines your power source, called electric generation. PG&E continues to deliver the electricity, maintain power lines, provide repairs, and send your monthly bill.

◀ On the cover: MCE's 2021 outreach efforts focused on addressing issues faced by customers most impacted by the COVID-19 pandemic.

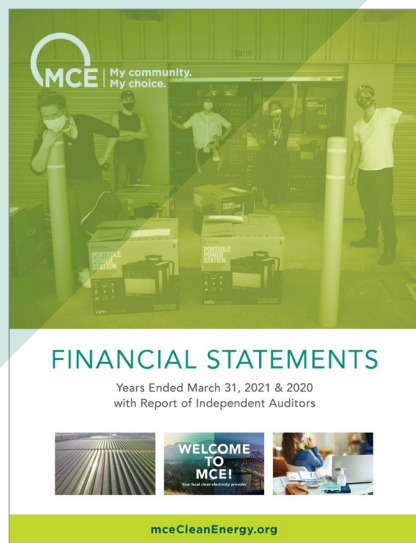
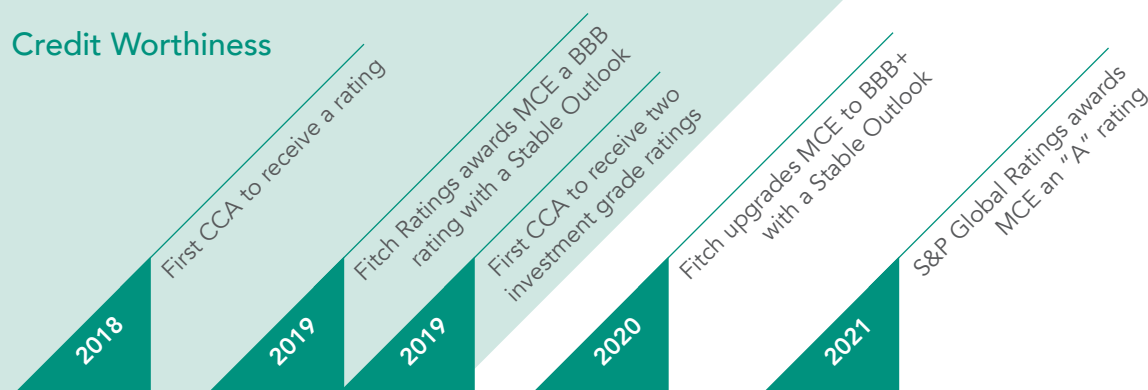
LEARN MORE: NATIONAL GEOGRAPHIC ARTICLE

**Americans Want More Renewable Energy. Can 'Community Choice' Help Them Get It?**



# FINANCIAL HIGHLIGHTS

## Credit Worthiness



▲ [View MCE's full 2020 and 2021 financial statements.](#)

Fitch and S&P Global credit rating agencies evaluate MCE as an investment-worthy entity due to demonstrated evidence that MCE's business model operates on:

- » **Sound operational and financial performance,**
- » **Full recovery of costs through independent local rate-setting,**
- » **Strong financial flexibility due to positive cash flows, and**
- » **Adequate liquidity levels with the expectation that MCE will meet and maintain a reserve target of 240 days cash on hand.**

As of the fiscal year ending on March 31, 2021, MCE maintained over 190 days cash on hand. We also increased our targeted liquidity reserve to 240 days, and our target net position from 40% to 60% of operating expenses. MCE expects to meet these new targets by December 31, 2022.

## S&P Global

"S&P Global Ratings assigned its 'A' issuer credit rating (ICR) to Marin Clean Energy (MCE). The rating reflects our opinion of MCE's adequate enterprise risk profile and strong financial risk profile. MCE's very strong financial risk profile is highlighted by robust financial performance... [and] the CCA's very strong liquidity."

— S&P Global Rating's statement

## Fitch Ratings

"The upgrade to 'BBB+' is based on stronger-than-expected financial performance in the past year, the intent to retain larger cash reserve balances and a resolution of rate and regulatory uncertainty that has existed during the Pacific Gas & Electric bankruptcy (PG&E). MCE's rating is further supported by a strong financial profile that reflects consistently improving liquidity levels over the past two years and helps mitigate the risks associated with the competitive pressures."

— Fitch Rating's statement

## FINANCIAL HIGHLIGHTS

## COMMUNITY REINVESTMENT

Cost Savings ————— \$68 million

Local Renewable  
Energy Projects ————— \$62 million

Energy Efficiency ————— \$12 million

Energy Resiliency ————— \$11 million

Solar Incentives ————— \$10 million

Local Employment  
and Vendor Contracts ————— \$9 million

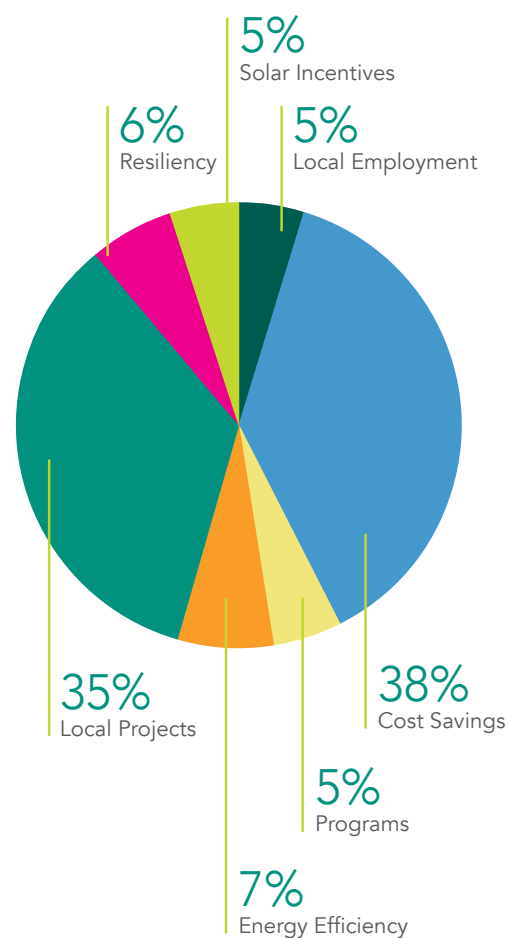
Customer Programs ————— \$8 million

# \$180 million

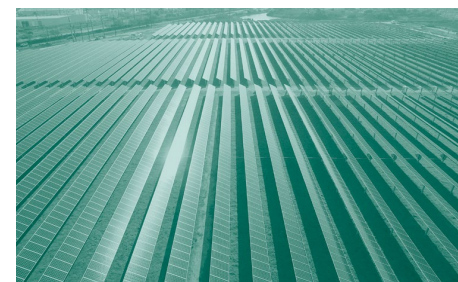
Total amount MCE has contributed in  
community reinvestment since 2010.

LEARN MORE: MARIN INDEPENDENT JOURNAL

**Marin Allots Funds for Energy  
Storage Project**



▲ MCE's \$180 million community  
reinvestment by percentage.



### California Community Choice Financing Authority

MCE has partnered with three other CCAs to [launch CCCFA](#), a first-of-its-kind renewable energy prepay bond agency. This prepay structure has historically been used to benefit the fossil fuel industry, primarily through natural gas transactions, which has decreased the competitiveness of renewable contracts. **Using prepay bonds to lower the cost of renewable energy procurement can reduce costs, helping MCE shift our ratepayer dollars to deliver more, and cheaper local clean energy programs.**

## FINANCIAL HIGHLIGHTS

## FINANCIAL STATEMENTS

MCE's financial statements are audited annually by Baker Tilly US, LLP, a third-party external auditor. These audits examine and evaluate MCE's financials to ensure that our records are a fair and accurate representation of the transactions they claim to represent. Financial statements are written records that convey the business activities and the financial performance of a company.

**Change in Net Position** ————— **\$27,544,767**

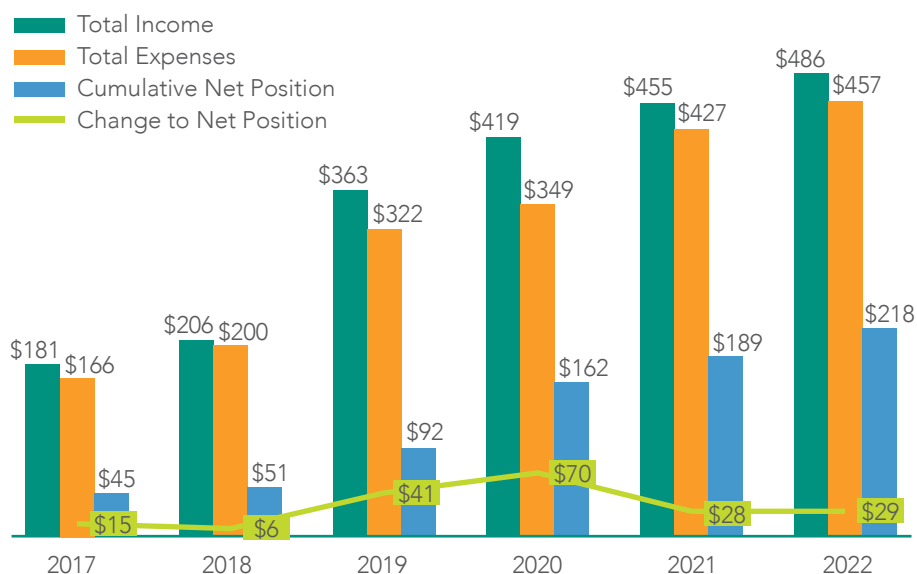
**Total Income** ————— **\$454,739,782**

**Total Expenses** ————— **\$427,195,015**

**Operating Reserve Fund** ————— **\$15,000,000**

## Historical and Projected Financial Results

Numbers in Millions



## Summary of Financial Results

	2021	2020
Operating revenues	\$ 452,955,192	\$ 416,119,323
Interest income	1,784,590	2,957,808
Total income	454,739,782	419,077,131
Operating expenses	427,014,543	348,716,887
Non-operating expenses	180,472	131,319
Total expenses	427,195,015	348,848,206
Change in net position	\$ 27,544,767	\$ 70,228,925

## Deferred Inflows of Resources

Operating Reserve Fund	15,000,000	10,500,000
------------------------	------------	------------

## Net Position

Net position		
Investment in capital assets	958,569	1,142,836
Restricted	147,000	—
Unrestricted	188,244,738	160,662,704
Total net position	\$ 189,350,307	\$ 161,805,540

540,000+ customer accounts

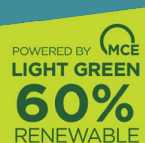
1 million+ people served

37 communities

4 Bay Area counties

500,000 metric tons CO<sub>2</sub>e eliminated

49 MW local projects



#### ◀ LIGHT GREEN

Default service, 60% renewable since 2017, 95% greenhouse gas free in 2023.



#### ◀ DEEP GREEN

Always 100% renewable from all California resources — 50% wind and 50% solar.

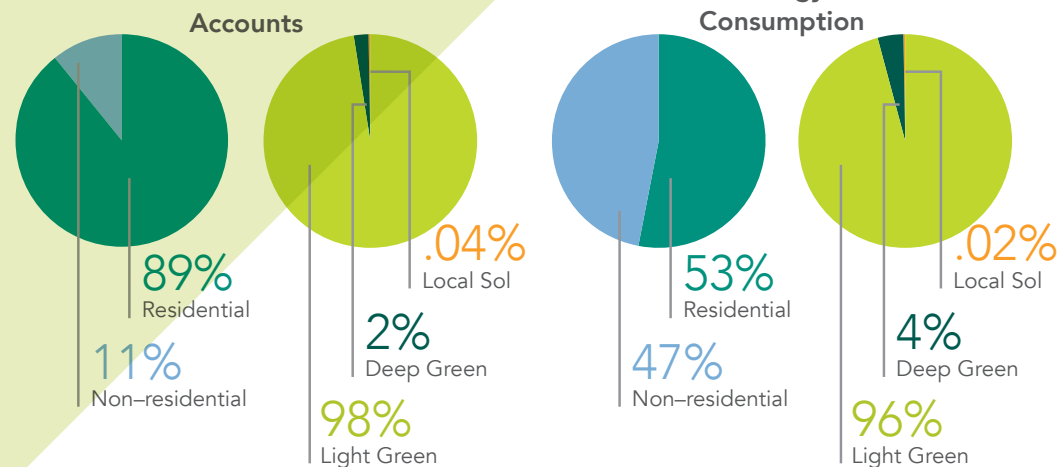


#### ◀ LOCAL SOL

Always 100% locally sourced solar from Novato's Cooley Quarry.

## MCE HIGHLIGHTS

### Customers at a Glance



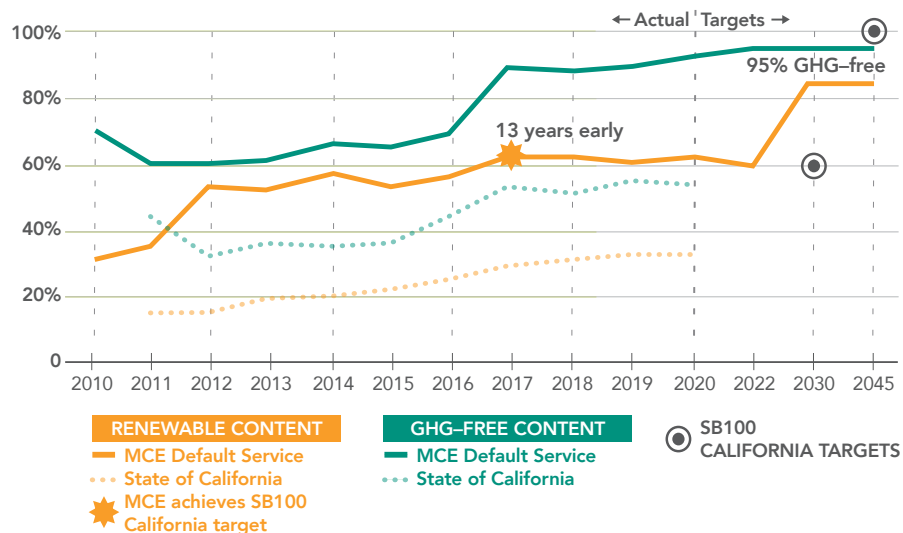
### Service Area Projects



## MCE HIGHLIGHTS

## POWER PROCUREMENT

## Renewable and GHG Content



## 2020 Electric Power Generation Mix

Specific Purchases	Percent of Total Retail Sales (kWh)			
	CA Power Mix	MCE Light Green	MCE Deep Green	MCE Local Sol
<b>Renewable</b>	<b>33%</b>	<b>61%</b>	<b>100%</b>	<b>100%</b>
Biomass & Biowaste	3%	2%	0%	0%
Geothermal	5%	6%	0%	0%
Eligible Hydroelectric	1%	3%	0%	0%
Solar	13%	23%	50%	100%
Wind	11%	27%	50%	0%
<b>Coal</b>	<b>3%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Large Hydroelectric</b>	<b>12%</b>	<b>36%</b>	<b>0%</b>	<b>0%</b>
<b>Natural Gas</b>	<b>37%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Nuclear</b>	<b>9%</b>	<b>1%</b>	<b>0%</b>	<b>0%</b>
<b>Other</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Unspecified Sources of Power</b>	<b>5%</b>	<b>1%</b>	<b>0%</b>	<b>0%</b>
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

In 2020, MCE's default service option, Light Green, was 61% renewable and 91% greenhouse gas free, offering customers almost twice the amount of renewable energy compared to California's average of 33%. Since 2010, MCE has more than doubled our renewable energy content from 28% to 61% while significantly increasing our customer base by 5,300% — from 10,000 to more than 540,000 accounts across four Bay Area counties.

## MCE's Clean Energy Portfolio Highlights

- » Since 2010, MCE has invested more than \$2.1 billion in new California renewable projects.
- » Over 99% of the energy in MCE's power portfolio is sourced from clean energy resources, including bioenergy, geothermal, wind, solar, and hydroelectric.
- » MCE's default, Light Green service provides 61% renewable energy from bioenergy, geothermal, wind, small hydroelectric, and solar.
- » Of MCE's renewable energy content, 72% is sourced from the highest value Power Content Category 1 (PCC1) renewables located in California.

Starting in 2022, MCE plans to purchase 100% of our renewable energy portfolio from PCC1 resources. We also anticipate that our Light Green service option will be 95% greenhouse gas free by 2023. Looking ahead, MCE aims to have our Light Green portfolio include a minimum of 85% renewable energy by 2029 and continue to extend our leadership in renewable and clean energy by incorporating innovative new technologies into our power supply portfolio.

## MCE HIGHLIGHTS

## DIVERSITY, EQUITY, AND INCLUSION

MCE has been committed to [energy equity](#) since our founding in 2010 and continues to collaborate with member communities to advance equity through tailored programs and services. We have prioritized equitable access to clean energy benefits through multiple programs that support customers who have been underserved by traditional energy programs or who are most impacted from the frontline effects of fossil fuel generation.

## Inclusive Policies

MCE's commitment to energy equity is reflected in our [Sustainable Workforce and Diversity Policy](#). We support sustained and fairly compensated local job opportunities in the energy industry, through workforce training and apprenticeship programs. Our policy outlines specific efforts to prioritize workforce development through MCE's Feed-In Tariff program, energy efficiency projects, contracting for services and supplies, and hiring of MCE staff. We partner with community-based organizations (CBOs), including schools and community colleges, in support of underserved and vulnerable individuals. MCE also uses strategic recruiting and hiring practices such as targeted job postings, partnerships with CBOs, education and employment organizations, physical attendance at job recruitment fairs, and blind résumé reviews.

## Equity in Power Procurement

MCE's [2021 Open Season solicitation](#) was the first year that suppliers were encouraged to consider community benefits and equity metrics when submitting offers. We also solicited optional elements as part of this Open Season including support for educational programs, environmental justice initiatives, and workforce development and training initiatives; participation of contractors, subcontractors, or businesses owned by Disabled Veterans, located in a designated Disadvantaged Community, or employing workers living in a designated Disadvantaged Community and; use of components and materials manufactured or assembled in the United States.

In late 2020, when issues were reported about the use of forced labor for solar equipment production in Xinjiang, China, MCE incorporated new language into our power purchase agreement (PPA) term sheets and contracts that prohibit MCE from accepting proposals for facilities that rely on equipment or resources built with forced labor. This language was incorporated into MCE's 2021 Open Season, Green Access, and Community Solar Connection PPAs and will continue to be an MCE procurement requirement.



▲ RichmondBUILD trainees pose at MCE Solar One with MCE Board Chair and Mayor of Richmond, Tom Butt and RichmondBUILD Program Manager, Fred Lucero.

LEARN MORE: [GREEN TECH MEDIA ARTICLE](#)

**[What Is the Clean Energy Industry Doing to Confront Racism?](#)**



## MCE HIGHLIGHTS

## INNOVATIVE EQUITY INITIATIVES



### MCE's Resolution to Advance Racial Equity

On May 20, 2021, MCE's Board of Directors approved a Resolution **Committing to Advance Racial Equity**. The resolution acknowledges the persistence of institutionalized racial inequities and seeks to address them by continuously improving and implementing inclusive policies across the organization.

The resolution states that MCE will continue to work toward more equitable outcomes in energy services, customer programs, and power procurement by recruiting racial equity organizations and engaging with them through the Community Power Coalition. MCE will continue to provide agency wide training on implicit bias and racial equity. Our goal is to enhance internal and external policies, practices, and programs that dismantle racial disparities.

### MCE Cares Credit

On March 18, 2021, MCE's Board of Directors approved \$10 million for cost relief to MCE's vulnerable residential and small business customers. Launched in April 2021, this program offers bill credits to eligible customers, supporting up to 65,000 residential and 20,000 small business customers.

The MCE Cares Credit Program offers a \$10 monthly bill credit to residential customers and a 20% monthly bill credit to small businesses. The most vulnerable customers who have fallen behind on their bills were automatically enrolled in the program.

This program is part of MCE's other COVID relief efforts including suspension of collections, free EV charging at MCE's San Rafael office, and distribution of 100 portable back-up batteries to medically vulnerable customers in 2020.

### Certify & Amplify

MCE hosts a free, Certify & Amplify annual workshop to help local businesses connect to the benefits and opportunities available through the **California Public Utility Commission's (CPUC) Supplier Diversity Program**.

Commonly referred to as "Supplier Diversity," General Order 156 is a statewide program that encourages utilities to prioritize contracts and subcontracts from businesses that meet diversity qualifications. That is, businesses must be at least 51% woman-, minority-, LGBTQ-, or disabled veteran-owned enterprises. After being certified as a diverse supplier, qualified businesses are listed in the CPUC Clearinghouse, which increases their likelihood of receiving utility contracts.



- ▲ MCE staff unbox air purifiers for distribution in Spring 2021 to support vulnerable customers during the summer wildfire season.

**\$4 million** in energy efficiency rebates distributed

**1,250+** Level 2 EV charging ports installed

**1,300 kW** income-qualified solar installed

**\$42 million** reinvested through programs and incentives

LEARN MORE: GREENBIZ ARTICLE

**How to Value Solar Plus Storage**

## PROGRAM HIGHLIGHTS

MCE's programs highlight the power of people over profit. By putting more renewable energy on our shared grid, we clean up polluting fossil fuels. MCE's efforts on climate justice and energy innovation help vulnerable populations qualify for programs like electric vehicles (EVs), energy storage, and energy savings.

### Health and Safety

The [MCE Healthy Homes Program](#), made possible through funding by Marin Community Foundation, provides upgrades to improve the health, safety, and efficiency of Marin County homes. The program helped over 100 income-qualified residents address health hazards through energy efficiency improvements that increase comfort and decrease energy usage. Integrated pest management and mitigation of mold and moisture also help customers stay safely in their homes and reduce the risk of climate-related illnesses.

In advance of the 2021 fire season, MCE purchased over 100 air purifiers and 300 replacement filters to give away to income-qualified residents. These air filters improve poor air quality caused by smoke from nearby wildfires leaking into improperly sealed homes. MCE partnered with Marin Community Clinics and Canal Alliance to assist in identifying the recipients in need of the air purifiers.



MCE has also partnered with Contra Costa County on its Asthma Mitigation Project. MCE's multifamily energy efficiency programs and Home Energy Savings Program will be braided with asthma treatment and education from Contra Costa Health Services and additional health and safety modifications to provide comprehensive asthma trigger mitigation for Contra Costa's most vulnerable residents.

## PROGRAM HIGHLIGHTS

## SUSTAINABLE WORKFORCE

MCE supports the local green workforce by offering a variety of training and workforce development programs that focus on underserved populations, including low-income residents and those who were previously incarcerated. MCE's efforts focus on strengthening the local economy and ensuring a just transition to a clean energy future. One of our efforts is our Workforce Education and Training (WE&T) Program, which develops a longer-term pipeline of local, green job opportunities for our community members.

## Workforce Education and Training

MCE's [Workforce Education and Training](#) (WE&T) Program grows the green economy by supporting local contractors and providing local trainees with access to workforce development opportunities. Since 2020, MCE has partnered with the Association for Energy Affordability (AEA) and Strategic Energy Innovations (SEI) to lower barriers for contractors who are interested in entering the electrification and energy efficiency field. The WE&T program [matches job seekers to contractors](#) within MCE's service area and funds opportunities for paid on-the-job experience. The program also provides benefits to local energy efficiency contractors through green-collar workforce development and no-charge matching with prequalified, trained job seekers.

MCE also offered an online [Electrification Workshop Series](#) focused on solutions for clean energy, energy efficiency, electrification, and climate change. Workshops covered technical topics about new and retrofit electrification projects, heat pump installations, multifamily electrification, and more. An average of 30 contractors attended each training and 4 job seekers have been placed in paid internships with trained electrification contractors.

MCE's workforce development opportunities focus on public-private partnerships to construct local renewable energy projects and install energy efficiency retrofits, EV charging stations, and low-income residential solar. We have partnered with [RichmondBUILD](#), [Marin City Community Development Corporation](#), [Rising Sun Center for Opportunity](#), [Future Build](#), [Association for Energy Affordability](#), [Strategic Energy Innovations](#), and [North Bay Workforce Alliance](#) to provide training for careers in the clean energy economy.

## Workforce Development Achievements

\$3 million reinvested

\$810,000 allocated to local projects

2,250+ job hours and 60 people trained

## Our Partners



**IBEW Local 302**





## PROGRAM HIGHLIGHTS

## EQUITY AND AFFORDABILITY

MCE's programs focus on under served populations by increasing access to bill discounts, energy efficiency upgrades, electrification measures, and clean transportation. MCE's [Home Energy Savings Program](#) has helped 106 homes receive weatherization upgrades, provided free smart thermostats to 207 units, and supplied free energy-saving kits to 774 households. We also help decrease the cost of heat pump water and space heaters which are three times more efficient than gas heaters and eliminate the risk of carbon monoxide leaks.

Income-qualified EV Rebates

MCE offers EV rebates and free customer support to income-qualified customers for the purchase or lease of new EVs.

[MCE's program](#) offers **\$3,500 per vehicle, which stacks with other rebates for up to \$13,750 in incentives on a new vehicle.**

Electrifying transportation reduces tailpipe emissions that, in turn, reduces climate change and the health impacts of toxic air pollution. MCE has helped over 150 qualified customers purchase an EV.

New Community Solar Discount Programs

MCE's [Community Solar Connection and Green Access](#) programs are developing 5.92 MW of new, local, clean energy capacity for customers in [disadvantaged communities \(DACs\)](#). **Both programs offer 100% renewable power and a 20% bill discount while prioritizing customers in the highest scoring DACs and those on the CARE or FERA discount programs.**

The Green Access Program automatically enrolled almost 2,900 customers beginning in September 2021. Customers will be eligible to enroll in Community Solar Connection as early as the end of 2022.

Low-Income Families & Tenants (LIFT) Program

MCE's [LIFT Program](#) provides income-qualifying multifamily property owners and renters with energy-saving and electrification upgrades. **The program reaches hard-to-serve income-qualifying customers outside DACs.**

MCE's LIFT Program has served 865 participating households with more than \$1.1 million in incentives, saving customers an average of \$128 per year on their energy bills.

## PROGRAM HIGHLIGHTS

### ELECTRIFY AND DECARBONIZE

California's clean energy goals have slashed electricity-related emissions, leaving transportation and natural gas usage in buildings to account for more than half of California's carbon footprint today. As our electric grid becomes cleaner, replacing gas appliances with high-efficiency electric models will help lead us to a carbon-free future. MCE's heat pump pilot program showed how homes that replace outdated gas appliances with high-efficiency electric versions save money, reduce emissions, and increase home comfort. Transportation electrification with EVs can cut the cost of fueling a vehicle in half.

#### MCE's EV Charging Program

In California, 40% of emissions come from the transportation sector. MCE's [EV Charging Program](#) offers rebates to multifamily properties and workplaces for EV charging stations; the lack of which is one of the main barriers to EV adoption. Customers can access \$3,000 in rebates per Level 2 charging port installed and \$750 per Level 1 port installed, free technical assistance, and the ability to combine our program with other incentives. Newly installed ports that are enrolled in MCE's Deep Green electricity service receive an additional \$500 incentive for each Level 2 charging port and \$125 for each Level 1 charging port. The MCEv Charging Program has supported the installation of over 1,250 Level 2 EV charging ports; equivalent to 56% of all public Level 2 charging ports in the four counties that MCE serves.



#### [MCE Sync](#)

The MCE Sync pilot will enroll 200 customers who charge their EVs at home and allow MCE to direct their charging patterns. Customers will be given a monthly bill credit for allowing an app to shift their charging times away from the 4–9 p.m. peak hours and toward prime solar production hours.



- ▲ MCE's Chevy Bolt charges at the MCE Solar Charge project at our office in San Rafael, California.

LEARN MORE: [THE NORTH BAY BUSINESS JOURNAL](#)

**[California North Coast Clean Energy Agencies Amp Up Efforts for More Electric Vehicle Chargers](#)**



### Bill Savings

By reducing demand changes and peak pricing

### Resilience

Back-up during power shut-offs or other outage events

### Lower Emissions

Battery aligns with renewable energy sources to reduce carbon emissions

### Grid Health

Participation supports a healthy, reliable local grid

LEARN MORE: CANARY MEDIA

**Can a New Way to Pay for Behind-the-Meter Flexibility Help Prevent Rolling Blackouts in California?**

## PROGRAM HIGHLIGHTS

# RESILIENCY AND RELIABILITY

Energy resiliency depends on a reliable, regular power supply and having contingency measures in the case of a power outage. MCE is working with customers and community partners to ensure access to cleaner backup power resources and make energy resiliency upgrades available to our most vulnerable populations.

## Energy Storage Program

In 2020, MCE launched a \$6 million Energy Storage Program to help alleviate grid outages that disproportionately affect vulnerable populations and threaten our community's safety, health, and welfare. This program aims to deploy 15 MWh of customer-sited battery energy storage for resiliency and load shifting away from peaks. MCE also partnered with our regional Centers for Independent Living to distribute 100 free portable batteries to customers with a life-sustaining medical need for power. These technologies increase resiliency in our communities, helping customers access power when the grid is down and reducing greenhouse gas emissions.



## Peak FLEXmarket

MCE's Peak FLEXmarket Program focuses on payouts to help shift daily load during the summer season. The program will fund the shifting of 20 MW of customer demand out of peak hours (4–9 p.m.) and offer additional incentives for "Resiliency Events" that help decrease the risk of outages during Flex Alerts.

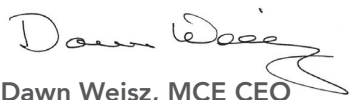


## YEAR IN REVIEW

After celebrating our 10-year anniversary in May 2020, MCE doubled down on our mission, launching new programs to support customers and reduce greenhouse gas emissions in our communities. Here are a few of our accomplishments:

- » As part of MCE's ongoing COVID relief efforts, we have helped over 30,000 residents and small businesses reduce their energy costs through the [MCE Cares Credit](#) and eliminated more than \$1 million of energy debt as part of the [Arrearage Management Program](#).
- » MCE recently launched two new energy equity and affordability programs. [Community Solar Connection and Green Access](#) offer qualifying customers living in a designated disadvantaged community access to 100% renewable energy and a 20% discount on their electricity bills.
- » MCE's [heat pump pilot program](#) showed that replacing outdated gas appliances with high-efficiency electric versions saved customers \$192 a year on their bill, reduced emissions, and increased home comfort.
- » MCE's 2021 Open Season Solicitation included new metrics asking suppliers to consider how their projects meet community needs including prioritizing use of contractors and employees located in DACs, and supporting local training and apprenticeship programs.
- » MCE's transportation electrification efforts have installed over 1,250 Level 2 charging stations around our service area. As a next step in decarbonizing the transportation sector, MCE is exploring the use of solar energy for creating [green hydrogen](#) to fuel fleets in our service area.

We are excited to move into our second decade of service together, fostering the clean energy economy, and building an equitable energy future. The power of MCE is about more than clean energy — it's the power of people over profit; it's community power. We all deserve a fossil-free future that combats climate change and gives us cleaner air to breathe. **The climate is in our hands. What action will you take?**



— Dawn Weisz, MCE CEO



— Tom Butt, MCE Board Chair



▲ Left to right, MCE Board Chair and Mayor of Richmond, Tom Butt; MCE CEO Dawn Weisz; MCE Board Director and Contra Costa County Supervisor, Federal Glover.

MCE is your not-for-profit public electricity provider, offering Bay Area customers renewable energy and local energy programs since 2010.

**Proudly Serving...**

**Contra Costa County**, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, Walnut Creek

**Marin County**, Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, Tiburon

**Napa County**, American Canyon, Calistoga, Napa, St. Helena, Yountville

**Solano County**, Benicia, Fairfield, Vallejo

# COMMIT TO CLEAN ENERGY



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**DRAFT**

**MCE BOARD MEETING MINUTES**  
**Thursday, November 18, 2021**  
**7:00 P.M.**

This Meeting was conducted pursuant to the requirements of [Assembly Bill No. 361](#) (September 16, 2021) which allows a public agency to use teleconferencing during a Governor-proclaimed state of emergency without meeting usual [Ralph M. Brown Act](#) teleconference requirements. Committee Members, staff and members of the public were able to participate in the Committee Meeting via teleconference.

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**Present:** Denise Athas, City of Novato  
Tom Butt, City of Richmond, Board Chair  
Barbara Coler, Town of Fairfax  
Cindy Darling, City of Walnut Creek  
Gina Dawson, City of Lafayette  
David Fong, Town of Danville  
Ford Greene, Town of San Anselmo  
Maika Llorens Gulati, City of San Rafael  
Kevin Haroff, City of Larkspur  
Janelle Kellman, City of Sausalito  
C. William Kircher, Town of Ross  
Teresa Onoda, Town of Moraga  
Tim McGallian, Alternate, City of Concord  
Aaron Meadows, City of Oakley  
Katy Miessner, City of Vallejo  
Leila Mongan, Town of Corte Madera  
Devin Murphy, City of Pinole  
Doriss Panduro, City of Fairfield  
Scott Perkins, City of San Ramon  
Patricia Ponce, City of San Pablo  
Gabriel Quinto, City of El Cerrito  
Matt Rinn, City of Pleasant Hill  
Shanelle Scales-Preston, City of Pittsburg  
Christina Strawbridge, City of Benicia  
Brad Wagenknecht, County of Napa  
Sally Wilkinson, City of Belvedere and City of Mill Valley  
Brianne Zorn, City of Martinez

**Absent:** John Gioia, Contra Costa County  
Katie Rice, County of Marin  
Holli Thier, Town of Tiburon  
John Vasquez, County of Solano

**Staff  
& Others:** Jesica Brooks, Assistant Board Clerk

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John Dalessi, CEO, Pacific Energy Advisor  
Darlene Jackson, Board Clerk  
Vicken Kasarjian, Chief Operating Officer  
Ami Kundaria, Administrative Services Assistant  
Catalina Murphy, Legal Counsel II  
Justine Parmelee, Manager of Administrative Services  
Evelyn Reyes, Administrative Services Assistant II  
Garth Salisbury, Director of Finance and Treasurer  
Enyonam Senyo-Mensah, Office Manager  
Dawn Weisz, Chief Executive Officer

**1. Roll Call**

Chair Butt called the regular meeting to order at 7:00 p.m. with quorum established by roll call.

**2. Board Announcements (Discussion)**

There were no announcements made.

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

Chair Butt opened the public comment period and there were comments made by members of the public Gopal Shanker, Susan Morgan, Walt Bilofsky, and Ken Jones.

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

CEO, Dawn Weisz, reported the following:

- A warm welcome to Director Doriss Panduro, representing the City of Fairfield.
- On the CCA front:
  - CCA in Baldwin Park, Southern California, is moving forward on a planned return of customers to utility service
  - On November 9th, the Stockton City Council voted unanimously to consider Community Choice Energy
- CalCCA, the trade association of 23 CCAs across California will be holding its annual meeting virtually, on Wednesday, December 1<sup>st</sup>.
- On Monday, MCE was able to price its tax-exempt renewable energy prepayment transaction through the California Community Choice Financing Authority. The transaction will save MCE approximately \$2.7 million/year on the three solar projects prepaid in the transaction over the next 6 years.
- MCE's Virtual Holiday Party is being held on Friday, December 3rd.
- Today your Board received a sneak peek of MCE's 2021 Impact Report.

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

- C.1 Approval of 7.15.21 Meeting Minutes
- C.2 Approval of 10.7.21 Meeting Minutes

**DRAFT****C.3 Approved Contracts for Energy Update**

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

Action: It was M/S/C (Wagenknecht/Perkins) to **approve Consent Calendar items C.1 – C.5**. Motion carried by roll call vote. (Absent: Directors Gioia, Rice, Vasquez, and Thier) (Abstained: Director Panduro).

**6. Proposed MCE Rate Adjustment (Discussion/Action)**

Director Scales-Preston introduced the item. Garth Salisbury, Director of Finance and Treasurer, Justin Kudo, Senior Strategic Analysis and Rates Manager, and John Dalessi, CEO at Pacific Energy Advisor, presented the item and addressed questions from Board members.

Chair Butt opened the public comment period and there were comments made by members of the public, Dan Segedin, Brian Lamoreaux, and Marti Roach.

Action: It was M/S/C (Perkins/Greene) to

1. **Recommend the Board direct staff to adjust system average rates on or after January 1, 2022 to achieve a minimum 2% discount relative to PG&E's generation rates, subject to a minimum rate increase of \$0.003/kWh and a maximum rate increase of \$0.02/kWh.**
2. **Direct staff to bring final rate proposal to the next meeting of the MCE Board of Directors for consideration.**

Motion carried by unanimous roll call vote. (Absent: Directors Gioia, and Vasquez).

**7. Form 700 Statements of Interest (Discussion)**

Catalina Murphy, Legal Counsel II, introduced this item and addressed questions from Board members.

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

Action: No action required.

**8. Board Matters & Staff Matters (Discussion)**

Comments were made by Directors Greene, Quinto, and Scales-Preston.

**9. Adjournment**

Chair Butt adjourned the meeting at 8:30 p.m. to the next scheduled Board Meeting on December 16, 2021.

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Attest:

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Dawn Weisz, Secretary





December 16, 2021

TO: MCE Board of Directors

FROM: Bill Pascoe, Power Procurement Manager

RE: Approved Contracts for Energy Update (Agenda Item #05 C.2)

Dear Board Members:

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**SUMMARY:** This report summarizes contracts for energy procurement entered into by the Chief Executive Officer and if applicable, the Chair of the Technical Committee since the last regular Board meeting in November. This summary is provided to your Board for information purposes only, and no action is needed.

Review of Procurement Authorities

In March 2018, your Board adopted Resolution 2018-03 which included the following provisions:

*The CEO and Technical Committee Chair, jointly, are hereby authorized, after consultation with the appropriate Committee of the Board of Directors, to approve and execute contracts for Energy Procurement for terms of less than or equal to five years. The CEO shall timely report to the Board of Directors all such executed contracts.*

*The CEO is authorized to approve and execute contracts for Energy Procurement for terms of less than or equal to 12 months, which the CEO shall timely report to the Board of Directors.*

The Chief Executive Officer is required to report all such contracts and agreements to the MCE Board of Directors on a regular basis.

<i>Item Number</i>	<i>Month of Execution</i>	<i>Purpose</i>	<i>Average Annual Contract Amount</i>	<i>Contract Term</i>
1	June, 2021	Purchase of Resource Adequacy	\$407,500	Under 1 Year
2	October, 2021	Purchase of Resource Adequacy	\$2,185,313	Over 5 Years
3	October, 2021	Purchase of Resource Adequacy	\$2,115,000	Over 5 Years
4	November, 2021	Purchase of Resource Adequacy	\$303,870	1-5 Years
5	November, 2021	Sale of Resource Adequacy	\$466,658	1-5 Years
6	November, 2021	Sale of Resource Adequacy	\$120,000	Under 1 Year
7	November, 2021	Sale of Resource Adequacy	\$78,000	Under 1 Year
8	November, 2021	Sale of Resource Adequacy	\$85,000	Under 1 Year

**Contract Approval Process:** Energy procurement is governed by MCE's Energy Risk Management Policy as well as Board Resolutions 2018-03, 2018-04, and 2018-08. The Energy Risk Management Policy (Policy) has been developed to help ensure that MCE achieves its mission and adheres to its procurement policies established by the MCE Board of Directors (Board), power supply and related contract commitments, good utility practice, and all applicable laws and regulations. The Board Resolutions direct the CEO to sign energy contracts up to and including 12 months in length.

The evaluation of every new energy contract is based upon how to best fill MCE's open position. Factors such as volume, notional value, type of product, price, term, collateral threshold and posting, and payment are all considered before execution of the agreement.

After evaluation and prior to finalizing any energy contract for execution, an approval matrix is implemented whereby the draft contract is routed to key support staff and consultants for review, input, and approval. Typically, contracts are routed for commercial, technical, legal and financial approval, and are then typically routed through the Chief Operating Officer for approval prior to execution. The table below is an example of MCE staff and consultants who may be assigned to review and consider approval prior to the execution of a new energy contract or agreement.

<i>Review Owner</i>	<i>Review Category</i>
Lindsay Saxby (MCE Director of Power Resources)	Procurement / Commercial
John Dalessi/Brian Goldstein (Pacific Energy Advisors)	Technical Review
Steve Hall (Hall Energy Law)	Legal
Garth Salisbury (MCE Director of Finance)	Credit/Financial

Vicken Kasarjian (MCE, Chief Operating Officer)	Executive
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**Fiscal Impacts:** Expenses and revenue associated with these Contracts and Agreements that are expected to occur during FY 2021/22 are within the FY 2021/22 Operating Fund Budget. Expenses and revenue associated with future years will be incorporated into budget planning as appropriate.

**Recommendation:** Information only. No action required.



December 16, 2021

TO: MCE Board of Directors

FROM: Lois Smith, Customer Programs Manager

RE: Fourth Agreement by and Between Marin Clean Energy and Strategic Energy Innovations (Agenda Item #05 C.3)

ATTACHMENT: Proposed Fourth Agreement by and Between Marin Clean Energy and Strategic Energy Innovations

MCE Board of Directors:

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**SUMMARY:** The proposed Fourth Agreement by and Between MCE and Strategic Energy Innovations ("SEI") would allow SEI to continue to implement MCE's Workforce, Education and Training Program by providing a pathway for qualified job seekers ("Trainees") to on-the-job training opportunities with energy industry contractors ("Contractors"). SEI would continue to manage Trainee development with educational partners, recruit Trainees to the program, and coordinate on-the-job training opportunities with Contractors currently participating in MCE's energy efficiency and electrification programs.

SEI's continued scope of work would include: Collaborating with Program partners, including Association for Energy Affordability, MCE, and energy trade educators; recruiting Trainees to the Program; managing all aspects of the on-the-job training program for Trainees; and providing instructional and curriculum design support to energy trade educators.

The proposed Agreement would be active through March 31, 2024 and the not to exceed contract value is \$606,740.

**Fiscal Impacts:** Expenditures related to the proposed Fourth Agreement would be funded entirely from the energy efficiency program funds allocated by the California Public Utilities Commission.

**Recommendation:** Approve the Proposed Fourth Agreement by and between Marin Clean Energy and Strategic Energy Innovations

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT  
FOURTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND STRATEGIC ENERGY INNOVATIONS INC.**

**THIS Fourth AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_ by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and Strategic Energy Innovations, a California corporation with principal address at: 100 Smith Ranch Road, Suite 124, San Rafael, California 94903, United States (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

**RECITALS:**

**WHEREAS**, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

**WHEREAS**, Contractor desires to provide the Services to MCE;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

**2. 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 ("Term"). Contractor shall provide MCE with Contractor's 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 ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

**3. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$606,740**.

**4. TERM OF AGREEMENT:**

This Agreement shall commence on **January 1, 2022** ("Effective Date") and shall terminate on **March 31, 2024**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

**5. REPRESENTATIONS; WARRANTIES; COVENANTS:**

- 5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor represents, warrants and covenants that (a) it is a corporation duly organized, validly existing and in good standing under the laws of the State of **California**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it 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, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.
- 5.2. COMPLIANCE WITH APPLICABLE LAW.** At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law")
- 5.3. LICENSING.** At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.
- 5.4. NONDISCRIMINATORY EMPLOYMENT.** Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and



agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

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

## **6. INSURANCE:**

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage 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, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

- 6.1. GENERAL LIABILITY.** The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **two million dollars (\$2,000,000) with a four million dollar (\$4,000,000) aggregate limit**. "Marin Clean Energy" 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).
- 6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that 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, it shall comply with this requirement and 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 Services.

## **6.4. INTENTIONALLY OMITTED**

## **7. RESERVED**

## **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 expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly 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'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 monies to any Subcontractor.

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

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term 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 request 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.

#### **10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

##### **10.1. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's 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, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor 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 Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor 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.
- b) **Intellectual Property.** Contractor will retain copyright and ownership of pre-existing curriculum materials and program resources ("Contractor Materials", listed in Exhibit C), including the pre-existing materials that are modified and adapted for MCE purposes ("Modified Contractor Materials") and for those materials newly created and developed for MCE ("New Materials") during the course of this Agreement. Contractor hereby grants to MCE a perpetual, non-exclusive, irrevocable, royalty free, transferable, no-charge license to use, display, modify, excerpt, and reproduce the Modified Contractor Materials and New Materials ("License") as reasonably necessary for MCE to receive the benefit of Contractor's Services. Neither party may use the Modified Contractor Materials or New Materials that include the name or logo of the other party without obtaining that parties' written permission. Contractor further agrees to provide MCE with any updates to the Modified Contractor Materials and New Materials which shall be subject to the License terms. Contractor will ensure and make available the latest versions and all updates to the Modified Contractor Materials and New Materials, as well as provide MCE the tracking and reporting of updates and distribution of such materials during and beyond the term of the Agreement. Beyond the term of the Agreement, Contractor Materials will be provided for a nominal license fee to be agreed to by the parties, but Modified Contractor Materials and New Materials will continue to be offered at no cost to Training Service Providers. Upon termination of this Agreement, Contractor agrees to provide MCE with electronic copies of all Modified Contractor Materials and New Materials created under this Agreement. For clarity, notwithstanding any terms in this Agreement or any confidentiality agreements between the parties, MCE has no obligation to delete or return the Modified Contractor materials and new Materials.

**10.2. EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Materials, in addition to any other rights and remedies that it may have at law or otherwise.

#### **11. FORCE MAJEURE:**

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as

floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

## **12. TERMINATION:**

- 12.1.** If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.
- 12.2.** 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 Party and be sent by registered mail or by email to the email address listed in Section 19.
- 12.3.** In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up 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 Agreement. Contractor 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, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.
- 12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- 12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6.** Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.
- 12.7.** Notwithstanding the foregoing, 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 order or directive.
- 12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24 and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

## **13. 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.

## **14. AMENDMENT; NO WAIVER:**

This Agreement may be amended or modified only by written agreement of the Parties. 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.

## **15. 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 Contractor'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 Contractor 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 Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. 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.

## **16. 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.

## **17. INDEMNIFICATION:**

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and

injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

# **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 MCE's Joint Powers Agreement, MCE 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. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with 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.: (925) 378-6767

Notices shall be given to Contractor at the following address:

Contractor: Sophia Zug

Address: 100 Smith Ranch Rd, Suite 124, San Rafael, California, 94903,  
United States

Email Address: sophia@seiinc.org

Telephone No.: 415-507-1797

# **20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. 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 shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services		
<u>EXHIBIT B.</u>	X	Fees and Payment		
<u>EXHIBIT C.</u>	X	SEI Pre-Existing Contractor Materials		

# **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. INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

**23. TIME:**

Time is of the essence in this Agreement and each and all of its provisions.

**24. THIRD PARTY BENEFICIARIES:**

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

**25. FURTHER ACTIONS:**

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**26. PREPARATION OF AGREEMENT:**

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

**27. 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:

Name:

Name: Stephen Miller

Title:

Title: Deputy Director

Date:

Date:

By:

Chairperson

Date:

**MODIFICATIONS TO STANDARD SHORT FORM**

☐ **Standard Short Form Content Has Been Modified**

**List sections affected:** Sections 10.1, and 10.2

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

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

## EXHIBIT A SCOPE OF SERVICES

Contractor shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

### **Timeline: January 1, 2022 - March 31, 2024**

Contractor will provide the following implementation services as requested and directed by MCE staff for MCE's Workforce Education and Training Program ("Program").

Tasks included in this scope are:

1. Collaboration and coordination with MCE and Program partners.
2. Management of on-the-job Participant program.
3. Instructional design and support for training programs.
4. Project management.

The Program aims to create a supportive pathway for individuals from high quality training programs ("Participant(s)") into energy industry employment ("Potential Employer(s)"). There are two distinct, simultaneous portions of the Program: the Participant portion and the Potential Employer portion. Contractor will help manage and oversee the Participant portion of the Program.

### **Task 1: Collaboration and Coordination with MCE and Program Partners**

Contractor will help manage collaboration among program partners ("Partners") which currently include MCE, the Association for Energy Affordability ("AEA"), training providers ("Training Provider(s)"), wrap-around service providers, and Potential Employers.

Deliverables:

- Conduct regular, as needed check-ins between Contractor and AEA to coordinate on-the-job participant program;
- Develop and manage regular, as needed check-ins among all Training Providers and Contractor to coordinate training and continued support efforts;
- Conduct regular, as needed check-ins between MCE and Contractor to: update MCE on status of Task 1 ongoing activities, discuss any areas of concern, request input from MCE.

### **Task 2: Management of On-the-Job Participant Program**

Contractor will work with Potential Employers to manage the on-the-job participant program, and will serve as the employer of record, HR manager, and manager of on-the-job training program for Participants .

As on-the-job training program manager, Contractor will support the on-the-job participant program by completing the following subtasks:

- Potential Employer Coordination:
  - Work with pre-vetted Potential Employers to identify positions for Participants (Vetting of Potential Employers to be provided by AEA).
  - Develop a job description for each Participant position by identifying the key skills and roles Potential Employers are seeking in each Participant position.
  - Coordinate with the Potential Employers to determine Potential Employer's ideal role in the hiring process. Facilitate Potential Employers' selection process by providing: resume and cover letters of Participant candidates.
- Participant Recruitment:
  - Develop collateral for Participant positions so that the positions are marketable to Participants, as needed.
  - Support recruitment of Participants, from training partner programs and beyond, as needed. Strategies will include events and outreach to training partners, posting job descriptions to portals such as Indeed, and working with community partners such as WIBs and the Marin Community Development Corporation to attract applicants.
- Participant Hiring and Support:
  - With assistance as-needed from Potential Employers, develop a Participant Offer Letter.
  - Collect required documents from Participants including resumes, signed Participant Offer Letter, and hiring paperwork; conduct Participant candidate screenings.
  - Match Potential Participants with individual Potential Employers.
  - Support Participant candidates with soft skills development, including building the Participant candidates' resumes, skills, experience talking points, and ability to build industry relationships.
  - Serve as the employer of record for the Participants once Participant candidates are hired as Participants. As employer of record, Contractor takes on the Human Resources and legal responsibility for the Participants.

- The budget for this Task, discussed in Exhibit B, includes costs associated with participant payroll, taxes, insurance, timecard service fees, background checks and fingerprinting, and travel costs for required on-the-job Participant program events and trainings should events and trainings become necessary.
- Contractor shall also process hiring paperwork, pay the Participants over the course of their on-the-job training, send out employment letters and notices, and address any and all Human Resources issues that arise.
- Coordinate with Training Providers and wrap-around service providers to support Participants on a personalized basis by providing continued, as needed services such as: assistance with expunging a criminal record, assistance with securing a driver's license, assistance improving English language skills, providing job site transportation support, connecting Participants with food and housing security services, and/or providing Participants with professional clothing, tools, and footwear that are required for the Participant to participate in the Program.

**Deliverables:**

- Support 38 Participants with paid employment for an average of 160 hours for each Participant at pay ranging from \$18-\$23 per hour (hourly rate per Participant to be determined by Contractor based on employer entry rate of pay).

**Task 3: Instructional Design and Support for Training Service Providers**

Contractor will work with MCE, AEA, and selected Training Service Providers to review curriculum provided by Training Service Providers and identify opportunities for continuous improvement. Contractor will collaborate with Training Providers faculty/instructors to enhance the quality of academic programming and training through two curriculum improvement projects with Contractor staff time, leveraging pre-existing curriculum, grants for faculty time for curriculum improvement, and support for faculty implementation of academic projects through co-instruction.

**Deliverable:**

- Oversee at least two curriculum improvement projects to completion.

**Task 4: Project Management**

In the middle of each month, Contractor will provide a monthly status report to MCE staff that include Program accomplishments, status of Task completion, and descriptions of each expense and hours spent the previous month.

**Deliverables:**

- Monthly status reports.

**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:

Task 1 budget: \$80,954  
Task 2 budget: \$478,430  
Task 3 budget: \$38,076  
Task 4 budget: \$9,280

**Budget Breakdown by Year**

Task		2022	2023
Collaboration and Coordination with MCE and Program Partners	1	\$40,477	\$40,477
Management of On-the-Job Participant Program	2	\$239,215	\$239,215
Instructional Design and Support for Training Service Providers	3	\$19,038	\$19,038
Project Management	4	\$4,640	\$4,640
<b>Budget by Year</b>		<b>\$303,370</b>	<b>\$303,370</b>
<b>Total Budget</b>		<b>\$606,740</b>	

**Contractor Staff Rates**

Title	Rate
Executive Director	\$224
Deputy Director	\$206
Senior Director	\$192
Director	\$185
Manager	\$165
Associate Manager	\$138
Coordinator	\$122
Associate Coordinator	\$102
Senior Non-Profit Leadership Fellow	\$96
Non-Profit Leadership Fellow	\$90

Contractor will bill MCE monthly based on the number of hours and materials expended for the previous month. Contractor will provide an itemized invoice that includes specific hours and materials expended per Task within the Program for the previous month, however MCE will not be obligated to pay the invoice unless and until MCE has reviewed and accepted the monthly status report provided by Contractor at the beginning of each month, and confirmed that the hours and materials itemized in the invoice matches the work described in the monthly status reports. In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$606,740** for the term of the Agreement.



## EXHIBIT C

### SEI Pre-Existing Contractor Materials

The training materials below have been developed by and are exclusively owned by the Consultant.

1. Home Energy Assessment (SEI copyright 10/21/13)
2. Home Water Assessment (SEI copyright 11/20/13)
3. School Energy Assessment (SEI copyright 2/7/13)
4. School Water Assessment (SEI copyright 1/29/13)
5. Low Flow Toilet Assessment (SEI copyright 10/6/14)
6. School Transportation Assessment (SEI copyright 11/5/14)
7. Eco Audit (SEI copyright 4/24/13)
8. School Solar Analysis (SEI copyright 10/9/13)
9. Home Solar Analysis (SEI copyright 9/10/14)
10. Solar USB Charger (SEI copyright 2/12/15)
11. Solar Water Heating (SEI copyright 5/1/15)
12. Aquaponics (SEI copyright 10/28/15)
13. Watersheds & Public Water Systems (SEI copyright 7/24/15)
14. Biomimicry (SEI copyright 10/30/15)
15. Engineering Aquatic Ecosystems (SEI copyright 9/21/15)
16. Climate Change (SEI copyright 12/1/18)
17. Air Quality (SEI copyright 3/3/2020)
18. Sustainability Certificates: Energy (SEI copyright 1/15/13), Green Building (SEI copyright 1/29/13), Green Transportation (SEI copyright 4/11/13), Energy Auditing (SEI copyright 10/29/13), Solar (SEI copyright 11/9/15), Sustainable Enterprise (SEI copyright 10/23/13), and Zero Net Energy (SEI copyright 1/3/16)
19. Energy Conservation Competition Resources: Competition Launch Lesson Plan (High school & Elementary), Student Team Competition Intro Lesson PowerPoint, Competition Participation Guide, SEI Walk-Through Audit Guide, Energy Conservation Action Plan Template, Competition Action Ideas, and PowerPoint Template Energy Competition Presentation to School Community (SEI copyright 2/20/15)
20. The Energy Challenge Resources: Energy Challenge Participant Portal (English/Spanish), Challenge 1: Energy, People, & the Planet (English/Spanish), Challenge 2: Energy Around Me Scavenger Hunt (English/Spanish), Challenge 3: Energy Conservationist (English/Spanish), Challenge 4: Saving Energy in my Community (English/Spanish), Conservation Campaign Toolkit including: social media graphics, action planning templates, & energy saving tips (SEI copyright 7/1/20)
21. Earth Day Campaign Contest Resources: Campaign Launch Lesson Teacher Guide, Teacher Introduction Lesson Powerpoint, Earth Day Campaign Participant Guide, Student Slides for Sustainability Topics, Campaign Planning Guide, Pledge Form for Students, Earth Day Campaign Rubric, Distance Learning Curriculum (air quality, energy auditing, transportation, waste, and water conservation guides) (SEI copyright 7/1/20)
22. Guides: Energy Conservation Guide (SEI copyright 10/17/13), School Zero Waste Guide (SEI copyright 6/26/15), School Sustainability Policy (SEI copyright 9/18/14), and Sustainability Fair Guide (SEI copyright 10/24/13), and Water Conservation Guide (SEI copyright 2/1/16)
23. Distance Learning Curriculum: Introduction to Climate Change (SEI copyright 6/1/20), Introduction to Energy Auditing (SEI copyright 6/1/20), Renewable Energy (Hydro Power) (SEI copyright 6/1/20), Air Quality (SEI copyright 6/1/20), Air Quality Science 101 Curriculum (SEI copyright 6/1/20), Waste Analysis 101 Curriculum (SEI copyright 6/1/20), Solar Design 101 Curriculum (SEI copyright 6/1/20), Water Conservation Specialist 101 Curriculum (SEI copyright 6/1/20), Transportation Analyst 101 Curriculum (SEI copyright 6/1/20), Energy Consulting 101 Curriculum, (SEI copyright 6/1/20)
24. Elementary & Middle School Resources: School Energy Audit Grades 4-8 (SEI copyright 4/3/12), Protect Your Climate Grade 4-5 (SEI copyright 7/19/12), Sustainability Curriculum Grades K-1 (SEI copyright 7/31/14), and Sustainability Curriculum Grades 2-3 (SEI copyright 10/17/15), Climate Change Curriculum Grades 4-5 (SEI copyright 6/30/20), Waste and the 4 R's Curriculum Grades 4-5 (SEI copyright 6/30/20), Exploring Water Curriculum Grades 4-5 (SEI copyright 6/30/20), Food and Agriculture Curriculum Grades 4-5 (SEI copyright 6/30/20), and Exploring Solar Energy Curriculum Grades 4-5 (SEI copyright 6/30/20)
25. Innovations in Green Technology, Energy and Environmental Design, and Sustainable Urban Planning Courses: CTE Energy, Environment, & Utilities courses (SEI copyright 8/15/15)
26. SEI Energy & Solar Monitoring Tool (SEI copyright 8/19/13)
27. Making the Financial Case for Sustainability Investments (SEI copyright 5/31/13)
28. Sustainable Practices Certificate Program (SEI copyright 4/25/2008)
29. Energy Innovation Center Tour Guide (SEI copyright 2/3/2014)
30. Clean Energy Technology Management Certificates and Degree (SEI copyright 5/5/2012)
31. Solar Installation and Integration Course (SEI copyright 7/9/2008)
32. Introduction to Clean Energy Concepts Course (SEI copyright 2/9/2010)
33. Solar Design, Estimation and Sales Course (SEI copyright 3/17/2010)

34. West Valley College Green Building and Energy Auditing Courses (SEI copyright 11/9/2009)
35. Internship Administration Resources: Community Partner Agreement Template, Internship Application Cover Page, Internship Job Description Template, Internship Candidate Interview Script and Questions, Professionalism in the Workplace Presentation, Internship Scope Template, Internship Orientation Presentation, Introduction to Energy Systems Training Presentation, Intern Timecard System User Guide, Intern Poster Template (SEI copyright 7/1/20)



December 16, 2021

TO: MCE Board of Directors

FROM: Diana Chou, Customer Programs Manager

RE: Proposed Sixth Agreement with The Energy Alliance Association (Agenda Item #05 C.4)

ATTACHMENT: Proposed Sixth Agreement with TEAA

MCE Board of Directors:

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## **SUMMARY:**

The proposed Sixth Agreement with The Energy Alliance Association ("TEAA") would provide a continuation of services to MCE for implementation of a subset of the commercial energy efficiency program in 2022 and 2023.

## **Background:**

MCE has contracted with TEAA for support of its commercial energy efficiency program since March 2017. In December 2020, the Executive Committee approved the Fifth Agreement with TEAA to continue services through 2021. TEAA is an important driver in achieving program impacts, with a unique focus on small and medium businesses who may need tailored services and support in developing projects.

The proposed Sixth Agreement with TEAA would expand in budget and duration, from one to two years. TEAA would be compensated on a pay-for-performance basis, at \$0.22 per net kWh saved, and \$0.80 per net therm saved. The contract value would not exceed \$842,175.

**Fiscal Impacts:** Expenditures related to the proposed Sixth Agreement with TEAA would be funded completely from energy efficiency program funds allocated by the California Public Utilities Commission.

**Recommendation:**

Approve the proposed Sixth Agreement with TEAA.

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT  
SIXTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND THE ENERGY ALLIANCE ASSOCIATION, INC. (TEAA)**

**THIS SIXTH AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_ by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and THE ENERGY ALLIANCE ASSOCIATION, INC. (TEAA), a California s-corporation with principal address at: 1415 Fulton Road, Suite 476, Santa Rosa, CA 95403 (hereinafter referred to as "Implementer") (each, a "Party," and, together, the "Parties").

**RECITALS:**

**WHEREAS**, MCE desires to retain Implementer to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

**WHEREAS**, Implementer desires to provide the Services to MCE;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SCOPE OF SERVICES:**

Implementer agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Implementer pursuant to this Agreement.

**2. 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 ("Term"). Implementer shall provide MCE with Implementer's 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 ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

**3. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$842,175**.

**4. TERM OF AGREEMENT:**

This Agreement shall commence on **January 1, 2022** ("Effective Date") and shall terminate on **March 31, 2024**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

**5. REPRESENTATIONS; WARRANTIES; COVENANTS:**

**5.1. IMPLEMENTER REPRESENTATIONS AND WARRANTIES.** Implementer represents, warrants and covenants that (a) it is a s-corporation duly organized, validly existing and in good standing under the laws of the State of **California**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it 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, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

**5.2. COMPLIANCE WITH APPLICABLE LAW.** At all times during the Term and the performance of the Services, Implementer shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law")

- 5.3. LICENSING.** At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates 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.
- 5.4. NONDISCRIMINATORY EMPLOYMENT.** Implementer shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Implementer understands and agrees that Implementer is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.
- 5.5. PERFORMANCE ASSURANCE; BONDING.** At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all bonding requirements of the California Implementers State License Board ("CSLB"), 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.
- 5.6. SAFETY.** At all times during the performance of the Services, Implementer represents, warrants and covenants that it shall:
- 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;
  - abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
  - abide by MCE's standard safety program contract requirements as may be provided by MCE to Implementer from time to time;
  - 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;
  - 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;
  - be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
  - monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.
- 5.7. BACKGROUND CHECKS.**
- Implementer hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Implementer (each, a "Implementer Party," and, collectively, the "Implementer Parties") 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 perform the Services.
  - 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 perform the Services, or at any time after the individual's date of, assignment to perform the Services, 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 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)).
  - 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.
  - 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 shall also immediately prevent that employee, representative, or agent from performing any Services.

**5.8. 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 the Services properly and safely. Implementer shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to 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.

**5.9. QUALITY ASSURANCE PROCEDURES.** Implementer shall comply with the requirements listed in Exhibit A (the "Quality Assurance Procedures"). Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

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

**5.11. ACCESS TO CUSTOMER SITES.** Implementer shall be responsible for obtaining any and all access rights for Implementer Parties, 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, agents, designees and contractors to inspect the Services.

## **6. INSURANCE:**

At all times during the Term and the performance of the Services, Implementer shall maintain the insurance coverages set forth below. All such insurance coverage 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, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Implementer. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Implementer's indemnification obligations in Section 17 of this Agreement.

Should Implementer fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Implementer for any Services provided during any period of time that insurance was not in effect and until such time as the Implementer provides adequate evidence that Implementer has obtained the required insurance coverage.

**6.1. GENERAL LIABILITY.** The Implementer shall maintain a commercial general liability insurance policy in an amount of no less than **two million dollars (\$2,000,000) with a four million dollars (\$4,000,000)** aggregate limit. "Marin Clean Energy" 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).

**6.3. WORKERS' COMPENSATION.** The Implementer acknowledges that 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, it shall comply with this requirement and 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 Services.

## **6.4. INTENTIONALLY OMITTED**

**6.5. PRIVACY AND CYBERSECURITY LIABILITY.** Implementer shall maintain 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.

**7. 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.

**8. SUBCONTRACTING:**

The Implementer 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 expressly identified herein in Exhibit A. If Implementer hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Implementer shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Implementer contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Implementer under this Agreement, and shall name MCE as an additional insured under such policies. Implementer shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Implementer shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Implementer shall promptly 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'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 monies to any Subcontractor.

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

Implementer shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term 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 Implementer's premises or, at MCE's option, Implementer shall provide all records within a maximum of fifteen (15) days upon receipt of written request 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.

**10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

- 10.1. 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, manuals, 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 **March 9, 2017**.

**10.2. 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 federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

**10.3. 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 (available upon request) 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 **March 9, 2017**, and as set forth in MCE Policy 001 - Confidentiality. 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.

**10.4. 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 MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

**10.5. RETURN OF MCE DATA.** Promptly after this Agreement terminates, (i) Implementer shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any), provided that Implementer’s attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

**10.6. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE’s Data.
- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Implementer or any Implementer Party under this Agreement (“Intellectual Property”), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, 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 MCE’s respective customers. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Implementer or to any other party. Implementer shall, at MCE’s expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Implementer may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Implementer may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall 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 Intellectual Property.
- d) **Implementer’s Pre-Existing Materials.** If, and to the extent Implementer retains any preexisting ownership rights (“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. For the avoidance of doubt, Implementer shall retain all of its rights, title and interest in Implementer’s proprietary calculator titled “TEAA Proprietary Excel Calculator” used in the performance of this Agreement. 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.

**10.7. EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and Implementer shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Implementer's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

## **11. FORCE MAJEURE:**

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

## **12. TERMINATION:**

**12.1.** If the Implementer fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Implementer.

**12.2.** 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 Party and be sent by registered mail or by email to the email address listed in Section 19.

**12.3.** In the event of termination not the fault of the Implementer, the Implementer shall be paid for Services performed up 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 Agreement. 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 Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.

**12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

**12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.

**12.6.** Upon 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 and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.

**12.7.** Notwithstanding the foregoing, 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 order or directive.

**12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24 and Exhibit B of this Agreement and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

**13. ASSIGNMENT:**

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 MCE.

**14. AMENDMENT; NO WAIVER:**

This Agreement may be amended or modified only by written agreement of the Parties. 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.

**15. 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. 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.

**16. 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.

**17. INDEMNIFICATION:**

To the fullest extent permitted by Applicable Law, Implementer shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Implementer Parties; b) the failure of a Implementer Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Implementer Party.

**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 MCE's Joint Powers Agreement, MCE 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. No Implementer Party shall have rights and nor shall any Implementer Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with 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 San Rafael, CA 94901
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Email Address:	contracts@mcecleanenergy.org
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Telephone No.:	(925) 378-6767
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Notices shall be given to Implementer at the following address:

Implementer:	Katie Moore
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Address:	1415 Fulton Road #476 Santa Rosa, California 95403
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Email Address:	katie@teaa.net
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Telephone No.:	(707) 542-3171
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**20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. 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 shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>IMPLEMENTER'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services		
<u>EXHIBIT B.</u>	X	Fees and Payment		
<u>EXHIBIT C.</u>	X	Energy Efficiency Program Terms		

The terms set forth in Exhibit C shall apply to all Implementer Parties providing Services under the Commercial Energy Efficiency Program.

**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. INDEPENDENT CONTRACTOR:**

Implementer is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Implementer Party. Neither MCE nor any Implementer Party will have the

power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

**23. TIME:**

Time is of the essence in this Agreement and each and all of its provisions.

**24. THIRD PARTY BENEFICIARIES:**

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

**25. FURTHER ACTIONS:**

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**26. PREPARATION OF AGREEMENT:**

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

**27. 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:**

**IMPLEMENTER:**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

By:

Chairperson

Date:

**MODIFICATIONS TO ENERGY EFFICIENCY STANDARD SHORT FORM**

☒ **Standard Short Form Content Has Been Modified**

**List sections affected:** Section 10.6(d)

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Implementer will provide the following program implementation services as requested and directed by MCE Customer Programs staff for MCE's nonresidential energy efficiency program, up to the maximum time/fees allowed under this Agreement.

#### **Program overview**

**Timeline: January 1, 2022 through December 31, 2023**

Implementer will implement MCE's commercial efficiency program (the "Program"), as outlined in Exhibit A. This scope of work summarizes requirements and expectations of Implementer as an implementer of the Program, covering administration, project development, evaluation, promotion of commercial energy efficiency programs, and coordination with other program implementers who work alongside Implementer.

#### **Task 1: Maintenance of a pre-qualified products list**

**Timeline for completion: Initial version due by January 17th of 2022 and 2023, updates will be completed as needed**

Implementer will maintain, in coordination with MCE, a pre-qualified products list that will include approved products and/or measures for inclusion in the Program. This list will be revised and/or updated as required by California Public Utility Commission ("CPUC") rules, MCE direction, and/or input from Implementer. Vendors who participate in the Program will utilize approved equipment, and Implementer will conduct regular review of vendor pricing.

#### **Task 2: Management Plan of Customer Incentives, Rebates and Project Pricing**

**Timeline for completion: Ongoing**

Implementer will develop a management plan of its project portfolio to deliver projects using both Deemed (via workpapers) and Customized (via Implementer calculated savings), and meter-based (normalized metered energy consumption or "NMEC") savings strategies to achieve the targeted average customer incentive payment rate.

The total customer incentive budget is \$641,610. Implementer shall develop an incentive structure and submit to MCE by mid-January each year. Average incentive rates are subject to change as directed by MCE and noticed to Implementer.

All projects with anticipated customer incentive payments of over \$25,000 are to be sent to MCE Customer Programs staff for review prior to installation. If these projects are not approved in writing by MCE Customer Programs staff before installation, MCE cannot guarantee the payment of the Implementer's quoted customer incentive or Implementer's performance fees.

Implementer shall conduct a due diligence review of all quoted and invoiced pricing from participating vendors who install projects at customer facilities. Implementer's review and project verification shall include vetting for eligibility: (i) the project specifications, (ii) the products used, (iii) equipment pricing, which may include requesting wholesale price sheets for comparisons, and (iv) the net first year energy savings calculated for the project. Projects where equipment price is beyond 140% of distributor/wholesale pricing shall be questioned by Implementer, and may not be covered by MCE incentives. Implementer is expected to act as an advocate for the customer, advocating for lower costs wherever possible.

For all project leads that are generated by MCE or Implementer and have an anticipated incentive of over \$2,000, a minimum of two (2) competitive bids must be received for the project.

Acceptable claims types may include deemed calculations and custom calculations. Once available to the Program as an approved savings methodology and when MCE deems appropriate, meter-based savings may also be used as the basis for savings claims.

#### **Task 3: Qualify and Manage Vendors**

**Timeline for completion: Ongoing**

Implementer must perform vendor qualification, training, and management using existing processes. Implementer's screening of vendors includes an application, verification of California contractor's license, and verification of insurance (general liability, auto, workers' compensation) coverage. Enrolled vendors receive support and training, including an initial one-on-one training with Implementer as well as ongoing support. Program vendors may be assigned individual projects, and/or they may bring in their own project leads.

Implementer will also provide support to customers or facilities managers who opt to self-install a project or otherwise complete a project without a vendor's involvement.



Quality Assurance: Implementer will inspect 100 percent of completed projects. If any vendor receives a poor customer satisfaction review or unsatisfactory inspection results from a project, they may be suspended from Program participation.

#### **Task 4: Coordinate with other Programs and/or Contractors**

**Timeline for completion: Ongoing**

At the direction of MCE Customer Programs staff, Implementer will coordinate and cooperate with other energy efficiency programs and/or other Program contractors to streamline Program delivery, reduce customer confusion, and align measures and customer incentives as directed by MCE Customer Programs staff. This may result in a request by MCE to limit scope of services (by geographic area served, or targeted measures), or to focus services in specific areas.

#### **Task 5: Program Operations**

**Timeline for completion: Ongoing**

Implementer will employ a customer engagement program strategy which leverages direct customer outreach, contractor-sourced customer enrollment, and referrals. The key elements are listed below in chronological order:

- Lead Generated
- Customer Contact Sequence
  - Introductions
  - Discuss efficiency program details
  - Schedule a site visit
  - Complete Access Agreement form
- Site Visit
  - Perform detailed audit/survey
  - Obtain copy of utility bill
  - Determine building type and usage data
  - Obtain customer objectives, areas of concern/importance
  - Discuss Program details and respond to questions
- Generate Proposal
  - Data entry
  - Obtain pricing
  - Generate written proposal
- Presentation of Proposal to Customer
- Installation
- Verification
- Monthly reporting

#### **Task 6: MCE & CPUC Reporting**

**Timeline for completion: Ongoing**

Implementer will submit application paperwork to MCE in accordance with MCE's current reporting practices. Such Monthly Reporting documentation will include:

- Monthly Invoice
- Monthly Reporting (MCE's mandatory sections), Running totals of projects and a Monthly Report
- Scanned project paperwork as required by MCE program managers.

Reporting practices will change as MCE launches a project management platform, for which Implementer will use a tailored portal to enter in new project details, which will be updated through various project stages through to the final invoicing and payment. The platform will capture key project details based on Implementer's input, which MCE staff will then use for reporting needs. In addition, Contractor will report the quarterly data to external reviewers, which covers:

- Claims
- Contract Claim
- Contact Info
- Custom Measures
- Deemed Measures
- Program Cost
- Site claims
- Site-PII Claims
- Water Measures

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

For program implementation services provided under this Agreement, MCE shall pay Implementer a performance fee for net kWh savings claimed with the CPUC, in accordance with the following payment schedule:

<i>Cost Item</i>	<i>Unit Cost</i>	<i>Unit</i>	<i>Estimated Total Cost (NTE)</i>
Program Performance Fees* per net kWh saved	\$0.22	kWh	N/A
Program Performance Fees* per net therm saved	\$0.80	therm	N/A
Total Contract (NTE)			\$842,175
*Performance fees will be invoiced and paid on a monthly basis, with an annual true-up to account for revisions to final savings claims, based on MCE, EM&V and/or CPUC review. This payment is predicated upon substantial progress or completion, as applicable, of the Tasks set forth in Exhibit A.			

Implementer shall bill MCE monthly. In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$842,175** for the term of the Agreement.

## EXHIBIT C

### Energy Efficiency Program Terms

The terms below shall apply to all Implementer Parties providing Services under the Commercial Energy Efficiency Program ("Program").

#### **1. 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.

#### **2. 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 Exhibit D, Section 2 ("Workforce Standards"). The Workforce Standards shall be included in their entirety in MCE's Final Implementation Plan. If applicable, "Final Implementation Plan" 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.

**2.1. 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 Implementer'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.

**2.2. 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.

#### **3. 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.

#### **4. 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 shall 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.



December 16, 2021

TO: MCE Board of Directors

FROM: Shalini Swaroop, General Counsel & Director of Policy

RE: First Amendment to First Agreement with Thorn Run Partners  
(Agenda Item #05 C.5)

ATTACHMENTS: A. Proposed First Amendment to First Agreement with Thorn  
Run Partners  
B. First Agreement with Thorn Run Partners

Dear Board Members:

**Summary:**

With the election of President Biden and the passage of the Infrastructure Investment and Jobs Act, several Board members advised staff that an increased federal lobbying presence was needed in order to understand the opportunities presented by federal legislation and to be able to access funding for MCE's programs and procurement. After an extensive vetting process, Thorn Run Partners ("TRP") was selected as MCE's federal lobbyist for 2022 and was engaged under the First Agreement (Attachment B). TRP has decades of experience successfully representing public entities and local governments in Washington, D.C. MCE's chief contact with TRP is Jim Davenport, who leads TRP's Local Government Practice Group. Mr. Davenport has over 20 years of experience representing government entities and is an experienced tactician in navigating the Federal budget, congressional appropriations process, and competitive Federal grant opportunities.

Under the Proposed First Amendment to First Agreement (Attachment A) TRP would continue to conduct a variety of activities on behalf of MCE, including: securing Federal congressionally-directed programmatic funding and grant funding; monitoring and impacting Federal legislation and regulation; maintaining strategic relationships; communicating with MCE's Congressional delegation; and arranging meetings with decisionmakers in Washington, D.C.

To augment these activities, Board members may be requested to lend their expertise

and presence on MCE's federal lobbying efforts. Staff recommends amending the First Agreement with TRP to reflect the increased amount of \$102,000 in 2022 for these services.

**Fiscal Impacts:** Costs related to the referenced amendment for the current fiscal year (FY) are included in the FY 2021/22 Operating Fund Budget. Costs for FY 2022/23 will be incorporated into that proposed budget.

**Recommendation:** Approve the Proposed First Amendment to the First Agreement with Thorn Run Partners.

## **FIRST AMENDMENT TO FIRST AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND THORN RUN PARTNERS**

This FIRST AMENDMENT is made and entered into on December 16, 2021 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and THORN RUN PARTNERS (hereinafter referred to as "Contractor").

### RECITALS

WHEREAS, MCE and Contractor entered into an agreement on November 8, 2021, to provide federal lobbying services ("Agreement"); and

WHEREAS, Section 3 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$10,000 for the federal lobbying services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to increase the contract amount by \$102,000 for total consideration not to exceed \$112,000; and

WHEREAS, Section 4 of the Agreement stated the Agreement shall terminate on December 31, 2021; and

WHEREAS, the parties desire to amend the Agreement to extend the time of the Agreement; and

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete for the federal lobbying services as described in the scope therein; and

WHEREAS, the parties desire to amend the Agreement to modify the scope of work of the Agreement; and

WHEREAS, Exhibit B to the Agreement specified the fee and payment schedule MCE would use to compensate Contractor for the federal lobbying services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to modify the fee and payment schedule therein;

NOW, THEREFORE, the parties agree to modify Section 3, Section 4, and Exhibits A and B as set forth below.

### AGREEMENT

1. Section 3 is hereby amended to read as follows:

**MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$112,000**.

2. Section 4 is hereby amended to read as follows:

**TERM OF AGREEMENT:**

This Agreement shall commence on **November 8, 2021** ("Effective Date") and shall terminate on **December 31, 2022**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

3. Exhibit A is hereby removed and replaced in its entirety to read as follows:

Contractor shall provide the following Services under the Agreement as requested and directed by MCE General Counsel, up to the maximum time/fees allowed under this Agreement:

Contractor will provide federal lobbying and advocacy services to MCE, including:



- a. **Create a Federal Agenda** – Contractor will develop a Federal Agenda for 2022 that will describe and prioritize MCE's most important objectives ("Federal Agenda"). The Federal Agenda will guide Contractor's efforts. The Federal Agenda will thoroughly outline each objective and funding request, as well as each request's potential impacts to MCE and its member communities. The Federal Agenda will provide transparency to MCE's Board of Directors, member communities, staff and to the public regarding Contractor's efforts in Washington, DC.
- b. **Advocate to secure Federal congressionally-directed and programmatic funding for programs/projects** – During the annual appropriations process, Contractor, in coordination with MCE, will work with MCE's congressional delegation (the federal representatives and senators that represent MCE's service area), other members of Congress, and the House and Senate Appropriations Committees, to fund critical projects and programs of importance to MCE as delineated in the Federal Agenda. This includes drafting request letters to MCE's congressional delegation as well as submitting community project funding requests (i.e., earmarks) to MCE's congressional delegation.
- c. **Advocate to secure Federal competitive grant funding for programs/projects** – Contractor will collaborate with MCE to pursue funding through the Federal competitive grants process, such as with the Department of Energy. This will include notifying MCE of Federal grant opportunities, working with MCE's internal grant writing team, and reviewing MCE's grant proposals. Likewise, Contractor will seek meetings for MCE with the Federal department officials overseeing the grants.
- d. **Monitor and impact Federal legislation** – Contractor will monitor the introduction and progress of relevant legislation that could impact MCE. Contractor will keep MCE informed of these developments through ongoing communication. Contractor will also remain in communication with MCE's congressional delegation and relevant committee staff to ensure they are informed of MCE's interests. Contractor will also analyze congressional hearings and meetings to identify any potential impacts to MCE and its member communities.
- e. **Monitor and impact Federal regulations** – Contractor will track all proposed Federal regulatory changes that may impact MCE. Once proposed rules or regulations are published, they are typically open for public comment. Contractor will assist by drafting comments for MCE to submit and engaging with the agencies to advocate for rulemakings favorable to MCE and its member communities.
- f. **Maintain and enhance Congressional, Executive Branch, and strategic relationships** – Contractor will ensure that MCE's voice is heard on Capitol Hill in Washington, DC, and within the relevant Federal agencies. On MCE's behalf, Contractor will contact members of Congress and Federal agency officials to make them aware of MCE's position on various issues, regulation or legislation.
- g. **Arrange and attend meetings in Washington, DC** – Contractor will schedule meetings for MCE (either in person or via video conference) in Washington, DC. Jim Davenport (or, subject to MCE's written approval, another employee of Contractor with substantially equal skills) will accompany MCE staff during any meetings with Congress, staff, and agency officials to provide background information and assist as needed.
- h. **Communicate regularly with MCE and with MCE's Congressional Delegation** – Contractor will alert MCE to emerging or timely issues when MCE may want to weigh in with MCE's congressional delegation or other members of Congress. In some cases, Contractor will prepare a draft letter on the issue for review and signature, and ensure it is delivered directly to the correct person in Washington, DC. Additionally, Contractor will identify situations when a letter from a member of MCE's congressional delegation may assist MCE in accomplishing a goal, including letters of support for a grant application and letters to Congressional leadership advocating for programs of importance to MCE. Contractor will work with MCE's congressional delegation to secure this letter.

**Contractor Project Team**

The above work will be carried out by the following Contractor staff:

- Jim Davenport, Lead Partner
- Greg Burns, Partner
- Gary Palmquist, Senior Vice President; and

- Additional Contractor Partners and Policy Team members as needed.

The list of Contractor Project Team members above is subject to change. Should a staff member need to be replaced, Contractor shall ensure that a staff member who has comparable experience serves as the replacement. Staff member replacement will be subject to MCE General Counsel's written approval.

4. Exhibit B is hereby removed and replaced in its entirety to read as follows:

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

Contractor shall bill MCE \$5,000 per month for November and December 2021.  
Contractor shall bill MCE \$8,500 per month for January through December 2022.

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$112,000** for the term of the Agreement.

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

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

MARIN CLEAN ENERGY:

CONTRACTOR:

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

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

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

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

CHAIRPERSON:

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

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

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT  
FIRST AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND THORN RUN PARTNERS**

**THIS FIRST AGREEMENT** ("Agreement") is made and entered into on 11/8/2021 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and THORN RUN PARTNERS, a Washington D.C. partnership with principal address at: 100 M Street SE, Suite 750, Washington, District of Columbia 20003, United States (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

**RECITALS:**

**WHEREAS**, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

**WHEREAS**, Contractor desires to provide the Services to MCE;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

**2. 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 ("Term"). Contractor shall provide MCE with Contractor's 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 ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

**3. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$10,000**.

**4. TERM OF AGREEMENT:**

This Agreement shall commence on **November 8, 2021** ("Effective Date") and shall terminate on **December 31, 2021**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

**5. REPRESENTATIONS; WARRANTIES; COVENANTS:**

**5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor represents, warrants and covenants that (a) it is a partnership duly organized, validly existing and in good standing under the laws of **Washington D.C.**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it 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, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

**5.2. COMPLIANCE WITH APPLICABLE LAW.** At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law")

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

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

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

## **6. INSURANCE:**

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage 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, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance 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 dollars (\$2,000,000)** aggregate limit. "Marin Clean Energy" 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).

**If Contractor maintains broader coverage and/or higher limits than the minimums shown herein, MCE shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MCE.**

## **6.2. INTENTIONALLY OMITTED**

**6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that 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, it shall comply with this requirement and 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 Services.

## **6.4. INTENTIONALLY OMITTED**

## **7. RESERVED**

## **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 expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a

"Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly 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'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 monies to any Subcontractor.

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

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term 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 request 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.

## **10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

### **10.1. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's 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, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor 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 Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor 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.
- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, 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 MCE's respective customers. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.

- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.
- d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its 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 Contractor or any Contractor Party for the sole purpose of using such 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, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the 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.

**10.2. EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

## **11. FORCE MAJEURE:**

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

## **12. TERMINATION:**

**12.1.** If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

**12.2.** 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 Party and be sent by registered mail or by email to the email address listed in Section 19.

**12.3.** In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up 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 Agreement. Contractor 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, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.

- 12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- 12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6.** Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.
- 12.7.** Notwithstanding the foregoing, 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 order or directive.
- 12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22, 24 **Error! Reference source not found.**2224 and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

### **13. 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.

### **14. AMENDMENT; NO WAIVER:**

This Agreement may be amended or modified only by written agreement of the Parties. 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.

### **15. 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 Contractor'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 Contractor 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 Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. 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.

### **16. 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.

### **17. INDEMNIFICATION:**

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

### **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 MCE's Joint Powers Agreement, MCE 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. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with 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.: (925) 378-6767

Notices shall be given to Contractor at the following address:

Contractor: Jim Davenport

Address: Thorn Run Partners  
100 M Street SE, Suite 750,  
Washington, District of Columbia 20003

Email Address: jdavenport@thornrun.com

Telephone No.: (202) 849-8528

**20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. 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 shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<u>X</u>	<u>Scope of Services</u>	<u>DS</u> <u>JD</u>	<u>DS</u> <u>DW</u>
<u>EXHIBIT B.</u>	<u>X</u>	<u>Fees and Payment</u>	<u>DS</u> <u>JD</u>	<u>DS</u> <u>DW</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. INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the



power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

**23. TIME:**

Time is of the essence in this Agreement and each and all of its provisions.

**24. THIRD PARTY BENEFICIARIES:**

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

**25. FURTHER ACTIONS:**

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**26. PREPARATION OF AGREEMENT:**

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

**27. 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:**

By:   
Name: Dawn Weisz  
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Title: CEO

Date: 11/8/2021

**CONTRACTOR:**

By:   
Name: Jim Davenport  
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Title: Partner

Date: 11/8/2021

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall provide the following Services under the Agreement as requested and directed by MCE General Counsel, up to the maximum time/fees allowed under this Agreement:

Contractor will act as contract lobbyist on behalf of MCE. Work will be provided primarily by Contractor's employee named Jim Davenport. If work cannot be provided by Jim Davenport, work will be provided by another employee of Contractor with substantially equal skills after receiving written confirmation from MCE General Counsel that work may be provided by someone else. Activities will include:

- Maintain communication with MCE staff on federal legislative and funding issues that impact MCE.
- Monitor all bills that are introduced and amended that impact MCE.
- Provide immediate notification of bills and related legislative activities that impact MCE.
- Actively lobby bills that either support or negatively impact MCE when directed to do so by MCE General Counsel.
- Work with MCE staff on proposed scope of lobbying activities for 2022 and create an agenda.
- Confer with MCE regularly to understand MCE's business model, policy issues, and federal agenda.

**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:

Contractor shall bill MCE \$5,000 per month for November and December 2021.

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$10,000** for the term of the Agreement.



December 16, 2021

TO: MCE Board of Directors

FROM: Catalina Murphy, Legal Counsel

RE: Assembly Bill No. 361: New Teleconferencing Legislation  
Resolution No. 2021-11 Authorizing Continued Remote  
Teleconference Meetings for the Board of Directors and  
Every Committee of the Board of Directors Pursuant to  
Government Code Section 54953(e); and  
Resolution No. 2021-12 Delegating Authority to Technical  
Committee to Adopt Findings Pursuant to Government  
Code Section 54953(e) (Agenda Item #07)

ATTACHMENTS: A. Proposed Resolution No. 2021-11 Authorizing Continued  
Remote Teleconference Meetings for the Board of Directors  
and Every Committee of the Board of Directors Pursuant to  
Government Code Section 54953(e)

B. Proposed Resolution No. 2021-12 Delegating Authority to  
Technical Committee to Adopt Findings Pursuant to  
Government Code Section 54953(e)

C. Resolution No. 2021-08 Delegating Authority to Executive  
Committee to Adopt Findings Pursuant to Government  
Code Section 54953(e)

MCE Board of Directors:

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## SUMMARY:

Assembly Bill (AB) No. 361 (Rivas), signed by Governor Gavin Newsom on September 16, 2021, amends the Brown Act<sup>1</sup> to allow a local agency to continue using teleconferencing during a state-proclaimed state of emergency without meeting certain Brown Act teleconference requirements.

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<sup>1</sup> Gov. Code, §§ 54950 et seq.

On October 7, 2021, this Board, by Resolution 2021-07, made a finding that the Governor designated a state of emergency and that the state of emergency continued to directly impact the ability of board members to meet safely in person. This finding allowed for meetings to be held via teleconference. This initial finding should be reconsidered every 30 days, pursuant to AB 361. The last time MCE reconsidered this finding was by the Executive Committee on December 3, 2021, in which the Executive Committee approved Resolution No. 2021-10 to continue remote teleconference meetings for the next 30 days.

To continue holding teleconference meetings for the next 30 days, the MCE Board of Directors must make the following findings by majority vote:

1. The Board of Directors has reconsidered the circumstances of the state of emergency, as designated by the Governor.
2. The Board of Directors finds that one or both of the following circumstances still exists:
  - a. The state of emergency continues to directly impact the ability of members to meet safely in person; or
  - b. State or local officials continue to impose or recommend measures to promote social distancing.

Additionally, the authority to make certain findings pursuant to AB 361 currently resides with this Board and the Executive Committee as authorized by Resolution 2021-08. In the event a Technical Committee meeting needs to be held prior to when this Board or the Executive Committee can issue their AB 361 findings, for the convenience of this Board, it is recommended that authority is delegated to the Technical Committee to make necessary findings pursuant to AB 361 and hold its meeting via teleconference.

Given the continued emergency-state of the Covid-19 pandemic, there is an ongoing need for holding teleconference meetings for the MCE Board of Directors, MCE Executive Committee, and MCE Technical Committee. In order for MCE to continue holding Board and Committee meetings by teleconference, Staff recommends:

1. Adopting proposed Resolution No. 2021-\_\_ Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e) at this time, which makes the subsequent required AB 361 findings for authorizing remote teleconference meetings for the next 30 days; and
2. Adopting proposed Resolution No. 2021-\_\_ Delegating Authority to Technical Committee to Adopt Findings Pursuant to Government Code Section 54953(e), which would allow the MCE Technical Committee to make the necessary findings pursuant to AB 361 to hold its meetings via teleconference.

**Fiscal Impacts:** None.

**Recommendations:**

1. Adopt proposed Resolution No. 2021-11 Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e); and
2. Adopt proposed Resolution No. 2021-12 Delegating Authority to Technical Committee to Adopt Findings Pursuant to Government Code Section 54953(e).

## **RESOLUTION NO. 2021-11**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS FOR THE BOARD OF DIRECTORS AND EVERY COMMITTEE OF THE BOARD OF DIRECTORS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)**

**WHEREAS**, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Fairfield, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, MCE is subject to various provisions of the California Government Code; and

**WHEREAS**, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

**WHEREAS**, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

**WHEREAS**, the MCE Board of Directors previously adopted Resolution No. 2021-07 finding that the requisite conditions exist for the MCE Board of Directors, MCE Executive Committee, and MCE Technical Committee to conduct teleconference meetings under California Government Code section 54953(e); and

**WHEREAS**, Government Code section 54953(e)(3) requires the legislative body adopt certain findings every 30 days by majority vote to continue holding open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3); and

**WHEREAS**, the MCE Board of Directors desires to continue holding Board of Directors, Executive Committee, and Technical Committee public meetings by teleconference consistent with Government Code section 54953(e).

**NOW, THEREFORE, BE IT RESOLVED** by the MCE Board of Directors:

- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The Board of Directors hereby finds and declares the following, as required by Government Code section 54953(e)(3):
  1. The Board of Directors has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625;
  2. The state of emergency continues to directly impact the ability of members of the MCE Board of Directors and members of every committee of the Board of Directors to meet safely in person; and
  3. State and local officials have imposed or recommended measures to promote social distancing.

**PASSED AND ADOPTED** by the MCE Board of Directors on this 16<sup>th</sup> day of December, 2021, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Marin				
Contra Costa County				
County of Napa				
County of Solano				
City of American Canyon				



City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Town of Corte Madera				
Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Fairfield				
City of Lafayette				
City of Larkspur				
City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Pleasant Hill				
City of San Ramon				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				

City of Vallejo				
City of Walnut Creek				
Town of Yountville				

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CHAIR, MCE

**Attest:**

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SECRETARY, MCE

## **RESOLUTION NO. 2021-12**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY DELEGATING AUTHORITY TO TECHNICAL COMMITTEE TO ADOPT FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)**

**WHEREAS**, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Fairfield, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, MCE is subject to various provisions of the California Government Code; and

**WHEREAS**, Government Code section 54953, as amended by Assembly Bill No. 361, allows legislative bodies to continue to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as certain findings are adopted by the legislative body every 30 days under Government Code Section 54953(e); and

**WHEREAS**, the Board of Directors previously adopted Resolution No. 2021-08 which delegated authority to the Executive Committee to adopt certain findings pursuant to Government Code section 54953(e) for continued remote teleconference meetings for the Board of Directors and any committee of the Board of Directors; and

**WHEREAS**, from time to time, the Board of Directors delegates certain rights and responsibilities to the Technical Committee; and

**WHEREAS**, the Board of Directors shall not be divested of any such authority as described herein, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion.

**NOW, THEREFORE, BE IT RESOLVED** by the MCE Board of Directors:

- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The Board of Directors hereby delegates to the Technical Committee the authority to adopt findings necessary to hold meetings of the Technical Committee by teleconference in accordance with the requirements of Government Code section 54953(e) and Assembly Bill No. 361.

**PASSED AND ADOPTED** by the MCE Board of Directors on this 16th day of December, 2021, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Marin				
Contra Costa County				
County of Napa				
County of Solano				
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Town of Corte Madera				
Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Fairfield				
City of Lafayette				
City of Larkspur				
City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Pleasant Hill				

City of San Ramon				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Vallejo				
City of Walnut Creek				
Town of Yountville				

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CHAIR, MCE

**Attest:**

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SECRETARY, MCE

## **RESOLUTION NO. 2021-08**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY DELEGATING AUTHORITY TO EXECUTIVE COMMITTEE TO ADOPT FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)**

**WHEREAS**, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, MCE is subject to various provisions of the California Government Code; and

**WHEREAS**, Government Code section 54953, as amended by Assembly Bill No. 361, allows legislative bodies to continue to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as certain findings are adopted by the legislative body every 30 days under Government Code Section 5493(e); and

**WHEREAS**, from time to time, the Board of Directors delegates certain rights and responsibilities to the Executive Committee; and

**WHEREAS**, the Executive Committee meets more frequently than the Board of Directors and will be better able to adopt certain findings every 30 days in accordance with Government Code section 54953(e) to allow the Board of Directors and any Committee of the Board of Directors to continue holding open meetings by teleconference; and

**WHEREAS**, the Board of Directors shall not be divested of any such authority as described herein, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion.

**NOW, THEREFORE, BE IT RESOLVED** by the MCE Board of Directors:

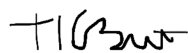
- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The Board of Directors hereby delegates the following authority:
1. The Executive Committee is hereby authorized to adopt certain findings every 30 days in accordance with Government Code section 54953(e), for continued remote teleconference meetings for the Board of Directors and any committee of the Board of Directors.

**PASSED AND ADOPTED** by the MCE Board of Directors on this 7th day of October, 2021, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Marin	X			
Contra Costa County	X			
County of Napa	X			
County of Solano				X
City of American Canyon	X			
City of Belvedere				X
City of Benicia	X			
City of Calistoga	X			
City of Concord	X			
Town of Corte Madera	X			
Town of Danville	X			
City of El Cerrito	X			
Town of Fairfax	X			
City of Lafayette	X			
City of Larkspur	X			
City of Martinez	X			
City of Mill Valley				X
Town of Moraga				X
City of Napa	X			
City of Novato	X			
City of Oakley				X
City of Pinole	X			
City of Pittsburg	X			

City of Pleasant Hill				X
City of San Ramon				X
City of Richmond	X			
Town of Ross	X			
Town of San Anselmo	X			
City of San Pablo				X
City of San Rafael	X			
City of Sausalito	X			
City of St. Helena	X			
Town of Tiburon	X			
City of Vallejo	X			
City of Walnut Creek				X
Town of Yountville	X			


DocuSigned by:

  
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CHAIR, MCE

**Attest:**

DocuSigned by:

  
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SECRETARY, MCE





December 16, 2021

TO: MCE Board of Directors

FROM: Garth Salisbury, Director of Finance & Treasurer  
Justin Kudo, Senior Strategic Analysis and Rates Manager  
John Dalessi, CEO, Pacific Energy Advisors

RE: Proposed MCE Rate Adjustments (Agenda Item #08)

Attachments: A: Table of MCE Rates and Revenue Comparisons Pre/Post  
Proposed Rate Increase  
B: Complete Table of MCE Rates by Rate Class Pre/Post Proposed  
Rate Increase

Dear Board of Directors:

### **Executive Summary:**

The MCE Implementation Plan and Statement of Intent ("Implementation Plan") describes the policies and procedures for setting and modifying electric rates for MCE. MCE rates are typically reviewed on an annual basis as part of MCE's budget-setting process, and after PG&E has made its primary annual rate update to determine whether rate changes are warranted in consideration of MCE's cost of service, revenue sufficiency in the fiscal year's proposed budget, rate competitiveness, rate stability, customer understanding, efficiency and equity among customers.

While MCE has not increased rates since 2019, significant increases in energy and Resource Adequacy (RA) requirements and costs have resulted in lower-than-expected net revenues and created a need to reexamine and adjust MCE's current rate structure.

The Ad Hoc Ratesetting Committee met on October 20<sup>th</sup> where then current and projected cost and revenue data was discussed and evaluated. The Committee agreed with the staff recommendation that rates be adjusted January 2022 to achieve a 2% discount relative to PG&E's generation rates, subject to a minimum rate increase of \$0.003/kWh and a maximum increase of \$0.01/kWh.

During the November 5<sup>th</sup> Executive Committee meeting, staff updated the Committee on new data that was released earlier that week including the Market Price Benchmarks (MPBs) for peak and off-peak power. These updated benchmarks suggested a larger drop to the Power Charge Indifference Adjustment (PCIA) rates paid by MCE customers, starting

January 2022. This new data resulted in Staff amending its recommendation that rates be adjusted January 2022 to achieve a 2% discount relative to PG&E's generation rates, subject to a minimum rate increase of \$0.003/kWh and a maximum increase of \$0.02/kWh. This amended recommendation was unanimously approved by the Executive Committee.

During the November 18<sup>th</sup> Board of Directors Meeting, the staff presented the Board with additional data that had been submitted by PG&E regarding large increases to its energy, transmission and distribution rate increases, as well as a 73% reduction to the PCIA, expected to occur on January 1, 2022. If implemented as proposed, even with a maximum \$0.02/kWh increase, in January 2022 MCE customers would only see their bills increase slightly (about \$1.61 a month, or a 1% increase for the typical household usage of 535 kWh), and would be below the comparable rates offered by PG&E. Your Board supported the staff proposal to increase rates by \$0.003 to \$0.02/kWh while achieving a minimum 2% discount relative to PG&E rates effective January 2022, and directed staff to return for final approval of the proposal at the December Board of Directors meeting.

On November 24<sup>th</sup> the CPUC issued a "Ruling Ordering Additional Updates with Amended Schedule" to PG&E requesting additional information which will likely delay PG&E's rate changes until after January 1<sup>st</sup>. Given the CPUC's ruling, we now do not expect PG&E to increase its rates and reduce the PCIA until March at the earliest, and potentially as late as summer of 2022. As a result, staff recommends bifurcating the rate adjustment approved by the Executive Committee and your Board into two parts. First, staff would be directed to increase rates on January 1, 2022 by the minimum amount of \$0.003 kWh to cover projected operating expenses during the remainder of the 2020/21 fiscal year. Second, staff would be directed to further adjust MCE's rates by a maximum amount of up to \$0.017/kWh while achieving a minimum 2% discount relative to PG&E rates after PG&E's implementation of the aforementioned 2022 Energy Resource Recovery Account costs with reductions to the PCIA.

## **MCE Ratesetting Cycle, Objectives and Process**

**Ratesetting Cycle:** MCE typically adjusts its rates on an annual basis, following a process of discussion, review, and public notification. Ratesetting is usually coordinated with the annual budgeting cycle (April 1 – March 31 of the ensuing year) due to the inherent linkages between the MCE budget and MCE rates. Rates may also be adjusted off cycle, when necessary, to ensure recovery of all MCE costs. Your Board last changed its rates on July 1, 2019. MCE has not adjusted rates since that time as MCE achieved revenue sufficiency in each of the last two completed fiscal years.

The initial release of MCE's proposed rates initiates a thirty-day public review and comment period. If rate increases are being proposed, the affected MCE customers are provided with notice of proposed rate increases. Following completion of the thirty-day public review and comment period, final rates are adopted by the Board. Final rates may differ from the initially proposed rates to account for changes in MCE's budget, consideration of public comments received during the aforementioned review period, changes in PG&E rate forecasts, and/or other factors that may be considered by your Board.

Implementation of PG&E's 2022 Annual Electric True-Up (AET) was expected to occur on January 1, 2022. Current forecasts are based on PG&E's preliminary AET filing on November 15, 2021. Final rates typically do not become public until a week before implementation, which is now expected to be delayed until at least March 1, 2022.

**Ratesetting Objectives:** MCE has established various objectives that are considered in designing MCE rates. These ratesetting objectives are as follows:

Revenue sufficiency: rates must recover all expenses, debt service and other expenditure requirements, and build prudent reserves; i.e., the "revenue requirement".

Rate competitiveness: rates must allow MCE to successfully compete in the marketplace to retain and attract customers.

Rate stability: rate changes should be minimized to reduce customer bill impacts.

Customer understanding: rates should be simple, transparent and easily understood by customers.

Equity among customers: rate differences among customers should be justified by differences in usage characteristics and/or cost of service.

Efficiency: rates should encourage conservation and efficient use of electricity (e.g., off-peak vehicle charging or time-of-use load shifting).

To the extent that the objectives may be in tension with one another, the rate proposal attempts to strike an appropriate balance. For example, a cost-of-service analysis might suggest that a particular rate should be increased, but the increase might be limited in the interest of rate stability and/or rate competitiveness. In accordance with the Implementation Plan, the policy of revenue sufficiency may not be violated; however, the Board may use discretion in how the other ratesetting objectives are reflected in MCE rates.

**Ratesetting Process:** Generally, the ratesetting process is based on a forecast of MCE electric revenue for the coming fiscal year, determined by examining the forecast load for each rate class. The forecast includes current customers, as well as any communities expected to begin MCE service, organized by forecast monthly billing quantities expected under each rate class. Depending upon the rate class in question, billing quantities can include monthly energy usage (kWh), hourly or aggregated load profiles, peak coincident demand, and peak capacity (kW) demand during specified time-of-use periods. The forecasted billing quantities are multiplied by applicable rates to derive a forecast of revenues at current MCE rates.

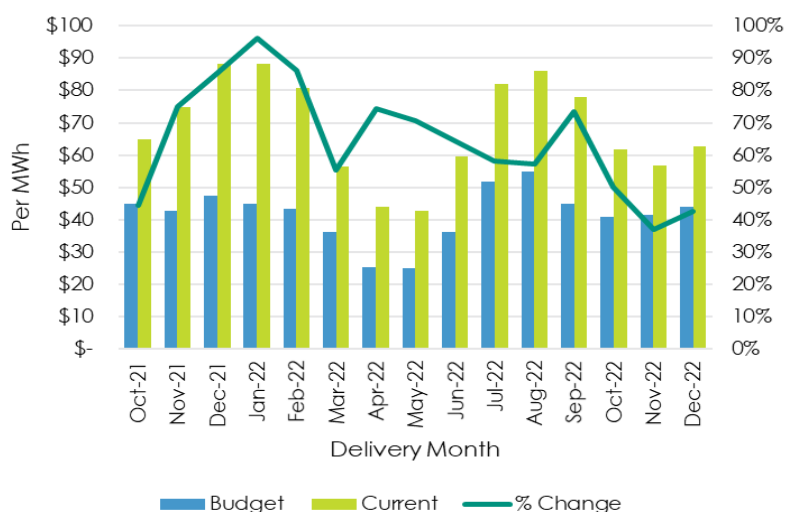
The projected revenue at current rates is compared to fiscal year budget items that must be funded through such rates (the "revenue requirement") to determine whether rate adjustments are warranted for purposes of addressing any projected surplus or deficit.

Rates are designed for the various schedules associated with each customer class in order to recover the revenue requirement allocated to that class. Rates are also evaluated for other key ratesetting considerations, such as cost competitiveness, equity among customers, peak-to-off-peak ratios, and so forth. There are currently 75 rate schedules and over 400 rate components which are adjusted during a rate change cycle.

## Increasing Wholesale Power Prices

Prices in the wholesale power markets have increased dramatically in the past several months, and these increases have impacted MCE's current power supply budget as well as projections in future years. The two major categories of MCE's power supply expenses are energy and RA. The costs for both categories have increased. Energy, typically measured in megawatt hours (MWh), is the electricity that is used by consumers (plus losses) and produced by electric generators. Capacity, typically measured in megawatts (MW), is the capability to produce energy over a time period. For example, 1 MW of generating capacity over an hour produces 1 MWh of energy. MCE sells energy to its customers and must buy RA capacity to meet its peak monthly loads plus a reserve margin to help ensure reliability of serving the load.

Figure 1. Forward System Energy Prices 2021-2022



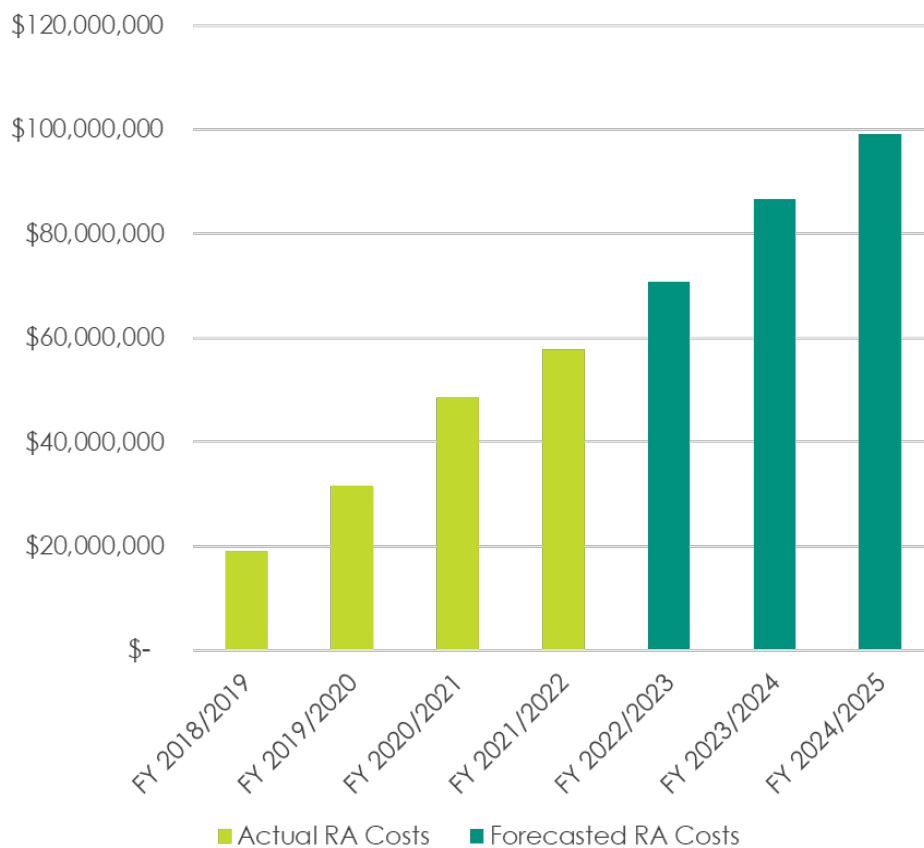
**Energy Costs:** Wholesale energy prices in California have been impacted by tighter supplies and the recent runups in natural gas prices. MCE purchases most of the energy delivered to its customers from renewable and hydroelectric supplies, but MCE is still impacted by the rise in wholesale electricity prices because many of these contracts are tied to prevailing prices in the wholesale electricity market. During peak times, when wind and solar are not available, the grid operator dispatches natural gas fueled generation, and these generators tend to set the wholesale market price for all electricity transacted through the market. These effects are compounded by the severe drought because significant lower hydroelectric production is being offset with increased use of natural gas to generate California's electricity.

Consistent with its energy risk management policy and industry best practices, MCE buys most of its energy requirements many months in advance of actual delivery to help manage its exposure to volatile short term spot prices. Since the time when MCE's current budget was adopted and now, the wholesale price of electricity for future delivery has risen by 60% as shown in Figure 1. MCE's existing contracts largely protect MCE from these significant

price increases in the near term, but MCE's power supply costs are increasing as contracts expire and new purchases are being made at much higher prices than in recent years.

**Resource Adequacy Capacity Costs:** RA capacity costs have been trending higher for the past several years as the supply/demand balance for generating capacity has moved from surplus to shortage. Natural gas-powered generation retirements and the planned shutdown of the state's last nuclear power plant have reduced available RA capacity, and new capacity has not kept pace. Additionally, regulatory changes have reduced the value of RA that can be supplied by solar and wind resources and imports from neighboring states. These factors have contributed to a tripling of MCE's RA costs since 2018 (Figure 2), greatly outpacing the increase in MCE's overall customer base during this time. RA capacity costs are projected to increase by another \$13 million in MCE's next fiscal year, and prices are not expected to moderate until new generation and storage capacity comes online over the next several years.

Figure 2. MCE Resource Adequacy Costs Since FY 2018/19



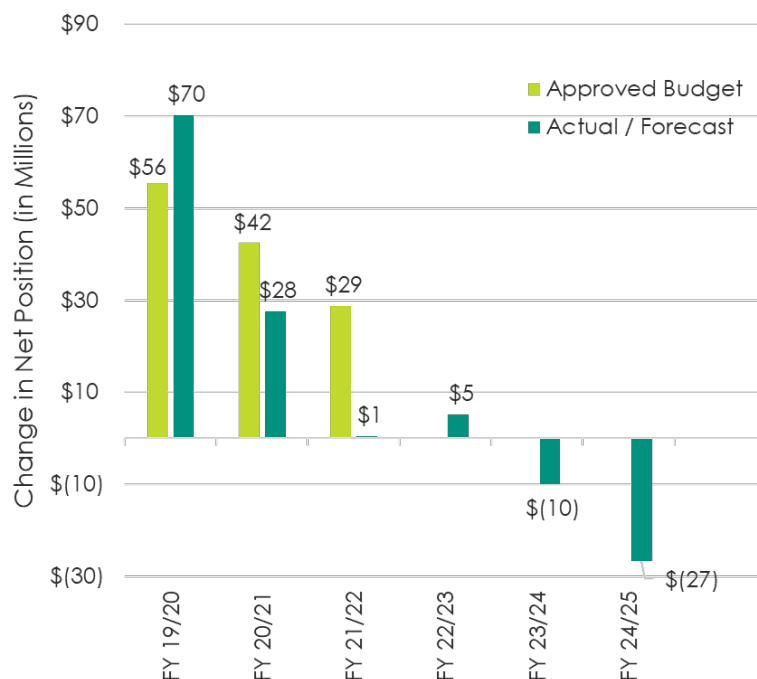
### Effects of Increased Costs on MCE's Budgets and Budgeting Process

Since the last rate increase in July of 2019, the agency's net revenues (additions to Net Position) have been steadily declining even though our number of customer accounts and top line revenue numbers have been increasing as new communities join MCE. This decline in net revenues is being driven by a number of expense factors including increasing costs for energy and RA and, to a lesser extent, the effects of the pandemic: primarily increased

delinquencies. These increased cost trends for energy and RA are predicted to continue into the future. Figure 3 depicts MCE's historical additions to Net Position since 2020 and our projected additions to Net Position for 2022 through 2025 assuming no changes to our rates.

The reduction in our projected addition to Net Position in the current fiscal year (FY 2021/22) is driven almost entirely by the cost of providing energy and RA to our customers. These costs are projected to be over \$28 million more than originally budgeted which would reduce our addition to Net Position to approximately \$500,000.

Figure 3. MCE Budgeted & Actual Change in Net Position, FY 2019/20 to FY 2024/25



Additionally, as we plan and procure for the future and incorporate these increased costs into our planning model, we calculate that without a rate adjustment these increased costs would eliminate our margins over the next three years and result in a loss of \$10 million in fiscal year 2023/24 and \$27 million in fiscal year 24/25.

## Rate Change Forecasting

The electricity costs paid by MCE customers include three distinct parts:

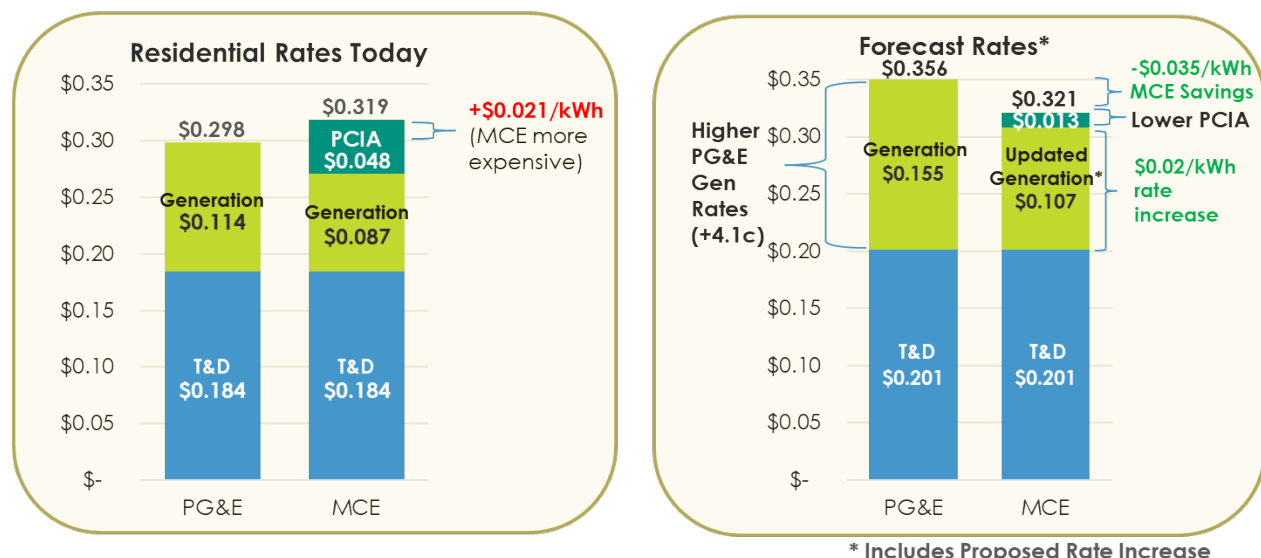
- 1) MCE generation rates
- 2) PG&E PCIA and Franchise Fee (FF) rates (sometimes referred to as "exit fees")
- 3) PG&E non-generation rates (colloquially referred to as "T&D", for Transmission and Distribution, but inclusive of other charges such as Public Purpose Programs, Nuclear Decommissioning, the Wildfire Fund Charge, Conservation Incentive Adjustments, and other nominal fees)

MCE always includes PCIA and FF in customer cost comparisons to provide a fair comparison with PG&E's generation rates. MCE does *not* typically address changes to PG&E T&D rates, as these are applied equally to MCE and non-MCE customers and therefore competitively irrelevant. However, since customers will experience changes to all three components concurrently sometime in early 2022, T&D impacts to bills are also examined herein.

The forecasting provided below is based on PG&E's November filings. These numbers will

change if PG&E's implementation of new rates is delayed beyond January 2022, which is now expected.

Figure 4. Present and Forecast Rates for MCE and PG&E Service at Residential Rates



As proposed, MCE's system average generation rates would increase by \$0.003 to \$0.02/kWh

MCE's current system average rate is \$0.085/kWh. MCE's Executive Committee and Board has agreed with the recommendation that generation rates be adjusted January 2022 to achieve a 2% discount relative to PG&E's generation rates, subject to a minimum rate increase of \$0.003/kWh and a maximum increase of \$0.02/kWh.

PG&E's November 15<sup>th</sup> rate forecast shows a projected system average rate of \$0.14849/kWh, while the PCIA and Franchise Fee are projected to be \$0.01154/kWh<sup>1</sup>. To provide the 2% discount specified, MCE's rate would need to be \$0.134/kWh. However, the maximum proposed rate increase is only \$0.02/kWh, and this would limit the new MCE system average rate to \$0.105/kWh.

### PCIA rates in 2022 are forecast to drop by 73%

The PCIA (and Franchise Fee) is forecast to drop from a system average \$0.037/kWh today to \$0.01/kWh in 2022<sup>2</sup>. This reduction alone would completely offset MCE's proposed generation rate increase.

There are three main drivers to the forecast decrease:

- 1) The current PCIA rate contains a significant adder for under collections in 2020 – nearly \$0.01/kWh – which is forecast to be mostly eliminated with the upcoming rate

<sup>1</sup> Based on the 2016 PCIA Vintage. Most PCIA Vintages fall within \$0.001/kWh of this rate, except for lower 2009-2011 Vintages, and higher 2021-2022 Vintages.

<sup>2</sup> Based on system average PCIA rates as reported in PG&E AL-6090-E (submitted February 18, 2021) and PG&E's November 8, 2021 ERRRA Forecast.

change.

- 2) The PCIA exists to the degree that PG&E's power supply contracts exceed their real market value. Increasing energy and resource adequacy costs have increased the market price benchmarks closer to PG&E's contract prices, leaving less stranded costs for PCIA recovery.
- 3) An overcollection of PCIA revenue in 2021 which must be refunded to customers as part of PG&E's 2022 rate changes.

### PG&E's 2022 T&D rates are forecast to increase by 6-9%

PG&E T&D rates are projected to generally increase by about \$0.017/kWh sometime in early 2022, driven by a combination of PG&E's Cost of Capital, Energy Resource Recovery Account, General Rate Case, and in particular, implementation of its Wildfire Expense Memorandum Account.

Figure 5. Sample Residential Cost Comparison at Forecast rates

MCE Light Green Service 60% Renewable	PG&E Service 31% Renewable
<b>\$46.55</b> MCE Electric Generation	<b>\$83.19</b> PG&E Electric Generation
\$107.54 PG&E Electric Delivery	\$107.54 PG&E Electric Delivery
\$7.09 Additional PG&E Fees	
<b>\$171.87</b> Average Total Cost	<b>\$190.72</b> Average Total Cost

All customers in PG&E's service area, including those served by MCE, must pay into these additional increases. Exact T&D costs are highly dependent on the customer's rate schedule and the costs of providing reliable electricity to meet their usage.

### Overall MCE bills would increase by less than 1%

Under the updated proposal, staff would be directed to increase all rates by \$0.003/kWh on January 1, 2022. This would increase charges for the typical MCE household by about \$1.61 per month on a \$170.45 household electric bill.

Staff would then be directed to implement the remainder (up to \$0.017/kWh) of the rate change to \$0.02/kWh or 2% below PG&E generation rates, effective upon implementation of PG&E's rate changes above. This would be offset by the PCIA reductions and should actually result in a slight bill decrease, even with increases to PG&E T&D rates. Comparable PG&E household bills are currently projected to increase by about \$31 per month.

Figure 6. Current and Forecast Costs for MCE and PG&E Residential Rates

Current Rates*		2022 Forecast	
PG&E	\$ 159.53	\$ 190.72	
MCE	\$ 170.45	\$ 171.87	
Delta	\$ 10.92	\$ (18.85)	
per kWh	\$ 0.020	\$ (0.035)	



Once fully implemented as a \$0.02/kWh MCE rate increase and as forecast by PG&E, a



household paying \$190.72 monthly for PG&E service could expect to pay \$171.87 under MCE service, saving \$18.85 per month on their utility bill (about 10%).

Staff would also at this time reallocate rate components (e.g. peak and off peak rates) to better match updated costs of service, and more closely provide an equal discount compared with PG&E service.

**Financial Impact of the Proposed Rate Changes on MCE Net Revenues:** Rate increases of \$0.003/kWh, \$0.01/kWh and \$0.02/kWh effective January 1, 2022, would result in the following projected increases to MCE net revenues in FY 2021/22 and FY 2022/23:

*Figure 7. Fiscal Impacts of Proposed Rate Changes effective 1/1/22 on MCE's Net Position*

	FY 2021/22	FY 2022/23
Current Avg. MCE Rate per kWh	\$0.085	\$0.085
Current Net Revenue Forecast (in millions)	\$ 0.5	\$ 5.2
Proposed MCE Rate per kWh (increase of \$0.003)	\$0.088	\$0.088
Revised Forecast (in millions)	\$ 4.3	\$ 21.5
Proposed MCE Rate per kWh (increase of \$0.01)	\$0.095	\$0.095
Revised Forecast (in millions)	\$ 12.5	\$ 59.7
Proposed MCE Rate per kWh (increase of \$0.02)	\$0.105	\$0.105
Revised Forecast (in millions)	\$ 25.5	\$ 115.4

The effect of the proposed \$0.003/kWh rate increase in the current fiscal year should improve net revenues for FY 2021/22 by \$3.7 million. If the full increase of \$0.02 (the initial \$0.003, plus \$0.017 upon PG&E's change to the PCIA) is implemented on or before April 1<sup>st</sup>, it is projected to increase FY 2022/23 revenues by \$115 million.

It is important to note that the projected significant changes to PG&E rates in 2022 could lead to an inverse impact on MCE rate competitiveness in 2023. Specifically, these dramatic rate changes could result in "overcollections" of generation revenue by PG&E in 2022, and moderating energy prices could result in undercollections of the PCIA. If either or both scenarios play out, significant adjustments back toward PG&E's current 2021 rates could occur. Adjusting MCE rates to align with cost of service, while also planning for a reasonable deferral of revenues into the Operating Reserve Fund will bolster stability and rate competitiveness for MCE in future years.

#### **Recommendations:**

1. Direct staff to increase system average rates on January 1, 2022 by \$0.003/kWh.
2. Direct staff to implement an additional increase to system average rates of up to \$0.017/kWh while achieving a minimum 2% discount relative to PG&E rates, following the implementation of PG&E's 2022 Energy Resource Recovery Account and/or associated changes to the PCIA.

## Attachment A

Table of MCE Rates and Revenue Comparisons Pre/Post Proposed Rate Increase  
Assumes a \$0.02/kWh rate increase implemented on 4/1/2022

Marin Clean Energy Present and Proposed Rate Revenue						
Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change	MCE Current Rate (Avg.)	MCE Proposed Rate (Avg.)
E-1	\$ 247,438,030	\$ 304,594,033	\$ 57,156,002	23.1%	0.085	0.105
A-1	\$ 54,349,926	\$ 67,176,912	\$ 12,826,986	23.6%	0.085	0.105
A-6	\$ 14,433,811	\$ 17,634,446	\$ 3,200,635	22.2%	0.089	0.108
A-10	\$ 66,902,936	\$ 82,115,090	\$ 15,212,153	22.7%	0.088	0.108
E-19	\$ 73,273,148	\$ 90,544,027	\$ 17,270,879	23.6%	0.084	0.104
E-20	\$ 27,251,992	\$ 34,161,126	\$ 6,909,134	25.4%	0.076	0.096
Ag	\$ 8,677,490	\$ 10,746,977	\$ 2,069,487	23.8%	0.081	0.100
SL	\$ 2,390,755	\$ 3,083,727	\$ 692,972	29.0%	0.069	0.089
TC	\$ 387,844	\$ 492,667	\$ 104,823	27.0%	0.074	0.094
Total	\$ 495,105,932	\$ 610,549,004	\$ 115,443,073	23.3%	0.085	0.105

Marin Clean Energy Generation Cost Comparison						
	Revenue at MCE		PG&E PCIA and		Generation	
Rate Group	Revenue at MCE Rates	Revenue at PG&E Generation Rates	Franchise Fee Surcharges	Total Cost Difference	Cost Difference	
E-1	\$ 304,594,033	\$ 446,457,863	\$ 36,823,762	\$ (105,040,068)	-24%	
A-1	\$ 67,176,912	\$ 95,874,445	\$ 7,792,362	\$ (20,905,170)	-22%	
A-6	\$ 17,634,446	\$ 24,469,792	\$ 1,975,381	\$ (4,859,966)	-20%	
A-10	\$ 82,115,090	\$ 121,119,519	\$ 9,899,452	\$ (29,104,977)	-24%	
E-19	\$ 90,544,027	\$ 128,139,497	\$ 10,733,319	\$ (26,862,151)	-21%	
E-20	\$ 34,161,126	\$ 47,443,455	\$ 3,970,220	\$ (9,312,109)	-20%	
Ag	\$ 10,746,977	\$ 14,344,865	\$ 1,217,720	\$ (2,380,169)	-17%	
SL	\$ 3,083,727	\$ 4,292,271	\$ 350,991	\$ (857,553)	-20%	
TC	\$ 492,667	\$ 724,744	\$ 63,575	\$ (168,503)	-23%	
Total	\$ 610,549,004	\$ 882,866,451	\$ 72,826,781	\$ (199,490,666)	-23%	

## Attachement A (Con't)

Table of MCE Rates and Revenue Comparisons Pre/Post Proposed Rate Increase  
Assumes a \$0.02/kWh rate increase implemented on 4/1/2022

Marin Clean Energy Total Cost Comparison							
Rate Group	MCE		PG&E PCIA and		Total MCE		% Cost Difference
	Revenue at	Franchise Fee	PG&E Delivery	Generation + PG&E	Revenue at PG&E	Total Cost	
	Generation Rates	Surcharges	Charges	Charges	Bundled Rates	Difference	
E-1	\$ 304,594,033	\$ 36,823,762	\$ 389,966,826	\$ 731,384,621	\$ 836,424,689	\$ (105,040,068)	-13%
A-1	\$ 67,176,912	\$ 7,792,362	\$ 111,168,040	\$ 186,137,315	\$ 207,042,485	\$ (20,905,170)	-10%
A-6	\$ 17,634,446	\$ 1,975,381	\$ 26,201,077	\$ 45,810,904	\$ 50,670,869	\$ (4,859,966)	-10%
A-10	\$ 82,115,090	\$ 9,899,452	\$ 105,190,197	\$ 197,204,739	\$ 226,309,716	\$ (29,104,977)	-13%
E-19	\$ 90,544,027	\$ 10,733,319	\$ 95,515,168	\$ 196,792,513	\$ 223,654,665	\$ (26,862,151)	-12%
E-20	\$ 34,161,126	\$ 3,970,220	\$ 24,600,353	\$ 62,731,699	\$ 72,043,808	\$ (9,312,109)	-13%
Ag	\$ 10,746,977	\$ 1,217,720	\$ 16,504,239	\$ 28,468,936	\$ 30,849,104	\$ (2,380,169)	-8%
SL	\$ 3,083,727	\$ 350,991	\$ 8,042,291	\$ 11,477,009	\$ 12,334,562	\$ (857,553)	-7%
TC	\$ 492,667	\$ 63,575	\$ 921,025	\$ 1,477,267	\$ 1,645,769	\$ (168,503)	-10%
Total	\$ 610,549,004	\$ 72,826,781	\$ 778,109,217	\$ 1,461,485,002	\$ 1,660,975,668	\$ (199,490,666)	-12%

**MARIN CLEAN ENERGY**  
**ILLUSTRATIVE 2022 RATES WITH FULL ADJUSTMENT**

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>RESIDENTIAL CUSTOMERS</u>				
E-1, EL-1, EM, EML, ES, ESL, ESR, ESRL, ET, ETL	<b>E-1</b>			
	ENERGY CHARGE (\$/KWH)	All Energy	0.08700	0.10700
E-6, EL-6	<b>E-6</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.22300	0.26700
		Summer Part Peak	0.10500	0.12800
		Summer Off-Peak	0.05700	0.07200
		Winter Partial Peak	0.08400	0.10300
		Winter Off-Peak	0.07100	0.08800
EV-A, EV-B	<b>EV</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.24700	0.30500
		Summer Part Peak	0.10300	0.13100
		Summer Off-Peak	0.03700	0.05000
		Winter Peak	0.07300	0.09500
		Winter Partial Peak	0.03400	0.04800
		Winter Off-Peak	0.03900	0.05300
EV2	<b>EV2</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.15400	0.16600
		Summer Part Peak	0.11000	0.12700
		Summer Off-Peak	0.06900	0.09000
		Winter Peak	0.09800	0.11600
		Winter Partial Peak	0.08500	0.10500
		Winter Off-Peak	0.06200	0.08400
E-TOU-A, EL-TOU-A	<b>E-TOU-A</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.17000	0.18100
		Summer Off-Peak	0.09400	0.11400
		Winter Peak	0.08300	0.10300
		Winter Off-Peak	0.06900	0.09100
E-TOU-B, EL-TOU-B	<b>E-TOU-B</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.19100	0.19900
		Summer Off-Peak	0.08900	0.10800
		Winter Peak	0.08500	0.10500
		Winter Off-Peak	0.06600	0.08800
E-TOU-C	<b>E-TOU-C</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.14500	0.15000
		Summer Off-Peak	0.08200	0.10300
		Winter Peak	0.08900	0.10700
		Winter Off-Peak	0.07100	0.09400
E-TOU-D	<b>E-TOU-D</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.15100	0.16200
		Summer Off-Peak	0.06300	0.08700
		Winter Peak	0.10800	0.12600
		Winter Off-Peak	0.09300	0.11200

AI #08 Att B: Complete Table of MCE Rates by Rate Class Pre/Post Prop. Rate Increased

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS</u>				
A-1-A	<b>A-1-A</b>			
	ENERGY CHARGE (\$/KWH)			
		SUMMER	0.10300	0.12100
		WINTER	0.06300	0.08500
A-1-B	<b>A-1-B</b>			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11000	0.12400
		PART-PEAK	0.11000	0.12400
		OFF-PEAK	0.08100	0.10200
		<u>WINTER</u>		
		PART-PEAK	0.07300	0.09600
		OFF-PEAK	0.07300	0.09600
B-1	<b>B-1</b>			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.14600	0.16000
		PART-PEAK	0.09700	0.11600
		OFF-PEAK	0.07700	0.09700
		<u>WINTER</u>		
		PEAK	0.09100	0.11100
		PART-PEAK	0.07500	0.09600
		SUPER OFF-PEAK	0.05900	0.08100
B-1-ST	<b>B-1-ST</b>			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.15500	0.16600
		PART-PEAK	0.11100	0.12800
		OFF-PEAK	0.07400	0.09500
		<u>WINTER</u>		
		PEAK	0.10300	0.12000
		PART-PEAK	0.09000	0.10900
		OFF-PEAK	0.06700	0.08900
		SUPER OFF-PEAK	0.05100	0.07400
A-6	<b>A-6</b>			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.23600	0.18500
		PART-PEAK	0.12000	0.14000
		OFF-PEAK	0.08400	0.11000
		<u>WINTER</u>		
		PART-PEAK	0.07300	0.10200
		OFF-PEAK	0.07200	0.10100
B-6	<b>B-6</b>			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.15100	0.16600
		OFF-PEAK	0.08100	0.10100
		<u>WINTER</u>		
		PEAK	0.08800	0.10800
		PART-PEAK	0.07100	0.09200
		SUPER OFF-PEAK	0.05500	0.07700

AI #08 Att B: Complete Table of MCE Rates by Rate Class Pre/Post Prop. Rate Increased

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
A-10-A	<b>A-10-A</b>			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.10200	0.11900
		WINTER	0.07600	0.10000
	DEMAND CHARGE (\$/KW)	SUMMER MAX	-	-
	<b>A-10-A-P</b>			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.08800	0.10600
		WINTER	0.06600	0.08900
	DEMAND CHARGE (\$/KW)	SUMMER MAX	-	-
A-10-B	<b>A-10-B</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.11700	0.13000
		PART-PEAK	0.11700	0.13000
		OFF-PEAK	0.08500	0.10600
	<u>WINTER</u>	PART-PEAK	0.07600	0.09900
		OFF-PEAK	0.07500	0.09900
	DEMAND CHARGE (\$/KW)	SUMMER MAX	-	-
	<b>A-10-B-P</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.10400	0.11800
		PART-PEAK	0.10400	0.11800
		OFF-PEAK	0.07500	0.09600
	<u>WINTER</u>	PART-PEAK	0.06600	0.08900
		OFF-PEAK	0.06500	0.08800
	DEMAND CHARGE (\$/KW)	SUMMER MAX	-	-
B-10-S	<b>B-10-S</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.16800	0.17900
		PART-PEAK	0.10700	0.12500
		OFF-PEAK	0.07500	0.09600
	<u>WINTER</u>	PEAK	0.11100	0.12800
		PART-PEAK	0.07500	0.09700
		SUPER OFF-PEAK	0.03900	0.06500
B-10-P	<b>B-10-P</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.15600	0.16800
		PART-PEAK	0.09800	0.11600
		OFF-PEAK	0.06700	0.08800
	<u>WINTER</u>	PEAK	0.10100	0.11900
		PART-PEAK	0.06800	0.08900
		SUPER OFF-PEAK	0.03200	0.05600

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
B-10-T	<b>B-10-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.14800	0.16900
	PART-PEAK		0.09100	0.11100
	OFF-PEAK		0.06100	0.08100
	<u>WINTER</u>			
	PEAK		0.09500	0.11500
	PART-PEAK		0.06200	0.08200
	SUPER OFF-PEAK		0.02600	0.04500
E-19-S, V	<b>E-19-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.06200	0.07900
	PART-PEAK		0.06200	0.07900
	OFF-PEAK		0.05500	0.07400
	<u>WINTER</u>			
	PART-PEAK		0.05200	0.07200
	OFF-PEAK		0.05200	0.07100
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		10.86000	11.31000
	PART-PEAK		10.86000	11.31000
E-19-P, V	<b>E-19-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.05400	0.07100
	PART-PEAK		0.05400	0.07100
	OFF-PEAK		0.04700	0.06600
	<u>WINTER</u>			
	PART-PEAK		0.04400	0.06400
	OFF-PEAK		0.04300	0.06300
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		9.63000	10.08000
	PART-PEAK		9.63000	10.08000
E-19-T, V	<b>E-19-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.04500	0.06200
	PART-PEAK		0.04500	0.06200
	OFF-PEAK		0.03800	0.05700
	<u>WINTER</u>			
	PART-PEAK		0.03600	0.05500
	OFF-PEAK		0.03500	0.05400
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		10.61000	11.14000
	PART-PEAK		10.61000	11.14000

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-19-R-S, V-R-S	<b>E-19-R-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.14400	0.13700
	PART-PEAK		0.10400	0.12200
	OFF-PEAK		0.07400	0.09700
	<u>WINTER</u>			
	PART-PEAK		0.07100	0.09400
	OFF-PEAK		0.07000	0.09400
E-19-R-P, V-R-P	<b>E-19-R-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.13000	0.12400
	PART-PEAK		0.09300	0.11100
	OFF-PEAK		0.06600	0.08800
	<u>WINTER</u>			
	PART-PEAK		0.06300	0.08800
	OFF-PEAK		0.06200	0.08500
E-19-R-T, V-R-T	<b>E-19-R-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.12500	0.12400
	PART-PEAK		0.09300	0.11100
	OFF-PEAK		0.06900	0.09100
	<u>WINTER</u>			
	PART-PEAK		0.06600	0.08900
	OFF-PEAK		0.06500	0.08800
B-19-S	<b>B-19-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.11000	0.13400
	PART-PEAK		0.08000	0.09900
	OFF-PEAK		0.05900	0.07400
	<u>WINTER</u>			
	PEAK		0.09100	0.11200
	PART-PEAK		0.05900	0.07400
	SUPER OFF-PEAK		0.01600	0.02300
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		14.93000	17.64000
	PART-PEAK		2.17000	2.57000
	<u>WINTER</u>			
	PEAK		1.77000	2.09000
B-19-P	<b>B-19-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.09300	0.11700
	PART-PEAK		0.07100	0.09000
	OFF-PEAK		0.05100	0.06700
	<u>WINTER</u>			
	PEAK		0.08100	0.10200
	PART-PEAK		0.05100	0.06700
	SUPER OFF-PEAK		0.00900	0.01600
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		12.69000	15.22000
	PART-PEAK		1.85000	2.22000
	<u>WINTER</u>			
	PEAK		1.30000	1.55000



PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
B-19-T	<b>B-19-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.07900	0.10100
	PART-PEAK		0.07000	0.09000
	OFF-PEAK		0.05100	0.06700
	<u>WINTER</u>			
	PEAK		0.08000	0.10300
	PART-PEAK		0.05100	0.06700
	SUPER OFF-PEAK		0.00800	0.01500
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		9.61000	11.64000
	PART-PEAK		2.41000	2.91000
	<u>WINTER</u>			
	PEAK		0.93000	1.12000
B-19-S-R	<b>B-19-S-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.23700	0.23900
	PART-PEAK		0.10200	0.11900
	OFF-PEAK		0.06300	0.08500
	<u>WINTER</u>			
	PEAK		0.10500	0.12300
	PART-PEAK		0.06300	0.08500
	SUPER OFF-PEAK		0.02700	0.05400
B-19-P-R	<b>B-19-P-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.21300	0.21600
	PART-PEAK		0.09000	0.10800
	OFF-PEAK		0.05500	0.07700
	<u>WINTER</u>			
	PEAK		0.09200	0.11000
	PART-PEAK		0.05500	0.07700
	SUPER OFF-PEAK		0.01900	0.04600
B-19-T-R	<b>B-19-T-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.17800	0.18300
	PART-PEAK		0.09700	0.11300
	OFF-PEAK		0.05500	0.07700
	<u>WINTER</u>			
	PEAK		0.08800	0.10600
	PART-PEAK		0.05500	0.07700
	SUPER OFF-PEAK		0.01900	0.04600

AI #08 Att B: Complete Table of MCE Rates by Rate Class Pre/Post Prop. Rate Increased

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-20-S	<b>E-20-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.05900	0.07600
	PART-PEAK		0.05900	0.07600
	OFF-PEAK		0.05200	0.07100
	<u>WINTER</u>			
	PART-PEAK		0.04900	0.06900
	OFF-PEAK		0.04800	0.06800
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		10.46000	10.90000
	PART-PEAK		10.46000	10.90000
E-20-P	<b>E-20-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.05600	0.07400
	PART-PEAK		0.05600	0.07400
	OFF-PEAK		0.05000	0.06900
	<u>WINTER</u>			
	PART-PEAK		0.04700	0.06600
	OFF-PEAK		0.04600	0.06600
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		11.27000	11.71000
	PART-PEAK		11.27000	11.71000
E-20-T	<b>E-20-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.04400	0.06100
	PART-PEAK		0.04400	0.06100
	OFF-PEAK		0.03700	0.05600
	<u>WINTER</u>			
	PART-PEAK		0.03500	0.05400
	OFF-PEAK		0.03400	0.05400
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		13.42000	13.79000
	PART-PEAK		13.42000	13.79000

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-20-R-S	<b>E-20-R-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.13400	0.13100
	PART-PEAK		0.09800	0.11800
	OFF-PEAK		0.07100	0.09300
	<u>WINTER</u>			
	PART-PEAK		0.06800	0.09100
	OFF-PEAK		0.06700	0.09000
E-20-R-P	<b>E-20-R-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.13800	0.13200
	PART-PEAK		0.09700	0.11700
	OFF-PEAK		0.06900	0.09100
	<u>WINTER</u>			
	PART-PEAK		0.06600	0.08900
	OFF-PEAK		0.06500	0.08800
E-20-R-T	<b>E-20-R-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.13200	0.12600
	PART-PEAK		0.09100	0.11100
	OFF-PEAK		0.06300	0.08600
	<u>WINTER</u>			
	PART-PEAK		0.06100	0.08400
	OFF-PEAK		0.06000	0.08300
B-20-S	<b>B-20-S</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.10600	0.13000
	PART-PEAK		0.07900	0.09800
	OFF-PEAK		0.05700	0.07300
	<u>WINTER</u>			
	PEAK		0.09000	0.11100
	PART-PEAK		0.05700	0.07200
	SUPER OFF-PEAK		0.01300	0.02100
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		14.78000	17.40000
	PART-PEAK		2.15000	2.53000
	<u>WINTER</u>			
	PEAK		1.89000	2.22000
B-20-P	<b>B-20-P</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.10200	0.12600
	PART-PEAK		0.07400	0.09200
	OFF-PEAK		0.05400	0.06900
	<u>WINTER</u>			
	PEAK		0.08400	0.10500
	PART-PEAK		0.05400	0.06900
	SUPER OFF-PEAK		0.01100	0.01800
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		16.00000	19.14000
	PART-PEAK		2.20000	2.63000
	<u>WINTER</u>			
	PEAK		1.84000	2.21000

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
B-20-T	<b>B-20-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.08400	0.10600
	PART-PEAK		0.06700	0.08500
	OFF-PEAK		0.04700	0.06100
	<u>WINTER</u>			
	PEAK		0.08300	0.10500
	PART-PEAK		0.04400	0.05700
	SUPER OFF-PEAK		0.00400	0.00900
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		17.99000	21.74000
	PART-PEAK		4.31000	5.18000
	<u>WINTER</u>			
	PEAK		2.41000	2.91000
B-20-S-R	<b>B-20-S-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.23100	0.23900
	PART-PEAK		0.09900	0.11700
	OFF-PEAK		0.06100	0.08300
	<u>WINTER</u>			
	PEAK		0.10500	0.12300
	PART-PEAK		0.06100	0.08300
	SUPER OFF-PEAK		0.02600	0.05000
B-20-P-R	<b>B-20-P-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.22000	0.22600
	PART-PEAK		0.09200	0.11000
	OFF-PEAK		0.05700	0.07900
	<u>WINTER</u>			
	PEAK		0.09700	0.11500
	PART-PEAK		0.05700	0.07900
	SUPER OFF-PEAK		0.02200	0.04700
B-20-T-R	<b>B-20-T-R</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.22000	0.22700
	PART-PEAK		0.10200	0.11900
	OFF-PEAK		0.05200	0.07400
	<u>WINTER</u>			
	PEAK		0.10200	0.11900
	PART-PEAK		0.04900	0.07100
	SUPER OFF-PEAK		0.01600	0.04100

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
STOUS	STOUS			
	ENERGY CHARGE (\$/KWH)			
	SUMMER			
	PEAK		0.09700	0.12400
	PART-PEAK		0.07800	0.10100
	OFF-PEAK		0.05400	0.07000
	WINTER			
	PART-PEAK		0.08200	0.10400
	OFF-PEAK		0.06200	0.08100
	RESERVATION CHARGE (\$/KW)		0.47000	0.57000
STOUP	STOUP			
	ENERGY CHARGE (\$/KWH)			
	SUMMER			
	PEAK		0.09700	0.12400
	PART-PEAK		0.07800	0.10100
	OFF-PEAK		0.05400	0.07000
	WINTER			
	PART-PEAK		0.08200	0.10500
	OFF-PEAK		0.06200	0.08100
	RESERVATION CHARGE (\$/KW)		0.47000	0.57000
STOUT	STOUT			
	ENERGY CHARGE (\$/KWH)			
	SUMMER			
	PEAK		0.07700	0.10400
	PART-PEAK		0.06200	0.08400
	OFF-PEAK		0.04100	0.05800
	WINTER			
	PART-PEAK		0.06400	0.08700
	OFF-PEAK		0.04800	0.06700
	RESERVATION CHARGE (\$/KW)		0.39000	0.48000
S-B-S	S-B-S			
	ENERGY CHARGE (\$/KWH)			
	SUMMER			
	PEAK		0.09200	0.11700
	PART-PEAK		0.08000	0.10200
	OFF-PEAK		0.06700	0.08600
	WINTER			
	PEAK		0.08800	0.11100
	PART-PEAK		0.06800	0.08800
	SUPER OFF-PEAK		0.02500	0.03500
	RESERVATION CHARGE (\$/KW)		0.31000	0.37000
S-B-P	S-B-P			
	ENERGY CHARGE (\$/KWH)			
	SUMMER			
	PEAK		0.09200	0.11700
	PART-PEAK		0.08000	0.10200
	OFF-PEAK		0.06700	0.08600
	WINTER			
	PEAK		0.08800	0.11100
	PART-PEAK		0.06800	0.08800
	SUPER OFF-PEAK		0.02500	0.03500
	RESERVATION CHARGE (\$/KW)		0.31000	0.35000

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
S-B-T	<b>S-B-T</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.07900	0.10400
	PART-PEAK		0.06700	0.09000
	OFF-PEAK		0.05400	0.07400
	<u>WINTER</u>			
	PEAK		0.07400	0.09800
	PART-PEAK		0.05600	0.07500
	SUPER OFF-PEAK		0.01300	0.02200
	RESERVATION CHARGE (\$/KW)		0.17000	0.19000
BEV1	<b>BEV1</b>			
	ENERGY CHARGE (\$/KWH)			
	ALL PEAK		0.24300	0.24600
	ALL OFF-PEAK		0.05500	0.07900
	ALL SUPER OFF-PEAK		0.02900	0.05500
BEV2S	<b>BEV2S</b>			
	ENERGY CHARGE (\$/KWH)			
	ALL PEAK		0.25800	0.25700
	ALL OFF-PEAK		0.04800	0.07300
	ALL SUPER OFF-PEAK		0.02200	0.05000
BEV2P, BEV2T	<b>BEV2P</b>			
	ENERGY CHARGE (\$/KWH)			
	ALL PEAK		0.24700	0.24600
	ALL OFF-PEAK		0.04500	0.06900
	ALL SUPER OFF-PEAK		0.02000	0.04800

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>AGRICULTURAL CUSTOMERS</u>				
AG-1-A	<b>AG-1-A</b>			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.06900	0.08700
		WINTER	0.05300	0.07400
	CONNECTED LOAD (\$/HP)	SUMMER MAX	2.26000	2.44000
		WINTER MAX	-	-
AG-1-B	<b>AG-1-B</b>			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.07900	0.09800
		WINTER	0.04700	0.06700
	DEMAND CHARGE (\$/KW)	SUMMER MAX	3.71000	3.80000
		WINTER MAX	-	-
AG-RA	<b>AG-RA</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.17900	0.13900
		OFF-PEAK	0.06100	0.09000
	<u>WINTER</u>	PART-PEAK	0.05000	0.07700
		OFF-PEAK	0.04900	0.07700
	CONNECTED LOAD (\$/HP)	SUMMER	1.7200	1.9600
		WINTER	-	-
AG-RB	<b>AG-RB</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.15700	0.12800
		OFF-PEAK	0.05500	0.08500
	<u>WINTER</u>	PART-PEAK	0.05000	0.07700
		OFF-PEAK	0.04900	0.07600
	DEMAND CHARGE (\$/KW)	<u>SUMMER</u>		
		MAX	1.4300	2.9300
		PEAK	2.5400	0.8300
		WINTER	-	-

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-VA	<b>AG-VA</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.15800	0.13300
	OFF-PEAK		0.06600	0.09000
	<u>WINTER</u>			
	PART-PEAK		0.04900	0.07800
	OFF-PEAK		0.04800	0.07700
	CONNECTED LOAD (\$/HP)			
	SUMMER		1.8100	2.1100
	WINTER		-	-
AG-VB	<b>AG-VB</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.14100	0.11800
	OFF-PEAK		0.05300	0.08100
	<u>WINTER</u>			
	PART-PEAK		0.04300	0.07100
	OFF-PEAK		0.04300	0.07100
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		1.5000	2.7100
	PEAK		2.3300	0.8700
	WINTER		-	-
AG-4-A, AG-4-D	<b>AG-4-A</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.11400	0.10600
	OFF-PEAK		0.06100	0.08500
	<u>WINTER</u>			
	PART-PEAK		0.05200	0.07400
	OFF-PEAK		0.05100	0.07400
	CONNECTED LOAD (\$/HP)			
	SUMMER		1.79000	1.96000
	WINTER		-	-
AG-4-B, AG-4-E	<b>AG-4-B</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.09500	0.10200
	OFF-PEAK		0.06500	0.09000
	<u>WINTER</u>			
	PART-PEAK		0.06000	0.08200
	OFF-PEAK		0.05900	0.08100
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		3.19000	3.47000
	PEAK		1.70000	0.93000
	WINTER		-	-



PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-4-C, AG-4-F	<b>AG-4-C</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.08400	0.08300
	PART-PEAK		0.04900	0.06800
	OFF-PEAK		0.03600	0.06300
	<u>WINTER</u>			
	PART-PEAK		0.04300	0.06300
	OFF-PEAK		0.04300	0.06300
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		5.36000	4.71000
	PART-PEAK		3.21000	3.53000
	WINTER		-	-
AG-5-A, AG-5-D	<b>AG-5-A</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.11000	0.10600
	OFF-PEAK		0.06600	0.08900
	<u>WINTER</u>			
	PART-PEAK		0.05900	0.08000
	OFF-PEAK		0.05800	0.08000
	CONNECTED LOAD (\$/HP)			
	SUMMER		4.91000	5.32000
	WINTER		-	-
AG-5-B, AG-5-E	<b>AG-5-B</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.15300	0.08900
	OFF-PEAK		0.02600	0.06800
	<u>WINTER</u>			
	PART-PEAK		0.05300	0.06500
	OFF-PEAK		0.01500	0.06400
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		6.13000	6.14000
	PEAK		3.85000	1.92000
	WINTER		-	-
AG-5-C, AG-5-F	<b>AG-5-C</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.07300	0.07600
	PART-PEAK		0.04400	0.06400
	OFF-PEAK		0.03300	0.06000
	<u>WINTER</u>			
	PART-PEAK		0.04300	0.06200
	OFF-PEAK		0.04200	0.06100
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK		10.41000	9.45000
	PART-PEAK		6.92000	7.56000
	WINTER		-	-

AI #08 Att B: Complete Table of MCE Rates by Rate Class Pre/Post Prop. Rate Increased

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-A1	<b>AG-A1</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.19900	0.21100
	OFF-PEAK		0.08000	0.10100
	<u>WINTER</u>			
	PEAK		0.07700	0.09800
	OFF-PEAK		0.05100	0.07400
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		-	-
AG-A2	<b>AG-A2</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.19900	0.21100
	OFF-PEAK		0.08000	0.10100
	<u>WINTER</u>			
	PEAK		0.07700	0.09800
	OFF-PEAK		0.05100	0.07400
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		-	-
AG-B	<b>AG-B</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.22300	0.23900
	OFF-PEAK		0.10000	0.12100
	<u>WINTER</u>			
	PEAK		0.09500	0.11600
	OFF-PEAK		0.06900	0.09000
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		-	-
AG-C	<b>AG-C</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.09300	0.10700
	OFF-PEAK		0.06400	0.07800
	<u>WINTER</u>			
	PEAK		0.07900	0.09300
	OFF-PEAK		0.05300	0.06800
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		13.09400	15.36000
AG-FA	<b>AG-FA</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.16500	0.18000
	OFF-PEAK		0.08800	0.10800
	<u>WINTER</u>			
	PEAK		0.07800	0.09900
	OFF-PEAK		0.05200	0.07500
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		-	-

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-FB	<b>AG-FB</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.19000	0.20700
	OFF-PEAK		0.10900	0.12900
	<u>WINTER</u>			
	PEAK		0.09600	0.11800
	OFF-PEAK		0.07000	0.09200
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		-	-
AG-FC	<b>AG-FC</b>			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK		0.09500	0.11000
	OFF-PEAK		0.06500	0.08400
	<u>WINTER</u>			
	PEAK		0.08000	0.09800
	OFF-PEAK		0.05400	0.07500
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	MAX		13.09400	13.63000

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>STREET AND OUTDOOR LIGHTING</u>				
LS-1, LS-2, LS-3, OL-1	<b>SL</b>			
	ENERGY CHARGE (\$/KWH)		0.06900	0.08900
TC-1	<b>TC-1</b>			
	ENERGY CHARGE (\$/KWH)		0.07400	0.09400
<u>DEEP GREEN OPTION</u>				
Customers electing the Deep Green service option will pay the applicable rate for the Light Green service option plus the Deep Green Energy Charge.				
	ENERGY CHARGE (\$/KWH)		0.01000	0.01000
<u>LOCAL SOL OPTION</u>				
For customers taking service under the Local Sol service option, the MCE generation charges of the participating customer's otherwise applicable tariff will be replaced with the following Local Sol Rate:				
	ENERGY CHARGE (\$/KWH)		0.14200	0.14200