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Executive Committee Meeting Friday, December 2, 2022 12:15 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/86255888841?pwd=ekJ4REFPR21QS1lnZjRFb25WYkZkZz09>

Dial: 1-669-900-9128
Meeting ID: 862 5588 8841
Meeting Passcode: 293075

OPEN SESSION
Roll Call/Quorum
Public Open Time (Discussion)

CLOSED SESSION
Conference with Labor Negotiator
Agency Designated Representative: Board Chair
Unrepresented Employee: Chief Executive Officer

Resume OPEN SESSION

1. Roll Call/Quorum
2. Board Announcements (Discussion)

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3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 Approval of 11.4.22 Meeting Minutes
 - C.2 Second Agreement with Thorn Run Partners, LLC
6. Resolution 2022 -15 Establishing the Annual Compensation for the Chief Executive Officer (Discussion/Action)
7. 2022 Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)
8. 2022 MCE Climate Action Leadership Award Nominations (Discussion/Action)
9. Consider Adjusting Time of Executive Committee Meeting (Discussion)
10. Review Draft 12.15.22 Board Agenda (Discussion)
11. Committee Matters & Staff Matters (Discussion)
12. Adjourn

The Board may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the items are described.

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation or an alternative format, please call MCE at 1 (888) 632-3674 at least 72 hours before the meeting start time to ensure arrangements for accommodation.

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MCE EXECUTIVE COMMITTEE MEETING MINUTES
Friday, November 4, 2022
12:15 P.M.

The Executive Committee 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.

Present:	Denise Athas, City of Novato Tom Butt, City of Richmond Barbara Coler, Town of Fairfax Cindy Darling, City of Walnut Creek Ford Greene, Town of San Anselmo Kevin Haroff, City of Larkspur Devin Murphy, City of Pinole Carlyn Obringer, Alternate, City of Concord Max Perrey, City of Mill Valley Shanelle Scales-Preston, City of Pittsburg Gabriel Quinto, City of El Cerrito Brad Wagenknecht, County of Napa and All Five Napa Cities Sally Wilkinson, City of Belvedere
Absent:	Holli Thier, Town of Tiburon
Staff & Others:	Jesica Brooks, Assistant Board Clerk John Dalessi, Consultant, Pacific Energy Advisors Vicken Kasarjian, Chief Operating Officer Shaheen Khan, Director of Human Resources, Diversity & Inclusion Justin Kudo, Senior Strategic Analysis and Rates Manager Tanya Lomas, Internal Operations Assistant Garth Salisbury, Chief Financial Officer & Treasurer Dawn Weisz, Chief Executive Officer

1. Roll Call/Quorum

Chair Haroff called the Special Executive Committee meeting to order at 12:15 p.m. with quorum established by roll call.

2. Public Open Time (Discussion)

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

CLOSED SESSION

Conference with Labor Negotiator
 Agency Designated Representative: Board Chair

DRAFT**Unrepresented Employee: Chief Executive Officer**

The Committee adjourned to Closed Session at 12:20 p.m.

The Committee reconvened in open session at 12:35 p.m.

1. **Roll Call**

Quorum was established by roll call.

2. **Board Announcements (Discussion)**

There were comments made from Directors Butt, Darling, and Obringer.

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

Chair Haroff opened the public comment period and there were comments from member of the public Renee Grevenberg.

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

CEO, Dawn Weisz, reported the following:

- The McGlashan Award nomination requests are due by the end of the day today. Staff will bring the nominees to the December Executive Committee meeting to vote on the recipient, and the award will be given at a full Board meeting.
- We are working on submitting a grant proposal to the Department of Energy for transportation electrification solutions identified by our community.
- We will be holding our regularly scheduled Board meetings in November and December.
- We expect to resume in-person Board meetings in March, as the Governor's state of emergency is set to expire at the end of February.

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

C.1 Approval of 10.7.2022 Meeting Minutes

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

Action: It was M/S/C (Wagenknecht/Greene) to approve **Consent Calendar item C.1**. Motion carried by unanimous roll call vote. (Absent: Director Thier).

6. **Proposed MCE Rate Adjustment in FY 2022/23 (Discussion/Action)**

Garth Salisbury, Chief Financial Officer & Treasurer, Justin Kudo, Senior Strategic Analysis and Rates Manager, and John Dalessi, Consultant, Pacific Energy Advisors, presented this item and addressed questions from Committee members.

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Chair Haroff opened the public comment period and there were comments from members of the public Howdy Goudey, and Daniel Segedin.

Action: It was M/S/C (Coler/Athas) to **direct staff to present a proposal at the Board of Directors November meeting to raise rates by \$0.04/kWh, effective January 1, 2023.** Motion carried by unanimous roll call vote. (Absent: Directors Wilkinson, and Thier).

7. Proposed CEO Review and Compensation Structure (Discussion/Action)

Shaheen Khan, Director of Human Resources, Diversity & Inclusion, and Jean Bonander, Facilitator from Finesse the Future, presented this item and addressed questions from Committee members.

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

Action: It was M/S/C (Perrey/Coler) to **approve the proposed Chief Executive Officer Review and Compensation Structure.** Motion carried by unanimous roll call vote. (Absent: Director: Thier).

8. Review Draft 11.17.22 Board Agenda (Discussion)

CEO Weisz, presented this item and addressed questions from Committee members.

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

Action: No action required.

9. Committee Matters & Staff Matters (Discussion)

There were none.

10. Adjournment

Chair Haroff adjourned the meeting at 2:06 p.m. to the next scheduled Executive Committee Meeting on December 2, 2022.

Kevin Haroff, Chair

Attest:

Dawn Weisz, Secretary



December 2, 2022

TO: MCE Executive Committee

FROM: Stephanie Chen, Director of Legislative Affairs

RE: Second Agreement with Thorn Run Partners, LLC (Agenda Item #05 C.2)

ATTACHMENT: Second Agreement with Thorn Run Partners, LLC

Dear Executive Committee Members:

Summary:

After the passage of the 2021 Infrastructure Investment and Jobs Act, several Board members advised staff that an increased federal lobbying presence was necessary 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, LLC ("TRP") was selected as MCE's federal lobbyist for 2022. 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.

With guidance and assistance from Mr. Davenport and TRP, in 2022 MCE submitted three community directed spending requests (also known as earmark requests) to MCE's Congressional delegation to support MCE's Healthy Homes, Energy Storage, and EV Charging programs. All three requests are currently included in the federal spending package, having been championed by four legislators—Senator Dianne Feinstein, Senator Alex Padilla, Congressman John Garamendi, and Congressman Jared Huffman. In support of these requests and of MCE's federal visibility generally, in the spring of 2022 TRP organized a highly successful series of meetings in Washington, D.C. with MCE's delegation and key agency leadership. These meetings were attended by MCE staff as well as Board members.

With the passage of the Inflation Reduction Act in August, the opportunities to build MCE's profile at the federal level and secure additional grant funding for MCE's programs and procurement have significantly increased, and this activity is expected to continue through 2023 and beyond. Additionally, MCE staff intends to pursue additional community-directed spending requests in the coming years, so long as Congress presents the opportunity to do so. The insights, relationships, and strategic thought partnership TRP brings to MCE have proven to deliver value to MCE during 2022 and we expect they would continue to do so in 2023.

Under the proposed Second Agreement with Thorn Run Partners, LLC (attached), TRP would conduct activities on behalf of MCE including helping to secure community-directed spending requests, supporting MCE's grant funding requests, 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. TRP's current flat monthly fee of \$8,500 would remain unchanged in 2023, for a total of \$102,000 in 2023 for these services.

Fiscal Impacts: Costs related to the referenced Second Agreement with Thorn Run Partners, LLC for the current fiscal year (FY) are included in the FY 2022/23 Operating Fund Budget. Costs for FY 2023/24 would be incorporated into that proposed budget.

Recommendation: Approve the Second Agreement with Thorn Run Partners, LLC.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT
SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND THORN RUN PARTNERS, LLC**

THIS SECOND AGREEMENT ("Agreement") is made and entered into on December 2, 2022 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and THORN RUN PARTNERS, LLC, a Washington D.C. limited liability company with principal address at: 100 M Street Southeast, Suite 750, Washington, DC 20003 (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 **\$102,000**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2023** ("Effective Date") and shall terminate on **December 31, 2023**, 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 **limited liability company** duly organized, validly existing and in good standing under the laws of **Washington, District of Columbia**, (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.

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. 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 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
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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 Contractor at the following address:

Contractor:	Jim Davenport
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Address:	100 M Street Southeast, Suite 750 Washington, District of Columbia 20003
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Email Address:	jdavenport@thornrun.com
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Telephone No.:	(202) 849-8528
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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>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		

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. DIVERSITY SURVEY:

Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Contractor agrees to provide information to MCE regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: <https://form.asana.com/?k=jSGYk4x3sf2dHfSzywc2fg&d=163567039999692> (the "Diversity Survey"). Because MCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall provide all such information in the timeframe reasonably requested by MCE.

28. 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:

Title:

Title:

Date:

Date:

By:

Chairperson

Date:

MODIFICATIONS TO STANDARD SHORT FORM

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

List sections affected: 6.1

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 Associate 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 2023 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 Associate General Counsel's written approval.

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 \$8,500 per month.

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$102,000** for the term of the Agreement.



December 2, 2022

TO: MCE Executive Committee

FROM: Sebastian Conn, Community Development Manager

RE: 2022 Charles F. McGlashan Advocacy Award Nominations
(Agenda Item #07)

Dear Executive Committee Members:

Summary:

The Charles F. McGlashan Advocacy Award was established in 2011 to recognize individuals and organizations who have demonstrated passion, dedication, and leadership on behalf of MCE. The annual award also honors and commemorates the life and legacy of environmental leadership left behind by former founding MCE Chairman Charles F. McGlashan.

Recipients of the award are recognized with a ceremony held at a regular meeting of the MCE Board of Directors. Recipients will also have their names inscribed on a plaque that shares other awardee names and is displayed outside the Charles McGlashan Room at the MCE office in San Rafael. The recipient will be recognized in MCE's e-newsletter, online blog, and social media.

Below is a list of Charles F. McGlashan Advocacy Award recipients, to date:

- Sustainable Contra Costa (2021)
- Marin Center for Independent Living (MCIL), Disability Services Legal Center (DSLCL), the Independent Living Resources of Solano and Contra Costa (ILRSCC), and Vi Ibarra from the Developmental Disabilities Council of Contra Costa County (2020)
- Deborah Elliott with County of Napa (2020)
- Fairfax Climate Action Committee (2020)
- Sustainable Rossmore and the National Council for Jewish Women, Contra Costa Division (2019)
- Gloria Castillo with Canal Alliance (2019)
- Sustainable Lafayette (2018)

- Resilient Neighborhoods (2018)
- Verna Causby-Smith with EAH Affordable Housing (2018)
- The El Cerrito Environmental Quality Committee (2017)
- Sustainable Napa County (2016)
- Constance Beutel of Benicia's Community Sustainability Commission (2015)
- Doria Robinson of Urban Tilth (2014)
- Lea Dutton of the San Anselmo Quality of Life Commission (2013)
- The Mainstreet Moms (2012)
- Barbara George of Women's Energy Matters (2011)

Below is a list of nominees for the 2022 Charles F. McGlashan Award:

- Matthew Belasco with Pittsburg Unified School District, Contra Costa County
- Sara Bellafronte with City of Pittsburg, Contra Costa County
- Solano County Youth Achievement Center, Solano County
- Marin Community Action Network (MarinCAN), Marin County
- Napa Green, Napa County

Matt Belasco, Pittsburg Unified School District

Over the past several years, Matt Belasco, Maintenance, Operations, and Transportation Director with the Pittsburg Unified School District (PUSD), has been a leader in sustainability and a champion for MCE. Matt has served as a key speaker for MCE sponsored workshops and has enrolled PUSD schools in various MCE programs, through which he has trained himself and his team on energy management best practices to benefit more than 11,000 students.

Matt serves as the lead for the school's participation in MCE's Strategic Energy Management program where he identifies energy savings opportunities throughout the facilities. Matt also led the charge to gain approvals for deployment of MCE's Energy Storage Program across 10 of the 13 District campuses.

Matt is a trusted member of the PUSD community, having served in previous roles within the Nutrition and Transportation services departments. Throughout his career, Matthew has advocated for improved health and environmental outcomes for the students and community members whom PUSD serves. Under Matt's leadership, PUSD has also purchased 3 electric school busses for its students. Matt has been a tireless advocate for MCE and for his community by furthering PUSD's progress as an environmental and renewable energy leader.

Sara Bellafronte, City of Pittsburg

Sara Bellafronte serves as the Economic Development and Waterfront Administrative Analyst with the City of Pittsburg and is constantly finding opportunities to connect her community with valuable resources, including MCE's programs and services.

Throughout 2022, Sara worked closely with MCE staff to integrate MCE programs within the city's capital improvement strategy. After a year of planning and advocacy with local decision makers, Sara worked with MCE staff to successfully submit rebate reservations that will bring the necessary funding and technical assistance to install 20 new EV charging stations in the City of Pittsburg in 2023. In addition, during the extended CAISO Flex Alerts this summer, Sara worked to find ways the city could rapidly reduce energy consumption and participate in MCE's PeakFlex program. Sara also led efforts to enroll the City of Pittsburg in MCE's Strategic Energy Management program.

In her role, Sara also plans and implements community programming for Pittsburg residents. In June 2022, in partnership with MCE, Sara developed the Green Footprint Festival, a community event that celebrated environmental stewardship efforts in Pittsburg. Through Sara's leadership, approximately 300 youth attendees were able to experience exhibits, activities, and entertainment that aimed to inspire environmental awareness and respect for the earth. As part of the event programming, Sara invited MCE to attend and speak to residents about various bill savings opportunities, including the MCE Cares Credit. Sara is a unique leader and true public servant who always aims to bring resources to her community.

Solano County Youth Achievement Center

The Solano County Youth Achievement Center (YAC) is a one-stop service site for youth under community supervision that addresses both youth development and changeable factors associated with criminal activity. Located in Vallejo and Fairfield, the program is designed to reduce each young person's likelihood of recidivism and increase the protective factors that help create healthy adults. MCE staff were introduced to YAC through Supervisor Monica Brown, the MCE Board Director alternate for Solano County.

To highlight workforce opportunities and the benefits of renewable energy in the local community, MCE partnered with YAC staff to conduct our first career day and solar site visit for young people who receive services from YAC. As part of the event programming, we were joined by Deyonna Hancock, a recent graduate of the Rising Sun Opportunity Build workforce development program, who spoke about her experience graduating from Rising Sun and how she obtained full time employment as a union-represented ironworker. The day concluded with a field trip to MCE's Lake Herman Feed-In Tariff solar site, which was built using 99% union labor. MCE looks forward to partnering with YAC for similar events and sharing workforce and educational opportunities in the future.

Marin Community Action Network (MarinCAN)

Formerly Drawdown Marin, MarinCAN is a newly formed nonprofit organization that aims to dramatically reduce greenhouse gas (GHG) emissions, prepare for climate

change impacts, and meaningfully address and integrate equity work. MarinCAN works with Marin County residents, businesses, organizations, agencies, and local governments to design and implement local climate change solutions in six focus areas: Renewable Energy, Transportation, Buildings and Infrastructure, Local Food and Food Waste, and Climate Resilient Communities.

In 2022, MCE staff joined the founding Board of MarinCAN, along with elected leaders and dedicated, environmentally-minded community advocates from Marin County. MarinCAN aims to empower the public to participate and make decisions with local agencies and governments about local climate change efforts. MCE looks forward to collaborating with MarinCAN to address our shared goals of eliminating fossil fuel GHGs and creating equitable community benefits.

Napa Green

Napa Green has been a key advocate for MCE in Napa County for several years. Napa Green connects wineries and vineyards with MCE staff, making warm introductions along with their expressed support of our Deep Green 100% renewable service. They actively communicate the importance of adding EV charging to local businesses and always highlight MCE rebates and services. Their Green Certification program attributes points for EV charging installation and Deep Green enrollment. They work collaboratively with our energy efficiency and Strategic Energy Management programs, providing leads and introductions to wineries and vineyards. Napa Green's Executive Director, Anna Brittain, co-founded the 2022 Napa THRIVES event series and ensured MCE was significantly represented, inviting MCE staff to speak on an EV panel discussion and table in a premier location.

Napa Green created the idea of promoting Deep Green at local wineries by providing an MCE Deep Green-certified sign attachment to their Napa Green Certified signage, seen visibly in front of wineries and vineyards. This new signage had a successful rollout this year with approximately twelve well-established and respected Napa wineries and vintners. Napa Green's creative marketing of MCE Deep Green service exemplifies their support of MCE's mission to confront the climate crisis by eliminating fossil fuel greenhouse gas emissions and increasing renewable energy production.

Fiscal Impacts:

None

Recommendation:

Select the 2022 recipient(s) of the Charles F. McGlashan Advocacy Award to be presented at a future meeting of the MCE Board of Directors.



December 2, 2022

TO: MCE Executive Committee

FROM: Stephanie Chen, Director of Legislative Affairs

RE: 2022 MCE Climate Action Leadership Award Nominations
(Agenda Item #08)

Dear Executive Committee Members:

Summary:

MCE created the Climate Action Leadership Award in 2020 to celebrate policymakers and advocates who have made significant contributions toward California's fight against climate change through clean energy policies that benefit CCA customers. Each year, MCE's staff have recommended, and MCE's Board has selected, an individual who has made an important impact during the past year or over an extended career in service to the public. The award is open to 1) regulators, legislators, and other government decision-makers; and 2) stakeholders who have partnered with MCE to effectively advocate for policies that benefit MCE's communities and our planet.

In 2020, the inaugural Climate Action Leadership Award was presented to California Senator Mike McGuire (D-Healdsburg). Last year, the 2021 Leadership Award was presented to California Assemblymember Cecilia Aguiar-Curry (D-Winters). At this time, staff respectfully submits a three-part nomination of federal Senators and Members of Congress who championed MCE's first-ever community-directed spending proposals:

- Senator Dianne Feinstein
- Congressman John Garamendi
- Congressman Jared Huffman

Senator Dianne Feinstein

Senator Feinstein has served California in the Senate since 1992, and during her tenure has championed several climate and clean energy policies including increasing automotive fuel efficiency, natural lands conservation and restoration, improving California's water infrastructure, and reducing the threat of wildfires. Over the last 30

years, Senator Feinstein has served in key leadership roles on several Senate committees, often as the first woman to hold the role. Prior to her election to the Senate, Senator Feinstein served as a San Francisco County Supervisor for nine years, and as Mayor of San Francisco for another eight years.

Senator Feinstein's leadership has secured billions of dollars for California communities across a wide range of issue areas. This year, Senator Feinstein submitted two community directed spending requests of \$500,000 each on behalf of MCE, for new efforts in our Energy Storage and Healthy Homes programs.

Congressman John Garamendi

Congressman Garamendi was first elected to the California state legislature in 1974, where among many other accomplishments he authored the nation's first solar, wind and energy conservation tax credit. Congressman Garamendi was appointed Deputy Secretary of the Interior in 1995 and, in that role, he led significant environmental restoration efforts in the Sacramento and San Joaquin River Basins, the Delta and the San Francisco Bay. He continues to be a leading advocate for a comprehensive statewide water plan. Congressman Garamendi has also served as California's Insurance Commissioner and Lieutenant Governor, and has chaired the State Land Commission and Commission for Economic Development.

Congressman Garamendi was first elected to the House of Representatives in 2009, and has been a champion for domestic jobs, climate action, infrastructure investments, rural communities, and family farmers, among many other critical national and local priorities. Within MCE's service area, Congressman Garamendi's new district includes parts of both Solano and Contra Costa Counties. This year, Congressman Garamendi submitted a community directed spending request for \$1,000,000 on behalf of MCE, to expand the impact of our Healthy Homes program.¹

Congressman Jared Huffman

Within MCE's service area, Congressman Huffman represents Marin County. He was first elected to Congress in November 2012 and has built a track record of strong leadership on a wide range of environmental issues including climate action, climate resiliency, and protecting California's coastlines, waters, and wildlife. Before being elected to Congress, Congressman Huffman represented the North Bay for six years in the California Assembly, where he played a leading role in crafting landmark water reforms in 2009. He also authored several key pieces of legislation, including California's first lighting efficiency standards and the nation's largest program for solar hot water heating.

Before election to the California Assembly, Congressman Huffman worked as a Senior Attorney for the Natural Resources Defense Council, where his work included a

¹ While both Congressman Garamendi and Senator Feinstein submitted requests in support of MCE's Healthy Homes program, the request is ultimately proceeding on the House side of the budget.

restoration agreement for a 153-mile stretch of the San Joaquin River. Congressman Huffman also served as Director of the Marin Municipal Water District for twelve years. This year, Congressman Huffman submitted a community directed spending request for \$2,000,000 on behalf of MCE, to expand and deepen our Electric Vehicle Charging Station program.

Fiscal Impacts: None

Recommendation:

Approve staff's recommendation to present 2022 Climate Action Leadership Awards to Senator Dianne Feinstein, Congressman John Garamendi, and Congressman Jared Huffman at an upcoming Board meeting.



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

DRAFT

**Board of Directors Meeting
Thursday, December 15, 2022
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/82085254745?pwd=dWs0b1NTbWNYbjRJbVZLMVZzZjZrUT09>

Dial: (669) 900-9128
Webinar ID: 820 8525 4745
Meeting Passcode: 205749

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Resolution No. 2022-16 Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code 54953(e) (Discussion/Action)
5. Report from Chief Executive Officer (Discussion)
6. Consent Calendar (Discussion/Action)
 - C.1 Approval of 11.17.22 Meeting Minutes
 - C.2 Approved Contracts For Energy Update

Agenda Page 2 of 2

7. Resolution 2022-17 Recognizing Chair Tom Butt for his Service (Discussion/Action)
8. Resolution 2022-18 Recognizing Director Denise Athas for her Service (Discussion/Action)
9. Resolution 2022-19 Recognizing Director Ford Greene for his Service (Discussion/Action)
10. Resolution 2022-20 Recognizing Director Brad Wagenknecht for his Service (Discussion/Action)
11. Resolution 2022-21 Recognizing Director Christina Strawbridge for her Service (Discussion/Action)
12. Resolution 2022-22 Recognizing Director Katy Miessner for her Service (Discussion/Action)
13. Election of Officers (Discussion/Action)
14. Western Systems Power Pool Agreement Confirmation Letter between Geysers Power Company, LLC and Marin Clean Energy (Discussion/Action)
15. Renewable Power Purchase Agreement between Geysers Power Company, LLC and Marin Clean Energy (Discussion/Action)
16. MCE Rate Adjustment in FY 2022-23 (Discussion/Action)
17. Review of Member Community Needs & Priorities (Discussion)
18. Resolution 2022-23 Increasing Purchasing Agent Authority (Discussion/Action)
19. Board Matters & Staff Matters (Discussion)
20. Adjourn

The Board may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the items are described.

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation or an alternative format, please call MCE at 1 (888) 632-3674 at least 72 hours before the meeting start time to ensure arrangements for accommodation.