



MCE Executive Committee Meeting
Wednesday, December 4, 2024
12:00 p.m.

Public comments may be made in person or remotely via the details below.

1125 Tamalpais Avenue, San Rafael, CA 94901 (MCE)
2300 Clayton Road, Suite 1150, Concord, CA 94920 (MCE)

Remote Public Meeting Participation

Video Conference: <https://t.ly/DnY7U>

Phone: Dial (669) 900-9128, Meeting ID 861 2234 3784, Passcode 415565

The Executive Committee 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 who requires an accommodation or an alternative format, please contact MCE at (888) 632-3674 or ada-coordinator@mceCleanEnergy.org at least 72 hours before the meeting start time to ensure arrangements are made.

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 11.6.24 Meeting Minutes
 - C.2 Proposed Fifth Agreement with Strategic Energy Innovations
6. Update on Attracting and Retaining MCE Staff (Discussion)

Agenda Page 2 of 2

7. Revisiting MCE's Committee Structure (Discussion/Action)
8. Streamlined Executive Committee Meetings (Discussion/Action)
9. Committee & Staff Matters (Discussion)
10. Adjourn

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MCE EXECUTIVE COMMITTEE MEETING MINUTES
Wednesday, November 6, 2024
12:00 P.M.

Present: Cindy Darling, City of Walnut Creek
David Fong, Town of Danville
Maika Llorens Gulati, City of San Rafael
Eduardo Martinez, City of Richmond
Lisa Motoyama, Alternate, City of El Cerrito
Devin Murphy, City of Pinole
Laura Nakamura, City of Concord
Max Perrey, City of Mill Valley, Chair
Pat Ravasio, Alternate, Town of Corte Madera
Sally Wilkinson, City of Belvedere

Absent: Mathew Salter, Town of Ross
Shanelle Scales-Preston, City of Pittsburgh

**Staff
& Others:** Martin Bond, Senior Business Development Manager
Jesica Brooks, Lead Board Clerk and Executive Assistant
Nicole Busto, Manager of Marketing
Diana Chou, Senior Customer Programs Manager
Shuvo Chowdhury, VP of Technology and Analytics
Sherry Clark, Human Resources, Diversity & Inclusion Generalist
Sebastian Conn, Senior Community Development Manager
Kathleen Culhane, Board Clerk
Carol Dorsett, Human Resources Specialist, Talent, Diversity & Inclusion
Alex Havenar-Daughton, VP of Customer Programs
Mariela Herrick, Senior Community Development Manager
Vicken Kasarjian, Chief Operations Officer
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion
Chris Kubik, Senior Business Development Manager
Caroline Lavenue, Legal Counsel
Tanya Lomas, Internal Operations Coordinator
Stephen Mariani, Senior Power Procurement Manager
Monique McCool, Paralegal
Lindsay Meehan, Manager of Human Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Coordinator
Jackie Nuñez, Bilingual Communications Manager
Efren Oxlaj, Finance Manager
Justine Parmelee, VP of Internal Operations

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Zae Perrin, VP of Customer Operations
Reilly Schroeder, Intern
Enyonam Senyo-Mensah, Internal Operations Manager
Dan Settlemyer, Internal Operations Associate
Maíra Strauss, Director of Finance
Jenna Tenney, Manager of Communications and Community Engagement
Greg Tillman, Associate Director of Rates
Jamie Tuckey, Chief Customer Officer
Dawn Weisz, CEO

1. Roll Call

Chair Perrey called the regular Executive Committee meeting to order at 12:00 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

Comments were made by Chair Perrey.

3. Public Open Time (Discussion)

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

Begin Closed Session Chair Perrey opened the closed session at 12:03 p.m.

4. Return to Open Session - Roll Call

Chair Perrey returned to open session at 1:31 p.m. and quorum was established by roll call.

5. Resolution No. 2024-04 Establishing the Annual Compensation for the Chief Executive Officer (Discussion/Action)

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

Action: It was M/S/C (Martinez/Motoyama) to approve **Resolution No. 2024-04 Establishing the Annual Compensation for the Chief Executive Officer**. Motion carried by unanimous roll call vote. (Absent: Directors Salter and Scales-Preston).

6. Consent Calendar (Discussion/Action)

C.1. Approval of 10.2.24 Meeting Minutes

C.2. Proposed Second Amended and Restated Schedule A.1 with CLEAResult Consulting, Inc.

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C.3. Draft 11.21.24 Board Agenda

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

Action: It was M/S/C (Gulati/Martinez) to approve **Consent Calendar items C.1, C.2, and C.3**. Motion carried by unanimous roll call vote. (Absent: Directors Salter and Scales-Preston).

7. Update on MCE Pro Forma (Discussion)

Maíra Strauss, Director of Finance, and John Dalessi, President, Pacific Energy Advisors, introduced this item and addressed questions from Committee members.

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

8. Report from Chief Executive Officer (Discussion)

CEO Dawn Weisz introduced this item and addressed questions from Committee members.

9. Update on Attracting and Retaining MCE Staff (Discussion)

This item was continued until the next scheduled Executive Committee Meeting on December 4, 2024.

10. Revisiting MCE's Committee Structure (Discussion)

This item was continued until the next scheduled Executive Committee Meeting on December 4, 2024.

11. Committee & Staff Matters (Discussion)

There were none.

12. Adjournment

Chair Perrey adjourned the meeting at 2:19 p.m. to the next scheduled Executive Committee Meeting on December 4, 2024.

Max Perrey, Chair

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Attest:

Dawn Weisz, Secretary



December 4, 2024

TO: MCE Executive Committee

FROM: Javier Montalbo, Customer Programs Manager

RE: Proposed Fifth Agreement with Strategic Energy Innovations
(Agenda Item #05 C.2)

ATTACHMENT: Fifth Agreement with Strategic Energy Innovations

Dear Executive Committee Members:

Summary:

The proposed Fifth Agreement with Strategic Energy Innovations ("SEI") would allow SEI to continue to implement MCE's Green Workforce Pathways ("GWP") program.

Background

The GWP program is part of MCE's portfolio of California Public Utility Commission (CPUC) funded energy efficiency programs. The GWP program aims to provide training to energy industry contractors on best practices in electrification and to provide a pathway for qualified job seekers ("Trainees") to on-the-job training opportunities with contractors.

Under the proposed agreement, SEI would:

- Manage Trainee development in partnership with educational organizations.
- Recruit Trainees for the program.
- Coordinate on-the-job training opportunities with contractors involved in MCE's energy efficiency and electrification programs.
- Collaborate with program partners, including the Association for Energy Affordability, MCE, and energy trade educators.
- Oversee all aspects of the on-the-job training program for Trainees.
- Provide instructional and curriculum design support to energy trade educators.

Fiscal Impacts:

If approved, the proposed Fifth Agreement with SEI would be active from January 1, 2025, through December 31, 2025, with a not to exceed contract value of \$507,049. Expenditures would be funded entirely from the energy efficiency program funds allocated by the CPUC.

Recommendation:

Approve the proposed Fifth Agreement with SEI.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT
FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND STRATEGIC ENERGY INNOVATIONS**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into on December 4, 2024 by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and STRATEGIC ENERGY INNOVATIONS, a California nonprofit corporation with principal address at: 100 Smith Ranch Road, Suite 124, San Rafael, CA 94903, USA (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 **\$507,049**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **January 1, 2025** ("Effective Date") and shall terminate on **December 31, 2025**, 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.

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 **three million dollars (\$3,000,000)** 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 D), 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, or 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:	Monique McCool
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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.:	(415) 464-6049
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Notices shall be given to Contractor at the following address:

Contractor:	Sophia Zug
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Address:	100 Smith Ranch Road, Suite 124, San Rafael, CA 94903, USA
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Email Address:	sophia@seiinc.org
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Telephone No.:	415.507.1797
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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		

<u>EXHIBIT</u> <u>C.</u>	X	Energy Efficiency Program Terms
<u>EXHIBIT</u> <u>D.</u>	X	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. 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: 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 Customer Programs staff, up to the maximum time/fees allowed under this Agreement:

Definitions:

- Job Seeker(s): Individual the Program is supporting in some capacity.
- Participant(s): Job seekers participating in a paid work experience through the Program.
- Program Partner(s): Training service providers, wrap-around service providers and Potential Employers.
- Potential Employer(s): Contractors who work in the energy industry who are matched with Participants. Potential Employers serve as employer of record.
- Program: Green Workforce Pathways Program, which is part of MCE's greater Workforce Education and Training Program. The Program and Contractor's involvement with the Program is subject to change, based on written agreement by MCE and Contractor.

Contractor will provide the following implementation services as requested and directed by MCE staff for the Program. Tasks included in this scope are:

1. Collaboration and Coordination with MCE and Program Partners.
2. Management of the Program and Support Services.
3. Training Content Improvement Support.
4. Project Management.

MCE's Green Workforce Pathways program ("Program") offers Job Seekers a pathway towards energy sector careers by providing customized support. There are two distinct, simultaneous portions of the Program: The Job Seeker and Participant portion and the Potential Employer portion. Contractor will manage the Job Seeker and Participant portion of the Program.

Task 1: Collaboration and Coordination with MCE and Program Partners

Contractor will help manage collaboration among Program Partners.

Deliverables:

- Conduct regular, as needed check-ins with Association for Energy Affordability ("AEA", or a different, similar contractor as designated by MCE) to coordinate the Potential Employer portion of the Program;
- Develop and manage regular, as needed check-ins among all Program Partners and/or MCE and/or AEA to coordinate training and continued support efforts;
- Conduct regular, as needed check-ins with MCE to: update MCE on status of Task 1 ongoing activities, discuss any areas of concern, request input from MCE.

Task 2A: Management of Program and Support Services

Contractor will engage at least 60 energy sector Job Seekers by providing customized support towards energy sector careers, including: career and job coaching, wrap-around service provider connections, and/or energy job access/placement. Contractor will customize Job Seeker services based on Job Seekers' needs and will coordinate with Program Partners to support Job Seekers where possible.

Job Seeker Recruitment: In order to recruit individuals into the Program, Contractor will:

- Develop collateral to market Program to Job Seekers, as needed (collateral to be pre-approved by MCE prior to distribution).
- Support recruitment of Job Seekers, from Program Partners and beyond, as needed. Strategies will include events and outreach to local job center/workforce training partners, posting job descriptions to portals such as Indeed, and working with community partners such as Workforce Investment Boards, job centers, and the Marin City Community Development Corporation to attract applicants across MCE Service Area.

Personalized Job Seeker Support: Contractor will provide (or, if necessary, refer Job Seekers to another entity that provides) at least one of the following services for each Job Seekers:

Career Needs Assessment and Planning Support:

- Explore potential career paths with Job Seekers.
- Assist Job Seekers in selecting their preferred career path and review entry level qualifications.
- Establish a career plan and identify barriers.
- Devise a supportive service strategy to address identified barriers.

Supportive Services:

- Criminal record expungement.
- Assistance with securing a driver's license.

- Assistance in improving English language skills.
- Providing job site transportation support.
- Connecting Job Seekers with food, childcare, and/or housing security services.
- Providing Job Seekers with professional clothing, tools, and footwear that are typically required for the Job Seekers to enter the workforce.

Job Readiness Support:

- Customized resume development which includes teaching Job Seekers how to analyze job descriptions and extract essential qualifications and creating customized resumes that effectively address the extracted essentials.
- Interviewing practice and/or preparation.
- Career coaching and confidence building.
- Connecting Job Seekers with energy industry employers (including Potential Employers brought in by AEA or a different, similar contractor as designated by MCE), by:
 - Coordinating industry partners to present at training programs.
 - Identifying job opportunities.
 - Facilitating informational interviews.
 - Matching Participants with paid work experience placements; and
 - Building connections with local training partners and organizations to enhance energy job skills (including pre-apprenticeship programs and programs that provide training to candidates).
- Additional services may also be provided if agreed upon by Contractor and MCE.

Of these 60 Job Seekers, Contractor will support 13 Participants in paid work experience placements, as detailed below:

Paid Work Experience for Participants: Contractor will work with Potential Employers to manage the Program. Contractor will provide support for Participants in the Program by completing the following subtasks as needed:

Potential Employer Coordination:

- Work with pre-vetted Potential Employers to identify positions for Participants (Vetting of Potential Employers prior to Program enrollment to be provided by AEA or a different, similar contractor as designated by MCE).
- Understand the job scope for each Participant position by identifying the key skills and roles Potential Employers are seeking in each Participant position.
- Coordinate with Potential Employers to determine Potential Employers' ideal roles in the hiring process.

Participant Hiring

- Conduct Participant screenings; collect needed documents from Participants such as resumes.
- Match Potential Participants with individual Potential Employers.
- Provide Rate of Pay/Potential Employer Oversight: for up to 160 regular hours for each Participant at pay rate of at least \$20 per hour (hourly rates for the 13 paid Participants shall be determined by Contractor based on Potential Employer entry rate of pay). Contractor will subsidize the Potential Employer for the agreed upon wage, up to \$26/hour, for the hours worked by the Participant.
 - The Contractor will subsidize the cost of employment, up to 160 hours and up to \$26 per hour per Participant. Exact amounts will vary based on Participant's starting wage and the duration of each paid work experience.

Deliverables:

- Provide at least 60 **Job Seekers** with customized, personalized support ranging from career and job coaching, wrap-around service provider connection, and/or job access/placement. Contractor will document and report on the types of services each Job Seeker receives. Support will be provided regardless of whether the Job Seeker later enters a paid work experience placement.
- Of those 60 Job Seekers, support at least 13 **Participants** with paid work experience placements.

Task 2B: Management of Program and Support Services for the “Training the Next Generation Project”

Energy Efficiency (EE) and Electrification Job Coaching, Contractor Matching, & Program Management

- Coordinate with LIME Foundation to identify the “best fit” candidates for the Program
- Support graduates referred by LIME Foundation with preparing and completing the application process for the paid work experience opportunity in the Program.
- If applicable, support LIME Foundation graduates in the paid work experience portion of the Program
- Support the onboarding of Potential Employers to ensure adequate placements
- Communicate to participating Program employing contractors about paid work experience, inquiring about the available positions and what skills/qualifications they are looking for in jobseekers

- Report on activity with preparing LIME Foundation graduates to be successful in placements
- Report outcomes of LIME Foundation graduates and their status with contractor placements

Deliverables:

- Provide new hire support for up to 6 graduates matched with enrolled Program contractors
- Report to MCE on Program activities and outcomes associated with LIME Foundation graduates

Task 3: Training Content Improvement Support

Contractor will work with MCE, AEA (or a different, similar contractor as designated by MCE), and selected training service providers to support continuous improvement of training materials and content. Contractor will collaborate with training service providers' faculty/instructors to enhance the quality of Participant training through two training improvement projects using: Contractor staff time, pre-existing Contractor curriculum, training service provider time for curriculum improvement, resources for training materials, and/or trainer implementation of training through co-instruction.

Deliverable:

- Oversee at least two training improvement projects to completion.

Task 4: Project Management

By the 16th of each month, Contractor will provide a monthly status report to MCE Customer Programs staff that includes Program accomplishments, status of Task completion, and descriptions of each expense and hours spent the previous month.

Deliverable:

- 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: Collaboration and Coordination with MCE and Program Partners: \$70,000

Task 2A: Management of Program and Support Services: \$381,633

Task 2B: Management of Program and Support Services for the "Training the Next Generation Project": \$15,416

Task 3: Training Content Improvement Support: \$30,000

Task 4: Project Management: \$10,000

Total: \$507,049

*Upon written request of Contractor and written approval of MCE, funds may shift between Tasks 1-4 to accomplish the scope of services outlined in this Agreement.

**As is consistent with CPUC rules, any unspent funds that remain in Program year 2024 may be rolled over to Program year 2025. MCE will inform Contractor via email what available funds may be rolled over.

Contractor Staff Rates

Title	Hourly Rate
Executive Director	\$254
Deputy Director	\$234
Senior or Principal Director	\$220
Director	\$213
Associate Director	\$200
Manager	\$192
Associate Manager	\$164
Coordinator	\$144
Associate Coordinator	\$121
Non-Profit Leadership Fellow	\$107

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 a monthly status report with 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 match 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 \$507,049** for the term of the Agreement.

EXHIBIT C
Energy Efficiency Program Terms

The terms below shall apply to all Contractor Parties providing Services under the MCE16 - Green Workforce Pathways ("Program").

1. BILLING, ENERGY USE, AND PROGRAM TRACKING DATA:

- a) Contractor 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 Contractor to be aware of all CPUC requirements applicable to the Services of this Agreement.
- b) Contractor 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) Contractor shall make available to MCE any revisions to Contractor'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, Contractor shall comply with, and shall cause all Contractor 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, Contractor shall provide all documentation necessary to demonstrate to MCE's reasonable satisfaction that Contractor has complied with the Workforce Standards.

3. COORDINATION WITH OTHER PROGRAM ADMINISTRATORS:

Contractor 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 Contractor is required to comply with such rules.

4. MEASUREMENT AND VERIFICATION REQUIREMENTS, INCLUDING GUIDELINES ABOUT NORMALIZED METERED ENERGY CONSUMPTION ("NMEC") DESIGN REQUIREMENTS:

Contractor 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. Contractor shall use modified values upon MCE's request, provided MCE modifies Contractor'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: Contractor 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.

EXHIBIT D
Contractor Materials

The training materials below have been developed by and are exclusively owned by the Consultant. Contractor shall retain all of its rights, title and interest in all Pre-Existing Materials and Contract Materials herein.

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. School Energy Use and Solar Monitoring (SEI copyright 10/14/13)
11. Solar USB Charger (SEI copyright 2/12/15, updated 6/2019)
12. Solar Water Heating (SEI copyright 5/1/15, updated 2021)
13. Introduction to SketchUp (SEI copyright 2021)
14. Aquaponics (SEI copyright 10/28/15)
15. Watersheds & Public Water Systems (SEI copyright 7/24/15, updated 2020, 2021)
16. Biomimicry (SEI copyright 10/30/15)
17. Engineering Aquatic Ecosystems (SEI copyright 9/21/15)
18. Climate Change (SEI copyright 12/1/18)
19. Air Quality (SEI copyright 3/3/2020)
20. 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)
21. 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, updated 2016)
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. Earth Day Campaign Challenge: (SEI copyright 2016, updated 2017, 2018, 2019, 2020, and 2021)
24. Solar Cup: Green Careers Activity, Transportation Activity, Watersheds Activity, Solar Car Challenge, Earth Month PSA (SEI copyright 2020, updated 2021)
25. Zero Waste Challenge: Rot On!, Leftover Makeover!, Don't Waste Your Voice, Trash or Treasure (SEI copyright 2019, updated 2020, 2021)
26. 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)
27. Innovations in Green Technology, Energy and Environmental Design, and Sustainable Urban Planning Courses: CTE Energy, Environment, & Utilities courses (SEI copyright 8/15/15)
28. SEI Energy & Solar Monitoring Tool (SEI copyright 8/19/13, updated 2016)
29. Making the Financial Case for Sustainability Investments (SEI copyright 5/31/13)
30. Sustainable Practices Certificate Program (SEI copyright 4/25/2008)
31. Energy Innovation Center Tour Guide (SEI copyright 2/3/2014)
32. Clean Energy Technology Management Certificates and Degree (SEI copyright 5/5/2012)
33. Solar Installation and Integration Course (SEI copyright 7/9/2008)
34. Introduction to Clean Energy Concepts Course (SEI copyright 2/9/2010)
35. Solar Design, Estimation and Sales Course (SEI copyright 3/17/2010)
36. West Valley College Green Building and Energy Auditing Courses (11/9/2009)
37. Climate Corps Program (8/1/2010)
 - a. Including the following Fellow workproducts

- i. **Scope of work**
- ii. **Monthly progress reports**
- iii. **Fellow performance reviews**
- iv. **Skyline College guest lecture**
- v. **Program metrics**
- vi. **End of program “Symposium” poster**
- vii. **Program feedback surveys**



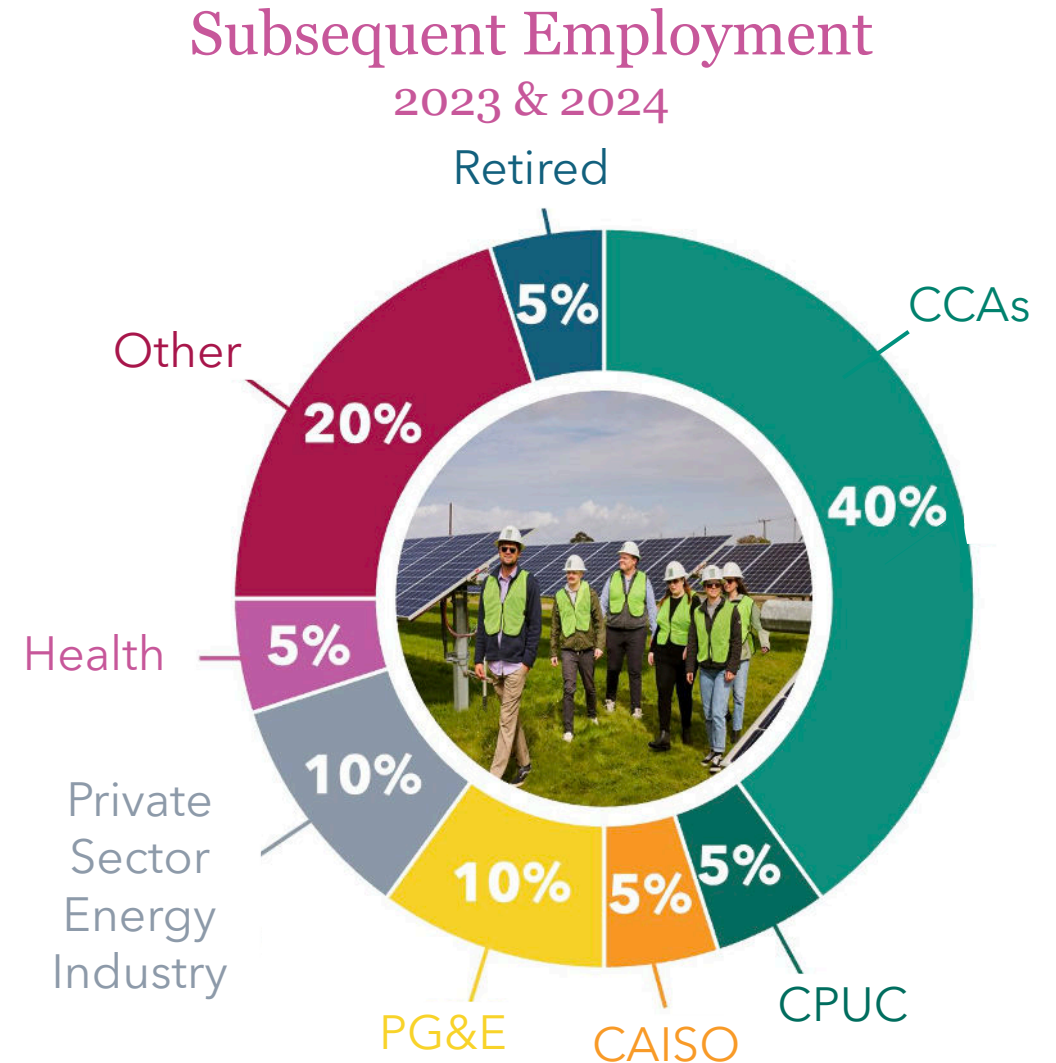
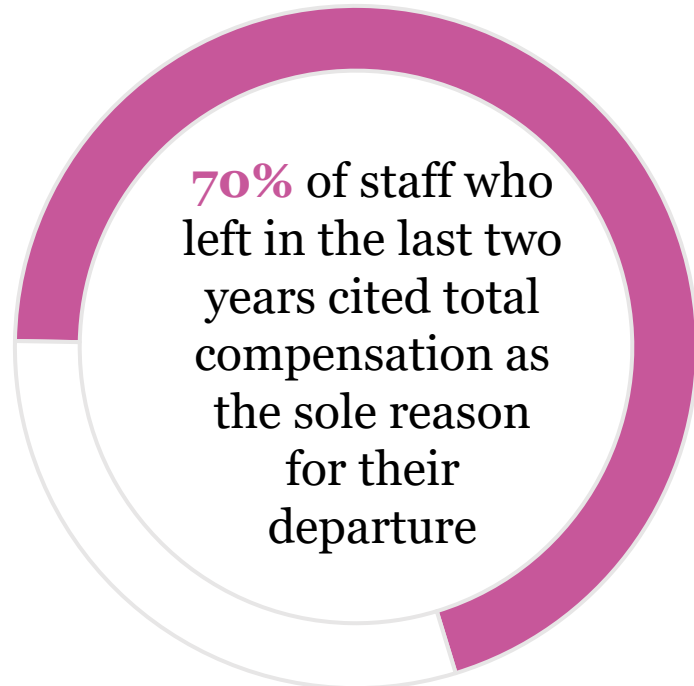
Update on Attracting and Retaining MCE Staff

December 4, 2024

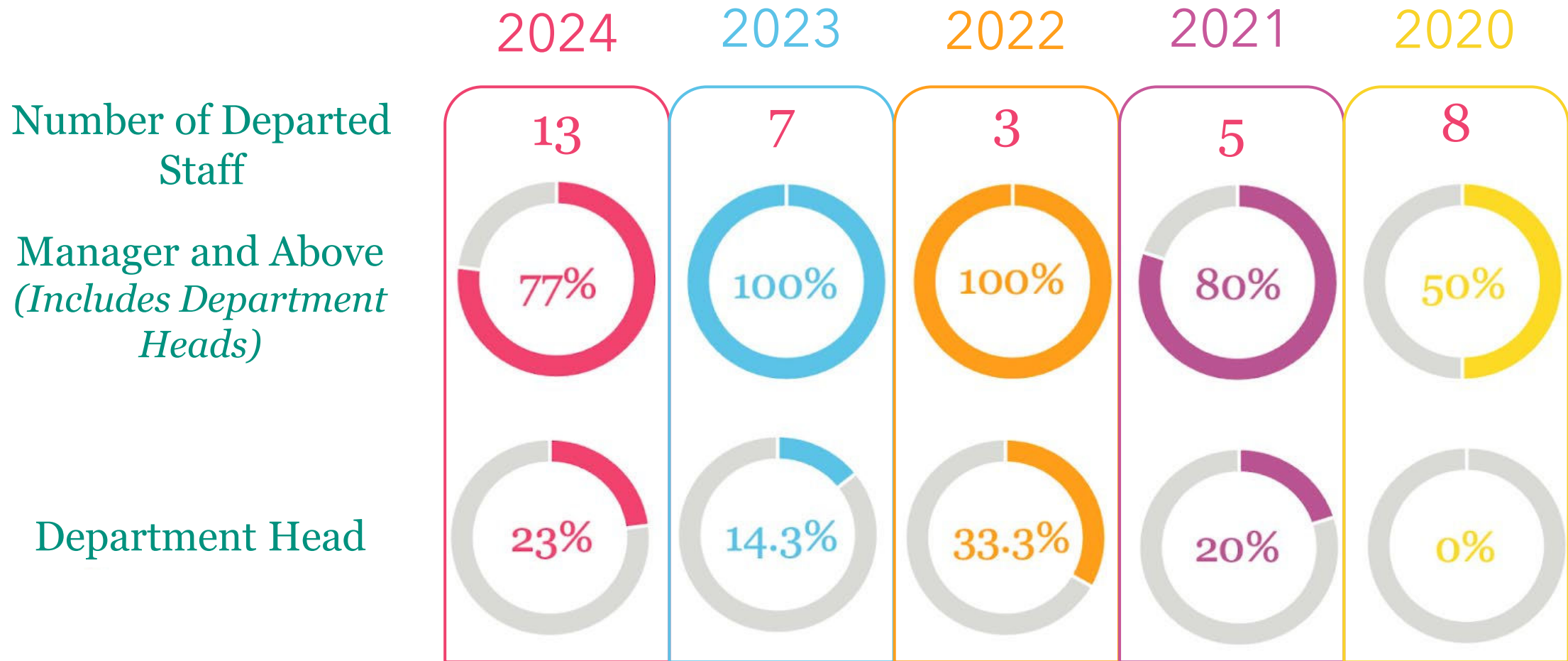


Energy Market - Challenges Attracting and Retaining Staff

- Competing with competitive industries such as: Other CCAs, Tech, Finance, IOUs, and regulatory bodies for top talent
- Limited talent pool for specialized skill sets

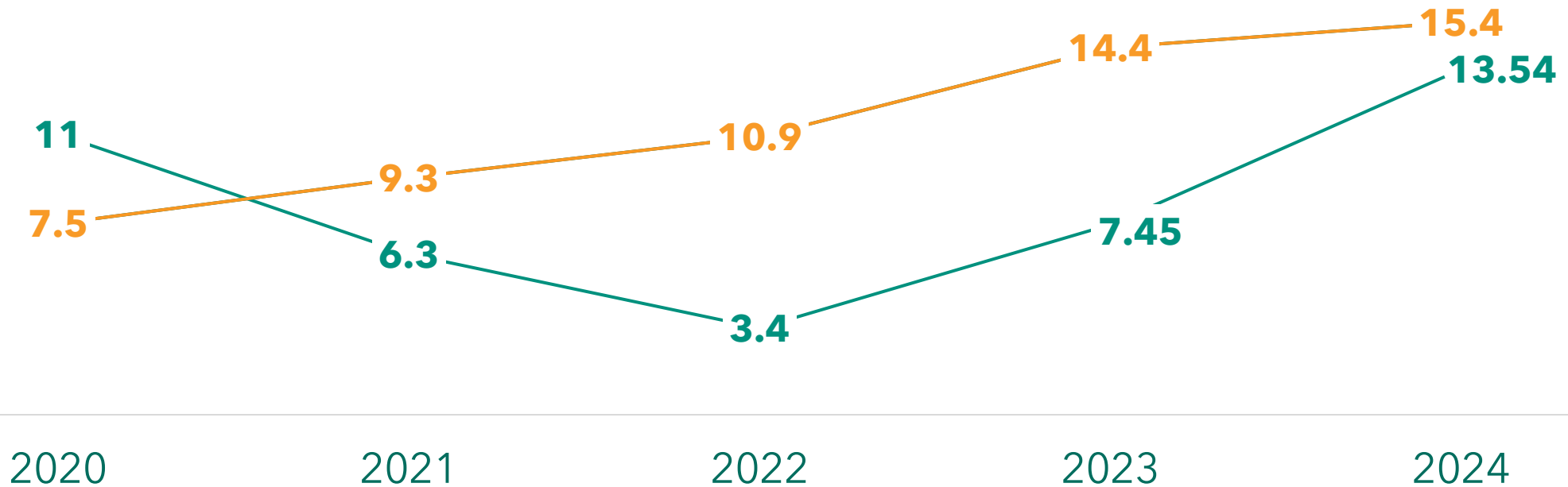


MCE Departing Staff Statistics



MCE and Industry Employee Turnover Rate

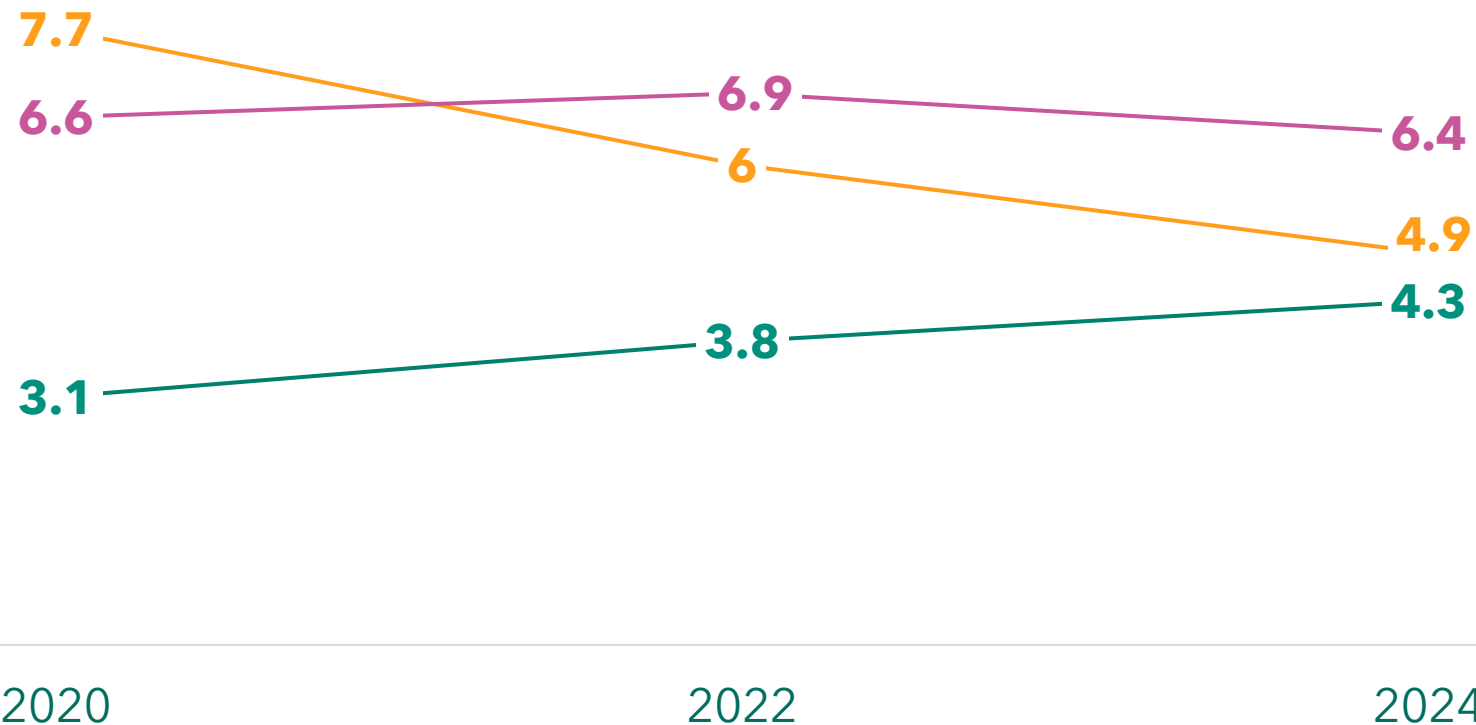
AVERAGE TURN-OVER RATE (%)



- MCE
- Energy Industry Average

Average Tenure at MCE vs Industry

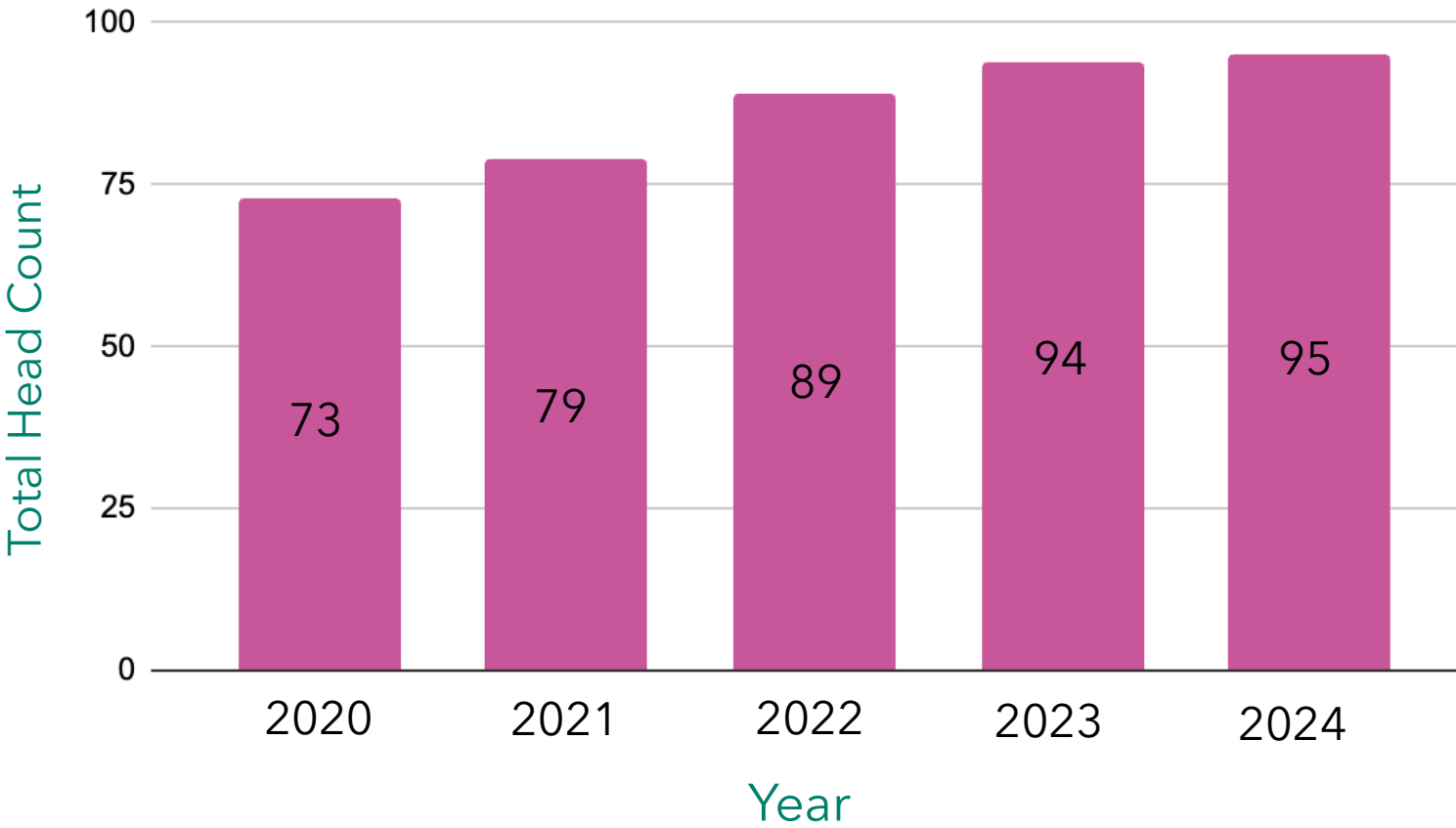
AVERAGE TENURE (YEARS)



- Utilities
- Local Governments
- MCE

Staff Size

Full-Time Staff Count



MCE Benefits



Health and Wellness



Paid Time Off



Lifestyle



Retirement



Retention

MCE Benefits



Health and Wellness

- Comprehensive Medical, Dental, and Vision insurance
 - 15 Therapy sessions
 - 15 Coaching sessions
 - Wellness benefit



Paid Time Off



Lifestyle



Retirement



Retention

MCE Benefits



Health and Wellness



Paid Time Off

- Vacation
- Personal Leave
- Sabbatical
- Sick Time and Bereavement Leave
- Administrative Shutdown



Lifestyle



Retirement



Retention



MCE Benefits



Health and Wellness



Paid Time Off



Lifestyle

- Commuter Benefit
- Life Insurance
- Dependent Care
 - Hybrid Work
- Short-Term Disability Insurance



Retirement



Retention



MCE Benefits



Health and Wellness



Paid Time Off



Lifestyle



Retirement

- 401(a) employer contribution
- 457(b) employee contribution
- Health Retirement Account



Retention



MCE Benefits



Health and Wellness



Paid Time Off



Lifestyle



Retirement



Retention

- Agency Incentive
 - 457(f)



Training and Development

2023 & 2024



789

Virtual
courses and
trainings staff
have taken



28

Certifications earned
via MCE's
Professional
Development
program



75

Promotions/
Succession (4 to
internal leadership)



42

HR hosted trainings
(25 of which were
supervisor trainings)

Feedback at MCE



Annual Review

- Self-Evaluation
- Peer Review
- Upward Feedback
- Downward Feedback



Quarter Review

- Upward Feedback
- Downward Feedback



Ongoing

- Check-ins
- Coaching

Intentional In-person Moments

- Onboarding
- All-Staff Meetings
- Cross-Departmental Workshops
- Staff Retreat





mceCleanEnergy.org
Info@mceCleanEnergy.org



December 4, 2024

TO: MCE Executive Committee

FROM: Justine Parmelee, VP of Internal Operations

RE: Revisiting MCE's Committee Structure (Agenda Item #07)

ATTACHMENTS: A. Board and Committee Membership and Scope
B. CCA Standing Committee Research

Dear Executive Committee Members:

Summary:

At the October 2, 2024 meeting of this Committee there was a request to revisit the structure of MCE committees, consider a separate standing finance and audit committee, and explore different levels of scope for board members with expertise on committees. MCE has a committee structure that has evolved and been refined over sixteen years of Board deliberation and operational experience. To maximize visibility, efficiency, and participation, MCE's Board maintains two standing committees, the Executive Committee, and the Technical Committee.

The scope and current membership of these two committees is attached for reference (see Attachment A.) Generally, the scope of the Executive Committee includes contracts with vendors, rate setting, outreach, human resources, finance and budgeting, bonding, debt, legislation, and regulatory compliance. Maintaining the finance function within this committee has proved to be beneficial as it allows for strong cross-topic visibility among key functions of the agency that drive budget and finance decisions.

Background:

Previously, your Board has discussed removing some functions from the Executive Committee and putting these functions into a separate committee. As an example, a "Marketing Committee" and a "Finance Committee" have been suggested for consideration as separate committees in the past. After some deliberation, the Board determined that maintaining marketing and financing functions within the Executive Committee is strongly preferred for a variety of reasons:

1. Maintaining the finance scope within the Executive Committee ensures the committee is exposed to intersecting topics (rather than just one isolated topic) to better inform decision-making. As an example, the Executive Committee is currently responsible for approving large contracts for goods and services, is engaged in marketing and outreach discussions, and is well-informed on regulatory risks and opportunities that influence rates, budget setting and power-supply planning.
2. Formation of a finance committee would remove the most significant portion of the Executive Committee scope into a separate committee structure, narrowing the decision-making both in scope and in membership.
3. To comply with the Brown Act, a finance committee would only be permitted to include a minority (fewer than half) of Executive Committee members, meaning financial recommendations or decisions would be made by a smaller subset of Executive Committee members unless the request is elevated to the Board.
4. Approximately 50% of Executive Committee agenda items are related to financial activities. There are several times per year when the Executive Committee meeting is canceled. Removing financial items from the scope of the Executive Committee would likely result in cancelling more Executive Committee meetings, while creating a need for redundant educational activities for a smaller subset of the Board.
5. Managing any new committee increases administrative oversight including meeting preparation, material preparation and distribution, meeting hosting, technical support, ensuring board participation via a quorum, public noticing, legal oversight for Brown Act compliance, and other staff obligations.

Would a Finance Committee lead to more specialized expertise?

Some boards, particularly those in the private and non-profit sector, select members based on specialized expertise that can allow for some operational guidance and input. CCAs are set up differently as the membership of the MCE Board is not selected by or vetted through any qualification process to determine expertise on any operational matters. In addition, the term of the Board member's representation is uncertain, and hinges on elections and municipal appointment decisions. While there may be times that a Board member could have some relevant experience in electric utility operations in California as a not-for-profit joint powers authority, the special training and unique expertise required for managing most of the day-to-day operations of MCE, which are handled by staff, require years of specialized training and experience, as well the capacity to allocate full time attention to the work. There tends to be a high rate of Board turnover as most members are replaced every few years. This results in limited historical knowledge and limited ability to maintain consistency.

Would a standing audit committee have any advantages over an ad hoc audit committee?

There are advantages and disadvantages to having a standing audit committee vs. an audit committee that is ad hoc in nature, and either structure can be used. However, in either structure, it is important that MCE perform a third-party audit using a qualified, experienced auditor. And in either case, the role of the board committee is to observe that the selected

auditor completes the assigned tasks and issues the final report, not to separately conduct audit activities or report on separate audit findings.

Your Board has established an Ad Hoc Audit Committee to allow for more straightforward discussion of market-sensitive information with the auditor during the audit process. Agencies with standing Audit Committees are always open to members of the public, including during the direct conversations with the auditor.

Other CCAs have different committees. Should MCE follow their lead?

Other CCAs have established committee structures that share some similarities and some differences with MCE's committee structure (see Attachment B). As an example, one surveyed CCA uses their executive committee to do a full preview of all items and presentations that will go to their full board, allocating the necessary amount of time to those meetings. Another surveyed CCA does not have an executive committee or audit committee but uses a "Finance Committee" in place of typical executive committee and audit committee functions. One surveyed CCA with a standing audit committee is finding it difficult to discuss operational details in a public setting and is therefore revisiting its committee structure to transition to an ad hoc audit committee.

Despite the differences in committee structures, all CCAs have board members who are elected officials, without any prerequisite for industry or technical training. As a result, CCAs rely on trained professional staff to manage day-to-day operations, hire professional auditors to conduct audits, and rely on board members for input and advocacy on key policy decisions that impact CCA service in their respective communities.

What are best practices for the scope of elected board members?

MCE Board members are dedicated, elected public servants with many work and community commitments. MCE employs nearly 100 professional staff with specialized training and expertise, and full-time engagement, freeing up Board members to focus on the connection between MCE and member communities.

MCE's Joint Powers Agreement states that: "The Board shall conduct or authorize to be conducted all business and activities of the agency, consistent with the JPA Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law".

Your Board selected a CEO and directed the CEO to hire and manage a team of professional staff and consultants overseeing all day-to-day operations. While your Board sets the high-level standards and goals for the agency ("what we do"), the CEO and professional staff team is responsible for implementing Board standards and goals ("how we do it").

The Board also continues to provide key support to MCE as follows:

- **Share:** Spread the word about MCE programs, rebates, successes and community-based work and advocate for MCE with external parties and key stakeholders

- **Inform:** Notify MCE about key initiatives and events happening in the community with an energy nexus
- **Advise:** Offer perspectives on community-based policy decisions
- **Governance:** Approves annual budget, rates, and policies

Board members can promote agency efficiency by learning about prior decisions, avoiding revisiting prior decisions unless there is a clear, identified need, and seeking future decisions that maintain consistency in operational processes. This approach will allow Board input to focus on addressing key community opportunities and needs, and advance policy objectives with regulators and legislators to deliver on the agency's vision.

Fiscal Impacts: Revisiting prior Board decisions and creation of new committees has a modest impact on staff administrative functions and focus, legal engagement, and in some cases requires external support services.

Recommendation: No action.



MCE Board Offices and Committee Rosters

BOARD OFFICES

Chair:	Shanelle Scales-Preston, City of Pittsburg
Vice Chair:	Gabe Quinto, City of El Cerrito
Treasurer:	Maira Strauss, MCE Director of Finance (November 2024)
Secretary:	Dawn Weisz, MCE Chief Executive Officer

BOARD OFFICES SECTION PROCESS

The Chair and Vice Chair offices are held for 1 year and there are no limits on the number of terms held by either Chair or Vice Chair.¹ The selection of these offices shall take place on or near December of each year.² The office of Treasurer is appointed by the Board via an approved resolution and may be a non-board member. The Treasurer appointment, along with the delegated authority, is held for 1 year and there are no limits on the number of terms held.³ Deputy Treasurers are appointed directly by the Treasurer each year. Once appointed by the Board, the Secretary shall continue to hold the office each year until the Secretary chooses to resign from the role or the Board decides to remove the individual from the Secretary position.⁴ The Secretary does not need to be a member of the Board. All officer appointments/selections by the Board require a majority vote of the full membership of the Board.⁵

EXECUTIVE COMMITTEE *(Membership Approved 9.19.24)*

1. Max Perrey, Chair	City of Mill Valley
2. Eli Beckman	Town of Corte Madera
3. Cindy Darling	City of Walnut Creek
4. Maika Llorens Gulati	City of San Rafael
5. Eduardo Martinez	City of Richmond
6. Devin Murphy	City of Pinole
7. Laura Nakamura	City of Concord
8. Gabe Quinto	City of El Cerrito
9. Mathew Salter	City of Ross
10. Shanelle Scales-Preston	City of Pittsburg
11. Sally Wilkinson	City of Belvedere

TECHNICAL COMMITTEE *(Membership Approved 6.20.24)*

¹ Section 4.13.1 of MCE Joint Powers Agreement.

² Article V, Section 1 of MCE's Operating Rules and Regulations.

³ Article V, Section 1 of MCE's Operating Rules and Regulations; California Government Code § 53607.

⁴ Article IV, Section 1(c) of MCE's Operating Rules and Regulations.

⁵ Article VI, Section 2 of MCE's Operating Rules and Regulations. At MCE's current membership of 37 communities with appointed Directors, the vote needed is 19.

- | | |
|------------------------|------------------------|
| 1. Devin Murphy, Chair | City of Pinole |
| 2. Dion Bailey | City of Hercules |
| 3. Barbara Coler | Town of Fairfax |
| 4. Gina Dawson | City of Lafayette |
| 5. Alexis Fineman | Town of San Anselmo |
| 6. John Gioia | County of Contra Costa |
| 7. Eduardo Martinez | City of Richmond |
| 8. Charles Palmares | City of Vallejo |
| 9. Scott Perkins | City of San Ramon |
| 10. Gabe Quinto | City of El Cerrito |
| 11. Katie Rice | County of Marin |

AD HOC CONTRACTS COMMITTEE, 2024

- | | |
|--------------------|----------------------|
| 1. Barbara Coler | Town of Fairfax |
| 2. Cindy Darling | City of Walnut Creek |
| 3. Aaron Meadows | City of Oakley |
| 4. Gabe Paulson | City of Larkspur |
| 5. Scott Perkins | City of San Ramon |
| 6. Katie Rice | County of Marin |
| 7. Sally Wilkinson | City of Belvedere |

AD HOC AUDIT COMMITTEE, 2024

- | | |
|--------------------|--------------------|
| 1. Laura Nakamura | City of Concord |
| 2. Gabriel Quinto | City of El Cerrito |
| 3. Mathew Salter | Town of Ross |
| 4. Sally Wilkinson | City of Belvedere |

AD HOC CAPITAL PROJECTS COMMITTEE, 2024 *(Membership Approved 9.19.24)*

The Ad Hoc Capital Projects Committee will consider strategies for risk mitigation which include possible ownership of fossil-free generating resources, grid enhancing technologies for transmission access, and consolidation of office spaces, with a potential shift from leasing to ownership.

- | | |
|---------------------|----------------------|
| 1. Dion Bailey | City of Hercules |
| 2. Cindy Darling | City of Walnut Creek |
| 3. Eduardo Martinez | City of Richmond |
| 4. Aaron Meadows | City of Oakley |
| 5. Scott Perkins | City of San Ramon |
| 6. Max Perrey | City of Mill Valley |
| 7. Mathew Salter | Town of Ross |
| 8. Sally Wilkinson | City of Belvedere |
| 9. Gabe Quinto | City of El Cerrito |



MCE Executive Committee Overview

Scope

The scope of the MCE Executive Committee is to explore, discuss and provide direction or approval on general issues related to MCE including legislation, regulatory compliance, strategic planning, outreach and marketing, contracts with vendors, human resources, finance and budgeting, debt, rate setting, and agenda setting for the regular MCE Board meetings and annual Board retreat.

Authority

Executive Committee is authorized to make decisions regarding:

- Legislative positions outside of the Board-approved legislative plan
- Procurement pursuant to Resolution 2018-04 or its successor
- Compensation and evaluation of the CEO
- Ad hoc committees
- Honorary awards

The Executive Committee also serves to make recommendations to the Board regarding:

- The annual budget and budget adjustments
- Rate setting
- Entering into debt
- MCE Policies (such as Policy 013: Reserve Policy and Policy 014: Investment Policy)

Committee Member Selection Process

MCE strives to assemble an Executive Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Executive Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city/town member. Interested members can be added at a meeting of the Board of Directors when it is included in the agenda.

Current Meeting Schedule

First Wednesday of each month at 12:00 pm



MCE Technical Committee Overview

Scope

The scope of the MCE Technical Committee is to explore, discuss and provide direction or approval on issues related to electricity supply, distributed generation, greenhouse gas emissions, energy efficiency, procurement risk management and other topics of a technical nature.

Frequent topics include electricity generation technology and procurement, greenhouse gas accounting and reporting, energy efficiency programs and technology, energy storage technology, net energy metering tariff, local solar rebates, electric vehicle programs and technology, Feed-in Tariff activity and other local development, Light Green, Deep Green and Local Sol power content planning, long term integrated resource planning, regulatory compliance, MCE's Energy Risk Management Policy (ERMP), procurement risk oversight, and other activity related to the energy sector. The MCE Technical Committee reviews and discusses new technologies and potential application by MCE.

Authority

- Approval of and changes to MCE's Net Energy Metering Tariff
- Approval of and changes to MCE's Feed in Tariff
- Approval of annual greenhouse gas emissions level and related reporting
- Approval of MCE procurement pursuant to Resolution 2018-03 or its successor
- Approval of MCE procurement-related certifications and reporting, including the Power Content Label
- Approval of contracts with vendors for technical programs or services, energy efficiency program or services and procurement functions or services
- Approval of power purchase agreements
- Approval of adjustments to power supply product offerings
- Approval of the Integrated Resource Plan
- Receipt of reports from the Risk Oversight Committee (ROC) on at least a quarterly basis regarding the ROC's meetings, deliberations, and any other areas of concern
- Initiation of and oversight of a review of the implementation of the ERMP as necessary

- Approval of substantive changes to MCE's Energy Risk Management Policy (ERMP), including periodic review of the ERPM and periodic review of ERPM implementation

Committee Member Selection Process

MCE strives to assemble a Technical Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Technical Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city/town member. Interested members can be added at a meeting of the Board when it is included in the agenda.

Current Meeting Schedule

First Friday of each month at 10:00 am

Att. B CCA Standing Committee Research

CCA	Committees			All Standing Committees	Notes	Credit Rating	Net Position (2023)
	Executive	Finance	Community Advisory				
Apple Valley Choice Energy (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	•None	The Apple Valley Town Council governs AVCE, and there are no other related committees.	•S&P: A	Not available
Ava Community Energy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	•Executive •Marketing/Regulatory/Legislative •Financial/Administrative/Procurement •Community Advisory		•S&P: A	\$362,656,276
Central Coast Community Energy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	•Policy Board •Finance and Audit •Operations Board •Community Advisory	3CE's Operations Board encompasses financial matters.	•S&P: A	\$241,871,325
Clean Energy Alliance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•Community Advisory		•S&P: A-	-\$6,452,284
Clean Power SF	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•Community Advisory	Overseen by SF PUC Commission which provides oversight on financial issues and SF Board of Supervisors	•Moody's: A2	\$118,001,000
CPA - Clean Power Alliance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	•Executive •Finance •Energy Planning and Resources •Legislative and Regulatory •Community Advisory	. Full presentation are included as dry-run	•S&P: A-	Not available
Desert Community Energy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•Community Advisory	Board and Community Advisory Committee administered by the Coachella Valley Assn. of Governments	•S&P: BBB	\$19,314,374
Energy for Palmdale's Independent Choice (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	•None	Board is administered by the Palmdale City Council	•No rating	\$928,609,458
Lancaster Energy (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	•None	Lancaster receives all oversight from California Choice Energy Authority.	•S&P: A	\$1,035,953,397
Orange County Power Authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	•Marketing & Communications •Legislative and Regulatory Committee •Risk Oversight Committee	There is a Budget Committee but it is Ad Hoc.	•No rating	\$38,536,593

CCA	Committees			All Standing Committees	Notes	Credit Rating	Net Position (2023)
	Executive	Finance	Community Advisory				
Peninsula Clean Energy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> •Executive •Audit and Finance •Community Advisory 		<ul style="list-style-type: none"> •S&P: A- •Moody's: Baa1 	\$307,625,992
Pico Rivera Innovative Municipal Energy (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> •None 		•No rating	\$374,704,492
Pioneer Community Energy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> •Audit and Finance •Risk Oversight •Community Programs Advisory 		•S&P: A-	\$72,324,990
Pomona Choice Energy (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> •None 		•No rating	\$229,900,000
Rancho Mirage Energy Authority (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> •None 		•No rating	\$299,927,675
Redwood Coast Energy Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> •Finance •Community Advisory 	Finance Committee info is located at the bottom of the Board page	•No rating	Not available
San Diego Community Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> •Finance and Risk Management •Community Advisory 		•No rating	\$186,012,331
San Jacinto Power (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> •None 		•No rating	\$168,945,000
San Jose Clean Energy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> •Community Advisory 	Governed by San Jose City Council	<ul style="list-style-type: none"> •S&P: A •Moody's: A2 	\$176,070,000
Santa Barbara Clean Energy (CalChoice)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> •None 		•No rating	\$1,021,551,000

CCA	Committees			All Standing Committees	Notes	Credit Rating	Net Position (2023)
	Executive	Finance	Community Advisory				
Silicon Valley Clean Energy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Executive • Finance & Admin • Audit • Customer Program Advisory • Commercial & Industrial 		<ul style="list-style-type: none"> • S&P: A • Moody's: Baa1 	\$324,535,815
Sonoma Clean Power	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Community Advisory 		• S&P: A	\$200,859,845
Valley Clean Energy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Community Advisory 		• No rating	\$36,282,841



December 4, 2024

TO: MCE Executive Committee
FROM: Justine Parmelee, VP of Internal Operations
RE: Streamlined Executive Committee Meetings (Agenda Item #08)
ATTACHMENT: MCE Executive Committee Overview

Dear Executive Committee Members:

Summary:

The Executive Committee held a special meeting on November 21, 2024, to discuss roles and expectations of the committee, identify opportunities to streamline meetings, and develop strategies for increasing effectiveness. During that meeting, potential changes were identified and requested to be brought forward at the next Executive Committee meeting.

The Committee may take action to add the following provisions to the Executive Committee Overview (attached):

1. Require one year of Board membership prior to joining the Executive Committee
2. Require one year of Executive Committee membership to be eligible to become Chair of the committee
3. Remove any member if they are absent for more than two meetings annually
4. Executive Committee deliberations to allow for one round of questions from each member, one round of comments from each member, and then a call for action
5. Update the meeting schedule starting in 2025 to the following:
 - First Monday of each month, 12:00-2:00pm
 - Meetings held in person, alternating between MCE's San Rafael and Concord offices

The Executive Committee also discussed the possibility of term limits for committee chair positions as well as for MCE's Board Chair and Vice Chair. MCE's JPA Agreement and Operating Rules and Regulations already indicate the term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Executive Committee may take action to limit the number of terms carried by the Executive Committee Chair and may recommend to the full Board a limitation on the number of terms carried by the Chair and Vice Chair. If the Committee would like to pursue this idea, some additional input is needed regarding what limitation on terms is recommended.

Fiscal Impacts:

None.

Recommendation:

Staff recommends that the Executive Committee:

1. Recommend to the MCE Board of Directors to update the Executive Committee Overview to include provisions 1-3 listed above.
2. Update the Executive Committee Overview to include provisions 4-5 listed above.
3. If desired, provide guidance regarding any suggested adjustments to the number of terms allowed for Executive Committee Chair, and any recommendation to the full Board to amend MCE's JPA Agreement and Operating Rules and Regulations limiting the number of terms for Chair and Vice Chair.



MCE Executive Committee Overview

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- Honorary awards

The Executive Committee also serves to make recommendations to the Board regarding:

- The annual budget and budget adjustments
- Rate setting
- Entering into debt
- MCE Policies (such as Policy 013: Reserve Policy and Policy 014: Investment Policy)

Deliberations shall be structured as follows:

- One round of comments from each committee member
- One round of questions from each committee member
- Call for action

Committee Member Selection Process

MCE strives to assemble an Executive Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Executive Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city/town member. Board members are required to have one year of experience on

MCE's Board prior to joining the Executive Committee. Interested members can be added at a meeting of the Board of Directors when it is included in the agenda.

To serve as Chair, Executive Committee members should have one year of committee experience to be eligible.

Committee members are expected to commit to attending all meetings. Members who miss two or more meetings annually may be removed from the Executive Committee.

Current Meeting Schedule

First ~~Wednesday~~ Monday of each month from 12:00 - 2:00 pm ~~at 12:00 pm~~