



MCE Executive Committee Meeting  
Monday, March 3, 2025  
12:00 p.m.

**Primary Location: 2300 Clayton Road, Suite 1150, Concord, CA, 94920**

Secondary Location: 1125 Tamalpais Avenue, San Rafael, CA 94901

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

**Remote Public Meeting Participation**

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

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

*Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Ave., San Rafael, CA 94901, and in Concord at 2300 Clayton Road, Suite 1150, Concord, CA 94920.*

DISABLED ACCOMMODATION: If you are a person with a disability who requires an accommodation or an alternative format, please contact MCE at (888) 632-3672 or [ada-coordinator@mceCleanEnergy.org](mailto:ada-coordinator@mceCleanEnergy.org) at least 72 hours before the meeting start time to ensure arrangements are made.

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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 2.3.25 Meeting Minutes
  - C. 2. Proposed Fifth Agreement with EV.Energy Corp.

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C.3. Draft 3.20.25 Board Agenda

6. Proposed Fiscal Year 2025/26 Budget (Discussion/Action)
7. 2024 Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)
8. Committee & Staff Matters (Discussion)
9. Adjourn

*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.*

**DRAFT**

**MCE EXECUTIVE COMMITTEE MEETING MINUTES**  
**Wednesday, February 3, 2025**  
**12:00 P.M.**

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**Present:** Eli Beckman, Town of Corte Madera  
Cindy Darling, City of Walnut Creek  
Maika Llorens Gulati, City of San Rafael  
Devin Murphy, City of Pinole  
Laura Nakamura, City of Concord  
Max Perrey, City of Mill Valley, Chair  
Gabriel Quinto, City of El Cerrito  
Mathew Salter, Town of Ross  
Shanelle Scales-Preston, County of Contra Costa  
Sally Wilkinson, City of Belvedere

**Absent:** Eduardo Martinez, City of Richmond

**Staff  
& Others:** Jared Blanton, VP of Public Affairs  
Jesica Brooks, Lead Board Clerk and Executive Assistant  
Vidhi Chawla, VP of Power Resources  
Alice Havenar-Daughton, VP of Customer Programs  
Vicken Kasarjian, Chief Operations Officer  
Shaheen Khan, VP of Human Resources, Diversity, and Inclusion  
Caroline Lavenue, Legal Counsel  
Tanya Lomas, Board Clerk Associate  
Nathaniel Malcolm, Senior Commercial Counsel  
Alexandra McGee, VP of Strategic Initiatives  
Lindsay Meehan, Director of Human Resources  
Catalina Murphy, General Counsel  
Ashley Muth, Internal Operations Coordinator  
Efren Oxlaj, Finance Manager  
Justine Parmelee, VP of Internal Operations  
Zae Perrin, VP of Customer Operations  
Enyonam Senyo-Mensah, Internal Operations Manager  
Dan Settlemyer, Internal Operations Associate  
Lisa Strong, Internal Operations Intern  
Maira Strauss, VP of Finance  
Greg Tillman, Associate Director of Rates  
Jamie Tuckey, Chief Customer Officer  
Dawn Weisz, Chief Executive Officer  
Michael Wong, Director of Power Origination  
Cesar Zepeda, City of Richmond

## DRAFT

### **1. Roll Call**

Chair Perrey called the regular Executive Committee meeting to order at 12:02 p.m. with quorum established by roll call.

### **2. Board Announcements (Discussion)**

There were no comments.

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

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

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

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

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

- C.1 Approval of 12.4.24 Meeting Minutes
- C.2 Approval of 11.21.24 Meeting Minutes
- C.3 Proposed Second Amendment to Second Agreement with Energy Solutions
- C.4 Review Draft 2.20.25 Board Agenda

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

Action: It was M/S/C (Beckman/Darling) to approve **Consent Calendar items C.1, C.2, C.3 and C.4**. Motion carried by unanimous roll call vote. (Absent: Martinez and Scales-Preston).

### **6. Selection of Executive Committee Chair (Discussion/Action)**

Dawn Weisz, CEO, introduced this item and addressed questions from Committee members. Director Llorens Gulati and Incumbent Chair Perrey were the two candidates for Executive Committee Chair.

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

Action: Selection carried out by a roll call vote with 6 votes for Perrey (Beckman, Darling, Murphy, Perrey, Salter, Wilkinson) and 3 votes for Llorens Gulati (Llorens Gulati, Nakamura, Quinto). (Absent: Martinez and Scales-Preston). Max Perrey selected as Chair.

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**7. MCE's Asset Management (Discussion)**

Maira Strauss, VP of Finance, introduced Carlos Oblites of Chandler Asset Management, who presented this item and addressed questions from Committee members.

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

Action: No action required.

**8. Strategic Plan for Energy Services (Discussion)**

Jamie Tuckey, Chief Customer Officer, Vidhi Chawla, VP of Power Resources, Michael Wong, Director of Power Origination, and Nathaniel Malcolm, Senior Commercial Counsel, presented this item and addressed questions from Committee members.

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

Action: No action required.

**9. Fiscal Year 2025/26 Budget Introduction on Power Supply and Staffing (Discussion)**

Maira Strauss, VP of Finance and Efren Oxlaj, Finance Manager, presented this item and addressed questions from Committee members.

Chair Perrey opened the public comment period and comments were made by member of the public, Bob Miller.

Action: No action required.

**10. Initial 2025 Agenda Planning (Discussion)**

Justine Parmelee, Vice President of Internal Operations, presented this item and addressed questions from Committee members.

Chair Perrey opened the public comment period and comments were made by members of the public, Grant Salter and Dan Segedin.

Action: No action required.

**11. Committee & Staff Matters (Discussion)**

Comments were made by Directors Salter and Perrey.

**12. Adjournment**

**DRAFT**

Chair Perrey adjourned the meeting at 2:21 p.m. to the next scheduled Executive Committee Meeting on March 3, 2025.

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**Max Perrey, Chair**

**Attest:**

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**Dawn Weisz, Secretary**



March 3, 2025

TO: MCE Executive Committee  
FROM: Melanie Biesecker, Customer Programs Manager  
RE: Proposed Fifth Agreement with EV.Energy Corp. (Agenda Item #05 C.2)  
ATTACHMENT: Fifth Agreement with EV.Energy Corp.

Dear Executive Committee Members:

**Summary:**

The proposed Fifth Agreement with EV.Energy Corp. (“Agreement”) would enable MCE to continue scaling up residential EV smart charging with MCE Sync, testing dynamic rates, and prioritizing participation in priority communities from April 1, 2025 until March 31, 2026. Smart charging helps MCE customers save money, reduce grid emissions, and improve grid reliability by shifting and shaping EV load away from the 4-9 p.m. peak when electricity costs are high.

**Background**

Launched in fall 2021, MCE Sync is a phone app managed by EV.Energy Corp. that automates home EV charging to use the least expensive and cleanest energy on the grid.

The EV market continues to grow, and MCE strives to influence charging behavior and optimize the load from EV charging, maximizing benefits for MCE customers, MCE, and the grid as a whole. On average, 80% of EV charging happens at home with every EV adding around 50% to a resident’s overall electricity usage. As more MCE customers adopt EVs, the necessity of smart EV charging will be even more critical.

MCE Sync participants are shifting approximately 90% of their EV charging load away from the peak demand period of 4-9 p.m., resulting in bill savings of, on average, \$16.42/month. Customers who participated in the MCE Sync-scheduled low carbon events in 2024 reduced grid emissions even further, by 36%, by charging their EVs during peak solar hours.

In 2024, MCE and EV.Energy Corp. designed and implemented a Dynamic Rewards Tier, testing the impacts of dynamic signals and rewards as part of EV.Energy Corp.’s Responsive, Easy Charging Products with Dynamic Signals (REDWDS) grant funding from the California Energy Commission. Within the first 3 months, the pilot enrolled 365 customers, 27% of whom live in a Disadvantaged Community (DAC), based on SB535 Cal EnviroScreen 4.0. Pilot participants saw an average bill savings of \$19/month and an increase of 5% daytime charging over the Standard Rewards Tier

offering through MCE Sync. In Q1 2025, to enable more lower income customers to participate in MCE Sync, staff completed the design and implementation of an income-qualified residential EV Charger Rebate pilot, providing rebates up to \$600 to cover the cost of an MCE Sync compatible charger.

### **The Proposed Agreement**

The proposed Agreement includes a goal to increase enrollment to 5,000 participating EVs by March 31, 2026. There are currently 3,100+ participating EVs. Additionally, the program aims to encourage more participants to transition from passive to active smart charging, further reduce charging during peak hours, and increase daytime charging, as opposed to nighttime charging. The proposed Agreement would continue EV.Energy Corp.'s management of MCE Sync, with a focus on maximizing customer retention and participation in the program, through:

- Multichannel marketing, outreach, and education, focused on recruitment for the Standard Rewards and Dynamic Rewards tiers, as well as increasing enrollment amongst priority populations (including but not limited to DAC, seniors 65+, non-English speaking, and persons with disabilities);
- Developing marketing collateral specifically aimed at recruiting participants for targeted campaigns, such as the summer reliability season;
- Ongoing enhancement of MCE Sync's onboarding emails and notifications, monthly reports, and service messaging;
- Developing and deploying app enhancements, including the addition of a customer service chat bot and a Spanish translation of the app for increased accessibility; and
- Implementing Customer Relationship Management (CRM) Application Programming Interfaces (APIs) to provide a more efficient method for tracking program participation and customer interactions within MCE's CRM system.

### **Fiscal Impacts:**

The proposed budget of \$926,692 is derived from the Local Program Fund, which is generated from a portion of Deep Green customer revenue.

### **Recommendation:**

Approve the proposed Fifth Agreement with EV.Energy Corp.



**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT  
FIFTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND EV.ENERGY CORP.**

**THIS FIFTH AGREEMENT** (“Agreement”) is made and entered into on March 3, 2025 by and between MARIN CLEAN ENERGY (hereinafter referred to as “MCE”) and EV.ENERGY CORP., a Delaware corporation with principal address at: 2100 Geng Road, Suite 210, Palo Alto, CA 94303, United States (hereinafter referred to as “Contractor”) (each, a “Party,” and, together, the “Parties”).

**RECITALS:**

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

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

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

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. “Services” shall also include cloud-based and/or SaaS solutions provided as part of the Services and 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 **\$926,692**.

**4. TERM OF AGREEMENT:**

This Agreement shall commence on **April 1, 2025** (“Effective Date”) and shall terminate on **March 31, 2026**, 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 **Delaware**, (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. PERFORMANCE ASSURANCE.** Regardless of the specific Services provided, Contractor shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.
- 5.6. SAFETY.** At all times during the performance of the Services and as applicable to the Services, Contractor represents, warrants and covenants that it shall:
- a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
  - b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
  - c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Contractor from time to time;
  - d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;
  - e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Contractor from time to time;
  - f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
  - g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.
- 5.7. BACKGROUND CHECKS.**
- a) Contractor hereby represents, warrants and covenants that any employees, members, officers, contractors, Subcontractors and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") having or requiring access to MCE's Confidential Information and Personal Data ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.
  - b) INTENTIONALLY OMITTED
  - c) To the maximum extent permitted by applicable law, Contractor shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.
  - d) INTENTIONALLY OMITTED
- 5.8. INTENTIONALLY OMITTED.**
- 5.9. QUALITY ASSURANCE PROCEDURES.** Contractor shall comply with the following requirements (the "Quality Assurance Procedures"): (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.
- 5.10. ASSIGNMENT OF PERSONNEL.** The 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.
- 5.11. INTENTIONALLY OMITTED.**

**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. Contractor shall provide MCE 30 days' notice in writing of any cancellation or reduction of 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 **two million dollars (\$2,000,000) with a four million dollar (\$4,000,000)** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

**6.2. AUTO LIABILITY.** Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).

**6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

**6.4. INTENTIONALLY OMITTED**

**6.5. PRIVACY AND CYBERSECURITY LIABILITY.** Contractor shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence.

**7. FINANCIAL STATEMENTS:**

If the parties enter into a second agreement, Contractor shall deliver financial statements on an annual basis or as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles.

**8. SUBCONTRACTING:**

The 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. "Subcontractor" shall mean a third-party to whom Contractor delegates specific deliverables listed in Exhibit A. If Contractor hires a Subcontractor under this Agreement as applicable to the services the Subcontractor provides, 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. DEFINITION OF "MCE DATA".** "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to 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. MCE Data also includes any data created as a result of MCE's use of the Contractor's Services.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **April 24, 2023**.

**10.2. DEFINITION OF "PERSONAL INFORMATION".** "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Contractor shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

**10.3. MCE DATA SECURITY MEASURES.** Prior to Contractor receiving any MCE Data, Contractor shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **April 24, 2023**, and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Contractor to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

**10.4. CONTRACTOR DATA SECURITY MEASURES.** Additionally, Contractor shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

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

**10.6. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data.
- b) **Intellectual Property.**
  - 1. **Work Product.** Unless otherwise expressly agreed to in writing by the Parties and subject to 10.6(b)(2) below, any and all deliverables, materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party for MCE under this Agreement ("Work Product"), including finished and unfinished inventions, processes, templates, documents, drawings, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, and including any intellectual property therein, shall be owned by MCE. Work Product shall not include any modifications to any part of the Contractor's intellectual property, software, algorithm, vehicle/charger application programming interfaces ("APIs"), or mobile app. MCE shall have the exclusive right to use the Work Product in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Work Product to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Work Product prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Work Product if otherwise agreed to in writing by MCE. The Work Product 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 Work Product.
  - 2. **Contractor's Pre-Existing Materials.** To the extent the Work Product includes Contractor's Pre-Existing Materials, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes a non-exclusive, worldwide, unlimited, fully paid, right to access and use and sublicense others to use the Pre-Existing Materials for its and their business purposes during the Term of this Agreement. MCE will not resell, modify, decompile, disassemble, or reverse engineer the Pre-Existing Materials except as otherwise expressly authorized under this Agreement or permitted by Law; MCE will not remove any proprietary marks or confidentiality notices appearing on the Pre-Existing Materials. 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 Work Product must be expressly disclosed to MCE prior to performing any Services under this Agreement. For the avoidance of doubt, "Contractor's Pre-Existing Materials" means Contractor's pre-existing intellectual property and materials developed prior to and/or independently of this Agreement, and includes Contractor's cloud-based software solutions, mobile application and designs, and APIs used by Contractor in the performance of Services.
- c) The intellectual property of the software, algorithm, vehicle and charger APIs, and mobile app provided by the Contractor (other than open-source software and third-party software) is, and shall remain, the property of the Contractor, and the Contractor reserves the right to grant a license to use its software to any other party or parties. MCE acquires no rights in or to the Contractor's software and accompanying documentation other than those expressly granted by this Agreement except MCE shall own any data or results from MCE's use of the software. MCE shall not permit any third parties (apart from its employees, including fellows and/or interns, and customers) to access the Contractor's software and/or Services without its prior written consent.
- d) **APIs.** MCE acknowledges that the Contractor's Services are partly dependent on open-source software and third-party APIs made available from electric vehicle and charger manufacturers. MCE acknowledges that this open-source software is provided 'as is' and the Contractor makes no representation or warranty that third-party APIs will be continuously available throughout the term of this Agreement.

**10.7. EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and 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 (including "shelter-in-place" orders), 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 Work Product (as defined in Section 10.6(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.** The Contractor may terminate this Agreement with immediate effect if MCE fails to make payment within 30 calendar days' written notice of arrears which have accumulated to a value greater than or equal to \$20,000 worth of previously-raised and overdue invoices.

**12.6.** 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.

**12.7.** 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 above) and Work Product to MCE.

**12.8.** 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.

**12.9.** 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, including the failure to pay Participants (defined below in Exhibit A) the Participant's expected incentive amounts, or Applicable Law., or Applicable Law; c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party; d) breach of any third party intellectual property rights; e) breach of applicable laws; or f) breach of privacy, security or confidentiality obligations. Except for claims arising from Contractor's breach of confidentiality with MCE Data, Contractor's liability to MCE shall not exceed the maximum value of this Agreement listed in Section 3.

**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:

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Email Address:           invoices@mcecleanenergy.org

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All other notices shall be given to MCE at the following location:

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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) 949-6049

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Notices shall be given to Contractor at the following address:

Contractor:	Nick Wooley
Address:	2100 Geng Road, Suite 210, Palo Alto, CA 94303, United States
Email Address:	nick.woolley@ev.energy
Telephone No.:	+44 7940 712031

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

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services		
<u>EXHIBIT B.</u>	X	Fees and Payment		
<u>EXHIBIT C.</u>	X	Service Levels		
<u>EXHIBIT D.</u>	X	MCE CRM Access Protocols		

**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:

Date:

Date:

By:

Chairperson

Date:

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**MODIFICATIONS TO STANDARD SHORT FORM**

**Standard Short Form Content Has Been Modified**

***List sections affected: 1, 5.5, 5.6, 5.7, 5.8, 5.9, 5.11, 6, 7, 8, 10.1, 10.5, 10.6, 11, 12.5, and 17.***

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

## EXHIBIT A SCOPE OF SERVICES

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

Contractor will continue to scale the MCE Sync Program ("MCE Sync" or "Program"), by providing the following tasks:

- TASK 1 - Managed EV Charging and Program Management;
- TASK 2 - Marketing and MCE Sync App Participant Enrollment; and
- TASK 3 - Enhancements to the MCE Sync App and Program.

### Definitions

- "Participant" - a unique MCE Sync user account.
- "Eligible New Participant" - a Participant that has successfully connected an eligible EV or charger to Contractor's platform, completed at least one charging session, and has been verified as an MCE customer.
- "Eligible Participant" - a Participant that has already received the One-Time Enrollment Incentive and is enrolled in either the Standard Rewards Tier or the Dynamic Rewards Tier.
- "Participant EV" - a compatible EV (or non-compatible EV paired with a compatible charger) connected to Contractor's platform.
- "Active Vehicle" - a Participant EV that has completed at least one charging session within the previous 180 days.
- "Event" - low carbon or other market/demand response events as agreed upon by Contractor and MCE.
- "Standard Rewards Tier" - the legacy MCE Sync rewards tier which includes the following benefits: 1) smart charging feature that charges Participants' EVs according to their MCE electricity rate, 2) a \$50 One-Time Enrollment Incentive and 3) \$10 monthly Participation Incentives.
- "Dynamic Rewards Tier" - a new MCE Sync rewards tier that Participants may opt in to that allows Eligible Participants access to an enhanced smart charging experience by scheduling Eligible Participants' EV charging and paying out Participation Incentives according to dynamic signals. This is part of Contractor's participation in the California Energy Commission's (CEC) ChargeWise Program; duration expected to be approximately 6 months.
- "One-Time Enrollment Incentive" - a \$50 incentive paid following the first calendar month in which a Participant is deemed an Eligible New Participant.
- "Participation Incentives"
  - Participation Incentives for the Standard Rewards Tier include \$10 monthly incentives paid out to Eligible Participants whose EVs are plugged in and who allow Contractor to optimize EV charging during at least 2 Events per calendar month.
  - Participation Incentives for the Dynamic Rewards Tier include \$40 max monthly incentives which is calculated based on the pricing associated with the dynamic reward plan signal and the Participants' enrolled electricity rate.
- "Charger Rebate(s)" – a rebate of up to \$600, of which MCE will be responsible for 50% (\$300), to reimburse for the purchase of an eligible MCE Sync compatible charger that will be available to eligible customers to enable participation in MCE Sync Dynamic Rewards. Charger Rebates will be limited to customers identified by MCE as income qualified due to their participation in the MCE EV Instant Rebate program who do not have an MCE Sync compatible vehicle and are not already enrolled with a compatible charger.
- "Charger Rebate Participant" – a Participant that has received a Charger Rebate from MCE Sync and has met all eligibility criteria to receive the rebate, including participating in the Dynamic Rewards Tier.
- "ChargeWise" - a managed charging pilot program spearheaded by Contractor via a grant ("REDWDS") awarded to Contractor by the California Energy Commission (CEC). MCE's involvement with the ChargeWise program is dependent on Contractor's funding approval from the CEC and includes: collaborating and providing match funding for the development, implementation, and testing of dynamic signals and rewards; providing enrollment and Participation Incentives; and helping fund acquisition of compatible smart chargers to expand access to Participants who do not have compatible equipment to participate.

### For Task 1 - Managed EV Charging and Program Management, Contractor will:

1. Enroll Participants who, through enrollment, will be provided managed EV charging and be eligible for either the Standard Rewards Tier or Dynamic Rewards Tier.
2. Aim to enroll Participants in the Peak Flex market;
3. Verify that new Participants are MCE customers, calculate and administer One-Time Enrollment Incentives to Eligible New Participants and ongoing Participation Incentives to Eligible Participants through payment platforms including but not limited to PayPal;
4. In accordance with any service level-requirements as required by MCE, provide, track and analyze front-line customer service, complaint handling, issue resolution, and technical assistance for Participants, and maintain the Frequently Asked Questions (FAQs) and website for Participant engagement;
5. Help fund Charger Rebates where MCE will be responsible for \$300 of the total cost of the charger for Participants that do not have compatible equipment to participate.
6. Run, maintain, and continuously improve the Contractor platform, ensuring compliance with applicable cybersecurity and data privacy laws;
7. Continuously improve the Contractor charging algorithm, building on monthly results and learnings to further improve

- performance;
8. Provide MCE with access to Contractor's back-end portal, with visual and downloadable data on the following: Participant enrollment, total EV load and load shifting performance, past and forecasted energy consumption, carbon intensity, charging locations, Participant charging behavior, Low Carbon Fuel Standard credit data, and Demand Response event participation;
  9. Deliver twice-monthly check-in meetings and provide ongoing access to program reporting through data dashboards.
  10. As part of the Dynamic Rewards Tier, provide enhanced data reporting, such as analyzing load shapes on a quarterly basis to understand the impacts on price and carbon, evaluate customer responsiveness to different treatment methods between time-of-use and dynamic rewards compensation, and surveying users to understand consumer attitudes and receptivity to the dynamic reward plan signal program type;
  11. Develop and implement two APIs:
    - a) Participation API: an API that can connect to Salesforce to push basic Program participation information (name, email, car make and model, incentive payouts and dates, dollar and carbon savings, etc.) to the MCE Salesforce instance 1-2x per day at a scheduled time;
    - b) Customer Success Ticket API: an API that connects Contractor's Freshdesk instance with Salesforce to make customer ticket information visible in the MCE Salesforce instance to aid the MCE team in assessing common problems and potential solutions from a messaging perspective. Data can be pushed to the MCE Salesforce platform 1-2x per day; and
  12. Work with MCE to maximize Participant retention and participation in the Program through e.g., ongoing education about the Program's benefit to Participants, to the power grid, and to society; periodic scheduled in-app and email outreach and engagements, as may be identified by MCE and Contractor staff; and continuous improvements and feature enhancements to the MCE Sync app; and
  13. Include Peak Flex Market signals for EV charging during the summer months (June-September), time-of- use/carbon-intensity signals during other months, and Event-based signals as directed by MCE.

**For Task 2 - Marketing and MCE Sync App Participant Enrollment, Contractor will:**

1. Increase New Driver Acquisition
  - Under this plan, Contractor is compensated \$60 for each new driver successfully added to the platform. This fee is allocated as a pass-through spend and covers:
    - Paid media expenses for digital advertising campaigns to drive new enrollments.
    - Use of the Braze platform for email marketing to engage and onboard potential participants.
2. Provide Monthly Marketing Support
  - Under this plan, Contractor is compensated to provide ongoing acquisition marketing support for MCE Sync. This fee covers:
    - Developing and delivering comprehensive annual marketing plans, including quarterly audits.
    - Execution of a multi-channel marketing, outreach and enrollment plan with the aim of enrolling a total of 5,000 Participant EVs by March 31, 2026; maintaining 70% compatible EVs with smart charging enabled; 8% maximum of smart charging completed during peak hours; 20% smart charging completed during the daytime hours of 9am – 3pm.
    - Through Contractor's pilot ChargeWise program, development and deployment of a recruitment plan to enroll 1,200 drivers in the Dynamic Rewards Tier and 800 drivers in the existing Standard Rewards Tier.
    - Market research in concert with MCE and other CCA partners to develop a Program outreach and design strategy to attract and serve EV owners in Disadvantaged Communities (DACs).
    - Marketing plans focused on increased enrollment amongst MCE "Priority Communities", including but not limited to DAC, seniors 65+, non-English speaking, and persons with disabilities.
    - Strategy, reporting, and timeline management for all marketing activities in collaboration with MCE's Marketing Team lead.
    - Maintenance of a marketing campaign tracker, including campaign performance metrics across email, digital ads, and other Contractor-driven marketing activities.
    - All materials developed by Contractor will be the property of MCE for continued marketing efforts of MCE and MCE Sync.
    - All Task 2 deliverables are subject to MCE's Public Affairs Team's review and final written approval.
3. Provide Monthly Participant Retention Support
  - Under this plan, Contractor is compensated to provide ongoing retention of existing users. This fee covers:
    - Developing marketing collateral specifically aimed at recruiting participants for targeted campaigns, such as the summer reliability season.
    - Ongoing enhancement of MCE Sync's onboarding emails and notifications, monthly reports, and service messaging,

**For Task 3 - Enhancements to the MCE Sync App and Program, Contractor will:**

1. Develop and deploy the app enhancements outlined in Exhibit B;
2. Provide front-end and back-end enhancements to the MCE Sync software platform and re-publishing to public app stores; and
3. Implement additional vehicle and charger integrations to the MCE Sync software platform to enable a wider audience to participate in the Program.

**MCE's Responsibilities:** MCE understands that the success of the MCE Sync Program depends on MCE's ability to fulfill its commitments and coordinate with external parties, namely:

1. Provide Contractor with API access to MCE's CRM tool to automatically verify Participants upon app sign up and support Peak Flex market enrollment. In the absence of an API connection, a list of all known EV customers and their contact information will be securely provided. Additionally, MCE will provide access or a monthly list of new EV tariff customers, as well as timely input and sign-off on marketing materials to support recruitment efforts.
2. Provide Contractor with routine and detailed Google Analytics reporting, or provide direct access to a Google Analytics dashboard for the MCE Sync webpage.
3. Offer:
  - a) \$50 One-Time Enrollment Incentive to Eligible New Participants;
  - b) \$10/month Participation Incentives for Eligible Participants enrolled in Standard Rewards Tier;
  - c) Up to \$40/month Participation Incentives for Eligible Participants enrolled in Dynamic Rewards Tier ChargeWise program;
  - d) \$600 per charger for potential ChargeWise Participants' acquisition of the chargers necessary to participate in the Dynamic Reward Tier ChargeWise program.
4. Provide Contractor with the needed data/API feeds for the Peak Flex market and any other desired grid/market feeds as available.
5. To the fullest extent practicable, work to ensure that MCE's partners provide Contractor with the needed data/API feeds for the Peak Flex market and any other desired grid/market feeds.
6. Maintain its Apple App Store and Google Play Store marketplaces and provide Contractor with all resources and approvals necessary to host the MCE Sync app and issue app updates on its behalf.
7. Provide Contractor with timely requirements, feedback and sign-off on MCE Sync updates.
8. Provide Contractor with updated MCE tariff prices and structures, when made available by MCE.

**Eligible EVs and Home Chargers:** EVs and home chargers eligible for MCE Sync as of Effective Date include:

- Alpha Romeo Tonale
- Audi e-tron, Q4 e-tron
- BMW i3, i4, i5 iX, 3 series, 5 series, 7 series, X3, X5
- Cadillac LYRIQ
- Chevrolet Blazer EV, Bolt EUV, Bolt EV, Equinox EV, Silverado EV, Spark EV (Requires additional OEM subscription plan, paid for by Participant)
- Chrysler Pacifica Hybrid
- Dodge Hornet
- Fiat 500e
- GMC Hummer EV
- Hyundai IONIQ 5, IONIQ 6, IONIQ EV, IONIQ PHEV, Kona Electric, Santa Fe PHEV, Sonata PHEV
- Jaguar i-Pace
- Kia EV6, EV9, Niro EV, Niro PHEV, Optima PHEV, Sorento, Soul EV, Sportage PHEV
- Land Rover Range Rover P 400 E
- Lexus RX 450 H PHEV, RZ
- Mazda CX-60, CX-90, MX-30
- Mini SE Countryman and Hardtop
- Nissan Ariya
- Porsche 992, Cayenne, Taycan
- Ram 1500 REV
- Subaru Solterra
- Tesla Models S,X,Y,3, and Cybertruck
- Toyota bZ4X, Prius Prime, RAV4 Prime (Requires additional OEM subscription plan, paid for by Participant)
- Volkswagen e-Golf, ID 4, Tiguan PHEV
- ChargePoint Home/ Home Flex chargers
- Wallbox EV Home Chargers
- Autel Home EV Chargers
- Additional EVs and Home Chargers can be added to this list as they become eligible.

Assumptions and Understandings:

1. Contractor will integrate additional EVs and home chargers, as identified by MCE, into the MCE Sync software when Contractor informs MCE that additional integration is possible.
2. Contractor may participate and be the recipient of Peak Flex payments as an aggregator in MCE's Peak Flex market.
3. All marketing work provided by Contractor is subject to MCE Public Affairs Team's review and written approval.
4. Both Parties shall comply at all times during the Term with the following MCE service level agreement ("SLA") that provides MCE's expectations for customer interactions by Contractor:
  - a) Contractor shall keep a 99% platform uptime.
  - b) Contractor and all subcontractors responding to, or engaging directly with, MCE customers shall respond to direct customer inquiries no later than within 3 business days after the inquiry is received. Unless otherwise agreed to, Contractor and subcontractors are to provide one option for customer contact (email). Unless otherwise agreed to, the Contractor shall provide MCE with a process to document customer issues, escalations, and resolutions.
  - c) MCE to review and approve the Marketing, Education & Outreach Plan.
  - d) MCE to review and approve all branded customer facing materials (digital and physical content) before Contractor and/or subcontractor uses and distributes them.
  - e) Contractor to provide to MCE monthly reports which will include lead generation, outreach status, Customer Information updates and any customer complaints, feedback, and escalations
5. Contractor shall comply with Contractor's standard service levels (included as Exhibit C) including 99% platform uptime and response to inbound Participant support queries within 3 business days.
6. MCE acknowledges that Contractor's connectivity to the above pieces of hardware is dependent on Original Equipment Manufacturer server uptime, Participant's home WiFi connectivity and Participant's subscription to any required vehicle telematics data plans.

**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: Managed EV Charging and Program Management Monthly Costs; Not to Exceed \$784,192

1. \$400,000 Estimated Cost: Managed EV charging, front-line Participant support, back-end Participant verification, Participant incentive calculation, regular platform updates, Program management and monthly data/performance reporting:
  - a) Up to 1,000 active vehicles (total \$19,000 month)
  - b) Each additional tranche of 500 active vehicles (an additional \$2,000/month)
2. \$307,692 Estimated Cost: Financial incentive administration to Eligible Participants, including the \$50 enrollment incentive, \$10 Standard Rewards incentive, and up to \$40/month for Dynamic Rewards incentives.
  - a) Invoiced to MCE at cost each month (including 5% processing fees).
  - b) Enrollment and Dynamic Rewards incentives will be match funded at 50% by CEC REDWDS funding.
3. \$31,500 Estimated Cost: Of the greater \$600 cost of chargers for Charger Rebate, MCE will be providing 50% of funding (plus a 5% processing fee) and the remaining 50% will be funded by CEC REDWDS funding. While the final number of chargers will depend on Participant need, approximately 100 chargers are expected to be provided
4. \$20,000 Estimated Cost: Charger rebate processing support, including enhanced customer support to aid rebate recipients with the application process
5. \$25,000 Estimated Cost: Development and implementation of Participation and Customer Success Ticket (\$12,500 per API, 2 APIs total)

Task 2: Marketing and MCE Sync App Participant Enrollment, Not to Exceed \$126,000

1. \$24,000 Estimated Cost: Marketing planning services (\$2,000/month)
  - a) Marketing services to be provided throughout the Term.
2. \$72,000 Estimated Cost: Participant acquisition activities (\$30/Eligible New Participant acquired)
  - a) Standard \$60 per Eligible New Participant fee to be match funded at 50% by CEC REDWDS funding
3. \$30,000 Estimated Cost: Participant retention and acquisition funnel services (\$2,500/month)

Task 3: Enhancements to the MCE Sync App and Program, Not to Exceed \$16,500

1. \$4,000 Estimated Cost: In-app customer support chatbot development and deployment
2. \$12,500 Estimated Cost: Translation of the app interface into Spanish
  - a) Standard \$25,000 translation fee to be match funded at 50% by CEC REDWDS funding

Upon written approval of MCE, funds may shift between the Tasks to accomplish the scope of Services outlined in Exhibit A. Contractor will provide an itemized invoice to MCE Customer Programs staff with information on the deliverables it has completed in the previous calendar month. All items funded by CEC REDWDS funding are subject to CEC's approval of Contractor's Phase 2 funding. If funding is not approved, neither Contractor nor MCE are not responsible for supplying the additional funds, and ChargeWise-related activities will cease.

Contractor shall bill monthly. In no event shall the total cost to MCE for the Services provided herein exceed the **maximum sum of \$926,692** for the term of the Agreement.

**EXHIBIT C  
SERVICE LEVELS**

a) Availability Service Level.

1) Definitions.

- (a) "Maintenance Window" shall mean the total minutes in the reporting month represented by the mutually agreed day(s) and time(s) during which Service Provider shall maintain the Services.
- (b) "Scheduled Downtime" shall mean the total minutes in the reporting months represented by the Maintenance Window.
- (c) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 99% of the Scheduled Uptime.

b) Technical Support Problem Response and Resolution Service Level.

1) Service Level Standard. The Service Provider will respond to two categories of problems associated with delivery of the Services:

- i) Problems that shall be investigated and resolved within 3 working days if the problem prevents >25% of Authorized Users from accessing the Services to charge their vehicle as required; and
- ii) Problems that shall be investigated and resolved within 15 working days if >25% of Authorized Users are able to access the Services to charge their vehicle as required but are unable to access a specific functionality delivered by the Service Provider.

**EXHIBIT D**  
**MCE CRM ACCESS PROTOCOLS**

Contractor shall implement the following security measures as part of the Agreement according to program needs up to the time/fees allowed under the Agreement in order to gain access to MCE's Customer Relationship Management software ("MCE CRM"), whether through direct portal access or via application programming interface ("API") integration.

To access MCE CRM, Contractor must first agree to and comply with the following protocols, including, if applicable, those related to API integration:

1. MCE CRM access is subject to the NDA between the Parties dated April 24, 2023.
2. MCE CRM login information, passwords, and any information retrieved from MCE CRM shall be treated as Confidential Information.
  - Confidential Information shall have the same meaning as defined in the MCE NDA between the Parties dated April 24, 2023.
  - No Contractor employee is to give, tell, or hint at their login information or password to another person under any circumstance.
  - MCE CRM passwords are required to be changed every 90 days at least.
  - MCE encourages strong passwords (such as minimum character length, and use of special characters) that are not reused for other logins.
  - MCE CRM shall only be accessed from an Internet Protocol (IP) address in the United States.
    - Any suspicious or unauthorized IP access may be blocked without notice by MCE.
    - Contractor agrees that MCE is not liable for any interruption or restriction of access to the CRM resulting from the blocking of suspicious or unauthorized IP addresses.
  - MCE reserves the right to use approved public IP addresses to control and limit access to MCE's systems.
3. MCE CRM access shall be provided through MCE's selected Single Sign-On (SSO) provider, Okta, Inc. or another MCE-designated SSO provider.
4. Direct MCE CRM Portal Access Restrictions.
  - Direct MCE CRM portal access shall only be provided to those employees of Contractor who have a "need to access" such information in the course of their duties with respect to Contractor's Services ("Designated Employees").
    - Designated Employees who access MCE CRM shall only update or view fields related to the tasks assigned.
    - Contractor shall maintain a list of Designated Employees that have been authorized to access MCE CRM.
      - The list shall be updated and verified by Contractor quarterly and provided to MCE upon request.
      - In the event of an employment status change for a Designated Employee who had been granted access to MCE CRM, Contractor shall provide the following information to MCE:
        - Name and email of pertinent Contractor employee.
        - Notification to MCE within 3 days of employment status change.
  - Designated Employees who access MCE CRM shall first review and agree to be bound by these MCE CRM Access Protocols.
  - Designated Employees' use of MCE CRM is restricted to that which is necessary to provide the Services described in Exhibit A.
  - Designated Employees shall not copy, download, record or reproduce in any way any data existing within MCE CRM.
    - Any customer data that is utilized or uploaded must be removed from Designated Employees' computers and Contractor's systems within 24 hours of upload or utilization.
5. API Integration Restrictions
  - Contractor shall only use an MCE-authorized API to the extent its use is necessary for the completion of contracted work as included in Exhibit A.
  - Contractor shall use industry best standards and significant access control in a closed API system. This includes, but is not limited to:
    - Only employees of Contractor who have a "need to access" such information in the course of their duties with respect to Contractor's Services ("Designated Employees") will be allowed to access information available through the API.
      - For an employee to become a Designated Employee, they must first successfully pass a background screening, which may include a screening of the individual's educational background, employment history, valid driver's license, and court record.
      - If a Designated Employee leaves Contractor's employment or if a Designated Employee's position changes such that they no longer need API access, Contractor will close the employee's access within 24 hours and provide the following information to MCE:
        - Name and email of pertinent employee.
        - Notification to MCE within 3 days of employment status change.
    - Contractor must keep MCE informed of the names, positions, and data access levels of all Designated Employees with a Designated Employee List which shall be updated and verified by Contractor quarterly and provided to MCE upon request.
    - Designated Employees are prohibited from copying, downloading, recording, or reproducing any MCE data except through the approved API integration.



6. Contractor having any interaction with an MCE customer shall do the following:
  - o Contractor shall comply at all times during the Term with any MCE-provided MCE co-branding and/or customer engagement protocol that provides MCE's expectations for customer interactions by Contractor. Failure of Contractor to comply at all times with this section will constitute a material breach pursuant to Agreement section 12 and may result in the discontinuation of work with MCE at MCE's request.
  - o Contractor and any approved subcontractors responding to, or engaging directly with, MCE customers shall respond to direct customer inquiries within 3 business days after the inquiry is received. Unless otherwise agreed to, Contractor and subcontractors are to provide two options for customer contact (email and phone). Contractor shall provide MCE with a process to document any customer issues, escalations and resolutions.



DRAFT

MCE Board of Directors Meeting  
Thursday, March 20, 2025  
6:30 p.m.

1125 Tamalpais Avenue, San Rafael, CA 94901 (MCE)  
2300 Clayton Road, Suite 1150, Concord, CA 94920 (MCE)  
955 School Street, Napa, CA 94559, City Hall Committee Room (City of Napa)  
1200 Harry Price Drive, Fairfield, CA 94533, Fairfield Adult Recreation Center, Conference Room (Fairfield)

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

**Remote Public Meeting Participation**

Video Conference: <https://zoomto.me/F6Ogt>  
Phone: Dial (669) 900-9128, Meeting ID: 890 0487 7785, Passcode: 525690

Public comments may be made in person, remotely, or via email. Members of the public wishing to submit written comments may email them to [board@mcecleanenergy.org](mailto:board@mcecleanenergy.org) at least 24 hours before the start of the meeting.

*Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Ave, San Rafael, CA 94901 and in Concord at 2300 Clayton Road Suite 1150, Concord, CA 94920.*

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](mailto: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)

## Agenda Page 2 of 2

4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1. Approval of 2.20.25 Meeting Minutes
  - C.2. Approved Contracts for Energy Update
  - C.3. Addition of Board Members to Committees
6. Charles McGlashan Award Presentation (Discussion/Action)
7. Proposed Fiscal Year 2025/26 Budget (Discussion/Action)
8. Proposed Resolution 2025-03: Authorizing the Execution and Delivery of a Clean Energy Purchase Contract and Certain Other Documents in Connection with the Issuance of **the California Community Choice Financing Authority Clean Energy Project Revenue Bonds**; and Certain Other Actions Required to Ensure the Reduction in the Costs of Renewable Energy Therewith (Discussion/Action)
9. Adjustment to MCE Demand Charges (Discussion/Action)
10. 2025 Legislative Session Preview (Discussion)
11. Board & 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.*



March 3, 2025

TO: MCE Executive Committee  
FROM: Kiara Donato, Community Development Manager  
RE: 2024 Charles F. McGlashan Advocacy Award Nominations (Agenda Item #07)  
ATTACHMENT: List of Past Charles F. McGlashan Advocacy Award Recipients

Dear Executive Committee Members:

**Summary:**

The Charles F. McGlashan Advocacy Award was established by MCE 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 of MCE's founding Chair, Charles F. McGlashan.

Award recipients 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 past awardees and is displayed outside the Charles McGlashan Room at the MCE office in San Rafael. Recipients are also recognized in MCE's e-newsletter, online blog, and social media.

**2024 Charles F. McGlashan Award Nominees:**

- The Greater Concord Chamber of Commerce
- RCF Connects
- Richard Fleming, Community and Sustainability Commission member, City of Benicia
- Andrew Bradley, Program Manager, City of St. Helena

**The Greater Concord Chamber of Commerce**

The Concord Chamber of Commerce has been an effective advocate for MCE, actively supporting MCE's Small Business Energy Advantage program in the community. Through door-to-door outreach, they helped 47 Concord small businesses access free energy assessments and low-cost upgrades to reduce utility bills by enrolling in MCE's program. The Chamber also connected MCE with their Spanish-language subcommittee, Comité de Negocios Hispanos, ensuring Spanish-speaking business owners could benefit from the program. These efforts have strengthened community ties and supported local businesses.

Since its launch in October 2024, the Chamber has supported:

- 47 business enrollments in the program
- 9 projects installed, to date
- 152 businesses contacted during the campaign

The Concord Chamber of Commerce has shown environmental leadership by leveraging its strong brand and network to promote MCE and its energy efficiency programs. Through trusted relationships, many local businesses already engaged with the Chamber were introduced to MCE, enabling valuable conversations about cost savings and sustainable practices with businesses that may not have otherwise considered energy efficiency.

By proactively engaging businesses, particularly those operating on tight margins, the Chamber has strengthened community ties and made energy efficiency more accessible. Their leadership in sustainability and economic development continues to foster long-term benefits for local businesses and the Concord community.

### **RCF Connects**

RCF Connects has been a key partner in developing MCE's Richmond Virtual Power Plant Pilot, serving as a dedicated and compassionate project manager in redeveloping blighted and abandoned homes into modern housing for first-time, lower-income homebuyers. They have actively involved MCE in community discussions, inviting us to join them in speaking about the social impact bond, co-submitting to conferences, and participating in local awards to highlight our shared accomplishments. This partnership has facilitated new relationships and expanded MCE's reach to broader audiences, enhancing visibility for our story.

Their work centers equity in the clean energy transition, tackling numerous challenges such as remediation of toxic soil, negotiating with residents in informal housing settlements, and managing complex construction contracts.

RCF Connects has invested over \$19 million in advancing affordable homeownership, rental assistance, and emergency housing support, across Contra Costa County. Their commitment to community progress makes them highly deserving of recognition.

### **Richard Fleming, City of Benicia**

Richard serves on the Community and Sustainability Commission (CSC) for the City of Benicia, where he is leading efforts to connect local businesses with MCE programs. Through his advocacy, he has garnered support from the city manager and MCE for a direct mailer campaign set to launch in early 2025 and expected to reach over 120 local businesses.

Thanks to Richard's efforts, MCE is better positioned to support the Benicia community, which is particularly impactful as Benicia, MCE's first Solano community, has the lowest MCE participation rate in Solano County. Richard and the Community and Sustainability Commission are creating opportunities to address climate issues in the City.

As a dedicated volunteer on the Community and Sustainability Commission, Richard prepares public agendas, identifies valuable resources for the city, and serves as a key liaison between the public and local government. He is a strong advocate for sustainability education. In the fall of 2024, Richard and the CSC hosted MCE at the Benicia Farmer's market, where he staffed a booth, answered questions about NEM billing, shared his EV purchase experience, and discussed sustainability initiatives with attendees.

Richard's leadership stands out for his hands-on approach, working directly with the community to leverage institutional impacts. He is an active participant of MCE's Community Power Coalition and meets regularly with MCE staff to increase partnership opportunities.

**Andrew Bradley, City of St. Helena**

Andrew led a successful co-branding initiative with MCE to boost MCE's visibility in St Helena. As a result, MCE now has a dedicated page on the City's website and regular mentions in the City's newsletters with ongoing program updates.

Andrew has demonstrated strong environmental leadership through monthly meetings with MCE for over a year, during which he gained in-depth knowledge of MCE programs and community benefits. He has advocated for MCE's support for the City to pursue an EV charging grant, enrolled the City in MCE's Strategic Energy Management program, and become a champion for several MCE initiatives.

His passion and commitment to his community's sustainability goals are evident in his continued efforts. The City's newsletter, which includes MCE content, reaches over 4,700 community members, with MCE topics consistently recording as their top 10 most popular links.

**Fiscal Impacts:**

None.

**Recommendation:**

Select the 2024 recipient(s) of the Charles F. McGlashan Advocacy Award to be presented at a future meeting of the MCE Board of Directors.



## Past Charles F. McGlashan Advocacy Award Recipients

2011	Barbara George, Women’s Energy Matters
2012	The Mainstreet Moms
2013	Lea Dutton of the San Anselmo Quality, Life Commission
2014	Doria Robinson, Urban Tilth
2015	Constance Beutel, Benicia’s Community Sustainability Commission
2016	Sustainable Napa County
2017	The El Cerrito Environmental Quality Committee
2018	Sustainable Lafayette Resilient Neighborhoods Verna Causby-Smith, EAH Affordable Housing
2019	Sustainable Rossmoor and the National Council for Jewish Women, Contra Costa Division Gloria Castillo, Canal Alliance
2020	Deborah Elliott, County of Napa Fairfax Climate Action Committee Marin Center for Independent Living (MCIL), Disability Services Legal Center (DSLCL), the Independent Living Resources of Solano and Contra Costa (ILRSCC), and Vi Ibarra, Developmental Disabilities Council of Contra Costa County
2021	Sustainable Contra Costa
2022	Matt Belasco, Pittsburg Unified School District Sara Bellafronte, City of Pittsburg Napa Green
2023	Chris Benz of Napa Climate NOW! Karen Madden of the Marin School of Environmental Leadership Eden Housing



# Charles F. McGlashan Advocacy Award

March 2025

Executive Committee Meeting



# Overview

## Purpose

- Established in 2011 to recognize changemakers for their outstanding dedication to environmental leadership and to commemorate the legacy of MCE's founding Chairman, Charles F. McGlashan.

## Past Winners

- **2023:** Chris Benz (Napa Climate Now), Karen Madden (Marin School of Environmental Leadership), Eden Housing
- **2022:** Matt Belasco (Pittsburg Unified School District), Sara Bellafronte (City of Pittsburg), Napa Green
- **2021:** Sustainable Contra Costa



# 2024 Nominees

## **The Greater Concord Chamber of Commerce**

Partnered with MCE to advance the Small Business Energy Advantage (SBEA) program, reducing energy costs and easing financial pressures for local businesses.

## **RCF Connects**

Collaborated with staff to develop MCE's Richmond Virtual Power Plant Pilot, transforming blighted homes into modern housing for first-time, lower-income homebuyers.

## **Richard Fleming, Sustainability Commissioner, City of Benicia**

Community volunteer who garnered support for an MCE direct mail campaign launching in early 2025, expected to reach over 120 local businesses.

## **Andrew Bradley, Program Manager, City of St. Helena**

Led a successful co-branding initiative with MCE to boost visibility in St. Helena, resulting in a dedicated page on the City's website.



*2023 Award Winners, Representatives from Eden Housing* 3

# Thank you!



[mceCleanEnergy.org](http://mceCleanEnergy.org)  
[info@mceCleanEnergy.org](mailto:info@mceCleanEnergy.org)