



MCE Executive Committee Meeting
Monday, November 2, 2026
12:00 p.m.

1125 Tamalpais Avenue
San Rafael, CA 94901

2300 Clayton Road, Suite 1500
Concord, CA, 94520

Barbara Coler, Town of Fairfax (Committee Chair)
Cindy Darling, City of Walnut Creek (Committee Vice Chair)
Stephanie Andre, City of Larkspur
Kari Birdseye, City of Benicia
Maika Llorens Gulati, City of San Rafael
Devin Murphy, City of Pinole
Beth Painter, City of Napa
Max Perrey, City of Mill Valley
Laura Nakamura, City of Concord
Shanelle Scales-Preston, Contra Costa County
Sally Wilkinson, City of Belvedere

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

Remote Public Meeting Participation

Video Conference:

<https://us02web.zoom.us/j/86122343784?pwd=VVdrZVlzSzVublQ1NURZekNMMVVkUT09>

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 Avenue, San Rafael, CA 94901 and in Concord at 2300 Clayton Road, Suite 1500, Concord, CA 94520.

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 at least 72 hours before the meeting start time to ensure arrangements are made.

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.

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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 10.5.26 Meeting Minutes
 - C.2. Proposed First Amendment to Second Agreement with Alcor Solutions, Inc.
 - C.3. Review Draft 11.19.26 Board Agenda
6. CEO Search: Candidate Profile and Salary Range (Discussion/Action)
7. 2026 Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)
8. Proposal to Select eScribe as Board Agenda and Packet Technology Provider (Discussion/Action)
9. Committee & Staff Matters (Discussion)
10. Adjourn

The next regularly scheduled Executive Committee meeting will be December 7, 2026.

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MCE EXECUTIVE COMMITTEE MEETING MINUTES
Monday, October 5, 2026
12:00 P.M.

Present: Stephanie Andre, City of Larkspur
Kari Birdseye, City of Benicia
Barbara Coler, Town of Fairfax, Chair
Maika Llorens Gulati, City of San Rafael, left at 3:25 p.m.
Devin Murphy, City of Pinole, joined at 12:08 p.m.
Laura Nakamura, City of Concord
Beth Painter, City of Napa, left at 1:35 p.m.
Max Perrey, City of Mill Valley, joined at 1:03 p.m.
Shanelle Scales-Preston, Contra Costa County
Sally Wilkinson, City of Belvedere

Absent: Cindy Darling, City of Walnut Creek, Vice Chair

**Staff
& Others:** Jessica Brooks, Lead Board Clerk & Executive Assistant
Alice Havenar-Daughton, VP of Customer Programs
Susan Hardgrave, Accounting Manager, Programs
Alcides Hernandez, Director of Rates
Vicken Kasarjian, Interim CEO and COO
Shaheen Khan, VP of Human Resources, Equity & Inclusion
Tanya Lomas, Board Clerk
Linda Lye, Senior Legal Counsel
Lindsay Meehan, Director of Human Resources
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Associate
Justine Parmelee, VP of Internal Operations
Mike Rodriguez-Vargas, Internal Operations Coordinator
Enyonam Senyo-Mensah, Manager of Internal Operations
Maíra Strauss, Chief Financial Officer
Son Tran, Internal Operations Assistant
Jamie Tuckey, Chief Customer Officer

1. Roll Call

(Video [0:00:00](#))

Chair Coler called the regular Executive Committee meeting to order at 12:01 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

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(Video [0:00:14](#))

There were no comments.

3. Public Open Time (Discussion)

(Video [0:01:37](#))

Chair Coler opened the public comment period and there were comments from members of the public, Jody Timms, Shane Trimmer, and Carrie Schulman.

4. Report from Chief Executive Officer (Discussion)

(Video [0:09:47](#))

Vicken Kasarjian, Interim CEO & COO, introduced this item.

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

5. Consent Calendar (Discussion/Action)

(Video [0:12:21](#))

Chair Coler pulled item C.2 at staff's request.

- C.1 Approval of 9.8.26 Meeting Minutes
- C.2 Review Draft 10.15.26 Board Agenda

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

Action 1: It was M/S/C (Wilkinson/Llorens Gulati) to **Approve Consent Calendar Item C.1**. Motion carried by unanimous roll call vote. (Absent: Darling and Perrey).

Action 2: It was M/S/C (Andre/Murphy) to **Approve Consent Calendar Item C.2 adding an item called "Customer Programs Updates and Equitable Distribution of Funds."** Motion carried by unanimous roll call vote. (Absent: Darling and Perrey).

6. Proposed Fiscal Year End 2027 Budget Amendment with Increased Temporary Rate Credit (Discussion/Action)

(Video [0:17:19](#))

Maira Strauss, Chief Financial Officer, Alcides Hernandez, Director of Rates, and Susan Hardgrave, Accounting Manager, Programs, presented this item and addressed questions from Committee members.

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

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Action: It was M/S/C (Andre/Nakamura) to **Recommend to the MCE Board of Directors approval of the proposed FYE 2027 Budget Amendment, including:**

- (1) Increasing the authorized Operating Reserve Fund withdrawal from \$62,000,000 to \$85,906,000 to fund a temporary increased rate credit of up to \$0.03725/kWh effective November 1, 2026, through March 31, 2027.**
- (2) Approving the proposed amended budget lines presented in Table 8.**
- (3) Authorizing contingency as a separate category within the Operating Fund budget, to be applied to any Operating Fund expense line item other than cost of energy.**
- (4) Authorize an additional \$1,000,000 at staff's discretion for customer programs.**

Motion carried by roll call vote. 8-Yeas 1-No. (No: Wilkinson. Absent: Darling and Perrey).

Chair Coler reordered the agenda to move Committee & Staff Matters to after closed session.

8. Public Open Time for Closed Session Matter (Discussion)

(Video [0:40:40](#))

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

(Video [0:40:55](#))

Begin Closed Session Chair Coler opened the closed session at 12:42 p.m.

9. Roll Call/Quorum

(Video [0:41:32](#))

Chair Coler returned to open session at 3:30 p.m. with quorum established by roll call.

The following report-out was provided from the closed session:

As it relates to the Conference with Labor Negotiator

- Action: It was M/S/C (Llorens Gulati/Andre) to **provide Interim CEO with a 5% temporary increase as a performance bonus for the additional CEO duties, effective Sept 18 and for the duration of the interim assignment, and to continue in effect all benefits received as COO, and to direct staff to prepare an employment agreement for the interim assignment.** Motion carried by unanimous roll call vote. (Absent: Darling and Painter).
- In addition, direction was provided.

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As it relates to the Performance Evaluation of the Interim CEO

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| <ul style="list-style-type: none">• There was no reportable action and direction was provided. |
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7. Committee & Staff Matters (Discussion)

(Video [0:43:13](#))

There were no comments.

10. Adjournment

(Video [0:43:32](#))

Chair Coler adjourned the meeting at 3:32 p.m. to the next scheduled Executive Committee Meeting on November 2, 2026.

Barbara Coler, Chair

Attest:

Justine Parmelee, Secretary



November 2, 2026

TO: MCE Executive Committee

FROM: Shuvo Chowdhury, Vice President of Technology & Analytics

RE: Proposed First Amendment to Second Agreement with Alcor Solutions, Inc. (Agenda Item #05 C.2)

ATTACHMENTS: A. Proposed First Amendment to Second Agreement with Alcor Solutions, Inc.
B. Second Agreement with Alcor Solutions, Inc.

Dear Executive Committee Members:

Summary:

To maintain operational excellence, ensure regulatory compliance, and drive strategic decision-making, MCE requires a modern, resilient enterprise data analytics infrastructure. Over the past fiscal year, MCE has systematically increased its data self-reliance by bringing crucial data management, compliance reporting, and analytics services in-house. A central pillar of this transformation is MCE's cloud-based Data Analytics Platform (DAP), built on Databricks Lakehouse architecture utilizing Medallion Architecture (Bronze, Silver, Gold layers) and Unity Catalog governance.

The DAP serves as MCE's core technical backbone, processing massive utility datasets from Pacific Gas & Electric Company (PG&E) and Sacramento Municipal Utility District (SMUD), fulfilling complex regulatory requirements (including Congestion Revenue Rights [CRRs], California Energy Commission Market Informed Demand Automation Server [MIDAS] rate compliance, and Share My Data [SMD] interval feeds), powering short- and long-term load forecasting models, and feeding MCE's internal rate engine and customer targeting applications.

Background & Vendor Details:

MCE Data Analytics Platform (DAP) Overview

DAP is MCE's central, secure, enterprise-wide repository and computation engine. By unifying raw, high-volume utility data into clean, analytic-ready assets, the DAP eliminates data silos, reduces dependence on costly third-party vendors, and serves as the single source of truth across all MCE departments and external partners.

1. Multi-Utility Ingestion & Automated Processing Engine

The DAP automates complex ETL (extract, transform, load)/ELT (extract, load, transform) pipelines to ingest, parse, validate, and quality-assure massive volumes of raw utility data:

- **PG&E & SMUD Data Pipelines:** Automated ingestion of daily and weekly customer, billing, and usage files across PG&E and SMUD systems.
- **PG&E Share My Data (SMD) Integration:** High-throughput processing of 15-minute Advanced Metering Infrastructure (AMI) electricity and gas data, handling millions of rows daily with dynamic schema parsing for deeply nested payloads.
- **Billing & Account Determinants:** Automated processing of Opt-in, Opt-outs, rate changes, meter swaps, and account status updates to maintain exact customer account history beyond 3+ years.

2. Regulatory Compliance & Advanced Load Forecasting

DAP supplies the computational horsepower required to satisfy stringent state regulatory mandates and power sophisticated energy models:

- **Short-Term & Long-Term Load Forecasting:** Feeds clean, weather-normalized, historical interval usage into machine learning models to predict day-ahead grid demand, seasonal system peaks, and multi-year load growth.
- **Congestion Revenue Rights (CRRs) & CAISO Settlements:** Integrates CAISO market data, node pricing, and CRR allocation models to hedge transmission congestion costs and audit energy settlement statements.
- **CEC MIDAS Database Integration:** Automates compliance with the California Energy Commission's (CEC) Flexible Demand Appliance Standards by feeding MCE's time-varying rate structures into the **Market Informed Demand Automation Server (MIDAS)**.
- **Distributed Energy Resource (DER) & Public Safety Power Shutoff (PSPS) Resilience Planning:** Combines customer attributes with spatial PSPS maps and interconnection data to identify vulnerable accounts and optimize DER and battery storage deployments.

3. Serving Internal Web Applications & External Ecosystems

Beyond analytics, the DAP operates as an active, low-latency operational back end serving applications, dashboards, and vendor integrations:

- **MCE-Owned Rate Engine:** Serves as the calculation backbone for MCE's internal web-based rate engine, enabling instant rate comparison, bill impact modeling, and rate schedule adjustments.
- **Customer Targeting & Program Equity Tools:** Powers internal web applications used by Public Affairs and Customer Care teams to target accounts for EV incentives, solar/NBT programs, and heat pump rebates, prioritizing Disadvantaged Communities (DACs).
- **MCE-Owned Customer Relationship Management (CRM) & Internal Dashboards:** Feeds clean customer account hierarchies, usage summaries, and program metrics

directly into MCE's CRM system and Power BI/Databricks SQL dashboards across Finance, Power Resources, and Customer Operations, and Public Affairs departments.

- **Multi-Vendor Data Syndication:** Securely packages and exports targeted data feeds to external MCE vendors across financial auditing, customer program execution, and technical consulting, enforcing strict Unity Catalog security and column-level masking.

Vendor Details: Alcor Solutions, Inc.

Headquartered locally in Dublin, California (Bay Area), Alcor Solutions, Inc. (referred to herein as "Alcor" and "Vendor") is a certified Minority and Women-Owned Business Enterprise (MBE/WBE) with extensive experience delivering cloud architecture, data management, and enterprise integration solutions. Alcor brings demonstrated expertise in cloud enterprise transformations, featuring:

- **Certified Databricks & Cloud Expertise:** Alcor's technical team includes Databricks-certified Data Engineers and Solutions Architects experienced in streaming pipelines, Delta Lake optimization, and Unity Catalog migrations.
- **Proven Local & Regional Delivery Track Record:** A deep understanding of California public agency operational models, public utility workflows, and local compliance standards.
- **Commitment to Diversity & Equity:** Recognized for maintaining strong diversity metrics across their workforce and leadership roles, aligning with MCE's Supplier Diversity goals.

Vendor Selection Justification

1. As a Community Choice Aggregator (CCA), MCE manages complex energy, customer, billing, and regulatory data that requires specialized processing, validation, reconciliation, and reporting capabilities across multiple utility and market participants.
2. Alcor was originally selected because of its demonstrated experience working with PG&E data structures, CCA business processes, utility billing and settlement datasets, and familiarity with MCE's data architecture and operational workflows.
3. Over the course of the engagement, Alcor has developed extensive institutional knowledge of MCE's systems, integrations, reporting requirements, and business processes. The Vendor's contributions have been instrumental in the successful delivery of numerous Technology & Analytics Data Systems initiatives.
4. MCE has evaluated longer-term strategies that may include expanding internal capabilities and/or conducting a competitive procurement process to diversify vendor support.
5. However, the Data Systems team is currently executing several strategic and business-critical initiatives, including:
 - Migration from Azure Synapse to Databricks as MCE's primary analytics platform (target completion FYE 2027).
 - Transition from ZGlobal Inc. to Yes Energy as MCE's Scheduling Coordinator.
 - Development of direct Application Programming Interface (API) integration with CAISO systems to support future power procurement and market analytics capabilities.

- Evaluation and potential transition of MCE's data manager services, currently provided by SMUD under an agreement expiring in late 2027.
6. Transitioning platform support responsibilities to a new vendor at this stage would require significant knowledge transfer, onboarding, and operational ramp-up efforts. This could introduce delivery risk, reduce project velocity, and impact the successful execution of the strategic initiatives currently underway.
 7. Given the critical nature of these initiatives and Alcor's deep understanding of MCE's operational and technical environment, the Technology & Analytics team recommends continuing its engagement with Alcor Solutions through the completion of the current platform modernization and market-transition initiatives. This approach provides operational continuity, minimizes implementation risk, and helps ensure the successful delivery of projects that are foundational to MCE's future data and analytics capabilities.

Fiscal Impact:

Expenditures related to the proposed First Amendment to the Second Agreement with Alcor Solutions, Inc. is included in the approved Fiscal Year Ending 2027 Operating Budget under Other Professional Services. If approved, the total contract expenditure under this proposed agreement would not exceed \$550,800.

Recommendation

Approve the proposed First Amendment to the Second Agreement with Alcor Solutions, Inc.

**FIRST AMENDMENT TO SECOND AGREEMENT
BY AND BETWEEN MARIN CLEAN ENERGY
AND ALCOR SOLUTIONS, INC.**

This FIRST AMENDMENT is made and entered into on _____, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ALCOR SOLUTIONS, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an agreement on March 20, 2026, to provide support and maintenance work for MCE's Data Analytic Platform (DAP) project ("Agreement"); and

WHEREAS, Section 3 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$395,833 for the support and maintenance work for MCE's DAP project described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to increase the contract amount by \$154,967 for total consideration not to exceed \$550,800; and

WHEREAS, Section 4 of the Agreement stated the Agreement shall terminate on December 31, 2026; and

WHEREAS, the parties desire to amend the Agreement to extend the time of the Agreement.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$550,800**.

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

TERM OF AGREEMENT:

This Agreement shall commence on **April 1, 2026** ("Effective Date"), and shall terminate on **March 31, 2027**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

3. The last sentence of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the Services provided herein exceed the maximum sum of \$550,800 for the term of the Agreement.

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

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

MARIN CLEAN ENERGY:

CONTRACTOR:

By:

By:

Date:

Date:

Chairperson:

By:

Date:

MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT

SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ALCOR SOLUTIONS, INC.

3/20/2026

THIS SECOND AGREEMENT ("Agreement") is made and entered into on _____, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and ALCOR SOLUTIONS, INC., a California corporation with principal address at: 7600 Dublin Blvd Ste 230, Dublin, CA 94568, United States (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

RECITALS:

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

WHEREAS, Contractor desires to provide the Services to MCE;

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

1. SCOPE OF SERVICES:

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

2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of **\$395,833**.

4. TERM OF AGREEMENT:

This Agreement shall commence on **April 1, 2026** ("Effective Date") and shall terminate on **December 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 **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. PERFORMANCE ASSURANCE; BONDING.** 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 bonding requirements of the California Contractors State License Board ("CSLB"), as may be applicable. 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, 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 of 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 assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.
 - b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Contractor permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations ("RICO") Statute (18 U.S.C. Sections 1961-1968)).
 - 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) To the extent permitted by applicable law, Contractor shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Contractor shall also immediately prevent that employee, representative, or agent from performing any Services.

5.8. FITNESS FOR DUTY. Contractor shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Contractor shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

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

5.10. ASSIGNMENT OF PERSONNEL. The 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. ACCESS TO CUSTOMER SITES. Contractor shall be responsible for obtaining any and all access rights for Contractor Parties, from customers and other third parties to the extent necessary to perform the Services. Contractor shall also procure any and all access rights from Contractor Parties, customers and other third parties in order for MCE and California Public Utilities Commission employees, representatives, agents, designees and contractors to inspect the Services.

6. INSURANCE:

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only.

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

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

6.1. GENERAL LIABILITY. The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **one million dollars (\$1,000,000) with a two million dollars (\$2,000,000)** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

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 \$2,000,000 US per occurrence.

7. FINANCIAL STATEMENTS:

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. 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. 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.

“Confidential Information” under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **November 14, 2024**.

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 **November 14, 2024**, 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, (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.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement (“Intellectual Property”), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE’s expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE’s ownership in the Intellectual Property.
- d) **Contractor’s Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights (“Contractor’s Pre-Existing Materials”) in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE’s business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor’s Pre-Existing Materials. Any and all claims to Contractor’s Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

10.7. 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, 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 10.6(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. 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 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; c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party; or d) any claim, allegation, or determination by any governmental agency, court, or other tribunal that any employee, agent or subcontractor of Contractor performing services under this Agreement is or was a common law employee of MCE, including but not limited to claims for wages, overtime, employee benefits, payroll taxes, penalties, unemployment insurance, workers' compensation coverage, or other employment-related obligations.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

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

Contract Manager: Monique McCool

MCE Address: 1125 Tamalpais Avenue
San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (415) 464-6049

Notices shall be given to Contractor at the following address:

Contractor: Ziyang Tan

Address: 7600 Dublin Blvd Ste 230, Dublin, CA 94568

Email Address: operations@alcortech.com

Telephone No.: 925-248-2344

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.

	☒	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services	^{DS} ET	^{Initial} DW
<u>EXHIBIT B.</u>	X	Fees and Payment	^{DS} ET	^{Initial} DW

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") within thirty (30) days of the Effective Date of this Agreement. 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 within thirty (30) days of receiving said request, and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall otherwise reasonably cooperate with MCE to provide all such information and ensure submission in the timeframe reasonably requested by MCE.

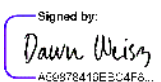
28. COUNTERPARTS:

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:

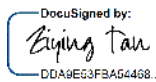
By:  Signed by: Dawn Weisz
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Name: Dawn Weisz

Title: CEO

Date: 3/20/2026

CONTRACTOR:

By:  DocuSigned by: Ziying Tan
DDA9E63F3A54468...

Name: Ziying Tan

Title: Senior Principal

Date: 3/20/2026

EXHIBIT A SCOPE OF SERVICES

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

1.1 Major milestones

High-Level Deliverables

1. Support for Databricks Migration:
 - Support for planning and coordinating data migration activities for Databricks.
 - Support for extracting, transforming, and loading data into Databricks environments.
 - Support for validating migrated data, including data quality checks and reconciliation in Databricks.
 - Support for monitoring, troubleshooting, and optimizing Databricks data migration jobs and pipelines.
2. Maintenance of Existing Data Warehouse System:
 - Regular maintenance activities to ensure optimal performance, uptime, and issue resolution in the current data warehouse infrastructure.
3. Machine Learning Use Cases for Blue Bills and Rate Management:
 - Development and implementation of machine learning algorithms focused on predicting and managing utility rates and consumption patterns based on data like PG&E Blue Bills (monthly energy statements).
4. New Data Source Integration (including but not limited to ISO, Z Global, CalTrack):
 - Onboarding and integrating new external data sources, such as the Independent System Operator (ISO) data, Z Global's energy market data, and CalTrack's metered energy savings data into the system for comprehensive analysis and reporting.
5. Azure to Databricks Migration:
 - Migration of the current workload from Azure to Databricks to enhance scalability, performance, and real-time data processing capabilities for advanced analytics and machine learning workflows.
6. Introducing New Datasets:
 - Integration of new datasets such as Share My Data (SMD), Aging Report, and MCE Generational Rates to enhance the analytics capabilities for various business needs.
7. SMUD Data Ingestion Activities:
 - Ingestion and processing of Sacramento Municipal Utility District (SMUD) data into the data warehouse for reporting and operational use.
8. Platform Administration:
 - Ongoing administration and optimization of the data platform to ensure smooth operations, security compliance, and adherence to best practices.

Detailed Deliverables

1. Data Ingestion:
 - Item 16 & Item 17 Data: Importing specific data related to these items (presumably related to energy or billing data) for analysis.
 - Customer Data Ingestion (CRCR Files): Regularly ingest customer records and service details for better insights and reporting.
 - SMUD Data Ingestion: Continuation of ingestion processes for data from SMUD.
 - Billing Data Ingestion: Loading invoice-related data for customer billing and payment history.
 - PG&E Blue Bills (Monthly Energy Statements): Ingest and process data related to customer energy usage and billing as captured in PG&E's Blue Bills.
 - Gas Data Ingestion & Processing: Ingest and model gas usage data to supplement electricity data.
 - Spatial Dataset Ingestion: Bringing in geospatial datasets for advanced location-based analysis.
 - Ad-hoc Data Ingestion: Handle unplanned or occasional ingestion of datasets for one-time analysis or reporting needs.
2. Extract, Transform, Load (ETL) Data Pipeline:
 - Interval/Usage Data Transformation Logic: Implement transformation logic for usage data, maintaining a 3-day window for processing and ensuring accurate consumption records.
 - XML Data Modeling: Convert and model XML data structures for use in the data warehouse.
 - ETL Job Creation Using PySpark: Build, optimize, and maintain ETL jobs using PySpark to

- process large datasets efficiently.
- End-to-End Testing of ETL Jobs: Ensure all ETL jobs are fully tested from extraction through to loading in the data warehouse.
- 3. Azure Databricks (Provision on Demand):
 - Cost-effectiveness Analysis: Evaluate the cost-effectiveness of provisioning Databricks on-demand for data processing and analytics.
 - Productionize & Automate Pipelines: Transition data pipelines from testing to production environments, ensuring automation and monitoring for continuous operation.
- 4. Data Warehouse (Azure Synapse and Databricks):
 - Create Tables and Views: Build necessary data structures (tables, views) to house customer data, SMD data, billing data, and PG&E Blue Bills.
 - Pay-Per-Use Optimization: Leverage Azure Synapse's serverless capabilities to optimize costs by paying only for what is used.
- 5. Reporting:
 - BI Environment and Report Generation: Develop a business intelligence environment that enables the generation of reports for decision-making across the organization.
- 6. CRM Support:
 - Support Data Engineering for CRM: Provide data engineering expertise to the CRM team, particularly in managing Azure data pipelines and ensuring data accuracy.
- 7. Job Monitoring:
 - Auditing & Logging: Build robust audit and logging mechanisms to track metadata, job status (success or failure), and ETL execution time for better monitoring and troubleshooting.
 - Monitoring Design for Customer and Usage Jobs: Set up a monitoring framework to ensure critical customer and usage-related data jobs run smoothly and issues are flagged immediately.

2.1 Resources (Personnel)

The primary responsibilities of the roles are described herein, but it is also understood that the individuals will not be limited to the stated responsibilities but will be required to take up other appropriate tasks and responsibilities as the project demands.

Role	Role Description	Responsibilities
Data Engineer	Will have 5-10 years of experience in working with ETL data pipelines on-prem and cloud. 2+ years of experience working with Azure data platform including ADLS and Azure Data warehouse.	Data Pipeline Design: Developing and maintaining robust ETL (Extract, Transform, Load) processes to move data between sources and storage systems, such as Azure Data Lake, Azure SQL Database, or Azure Synapse. Cloud Data Integration: Leveraging Azure services like Azure Data Factory, Databricks, and Azure Stream Analytics to enable real-time and batch data processing across the enterprise. Data Warehousing: Designing and implementing data models for cloud-based data warehouses, ensuring efficient querying and reporting.

BI Engineer	5-10 years of experience in data visualization	Report & Dashboard Development: Creating interactive, user-friendly reports and dashboards using Power BI, ensuring they meet business intelligence needs. Data Modeling: Building and optimizing data models within Power BI to ensure the accurate and efficient representation of business data. Data Integration: Connecting Power BI to various data sources such as Azure SQL, Excel, SharePoint, or external APIs, ensuring seamless data flow. DAX (Data Analysis Expressions): Writing DAX formulas to perform complex calculations and provide meaningful insights from data.
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Databricks Architect	10+ years of experience in designing, implementing, and optimizing data pipelines, advanced analytics, and AI/ML solutions on the Databricks platform	Architecture Design: Designing end-to-end data architecture for various use cases (ETL, machine learning, data lakes) using Databricks. Optimization: Tuning and optimizing Databricks clusters for performance, cost-effectiveness, and resource utilization. Collaboration: Working closely with data engineers, data scientists, and business stakeholders to deliver solutions that meet business needs. Security and Compliance: Ensuring data architectures meet security standards, governance, and compliance requirements.
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2.2 Assumption

- Contractor personnel shall not be supervised or directed by MCE employees regarding the manner or means of performing the Services.
- Adding/removing resources will require 1 month of notice period.
- For Customer 4013

Files will be copied from PG&E server only There are approx. 15 Reference tables Design will be provided by MCE

- SMUD
Design will be provided by MCE

3.1 Team Composition

The proposed team composition:

Team Member
Data Engineer
BI Engineer
Databricks Architect
DevOps Engineer

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:

Cost

Resource	Hours	Rates
Data Engineer	40 hours/week	\$35
BI Engineer	40 hours/week	\$35
Databricks Architect	40 hours/week	\$50

Note: Any overtime will be billed at the same hourly rate.

Add-on resources

If requested in writing by MCE, more resources besides those listed above can be added as needed according to the following rate table:

Resource	Hourly rate
Data Engineer	\$35
BI Engineer	\$35

Contractor will bill MCE based on the number of hours expended on the DAP project for the previous month, however MCE will not be obligated to pay the applicable fees unless and until both the MCE Director of Analytics, Data Systems and MCE Vice President of Technology and Analytics have reviewed and approved each detailed, monthly invoice. In no event shall the total cost to MCE for the Services provided herein exceed the **maximum sum of \$395,833** for the term of the Agreement.



DRAFT

MCE Board of Directors Meeting
Thursday, November 19, 2026
6:30 p.m.

1125 Tamalpais Avenue
San Rafael, CA 94901

2300 Clayton Road, Suite 1500
Concord, CA, 94520

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

Remote Public Meeting Participation

Video Conference:

<https://us02web.zoom.us/j/89004877785?pwd=OTYzWGk4V2ptMFdIVGFScmw3NTlIdz09>

Phone: Dial (669) 900-9128, Meeting ID: 890 0487 7785, Passcode: 525690

Materials related to this agenda are available for physical inspection at MCE's offices in San Rafael at 1125 Tamalpais Avenue, San Rafael, CA 94901 and in Concord at 2300 Clayton Road, Suite 1500, Concord, CA 94520.

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.

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

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)

Agenda Page 2 of 2

5. Consent Calendar (Discussion/Action)

- C.1. Approval of 10.15.26 Meeting Minutes
- C.2. Resolution 2026-XX: Appointing Chief Financial Officer as Treasurer
- C.3. Proposal to Select eScribe as Board Agenda and Packet Technology Provider

6. CEO Search Update with Heidrick & Struggles (Discussion/Action)

7. Policy Review with Leading Resources Inc. (Discussion/Action)

- a. Governance Process Policy 1: Board Purpose and Role
- b. Governance Process Policy 2: Board Governance Focus and Job Description
- c. Board Staff Linkage Policy 1: Board-CEO Relationship
- d. Board Staff Linkage Policy 2: Board-General Counsel Relationship
- e. Board Staff Linkage Policy 3: Unity of Control

8. Board & Staff Matters (Discussion)

9. Adjourn

Informational Reports

I.1 Approved Contracts for Energy Update

I.2 Legislative and Regulatory Updates

I.3 Quarterly Treasurer's Report



November 2, 2026

TO: MCE Executive Committee

FROM: Kiara Donato, Community Development Manager

RE: 2026 Charles F. McGlashan Advocacy Award Nominations (Agenda Item #07)

ATTACHMENTS: A. List of Past Charles F. McGlashan Advocacy Award Recipients
B. Presentation

Dear Executive Committee Members:

Summary:

The Charles F. McGlashan Advocacy Award was established by the MCE Board of Directors in 2011 to recognize individuals and organizations who have demonstrated passion, dedication, and leadership on behalf of MCE, as well as the broader impact of their contributions on MCE's customers and communities. The award honors and commemorates MCE's founding Chair, Charles F. McGlashan, and his legacy of environmental leadership.

Staff suggest recognizing award recipients at MCE's annual holiday party, December 10, 2026, from 6-10 p.m. in Vallejo. The recipients will also be honored on a plaque at MCE's San Rafael office, and through MCE's e-newsletter, online blog, and social media.

MCE solicited nominations from staff and Board members through internal communications and the October Board and municipal newsletter.

The Executive Committee may recommend one or more awardees for Board approval.

2026 Charles F. McGlashan Award Nominees:

- Cory Beavers - City of Fairfield
- Michael Cass - City of Martinez
- Monument Impact
- Ryan Melendez and William Doran - Napa County
- Sheila Alvarez - Canal Alliance and Marc Azevedo - Redwood Bikeshare

Corey Beavers - City of Fairfield

Corey Beavers helped strengthen Fairfield's connection to MCE through sustained City partnership and coordinated outreach. These efforts have helped drive one of the highest levels of household

enrollment in MCE's Home Energy Savings Program, which provides qualifying single-family homeowners and renters with no-cost home-energy assessments and upgrades.

Michael Cass - City of Martinez

Michael Cass has been a long-standing advocate for community choice energy and partner to MCE across several member communities. Years ago, as MCE expanded into Contra Costa County, he helped advance MCE in Lafayette and Concord by engaging the public, informing elected officials, and supporting local decision-making. Now serving as Assistant Community and Economic Development Director for the City of Martinez, Michael continues that partnership with MCE. In 2026, his work included:

- Coordination with MCE's EV team on grant opportunities
- Leadership on the community-centered mural at the Boys & Girls Club of Contra Costa,

His long-standing support of community choice energy and local sustainability initiatives demonstrates his dedication to public service and MCE's mission.

Monument Impact

Monument Impact serves families across Contra Costa County through educational programs focused on workforce development, health, and community advocacy. Rooted in the Monument Corridor of Concord for over 20 years, Monument Impact has expanded equitable access to energy savings programs and trusted clean energy information for low-income, Spanish-speaking communities. Through its Promotora network, Monument Impact helped bridge the gap between MCE and residents by providing culturally relevant education about MCE programs, bill savings opportunities, energy literacy, and environmental sustainability. In 2026 Monument Impact's Promotoras:

- Reached more than 2,375 community members through door-to-door outreach, tabling, and word of mouth
- Helped start conversations about clean energy
- Improved understanding of local concerns about high utility bills
- Positioned MCE as a more visible and supportive community resource

Ryan Melendez and William Doran - Napa County

Ryan Melendez and William Doran, Planners in Napa County's Natural Resource Division, are nominated together for their work advancing clean energy in Napa County by building trusted, community-responsive pathways for energy efficiency outreach. Through their work with the Bay Area Regional Energy Network, they support healthy, energy-efficient homes and no-cost upgrades for low- and moderate-income residents. As of September 2026, they:

- Helped 42 homes in Napa County to implement energy efficiency projects

- Supported delivering more than \$320,000 from MCE and other funding sources in home upgrades and connecting residents to programs that best meet their needs, including MCE offerings
- Participated in monthly coordination with MCE to identify community needs, elevate partnership opportunities, and support culturally relevant outreach
- Collaborated with Puertas Abiertas to reach low-income Latino families
- Worked with MCE to launch the first Napa Contractors Workshop, bringing together more than 33 contractors to learn about electrification upgrades

Sheila Alvarez, Canal Alliance and Marc Azevedo, Redwood Bikeshare

Sheila Alvarez, Civic Engagement Coordinator at Canal Alliance, and Marc Azevedo with Redwood Bikeshare, are nominated together for their work advancing equitable transportation in San Rafael's Canal neighborhood. In 2026, MCE's partnerships with Canal Alliance and Redwood Bikeshare:

- Helped secure a \$20,000 grant for e-bike planning and safety training
- Established an e-bike share hub
- Distributed free bike-share memberships for Canal residents

Sheila and Marc supported this work through focus groups, community bike rides, outreach, safety training, and resident engagement.

Sheila's leadership connected the bike hub initiative to Canal Alliance's broader Nuestro Futuro, Nuestro Canal neighborhood plan, helping ensure that community voices shaped implementation.

Marc's dedication helped the project prioritize transportation equity by identifying additional grant resources and engaging directly with residents to reduce barriers to participation.

Together, their work has strengthened MCE's relationship with the Canal community and informed future investments, including recruiting 22 residents for transportation focus groups and engaging more than 15 residents in community bike rides.

Fiscal Impacts:

None.

Recommendation:

Select one or more recipients of the 2026 Charles F. McGlashan Advocacy Award. If the Executive Committee prefers to select a single recipient, staff recommend Ryan Melendez and William Doran from Napa County based on their demonstrated alignment with the award criteria and its contributions to MCE's customers and communities.



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 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(DSLC), 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
2024	Concord Chamber of Commerce RCF Connects Andrew Bradley (Program Manager, City of St. Helena)
2025	Kevin Bailey, Constance Slider Pierre, and Adria Tinnin, The Utility Reform Network Maria Albuja-Pavon, North Marin Community Services Habitat for Humanity East Bay/Silicon Valley Richard Fleming, Benicia Community Sustainability Commission



2026 Charles F. McGlashan Advocacy Award Nominations

Executive Committee
Meeting



November 2, 2026

Overview

About the Award

Established in 2011, the award recognizes individuals and organizations that demonstrate passion, dedication, and leadership on behalf of MCE. It also honors Charles F. McGlashan, MCE's founding Chair, and his legacy of environmental leadership.

Past Winners

- **2025:** The Utility Reform Network, Maria Albuja-Pavon of North Marin Community Services, Habitat for Humanity East Bay/Silicon Valley, Richard Fleming of the Benicia Community Sustainability Commission
- **2024:** The Concord Chamber of Commerce, RCF Connects, Andrew Bradley (City of St. Helena)
- **2023:** Chris Benz (Napa Climate Now), Karen Madden (Marin School of Environmental Leadership), Eden Housing



2026 Nominees

Corey Beavers of City of Fairfield

- Strengthened Fairfield's connection to MCE through partnership and coordinated outreach, helping drive one of the highest levels of household enrollment in **MCE's Home Energy Savings Program**.

Michael Cass of City of Martinez

- **Championed MCE's partnership with Martinez** and helped coordinate City approvals for the Boys & Girls Club sustainability mural. Previously supported MCE's expansion into Contra Costa County through work in Lafayette and Concord.

Monument Impact

- Expanded access to MCE programs through **Spanish-language Promotora outreach, connecting more than 2,375** Contra Costa County community members with clean energy and bill-saving information.

Ryan Melendez and William Doran of Napa County

- Expanded access to **42 Napa County energy efficiency projects**, delivering more than \$320,000 in no-cost home upgrades.

Sheila Alvarez of Canal Alliance and Marc Azevedo of Redwood Bikeshare

- Advanced transportation equity in San Rafael's Canal neighborhood, **securing a \$20,000 e-bike share grant**, resident focus groups, community rides, and safety training.

Recommendation

Select one or more recipients of the 2026 Charles F. McGlashan Advocacy Award.

If the Executive Committee prefers to select a single recipient, staff recommend Ryan Melendez and William Doran from Napa County based on their demonstrated alignment with the award criteria and its contributions to MCE's customers and communities.

Presentation

2026 MCE Holiday Party | December 10, 2026

6 – 10pm in Vallejo

Thank you!



mceCleanEnergy.org
engagement@mceCleanEnergy.org



November 2, 2026

TO: MCE Executive Committee

FROM: Justine Parmelee, Vice President of Internal Operations

RE: Proposal to Select eScribe as Board Agenda and Packet Technology Provider (Agenda Item #08)

ATTACHMENT: Meeting Management System Proposal from eScribe, valid through December 31, 2026

Dear Executive Committee Members:

Summary:

Staff recommend the adoption of eScribe as the organization's board agenda management and electronic voting platform. Following an evaluation of governance and meeting management solutions, eScribe was identified as the best overall fit for the organization's operational, governance, and board support needs. The platform provides a comprehensive solution for agenda development, board packet distribution, meeting administration, voting, records management, and board collaboration within a secure and centralized environment.

Implementation of eScribe would modernize the administration of board and committee meetings, improve the board member experience, and reduce the administrative effort currently required to support meeting preparation and action items. Although an operational contract of this size and scope would normally be approved administratively by the Interim CEO, staff are bringing it forward for Executive Committee and Board consideration given the required Board engagement.

Background

The agency currently relies on a combination of manual processes and multiple basic software tools to prepare board and committee agendas, compile meeting materials, distribute board packets, manage revisions, distribute public comment, and document board actions. While these processes have enabled staff to successfully support the Board and its committees, they require significant administrative time, effort, create inefficiencies and may cause unintentional errors.

As MCE has grown and governance requirements have become more complex, staff identified a need for a dedicated board management solution that can provide greater consistency, transparency, and accountability. Based on feedback received during the June 1, 2026 Executive Committee meeting, staff sought a board management solution that would support electronic

voting, provide a centralized repository for public comments, improve agenda navigation, enable document annotation and note-taking, and streamline the preparation, distribution, and publication of meeting materials.

Over the past several months, staff evaluated board governance and meeting management solutions from Granicus, Hyland OnBase Agenda, Open Meeting, Lumi Global, CivicPlus, and eScribe, assessing functionality, usability, implementation requirements, cyber security, support, document management capabilities, and overall value. While several vendors offered strong agenda management features, most were unable to adequately support MCE's unique voting requirements, including weighted voting and vote delegation. eScribe emerged as the preferred solution due to its ability to meet these requirements while also providing a comprehensive platform that consolidates agenda management, meeting administration, electronic voting, minutes management, and records retention into a single, user-friendly system.

Key Features

eScribe provides a single platform for managing Board and committee meetings, including agenda preparation, meeting packet distribution, electronic voting, and public comment. Board members can access meeting materials, annotate documents, review historical records, and vote through a secure portal. Staff would like to highlight the following key features.

a. Electronic voting

Currently, each roll call vote at MCE takes approximately three to four minutes to complete. By enabling simultaneous electronic voting, eScribe could reduce the voting process to approximately 30 seconds to one minute, improving meeting efficiency while maintaining transparency. Under the proposed process, the Clerk would display the motion and open the vote within the platform. Board members marked as present would receive a prompt, allowing them to cast a vote of yes, no, or abstain, after which the results would be automatically tabulated and displayed on the screen and the Clerk would report out the vote results.

The platform supports MCE's existing voting requirements, including weighted voting, multiple vote thresholds, and delegated votes. If a Board member experiences technical difficulties, votes may still be cast verbally and entered into the system by staff, ensuring meetings can proceed without interruption. Staff are confident that the platform's flexibility will continue to support MCE's governance needs if Board composition, voting structures, or procedural requirements evolve over time.

b. Public comment

The platform also allows members of the public to submit comments directly to specific agenda items, making it easier for Board members to review feedback in the proper context. Submitted comments are published and distributed through the platform automatically, eliminating the need for staff to manually post comments to the website and email them out to Board members. This streamlines the public comment process, improves access to information for both the Board and the

public, and provides greater transparency by allowing commenters to quickly verify that their comments have been received and made available for review.

c. Agenda navigation and annotation

The platform provides intuitive agenda navigation for both Board members and the public. In addition to providing a traditional downloadable agenda packet, eScribe allows users to navigate meeting materials by agenda item, making it easier to locate and review documents associated with a specific topic. Board members can annotate and markup documents directly within the platform, with annotations remaining visible only to the individual user. For agenda items that do not have supporting documents, such as Board announcements, the platform provides dedicated note fields where Board members can record comments, questions, or meeting notes for future reference.

Implementation

In their proposal, eScribe outlined a phased implementation of approximately ten weeks, including project kickoff, system configuration, workflow and template development, administrator training, testing, and go-live support. Allowing for contract execution, holiday schedules, and competing organizational priorities, staff anticipate implementation beginning in early 2027, with a targeted go-live date aligned with the March or April 2027 Board meeting cycle.

To support a successful rollout, staff will provide multiple training and support opportunities for Board and committee members, including virtual drop-in sessions during lunch and evening hours, as well as in-person assistance before Board and committee meetings. Staff will also develop user guides and provide one-on-one support as needed during the transition period.

Full Board member participation in training is not required prior to go-live. Board materials will remain publicly accessible without requiring users to log into the platform, ensuring uninterrupted access to meeting information. In addition, should any Board member be unable to access the system during a meeting, votes may continue to be recorded verbally and entered into the platform by staff, allowing implementation to proceed without disrupting meeting operations or governance processes. This flexible approach reduces adoption risk while providing Board members with the opportunity to become comfortable with the platform over time.

Fiscal Impacts:

The first-year cost of \$31,850, which includes an annual subscription cost of \$24,500 and a one-time implementation fee of \$7350, is included in the FYE 2027 budget. Ongoing subscription costs will be incorporated into future operating budgets.

Recommendation:

Recommend to the Board of Directors the selection of eScribe as MCE's board agenda management and electronic voting platform and authorize staff to proceed with contract negotiations and implementation.

MCE

Meeting Management System Proposal

James Coulen

[jcoulén@eScribemeetings.com](mailto:jcoulen@eScribemeetings.com)

416-890-9808

Date: October 8, 2026

Valid Until: December 31, 2026

Situational Analysis

MCE is looking for a meeting management system to help improve efficiencies around their meeting processes, both internally and for public transparency.

Project Goals

Based on our discussions to date, it is understood that MCE is seeking a way to improve meeting management to achieve the following project goals:

- Digitally create and manage public meetings for staff, elected officials and public
- Improve the minute taking process and being able to generate minutes in Word
- Efficiently create and distribute paperless agendas to meeting attendees
- Being able to create staff reports and manage workflows and approvals
- The ability to have electronic voting with multiple vote styles

High Level Timeline

The eScribe implementation plan is formulated with consultation between the Customer Project Team and the eScribe Implementation Consultant upon the finalization of the agreement. Below is a sample implementation schedule and may change depending on the modules selected and Customer's timelines.

Here is an estimated overview of what you can expect during the implementation process:

Kick-Off Call (*Week 1*)

- Review current processes
- Identify current challenges
- Review modules in scope
- Identify project goals
- Review onboarding plan
- Introduce core project team
- Schedule weekly project meetings

Set-Up & Configuration (*Week 2-4*)

- Build meeting templates
- User settings & permissions
- In-scope configurations
- Template sign-off

Administrator Training (*Week 5-9*)

- Training through eScribe Academy (LMS)
- Managing user permissions & templates
- Core agenda & minutes training
- Organizational settings
- Regular coaching in project meetings
- Review customer learning & support resources

Go-Live Prep (*Week 10*)

- Review go-live plan & strategy
- Review adoption best practices
- Monitor adoption process
- Ongoing training through eScribe Academy (LMS)
- Regular coaching in project meetings

Post-Launch Review (*Week 11+*)

- Go-live debrief
- Administrator feedback
- End-user feedback
- Plan for module(s) rollout, if applicable
- Set up regular account review cadence

Available eScribe Modules	
All eScribe Bundles include: • Unlimited Users • Unlimited Meetings • Full Platform Search Functionality • Meeting Type Set Up (amount bundle dependent) • Document Set Up (amount bundle dependent) • Storage (amount bundle dependent)	
Meeting Management	
Unlimited Templates	• Create unlimited, repeatable templates for meetings, motions, and minutes. Use pre-made email templates to speed up communications and ensure they are as efficient as possible.
Minutes	• Collaborate on minutes seamlessly during and after your meetings.
Meetings	• Administrators can look ahead and prepare for future meetings by adding details, motions, supporting documents, etc. in advance.
Agendas	• Quickly create new agendas or revise existing for all of your meeting types.
Motions	• Create unlimited motions within your meetings to support specific meeting goals.
Voting	• Capture physical votes (traditional with capture & tabulation) and use various voting types (majority, $\frac{2}{3}$, $\frac{3}{4}$, $\frac{4}{5}$, and unanimous) and voting options (recorded, secret, or weighted) to quickly tabulate and display results via Public Display.
Tasks	• When you create a task, you have options to delegate the task, set a due date, and set the priority level. Tasks can also be added during meetings.
Reporting	• Use pre-formatted reports to share reporting data for individual meetings. View these reports in-platform or export to Excel and prepare your reports to be submitted for wider circulation or public posting.

Roll Call/Quorum Management	View meeting attendees (both voting and non-voting participants) and mark present and absent statuses. Roll call actions correspond to the meeting state.
Approval Workflows	Set automated approval workflows for meeting packages (documents, agendas, and minutes).
Publishing	Easily publish meeting items to your organization's website via iFrame. No back-end work required!
Advanced Features	
Document Manager	- Providing administrators and staff comprehensive management of all pre-meeting and post-meeting workflow activities - Preparation and approval of reports and items for submission to meetings - Easily manage submission deadlines and notifications to staff, reducing last minute changes to the agenda.
Single Sign-On	Microsoft Entra ID or ADFS
Participant Portal	- Easy agenda access from tablets or computers to be best prepared for meetings - Highlight, make notes, declare conflicts of interest. - Control and enable access confidential documents for participants and administrators.
Livestreaming/Video	
YouTube/Vimeo* Integration	Connect your public facing agendas and YouTube or Vimeo video to enable timestamped agenda items indexed to agendas and minutes.
Live Streaming Plus (Includes Encoder)	Livestream and record all meetings, with automatic timestamping that is indexed to agendas and minutes.
Closed Captioning	Keep everyone in your community informed during the meeting with live closed captioning for all livestreams, including transcripts readily available shortly after the meeting ends.
Additional Modules	

Electronic Voting	Gather votes digitally by sending ballots directly to meeting voters through the eScribe platform. Then, votes are automatically tallied based on the kind of vote, and the results are visible to meeting participants and can be shared on a large display to the public.
Speaker List	Manage a speaker queue for public participants and other meeting participants to speak regarding agenda items. Speaker Lists can also be displayed for all participants via Public Display.
Public Comments (E-Comment)	Receive and publish comments from citizens before, during, and/or after meetings.
Board Manager*	Board Manager lets municipalities, school districts and all public sector entities easily manage and publish their boards' and members' details – in addition to managing vacancies, applications and appointments – through an intuitive, responsive interface.
Services & Support	
- Migration of public facing agendas and minutes - Customer Community Portal - Dedicated Implementation Coordinator and Client Education Specialist - Dedicated Customer Success Manager - eScribe Academy Licenses	
NOTE: Items with the * next to them will add an additional cost (Add-On)	

Why eScribe?

The Leader in Public Meeting Management

Founded in 2006, eScribe was created with a singular focus: to make public meeting management easier for clerks and their communities. Whereas other solutions offer a wide range of functionalities like payment processing, front-end website operations, and more, eScribe is proud to provide a best-in-class, streamlined solution focused solely on optimizing public meetings.

This best-in-class approach to the meeting management category frees eScribe's team of engineers, product designers, and customer success managers to fully optimize the meeting experience for meeting administrators, municipal stakeholders, and, most importantly, community residents.

Serving hundreds of communities of every size across the United States and Canada, eScribe customers consistently rate their experience as reliably easy, convenient, and effective. It's one reason communities choose eScribe again and again, resulting in a category-leading customer retention rate of more than 95%.

All of your meeting items in one secure, digital platform.

Say goodbye to disconnected systems and processes. With eScribe, everything required for your public meetings is easily findable and safeguarded by the latest protocols for cloud-based security.

eScribe streamlines the entire meeting lifecycle, allowing you to easily prepare for, conduct, and follow up on post-meeting items.

Centralized Location for All Records and Resources

Enjoy peace of mind knowing all of your meeting items are in a digital, cloud-based meeting management platform. By providing admins and other users with a designated, centralized location for materials, meeting preparation, and collaboration – including viewing, editing, and approving documents – can occur in real time.

With centralized digital records available for public posting, eScribe can also provide convenient community access to relevant information as required by law. By going

digital with eScribe, citizens and other parties can view meeting agendas, livestreams of meetings, recordings, and minutes in one accessible online portal.

Whether you're posting meeting items to an existing website or going digital for the first time, eScribe has a range of public posting options to ensure your meetings are transparent, accountable, and conformant to the latest accessibility standards.

Security and Compliance

eScribe is committed to keeping your information secure, and we understand the critical importance of data security in the public sector.

That's why our best-in-class security features and capabilities ensure every customer, large or small, benefits from an enterprise-grade security architecture. eScribe offers full control over your data and who can access it. Work confidently and ensure the right people see the right information. Unparalleled security and data protection features like user and permission management give you confidence and control over your organization's most sensitive data.

eScribe's platform operates on Microsoft's industry-leading Azure Cloud infrastructure, which is SOC2 Type 2 and ISO 27001 certified. And eScribe's SSO capabilities ensure a safe and seamless login experience – bolstering security while ensuring meetings start hassle-free.

Own and Control Your Data

Our time-tested approach to privacy and data protection is grounded in our commitment to organizations' ownership of and control over the collection, use, and distribution of their information. We strive to be transparent in our privacy practices, offer you meaningful privacy choices, and responsibly manage the data we store and process. One measure of our commitment to the privacy of customer data is our adoption of the world's first code of practice for cloud privacy, ISO/IEC 27018.

Learn more about privacy [here](#).

Onboarding

While a few vendors have solutions with features to address some of the pain points associated with meetings, features on their own don't necessarily drive benefits.

While features are an important consideration at eScribe, we've learned that the ultimate success of platform implementation is driven more by end user buy in to the improved way of doing things. That is why more projects fail from lack of user adoption than virtually any other reason.

While training end users on proper system use is an important component, there are additional critical factors to consider. To ensure a successful implementation we assign a dedicated team and follow a repeatable framework that has been developed over hundreds of successful implementations spanning customers both large and small.

Your eScribe Success Team

Customer experience is very important to us. We understand it can be daunting to migrate to new software. That is why you will have access to a dedicated team of experienced eScribe professionals supporting you every step of the way, reducing the impact on your internal staff and IT department, and ensuring a successful roll-out, including:

- *Corporate Project Sponsor*
- *Implementation Consultant*
- *Training & Process Workshops*
- *Customer Support*
- *Customer Success Manager*

Project Management

eScribe is a flexible cloud-based platform that can be personalized with the look and feel of an organization while still aligning with “best-practices” and automated processes to assist users before, during and after meetings.

Your Implementation Consultant will guide you through the process of setting up your project for success and long-term satisfaction through the whole organization. Throughout a series of project meetings, you will be led through a tried-and-true process to take your organization from configuration, training, initial go live, and subsequent roll out to the rest of the organization. Your Implementation Consultant

will work with you to build an implementation plan that aligns with your key success criteria and desired timelines.

Configuration

Your Implementation Consultant will work with you to communicate with staff and coordinate the gathering of user, meeting and process information and configuring eScribe for first use, including:

- Project Planning and ongoing Coordination
- User and Permissions Configuration
- Meeting Types Configuration
- Agenda & Minute Templates & Workflow Configuration
- Report & Document Templates & Workflow Configuration
- Live Streaming Configuration
- Internet Publishing Configuration
- Scheduling End User Training
 - Meeting Administrators
 - Site Administrators
 - Staff Contributors
 - Meeting Participants
- Maintaining project documentation and resolving open items

Training & Process Workshops

Approach

eScribe's implementation plan has been established over years of implementing eScribe's services to hundreds of public sector organizations. The process is designed to streamline the process of integrating our services into your day to day operations. Our team of experts will work closely with you to develop a customized plan that meets your specific needs and goals. With a focus on efficiency, cost-effectiveness, and minimal disruption to your daily operations, eScribe's implementation plan is designed to help you achieve success quickly and effectively.

eScribe Academy

eScribe Administrators will have an opportunity to leverage eScribe Academy, our online learning system (LMS) to learn the core fundamentals of eScribe at a self lead

pace. Each session includes quizzes to ensure viewers are understanding the content that they must pass to progress.

New eScribe Administrators will begin their onboarding process by following a standard **Learning Path** that guides you through a list of courses focused on the requirements of creating and managing meetings. This learning path is self-paced, allowing you to complete courses at your own pace with each course's completion time listed. These courses are divided into lessons and milestones, with each course becoming accessible once the previous one is completed. You also have the option to retake any course for added flexibility. Additionally, each course includes Supplemental **Resources** available for download during training. Completed courses will be available for reference as needed

Each eScribe Administrator should have their own unique license for the system as they will receive an eScribe Certificate with their name after training is completed. Certificates can be downloaded and added to their resume and LinkedIn profile! Administrators will be eScribe Certified!

Workshop Sessions

In addition to user training available through eScribe Academy, you will participate in optional one on one workshop sessions with our team of experts. Workshops are usually scheduled in 30-60 minutes increments, with most customers taking advantage of 4-5 hours of workshop time throughout the onboarding process.

These workshop sessions will focus on any specific processes that you may have that require further discussion in order to best align eScribe services to your organization's needs as well as any questions that have risen from practice following the product training.

These sessions are designed to complement the product training through eScribe Academy to ensure that each Customer can use their eScribe system to its fullest potential. It is recommended that to make best use of these workshop sessions, they are scheduled once users have had a chance to practice after training to have a basic understanding of the flow of information throughout the eScribe system.

Train the Trainer

eScribe recommends a “train the trainer” approach to implementation as it allows for a scalable and sustainable adoption roll out within your organization, as there will always be individuals within your organization who are in-house experts to assist others.

By training key champions within the organization to become trainers themselves, you can ensure that knowledge and skills are effectively disseminated throughout the entire organization. This not only saves time and resources in the long run, but also creates a culture of continuous learning and development.

Additionally, train the trainer approach allows you to tailor content and discussions to meet the specific needs and business processes of your organization, ensuring that training content is relevant and applicable to your unique environment.

Furthermore, by empowering internal trainers to become champions with your eScribe roll out, you are fostering a sense of ownership and accountability within the organization.

[Dedicated Go Live Support](#)

In order to ensure that your first meeting gets off to a strong start, your eScribe Implementation Consultant will support you through agenda prep, conducting, and live streaming your first live eScribe meeting to ensure administrative users are comfortable with all aspects of the meeting lifecycle. As you progress closer to your go live targets, your Implementation Consultant will work with you to plan a mock meeting session, as we normally recommend these mock meetings are held to practice the use of the eScribe system, as well as any process changes that are taking place as part of launch.

eScribe Online Resources

[Educational Webinars](#)

The eScribe Customer Education team also leads educational webinars on topics as requested and voted on by customers offering how-to instructions and time-saving tips to help users get the most from eScribe. There is no additional cost for these webinars. Sign up for one or as many as you like.

Customer Community Portal (CCP)

To further empower our customers, the CCP can be used to submit and track support tickets.

Some key features of CCP include:

- **Knowledge Base** – A library of user reference, and help articles
- **FAQ section** – “How-to” guides and technical troubleshooting assistance
- **Announcements** – Including product release notes, promotions, company updates

Realtime Technical Support

We are very proud of our solution, but even prouder of our post sale relationship with our customers.

Our support team is just a few clicks or call away and prides itself on their responsiveness and knowledge of both eScribe and the meeting processes we support.

eScribe customers can access our support in three ways:

1. Customer Community Portal
2. support@escribemeetings.com
3. 1-855-299-0023

Standard support hours are from Monday to Friday, 8:30am to 8pm EST with extended phone support available until 11pm EST excluding statutory holidays. Emergency and extended support are available by request.

Key features of Technical Support include:

- Online access to eScribe’s trouble ticketing portal to log and update service requests, communicate directly with support personnel and access eScribe’s online technical repository.
- Live answering and monitoring of customer tickets during regular support hours.
- Unlimited technical assistance by telephone or electronic mail for designated individuals
- Provide any updates to eScribe software and its documentation automatically at no additional charge.

Customer Success Program

As your implementation of eScribe comes to an end, your Customer Success Manager (CSM) will take center stage working to help your further roll out and adoption of the eScribe services across your organization. Your CSM is your champion, your main point of contact, your advisor, as you continue to leverage eScribe in your day to day lives. Your CSM will schedule regular Account Review calls with you to understand evolving priorities and what we can do to further assist you and your organization.

Whether it's to get updates on future product roadmaps, act as your point of escalation on an issue, or discuss potential process changes, your CSM is there to guide you along the way.

Optional Services

In addition to our core services, customers may require additional services to assist with implementation and user adoption, which are available for an additional fee.

One-on-One Training

For larger end-user groups or in cases where the customer would like to incorporate customized business process training into the curriculum, we offer one-on-one training sessions with a dedicated trainer. One-on-one training can be delivered remotely, or on-site as required.

Legacy Data Migration

In many cases eScribe's robust platform can import legacy meeting information from internal or competitive systems to provide users with a seamless experience. We would be happy to provide a custom statement of work and quotation based on a review of available data and structure.

Pricing

eScribe is pleased to offer, the following annual subscription fees and one-time setup fees to meet the requirements as outlined. eScribe leverages a detailed onboarding approach developed over hundreds of successful customer implementations, allowing us to provide a fixed price, including; activation of the solution on the cloud, customer specific configuration of meeting types, content templates, and initial workflow configuration, administrator, contributor, and participant training, in addition to one on one workshop sessions and go live support for key initial meetings.

Core Bundle with Electronic Voting

eScribe Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eScribe Core Bundle	Annual	\$ 22,000	1	\$ 22,000
eScribe Meeting Manager & Publishing		INCL		
eScribe Speaker List		INCL		
eScribe Electronic Voting	Annual	\$ 2,500	1	\$ 2,500
Forms Authentication		INCL		
Total - Annual Software and Support Fees				\$ 24,500
Implementation Fees		Service Fee	Quantity	Cost
eScribe Core Setup/Training	One time	\$ 7,350	1	\$ 7,350
Meeting Template & Attendee Group Setup		INCL	1	
Implementation Workshops		INCL	6	
User Setup		INCL	25	
eScribe Academy Licenses		INCL	2	
Department Configuration		INCL	1	
Total - One-time Implementation Fees				\$ 7,350

Optional Modules

Optional Modules	Annual	Service Fee
eScribe AI Minutes	\$ 5,000	\$ 1,500
eScribe Vimeo Integration	\$ 3,000	\$ 900
eScribe Document Manager	\$ 5,000	\$ 1,500

Pricing Notes:

- All fees are in \$USD (exclusive of taxes), based on a three (3) year term and are valid for sixty (60) days from the date of this response.
- Implementation fees are for remote support. Onsite personnel can be arranged. Additional travel and living expenses would apply in addition to the Implementation Fees.
- Year 1 Subscription and Implementation Services Fees are invoiced upon commencement of the project.
- Subsequent year(s) Subscription Fees will be due on the anniversary date and will increase from the previous years Subscription Fees by six percent (6%).
- Payment Terms are Net 60 from date of invoice.

Contact

We look forward to the potential of working on this important project with you. Should you have any questions about this proposal, please do not hesitate to reach out.

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