Empowering Our Clean Energy Future

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

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

City Hall Committee Room
955 School Street
Napa, CA 94559
(City of Napa)

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=OTYzWGk4V2ptMFdlVGFScmw3NTlldz09
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.

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 10.15.26 Meeting Minutes

   C.2. Proposed Resolution No. 2026-09: Appointing Chief Financial Officer as Treasurer

   C.3. Proposal to Select eScribe Software USA Inc. as Board Agenda and Packet Technology Provider

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

7. Draft Criteria for Assessing Board Restructuring Options (Discussion/Action)

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

   a. Draft Governance Process Policy GP-1: Board Purpose and Role

   b. Draft Governance Process Policy GP-2: Board Governance Focus and Job Description

   c. Draft Board-Staff Linkage Policy BL-1: Board-CEO Relationship

   d. Draft Board Staff Linkage Policy BL-2: Board-General Counsel Relationship

9. Board & Staff Matters (Discussion)

10. Adjourn

Informational Reports

I.1 Approved Contracts for Energy Update

I.2 Legislative and Regulatory Updates

I.3 Quarterly Treasurer's Report

I.4 Quarterly Marketing and Communications Update

DRAFT

MCE BOARD MEETING MINUTES
Thursday, October 15, 2026
6:30 P.M.

Present:

Liz Alessio, County of Napa and Four Napa Cities/Town (American Canyon, Calistoga, St. Helena, and Yountville)
Stephanie Andre, City of Larkspur
Eli Beckman, Town of Corte Madera
Mark Belotz, Town of Danville
Barbara Coler, Town of Fairfax
Cindy Darling, City of Walnut Creek, Vice Chair
Jill Hoffman, City of Sausalito, joined at 7:20 p.m.
Arlene Kobata, City of Pittsburg
Kevin Jacobs, City of Novato
Maika Llorens Gulati, City of San Rafael
Eduardo Martinez, City of Richmond
John McCormick, City of Lafayette
Aaron Meadows, City of Oakley
Laura Nakamura, City of Concord
Beth Painter, City of Napa
Charles Palmares, City of Vallejo, joined at 6:42 p.m., left at 9:26 p.m.
Max Perrey, City of Mill Valley
Jack Ryan, Alternate, Town of Tiburon
Mary Sackett, County of Marin
Mathew Salter, Alternate, Town of Ross
Shanelle Scales-Preston, County of Contra Costa, Chair
Amanda Szakats, City of Pleasant Hill
Chantel Walker, Town of San Anselmo
Sally Wilkinson, City of Belvedere
Brianne Zorn, City of Martinez

Absent:

Dion Bailey, City of Hercules
Kari Birdseye, City of Benicia
Monica Brown, County of Solano
Devin Murphy, City of Pinole
Patricia Ponce, City of San Pablo
Manveer Sandhu, City of Fairfield
Graham Thiel, Town of Moraga
Sridhar Verose, City of San Ramon
Carolyn Wysinger, City of El Cerrito

DRAFT

Staff & Others:

Jared Blanton, VP of Public Affairs
Karin Bloomer, Leading Resources, Inc.
Jesica Brooks, Lead Board Clerk and Executive Assistant
Alice Havenar-Daughton, VP of Customer Programs
Alcides Hernandez, Director of Rates
Vicken Kasarjian, Interim CEO & COO
Tanya Lomas, Board Clerk
Catalina Murphy, General Counsel
Ashley Muth, Internal Operations Associate
Efren Oxlaj, Manager of Finance
Justine Parmelee, VP of Internal Operations
Mike Rodriguez-Vargas, Internal Operations Coordinator
Enyonam Senyo-Mensah, Manager of Internal Operations
Bill Slaton, Leading Resources, Inc.
Maira Strauss, Chief Financial Officer
Son Tran, Internal Operations Assistant
Jamie Tuckey, Chief Customer Officer

1. **Roll Call**

   (Video 0:00:42)

   Chair Scales-Preston called the regular meeting to order at 6:34 p.m. with quorum established by roll call.

2. **Board Announcements (Discussion)**

   (Video 0:02:41)

   Chair Scales-Preston pulled item 7 to be discussed at a future budget workshop.

   There were comments from Directors Alessio, McCormick, Szakats, Walker, and Coler.

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

   (Video 0:15:00)

   Chair Scales-Preston opened the public comment period and there were no comments.

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

   (Video 0:16:19)

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

   Chair Scales-Preston opened the public comment period and there were no comments.

5. Consent Calendar (Discussion/Action)

(Video 0:17:50)

C.1 Approval of 9.17.26 Meeting Minutes

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Darling/Alessio) to **Approve the Consent Calendar.** Motion carried by unanimous roll call vote. (Absent: Bailey, Birdseye, Brown, Hoffman, Murphy, Ponce, Sandhu, Thiel, Verose, and Wysinger).

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

(Video 0:20:27)

Maíra Strauss, Chief Financial Officer, Alcides Hernandes, Director of Rates, and Efren Oxlaj, Manager of Finance, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there was a comment from member of the public, Ken Strong.

Action: It was M/S/C (Coler/Nakamura)

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 as presented in Table 8 from this staff report.**
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.**

Motion carried by roll call vote. 24- Yeas, 4-Nos, 1-Abstain. (Nos: Jacobs, Martinez, Salter, Wilkinson. Abstain: Hoffman. Absent: Bailey, Birdseye, Brown, Murphy, Ponce, Sandhu, Thiel, Verose, and Wysinger).

7. Equitable Distribution of Customer Program Benefits (Discussion/Action)

This item will be discussed at a future budget workshop.

8. Governance Update (Discussion/Action)

a. Presentation from Leading Resources, Inc on Policy Workplan and Board Size Workplan

(Video 1:08:22)

Karin Bloomer and Bill Slaton of Leading Resources Inc. introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were comments from members of the public, Jody Timms, Robert Miller and Dan Segedin.

Action: It was M/S/C (Coler/Llorens Gulati) **moving forward with options 1-4.**

1. **Status quo: Every party to the JPA has a seat on the Board.**
2. **Delegated Model: Reduce the size of the Board through delegation as allowed under the current JPA.**
3. **Strong Committee Model: Delegate more authority to the ExCom; reduce the frequency of Board meetings.**
4. **Permanently downsized Board: Based on a preferred Board size, determine a process for selecting representatives from each county.**

Motion carried by roll call vote. 27-Yeas, 2-Nos. (Nos: Szakats and Zorn. Absent: Bailey, Birdseye, Brown, Murphy, Ponce, Sandhu, Thiel, Verose, and Wysinger).

b. Proposed Second Amendment to the First Agreement with Leading Resources. Inc

(Video 2:48:11)

Karin Bloomer and Bill Slaton of Leading Resources Inc. introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Painter/Walker) **to Approve the Second Amendment to the First Agreement with Leading Resources, Inc, as present, with a not to exceed amount of $598,085 with the requirement to provide deliverables as directed by the Ad Hoc Governance Committee.**

Motion carried by roll call vote. 27-Yes, 1-No. (No: Jacobs. Absent: Bailey, Birdseye, Brown, Murphy, Palmares, Ponce, Sandhu, Thiel, Verose, and Wysinger).

11. Board & Staff Matters (Discussion)

This item was not discussed.

12. Adjournment

(Video 3:25:00)

Chair Scales-Preston adjourned the meeting at 9:59 p.m. to the next scheduled Board Meeting on November 19, 2026.

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Shanelle Scales-Preston, Chair

Attest:

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Justine Parmelee, Secretary

Empowering Our Clean Energy Future
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November 19, 2026

TO:	MCE Board of Directors
FROM:	Vicken Kasarjian, Interim Chief Executive Officer and Chief Operating Officer
RE:	Proposed Resolution No. 2026-09: Appointing Chief Financial Officer as Treasurer (Agenda Item #05 C.2)
ATTACHMENT:	Resolution 2026-09 Appointing Chief Financial Officer as Treasurer

Dear Board Members:

Summary:

Maira Strauss has been serving as Treasurer since November 21, 2024. Before that, she served as the Deputy Treasurer when Vicken Kasarjian was appointed as Interim Treasurer by your Board in June 2024. Per MCE's Operating Rules and Regulations (Article IV, Section 2 d.), the Treasurer term shall be for one year.

1. **Responsibilities and Duties of Treasurer**

Government Code Section 6505.5 identifies the duties of an agency treasurer:

a. Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.
b. Be responsible, upon their official bond, for the safekeeping and disbursement of all agency or entity money so held by them.
c. Pay, when due, out of money of the agency or entity held by them, all sums payable on outstanding bonds and coupons of the agency or entity.
d. Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.
e. Verify and report in writing on July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money they hold for the agency or entity, the amount of receipts since their last report, and the amount paid out since their last report.

2. **Authority to Appoint Officer**

Government Code Section 6505.6 and Section 4.13.3 of the MCE Joint Powers Agreement provide that MCE may appoint one of its own officers or staff to serve as its Treasurer. Following their

appointment, the officer must contract with a certified public accountant to conduct an annual independent audit pursuant to Government Code Section 6505.

3. **Qualifications of Chief Financial Officer**

MCE Chief Financial Officer and Treasurer, Maíra Strauss, possesses extensive experience that qualifies her to carry out the functions and duties of the Treasurer as described above. Maíra is an accomplished finance professional with over 16 years of progressive experience in financial planning and analysis, strategic finance, accounting, risk management and investment management. Her background spans the non-profit sector in the U.S. and Europe, as well as the for-profit energy industry in South America. During her more than 8 years of dedicated service at MCE, Maíra has overseen the agency's financial operations, including accounting financial planning and analysis, budgeting, financial strategy, treasury, and investment activities. She has managed MCE's investment funds in accordance with Board-approved investment policies and has consistently demonstrated strong financial stewardship, sound judgement, and a commitment to fiscal accountability. Her experience and knowledge of MCE's financial operation make her well qualified to continue serving as Treasurer.

Fiscal Impacts:
None.

Recommendation:
Approve Proposed Resolution No. 2026-09 Appointing MCE's Chief Financial Officer as Treasurer.[1]

[1] This item is an administrative matter as outlined in OR&R Article VI. Action requires a majority vote of the full membership of the Board for a motion to carry.

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY APPOINTING CHIEF FINANCIAL OFFICER AS TREASURER

WHEREAS, Marin Clean Energy (MCE) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

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

WHEREAS, pursuant to Government Code Section 6505.6 and Section 4.13.3 of MCE's Joint Powers Agreement, as amended, dated December 19, 2008 (JPA), MCE may appoint one of its officers or employees to the position of Treasurer, and such person shall comply with the duties and responsibilities of the office or officers as set forth in subdivisions (a) to (e), inclusive, of Government Code Section 6505.5; and

WHEREAS, Maíra Strauss, who currently serves as MCE's Chief Financial Officer and Treasurer, is qualified to serve as Treasurer and can perform the required functions and duties of Treasurer.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Board of Directors, as authorized by Government Code 6505.6 and Section 4.13.3 of the MCE JPA, hereby appoints the Chief Financial Officer, Maíra Strauss, to continue to serve as Treasurer of MCE, effective immediately upon the passage and adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 19th day of November, 2026, by the following vote:

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

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

_____

CHAIR, MCE

Attest:

_____

SECRETARY, MCE

Empowering Our Clean Energy Future
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November 19, 2026

TO:	MCE Board of Directors
FROM:	Justine Parmelee, Vice President of Internal Operations
RE:	Proposal to Select eScribe Software USA Inc. as Board Agenda and Packet Technology Provider (Agenda Item #05 C.3)
ATTACHMENT:	Subscription Agreement with eScribe Software USA Inc.

Dear Board Members:

Summary:
Staff recommend the adoption of eScribe Software USE Inc. ("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 have brought it forward for Executive Committee and Board consideration given the required Board engagement. On November 2, 2026, the Executive Committee unanimously recommended to Board of Directors the selection of eScribe as MCE's board agenda management and electronic voting platform and authorized staff to proceed with contract negotiations and implementation.

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. Comments from the public

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 $7,350, is available in the FYE 2027 budget. Ongoing subscription costs inclusive of a 6% annual escalator will be incorporated into future operating budgets.

Recommendation:
Select eScribe as MCE's board agenda management and electronic voting platform and authorize MCE staff to enter into the proposed Subscription Agreement with eScribe USA Inc.[1]

[1] This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

This Subscription Agreement (the "Agreement") is entered into by and between eScribe Software USA Inc. ("eScribe")("Contractor") and MCE ("Customer") (each a "Party" and collectively, the "Parties"). This Agreement, together with any appendices referenced and attached, govern the Customer's subscription to the eScribe product and is effective as of the last signature date below ("Effective Date").

eScribe Terms and Conditions

1. Overview of eScribe

eScribe's service is a proprietary software application and platform for the purpose of meeting and agenda automation which it makes available as services via the internet. eScribe includes online storage space for storing, retrieving and sharing Customer Content (as defined below). Services under this Agreement may be provided by eScribe USA Inc, and its affiliated entities and wholly owned subsidiaries.

2. Definitions

The terms below have the following meaning:

A. "**Affiliate**" means any entity controlled by, controlling, or under common control with such Party where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

B. **"Customer Content"** shall mean the content, documents, audio and video uploaded or inputted to the Services or created, produced by the Customer during Use of the Services.

C. **"Data Storage"** refers to the online electronic secure storage of all Customer Content during the Use of the Services.

D. **"Documentation"** includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

E. **"Implementation Services"** refers to the configuration, training, and other services set out in Appendix C.

F. **"Legacy Data"** If applicable, refers to the ongoing Data Storage of Customer Content from previous Term(s) as set out in Appendix D.

G. **"Personal Information"** means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Privacy as defined herein.

H. "**Privacy Laws**" means applicable laws and regulations relating to privacy, data protection, or data security.

I. **"Services" or "Software"** means the provision of the software service known as "eScribe", together with any services provided, including the applications for access to the eScribe site, System Upgrades and interfaces made available to the Customer in connection with eScribe.

J. **"Support Services"** shall mean the technical support for the Customer's use of eScribe as made available under eScribe's Support Services set out in Appendix B.

K. **"Taxes"** refers to all present or future sales tax, consumption tax and similar taxes.

L. **"Usage Data**" refers to the data generated automatically through access or use of eScribe, including but not limited to user log-in data, date and time stamps, device details such as browser type and operating system, IP address, feature usage, product settings and configuration, activity records, and associated log data and metadata. For the avoidance of doubt, Usage Data does not include Customer Content.

M. **"Use"** shall mean the ability for the Customer to login with username and password and access the Services via the internet.

N. **"You or Your"** refers to Customer, as defined in the preamble of this Agreement.

3. Operations

3.1 Software, Implementation Services**.** eScribe shall provide the Software, Implementation Services, and the Documentation to the Customer subject to the terms of this Agreement. The Implementation Services will be

provided in a professional, timely, and competent manner. eScribe shall take appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer.

3.2 Availability of Service. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

3.3 Support Services. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3.4 Access. eScribe will provide access to users designated by the Customer. eScribe may deny access to the Service if it has reason to believe that a login or password has been lost, stolen or compromised or is used contrary to the terms of this Agreement or threatens the security of Customer Data, the eScribe Service, or other users. You are solely responsible for all acts or omissions of any person using eScribe through assigned logins or passwords, or integrated access methods like Azure Active Directory. Use of eScribe via Customer logins and passwords, or integrated access

methods is deemed to have been authorized by the Customer. If any of the Customers logins, passwords or access methods are lost, stolen or compromised, the Customer will promptly notify eScribe. Upon receipt of such notice, the affected logins and passwords will be cancelled or suspended as soon as is reasonably practicable, but the Customer remains responsible for any actions prior to our receipt of that notice. Customer may not make available the Service for Use by any third parties.

3.5 Usage Data. eScribe may collect and process Usage Data to (a) provide Services and associated support to Customer; (b) manage and secure its technical infrastructure; (c) develop and improve its products and services; (d) communicate with Customer about your use of the Services and provide recommendations regarding additional offerings; (e) enforce the terms of this Agreement or other contractual terms; (f) prevent abuse and fraud; (g) perform statistical analyses; and (h) for its internal business purposes. eScribe may share Usage Data with its affiliates and third-party service providers for these purposes, or as otherwise required by applicable law.

3.6 Customer Content Retrieval. During the Term of this Agreement, the Customer may retrieve Customer Content from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Content that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4).

3.7 Privacy. eScribe will comply with its obligations under all applicable laws and regulations related to the operation of the Services, including all applicable Privacy Laws.

4. License and Related Terms.

4.1 License Grant. During the Term and subject to You and Your Users' ongoing full compliance with the terms and conditions set forth in this Agreement, eScribe (a) grants Customer, solely for your internal and legitimate purposes, a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the modules of the Service as set forth in your subscription.

4.2 Commitments and Restrictions. Customer and Your Users shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time

share or otherwise commercially exploit or make the Services, the Software or the eScribe Sites available to any third party; (b) modify, copy or create derivative works based on eScribe or the Software; (c) frame or mirror any content forming part of or all of the Services or the eScribe Sites, other than on your own intranets or otherwise for your own internal business purposes as permitted by this Agreement; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the Services, the Software or eScribe Sites, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; (f) use the Services, the Software or the eScribe Sites to provide outsourcing or training services to non-Users; (g) otherwise market the Services, the Software or the eScribe Sites to third parties without eScribe's written permission; (h) access or use the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services or the Software; (i) use the Service for any illegal or unauthorized purposes or beyond the scope of the this Agreement; or (j) breach or attempt to breach the security of any platforms or applications in the Services or the Software.

4.3 Rights to Intellectual Property. eScribe grants no other right or license to any of its or its affiliates' intellectual property to You by implication, estoppel or otherwise. You acknowledge and agree that eScribe or its affiliates (as applicable) owns all right, title, and interest in, to, and under such intellectual property and that you shall not acquire any proprietary rights therein. Any use by You or Your Users of any of such intellectual property and all goodwill and other rights associated therewith shall inure to the benefit of eScribe or its affiliates (as applicable).

4.4 Customer Responsibilities. You are responsible for Your Users' use of the Services. You will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content; (b) ensure that each User has all necessary permissions, consents, approvals, and licenses for and to the Customer Content; and (c) comply with all applicable local, state, federal and foreign laws, or regulations in connection with each User's use of the Services. You shall not transfer or assign Your eScribe account privileges to a third-party without eScribe's prior written consent. Users are authorized to use the Services only for Your legitimate activities. As between You and eScribe, You shall be solely responsible for, and eScribe shall have no responsibility for, monitoring and policing the adherence of Users to all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Customer Content. You acknowledge and agree that eScribe is not responsible or

liable in any way for any Customer Content and has no duty to pre-screen such content. However, eScribe reserves the right to remove Customer Content from the Site at any time, without prior notice, if eScribe in its sole discretion concludes that the Customer Content may violate applicable law.

4.5 Feedback and Improvements. The Customer acknowledges and agrees that eScribe shall own all rights, title, and interest, in and to any improvements to the Services, or any new programs, upgrades, modifications or enhancements to the foregoing, whether developed by eScribe or Customer in connection with rendering the Services to You. In the event that the Customer provides any feedback, ideas, suggestions proposals, refinements or other improvements (collectively, "Feedback"), the Customer hereby irrevocably transfer and assign to eScribe all rights, title, and interest which Customer may have in such Feedback. eScribe shall have the right, but not the obligation, to use any such Feedback to improve any or all parts of its Services or Software and in the event that eScribe does incorporate such Feedback, it shall solely retain all right, title and interest in such Feedback. In the event that such Feedback does not automatically transfer to and vest in eScribe, You hereby grant an exclusive, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to eScribe and its affiliates to use the Feedback for any purpose without notice or restriction.

4.6 Ownership of Customer Content; Disclaimer. As between You and eScribe, You exclusively own all rights, title and interest in and to all Customer Content provided by You to eScribe Sites or under the Services. You acknowledge and agree that eScribe's custodial function is limited to the technical operation and maintenance of the Services and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Customer Content, or any functioning which utilizes the Service.

5 Confidentiality

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), including any intellectual property or proprietary rights, that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be

confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of eScribe shall include provision of the Services, screenshots of eScribe, pricing in proposals and quotes (including line-item and unit pricing), business and marketing materials, technology and technical information, product designs, and business processes. The Customer's Confidential Information shall include the Customer Content. Notwithstanding the foregoing, eScribe may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. eScribe acknowledges that Customer is subject to the California Public Records Act and open meeting laws, and that this Agreement may be presented at a public meeting and disclosed as a public record without breach of this Agreement. If Customer receives a public records request for other eScribe Confidential Information, Customer will notify eScribe as provided under Compelled Disclosure below so that eScribe may seek to protect such information at its own expense.

5.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 5. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, and in no event shall it use less than a reasonable degree of care.

5.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (when practicable, and otherwise prompt notice following such disclosure, in each case to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

6 Pricing and Payment

6.1 Subscription Fees. The first year's Subscription Fees and the Implementation Fees, as described in Appendix A and C, will be invoiced as of the date of this Agreement and will be due according to the terms of the invoice. Subscription Fees for any Renewal Term will be set out in the Parties' written renewal agreement. Customer acknowledges that Subscription Fees for any Renewal Term will increase by not less than six percent (6%) over the previous year's Subscription Fees. eScribe will provide Customer with its proposed Renewal Term pricing at least ninety (90) days before the expiration of the then-current Term.

6.2 Implementation Fees. The Implementation Fees listed in Appendix C are assessed for remote participation by eScribe personnel during the onboarding process. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process,

additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.

6.3 Legacy Data. If Legacy Data fees apply, it will be added to the annual Subscription Fees as set out in Appendix D.

6.4 Overdue Payments. All payments are due thirty (30) days from the date of invoice. Any invoiced amounts (excluding those subject to good faith dispute), not received by eScribe by the due date may accrue, at eScribe's discretion, late charges at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for reasonable attorneys' fees and other reasonable costs of collection in the event of nonpayment by the Due Date.

6.5 Taxes. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.

6.6 Nonpayment and Suspension of Services. If any portion of the Customer invoice is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, eScribe reserves the right to suspend access to the Service, but only if such past due account is not paid within five (5) business days after written notice of eScribe's intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to the Customer and may continue until such amounts are paid in full.

7. Term

7.1 Term of Agreement and Subscription. The term of this Agreement commences on the date of this Agreement for a period of one (1) year (the "Term") and may renew for an additional term of equal length ("Renewal Term") by mutual written agreement between the Parties.

7.2 Early Termination. This Agreement may be terminated by either Party prior to the end of the Subscription Term as follows: (a) If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party, (b) in the event that a Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement at any time thereafter that the breach is continuing by providing written notice to the breaching Party, (c) by either Party for Force Majeure as defined in Section 14.7.

7.3 Termination Fees. If this Agreement is terminated by the Customer, or the Customer downgrades their subscription during the first year of the Term, for any reason other than a material breach of this Agreement on the part of eScribe, the Customer will be liable for the First Year Subscription Fees as invoiced. If the Customer terminates or downgrades their subscription during a Renewal Term for any reason other than material breach, the Customer will remain responsible for 15% for any remaining Subscription Fees due for the Renewal Term.

7.4 Post Termination Obligations. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief. Agreement termination, other than by the Customer in accordance with Section 7.2, shall not relieve You of Your obligation to pay the entire Subscription Fee for the applicable Term and all other applicable fees, if any due for the use of the Services. Following any termination pursuant to Section 7.2, eScribe shall refund to the Customer the prepaid but unused portion of the Subscription Fee for the then- current Subscription Term (prorated based on the number of whole months left in the then- current Term).

7.5 Effect of Termination. Following the termination or expiration of this Agreement, including your Subscription, (a) eScribe will convert Your Account to an inactive status, (b) Customer must immediately cease (and

eScribe can block) Your accessing and using the Services and (c) Customer will retrieve all Customer Content no later than thirty (30) days after termination. After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Content in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

7.6 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 4.3 (Rights to Intellectual Property), 4.5 (Feedback and Improvements), 5 (Confidentiality), 6 (Pricing and Payment) (until all amounts due hereunder are paid in full), 7.4 (Post Termination Obligations), 7.5 (Effect of Termination),7.6 (Surviving Provisions), 8.5 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and 14.3 (Survival).

8. Warranties and Disclaimers. The following representation and warranties are applicable at the execution of this Agreement and during the Term:

8.1 Mutual Warranty. Each Party represents and warrants to the other that it has the legal capacity and right to execute this Agreement; that the signatory has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 Customer Warranty. The Customer warrants the Customer Content will not infringe on any copyright, patent, trade secret or other proprietary, privacy, or other right held by any third party, or violate any applicable law.

8.3 eScribe Warranty of Rights and Performance. eScribe warrants that: (a) it owns or otherwise has sufficient rights in the Software to license Customer to use the Service as stated in this Agreement, and (b) the Service will materially conform to and perform substantially in accordance with the Documentation.

8.4 Remedies for Breach of eScribe Warranty. In the event eScribe breaches Section 8.3 and is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of Your written notification of such non-conformance, Customer shall have the right, as Your sole remedy for such breach, to terminate the Agreement and receive from eScribe the

prepaid but unused portion of the Subscription Fee for the then- current Subscription Term (prorated based on the number of whole months left in the then-current Subscription Term).

8.5 Disclaimer**.** eScribe EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2 G, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

9. Limitation of Liability

In no event shall either Party be liable to the other Party or its personnel for any indirect, incidental, punitive, special, or consequential damages related to use of eScribe, or for any damages for loss of profits, business interruption, harm to any computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if the other Party has been advised of the possibility of such damages. Except as provided herein, eScribe's total cumulative liability for damages, expenses, costs, liability or losses to You or any User arising out of or in connection with use of eScribe or any other matter under this Agreement is capped in the amount equal to Subscription Fees prepaid by You for the annual Term in which the alleged damage or liability occurred.

10. Indemnity

10.1 By eScribe. eScribe will defend and indemnify the Customer and its users against any claim, suit, action or proceeding against it alleging (a) harm originating in willful misconduct of eScribe or (b) that the Software or use of the Services in the manner and for the purposes authorized in this Agreement infringes any third-party patent or copyright. Notwithstanding any limitation of Section 9, and only to the extent of eScribe's applicable insurance coverage, eScribe will defend and indemnify You and Your Users against any claim, suit, action or proceeding against You or Your Users

alleging harm originating in grossly negligent breach of this Agreement by eScribe.

In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

10.2 Procedure. If Customer is seeking indemnification, it must promptly notify eScribe in writing of the indemnifiable claim and provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of the indemnified claim. An indemnifying Party will select counsel for defense of the indemnified claim and direct and control the defense. Provided the indemnifying Party is diligently conducting such defense, the indemnifying Party shall not be liable for any attorney's fees of the indemnified Party. The indemnifying Party must obtain the indemnified Party's written consent to any settlement (said consent not to be unreasonably withheld, conditioned, or delayed), except that no such consent shall be required if the settlement or compromise requires no payment of damages by the indemnified Party and does not admit any liability or determination against the indemnified Party or materially restrict the indemnified Party.

11. Insurance

eScribe will at all times maintain sufficient insurance, appropriate for its industry and Service. At all times during the term of this Agreement, eScribe will maintain insurance coverage at least in line with the coverage and amounts specified in its current Certificate of Insurance.

12. Advertising

Customer agrees that eScribe may use and disclose Customer's name in its marketing material only with prior written approval of the Customer, which will not be unreasonably withheld.

13. Trademarks

Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

14. General Provisions

14.1 Relationship of Parties. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.

14.2 No Third-Party Beneficiaries. This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.

14.3 Entire Agreement. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.

14.4 Ride Along**:** The terms of this Agreement may be extended for use by other parties, including: municipalities, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.

14.5 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

14.6 Partial Invalidity. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement

shall not be affected and shall continue in effect as though such provisions were deleted.

14.7 Force Majeure**.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

14.8 Assignment; Enurement**.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of it rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided however, that eScribe may assign this Agreement without Customer's consent to any Affiliate, provided that the assignee agrees in writing to be bound by all terms and conditions of this Agreement. Furthermore, either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

14.9 Injunctive Relief**.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

14.10 Governing Law**.** If Customer is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose,), this Agreement will be governed by and construed in accordance with the substantive law (not the law of conflicts) of the state in which Customer is located with venue being a court of competent jurisdiction within such state. If Customer is a private or commercial entity, this Agreement will be governed by the laws

of the State of Delaware without reference to the state's conflict law principles, with appropriate courts in Delaware serving as exclusive jurisdiction for all disputes under this Agreement.

14.11 Calendar Days. All references to a day or days in this Agreement mean a calendar day or calendar days.

14.12 Time of the Essence**.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

14.13 Survival**.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

14.14 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

14.15 NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CUSTOMER. CUSTOMER 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 Customer's Joint Powers Agreement, Customer is a public entity separate from its constituent members. Customer shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and nor shall Contractor make any claims, take any actions, or assert any remedies against any of Customer's constituent members in connection with this Agreement.

14.16 DIVERSITY SURVEY. Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, Customer 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 Customer regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this

Agreement upon written request. Contractor agrees to complete and deliver Customer'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 Customer's written request. Because Customer 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 Customer within thirty (30) days of receiving said request, and to otherwise reasonably cooperate with Customer to provide the information described above.

14.17 Notice**.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software USA, Inc.
2001 L Street N.W., Suite 500
PMB 2194, Washington, DC 20036, USA
Attn: Legal
Copy to legal@eScribemeetings.com

Customer Contact Info for Notices:

MCE - Paralegal

contracts@mcecleanenergy.org;

1125 Tamalpais Avenue, San Rafael, CA 94901

The undersigned parties hereby enter into this Agreement,

eScribe Software USA, Inc.	MCE
Signature	Signature
Date	Date
Authorizing Officer, Title	Authorizing Officer, Title

I have the authority to bind the organization.

Appendix A – Annual Subscription Fees

Module	License Type	Fee
eScribe Care Bundle	Annual	Included
eScribe Meeting Manager and Publishing	Annual	Included
eScribe Speaker List	Annual	Included
eScribe Electronic Voting	Annual	Included
Forms Authentication	Annual	Included
Total Annual Subscription and Support Fees		$24,500

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

"Business Hours" means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

"Extended Hours" means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

"Support Contacts" means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

a. Technical assistance by telephone or electronic mail.
b. Receipt and monitoring of calls during Business Hours at eScribe' s support desk.
c. Direct access for Customer Support Contacts to eScribe' s team of support technicians.
d. Provision of any available problem solutions related to the Services
e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.
f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Exclusions:

a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: https://customerportal.eScribemeetings.com

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.

b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;

c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.

d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

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**

LRI Leading Resources INCORPORATED

1930 N Street
Sacramento, CA 95811
TEL 916-325-1190
FAX 916-325-1195
www.leadingresources.com

November 19, 2026

TO:	MCE Board of Directors
FROM:	Leading Resources Inc. (LRI) consultants: Eric Douglas, Karin Bloomer, Bill Slaton
RE:	Draft Criteria for Assessing Board Restructuring Options (Agenda Item #07)
ATTACHMENT:	Draft vision and criteria for assessing Board restructuring options

Dear Board Members:

At MCE's September Board meeting, the Board asked that LRI to assess options for the Board to restructure itself be a) smaller and b) to have more energy-relevant expertise. In October, LRI provided potential alternatives, which the Board refined to four options:

1. The status quo.
2. Delegated model: The current language of the JPA provides the flexibility for MCE to reduce the number of Board members through delegation.
3. A strong committees model.
4. A permanently downsized Board.

As follow-up to this Board direction, we have included in this packet the following item for discussion and possible approval:

A. Draft vision and criteria for assessing Board restructuring options.

Fiscal Impacts:
This work is within the scope of LRI's contract.

Recommendation:
Recommend the Board of Directors approve the draft vision and criteria.[1]

[1] [1] This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

MCE Board Restructuring
Draft vision and criteria for evaluating restructuring options
November 10, 2026

The vision is to create a governance structure for MCE that combines accountability at the highest level to all members of the JPA with a structure that facilitates more agile governance.

MCE's Board wants LRI to recommend options for a governance structure that provides:

1. A means for all members of the JPA to have a voice in major policy decisions.

2. A way for the members to delegate more decisions to a smaller board or committee that may meet in one place on a regular basis, and develop strong, collaborative working relationships.

3. A process for JPA members to select -- and as needed replace or recall -- members of the smaller executive body.

4. Qualifications for membership of the smaller executive body, including expertise relevant to MCE.

5. Clarity about decision-making authority.

6. Clarity about the authority to form committees (and limits on that authority).

7. Clarity about the process of monitoring the performance of MCE and of its governance structure and system.

8. A relatively easy and achievable path to implementation.

LRI Leading Resources INCORPORATED

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November 19, 2026

TO:	MCE Board of Directors
FROM:	Leading Resources Inc. (LRI) consultants: Eric Douglas, Karin Bloomer, Bill Slaton
RE:	Policy Review with Leading Resources, Inc. (Agenda Item #08)
ATTACHMENTS:	A. Draft Governance Process Policy GP-1: Board Purpose and Role B. Draft Governance Process Policy GP-2: Board Governance Focus and Job Description C. Draft Board-Staff Linkage Policy BL-1: Board-CEO Relationship D. Draft Board-Staff Linkage Policy BL-2: Board-General Counsel Relationship E. Informational Memo from MCE Legal on Policy Review with Leading Resources Inc.

Dear Board Members:

At MCE's September Board meeting, the Board voted to pursue development of LRI's recommended governance framework. In October, LRI provided the list of Board governance policies that LRI will develop in coordination with the governance ad hoc and MCE management.

As follow-up to this Board direction, we have included in this packet the following items for discussion and possible approval. These drafts have been developed in coordination with MCE's General Counsel, interim CEO, and outside governance counsel.

A. Draft Governance Process Policy GP-1: Board Purpose and Role
   - This policy defines the purpose and major roles the MCE Board plays. It draws on language in the JPA and MCE's Operating Rules and Regulations (OR&Rs).

B. Draft Governance Process Policy GP-2: Board Governance Focus and Job Description
   - This policy defines the focus of the Board and the framework of policies that the Board is responsible for developing and monitoring.
   - Sections "a" through "e" are drawn from best practices of policy governance boards.
   - Section "f" is drawn from MCE's OR&Rs.

C. Draft Board-Staff Linkage Policy BL-1: Board-CEO Relationship
   - This policy is drawn from best practices of policy governance boards.
   - The second paragraph is a change from current MCE Board policy, which says that the Executive Committee evaluates the CEO.
   - Section "g" is a change from current MCE Board policy, which says the CEO must consult with the Executive Committee on the hiring of all employees.

D. Draft Board-Staff Linkage Policy BL-2: Board-General Counsel Relationship
   - This policy is drawn from best practices of policy governance boards.
   - The third paragraph is a change from current MCE Board policy, which says that the Executive Committee evaluates the General Counsel.
   - A separate BL policy is under development that will define the CEO-General Counsel Relationship.

Fiscal Impacts:
This work is within the scope of LRI's contract.

Recommendation:
Recommend the Board of Directors provide "provisional approval" or request revisions to these four draft policies.

"Provisional approval" means that the Board approves the language of the policy; the policy itself will not take effect until the Board votes to implement the set of new governance policies. [1]

[1] [1] This item is a general administrative matter. Action requires a majority vote of board members present for a motion to carry.

Draft 11 10 26

MCE BOARD POLICY

Category: Governance Process
Policy No.: GP-1
Title: Board Purpose and Role

The Board of Directors is the governing body of Marin Clean Energy (MCE). The Board operates under the provisions of the Joint Exercise of Powers Act, the Marin Energy Authority Joint Powers Agreement (JPA), the Board's Operating Rules and Regulations, the Brown Act, Public Records Act, and all other applicable statutes and laws.

The purpose of MCE is to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs. While members of Board are appointed by the member communities of MCE, the Board shall act in the best interest of MCE in furtherance of the purpose set forth in the JPA. The members of the Board are responsible for working together and seeking compromise to make full use of and benefit from the experience, insight, and expertise of all members.

Board Members will cultivate a culture of mutual respect, collaboration, and collegiality.

The role of the Board includes:

a. Set the mission, vision, and strategic direction for MCE.

b. Monitor and measure the results achieved by MCE against the strategic direction set by the Board.

c. Review, approve, and amend MCE's budget.

d. Determine the delegations to the CEO to conduct the operations of MCE.

e. Determine the scope and delegations to the Executive Committee and establish and determine the scope and delegations of other Committees of the Board.

f. Hire, evaluate, and when necessary, discharge the CEO and General Counsel

g. Appoint and replace Officers of the Board consistent with the Operating Rules and Regulations

h. Make other decisions as required by law, the JPA, and the Board's Operating Rules and Regulations.

Monitoring Method: Board Report
Frequency: Annual
Version Record:

MCE BOARD POLICY

Category: Governance Process
Policy No.: GP-2
Title: Board Governance Focus and Board Member Job Description

MCE's Board will govern in such manner as to deliver on MCE's mission and vision and consistent with the Board's purpose and role as set forth in GP-1.

Specifically:

a. The Board shall provide organizational leadership by establishing MCE's mission, vision, and strategic direction, as well as written governing policies. The Board's policy focus will be on MCE's impact and outcomes, not on the operational, administrative or programmatic means of achieving those outcomes.

b. The Board shall produce and maintain written policies that ensure high quality of governance and clear roles in decision-making between the Board and staff, specifically:

    i. Governance Process (GP) policies that define the role of the Board and its governance responsibilities.

    ii. Board-Staff Linkage (BL) policies that define the relationship between the Board and the CEO (and other direct reports to the Board), along with the expectations of them and delegations to them.

    iii. Strategic Direction (SD) policies that define the outcomes and results the Board wants MCE to achieve.

c. The Board shall ensure continual Board development that includes orientation of new Board members in the Board's governance policies and processes, periodic re-orientation of existing Board members, effective onboarding of new Board members, and regular Board discussion of governance process improvement.

d. The Board shall discuss and evaluate its performance regularly – and no less often than annually. Self-monitoring will include comparison of Board activities and discipline to policies adopted by the Board. It will be up to the Board Chair to determine the appropriate manner of this feedback and evaluation.

e. The Board may take appropriate actions in the event a Board member violates one of the Board's policies. Prior to the Board taking progressive enforcement actions under this section, the Chair in consultation with the CEO and General Counsel is encouraged to identify the exact violations at issue and actively engage in informal coaching or mediation. Any enforcement by the Board shall be progressive and may include:

    i. Notice of non-compliance;
    ii. A corrective action plan with remediation period;
    iii. Board censure or a Board recommendation to the relevant entity that a replacement be selected.

f. As set forth in the Operating Rules and Regulations, a Board Member may be removed by the Board for cause.

   i. Cause shall be defined for the purposes of this section as follows:
      - Unexcused absences by the member or their alternate from three consecutive Board or Committee meetings;
      - Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information or documents provided to the Board Member on a confidential basis and whose public disclosure may be harmful to the interests of MCE.

   ii. Written notice shall be provided to the Board Member proposed for removal and the governing body that appointed such Board Member at least thirty days prior to the meeting at which the proposed removal will be considered by the Board. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled hearing on the removal. The Board Member proposed for removal shall be given an opportunity to be heard at the removal hearing and to submit any supporting oral or written evidence. A Board Member shall not be removed for cause from the Board unless two-thirds of all Board Members (excluding the Board Member subject to removal) vote in favor of the removal.

Monitoring Method: Board Report
Frequency: Annual
Version Record:

Draft 11 10 26

MCE BOARD POLICY

Category: Board-Staff Linkage
Policy No.: BL-1
Title: Board-CEO Relationship

The CEO oversees the operations of MCE. The CEO reports to the Board of Directors.

The Board of Directors is ultimately responsible for hiring and terminating the CEO. The Board is responsible for evaluating the CEO's performance. The Board shall solicit the input of Board Members and others it deems appropriate in evaluating the performance of the CEO.

The CEO shall:

a) Manage all operations and business affairs of MCE.

b) Achieve the results established by the Board in its strategic direction policies.

c) Report to the Board operational, reputational, and financial, or other issues that impact the Board's policies and the agency and request appropriate action.

d) Establish the administrative and operational direction, policies, and procedures for MCE and its personnel necessary to achieve the Board's policies.

e) Prepare and submit to the Board for approval each year a budget consistent with the Board's policies.

f) Enforce relevant ordinances.

g) Hire all employees except the General Counsel. Terminate all employees except the General Counsel.

h) Participate in meetings of the Board (inclusive of applicable Committee meetings) and report on the general affairs of MCE, and keep the Board advised as to the needs of MCE.

i) Establish and enforce a code of conduct applicable to all employees, which provides clear guidelines for ethical standards and conduct.

j) Ensure the smooth continuous operation of MCE in the event of the planned or unplanned absence of the CEO.

Monitoring Method: Board Report
Frequency: Annual
Version Record:

Draft 11 10 26

MCE BOARD POLICY

Category: Board-Staff Linkage
Policy No.: BL-2
Title: Board-General Counsel Relationship

The General Counsel provides legal counsel to MCE. The General Counsel reports to the Board of Directors.

The Board of Directors is ultimately responsible for hiring and terminating the General Counsel. As a general practice, the Board and the CEO shall participate jointly in hiring and terminating the General Counsel.

The Board is responsible for evaluating the General Counsel's performance. The Board shall solicit the input of Board Members, CEO, and others it deems appropriate in evaluating the performance of the General Counsel. Pursuant to the California Rules of Professional Conduct governing attorneys, MCE the entity is the General Counsel's client and not individual Board members or the CEO.

With respect to the Board, the General Counsel shall:

a) Provide legal advice or opinion to the Board or any applicable Committee as necessary.

b) Inform the Board of material legal issues impacting MCE.

c) When required under the California Rules of Professional Conduct, act independently of the CEO.

d) Assist individual Board members with regard to analyzing and addressing conflict-of-interest issues and ethical matters.

e) Assist the Board in complying with applicable statutes and laws.

Monitoring Method: Board Report
Frequency: Annual
Version Record:

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November 19, 2026

TO:	MCE Board of Directors
FROM:	MCE Legal
RE:	Informational Memo from MCE Legal on Policy Review with Leading Resources Inc.
ATTACHMENT:	Resolution 2026-06: Delegating Authority of Setting Compensation, Tenure, Appointment, and Conditions of Employment to the Executive Committee and the Chief Executive Officer

Dear Board Members:

Summary:
This memo is to provide your Board with details regarding the process of approving the policies and identify any known changes to existing policy.

Two Step Approval Process Before Polices Go Into Effect

MCE's governance consultant, Leading Resources, Inc. (LRI) has provided your Board with a workplan to bring to the Board over the course of approximately a dozen Board meetings, new policies addressing various governance matters. Additionally, MCE has existing governing documents, such as MCE's Joint Powers Agreement, Operating Rules and Regulations (OR&R), and numerous approved policies. The proposed approach intends to embed the new policies into MCE's OR&Rs so that MCE's governing policies exist in one place, creating ease of access for Board Members, staff, and members of the public. Embedding these policies into the OR&R will require an amendment to the OR&R, which takes multiple meetings, therefore, these policies are intended to be approved in a two-step manner.

Step One – Provisional Approval: First, LRI will provide individual proposed policies to your Board for provisional approval. Thes policies follow the framework your Board has approved (*governance, board-staff linkage, and strategic direction policies*) and will have gone through review with staff, legal counsel, and the Ad Hoc Governance Committee before coming to your Board for provisional approval. As indicated in LRI's workplan, the individual policies will be brought to your Board for consideration and initial approval at a series of meetings between November 2026 and November 2027. Depending on the extent of Board feedback, the Board may need more than one meeting to decide to provisionally approve each individually proposed policy.

Unless otherwise noted in a specific policy, the policies that have been approved in Step One will not take effect until the final policy package is approved at the completion of the governance process, as described below in Step Two.

Step Two – Full Set of Policies Approval as Amendment to the OR&R: Second, after your Board has completed the provisional approval of all the individual policies provided by LRI, your Board will be provided the full set of policies as integrated within MCE's OR&R, which will be presented as an amendment to the OR&R. This second step is critical as it will (i) contain any necessary, hopefully small, adjustments to individual policies now that the full set of provisional policies have been prepared (this includes any cross-references that need to be updated, removal of overlapping or inconsistent language, etc.); (ii) recission of any resolutions or other policies that will no longer be in effect because of the full set of policies; and (iii) the final framework of the OR&R, indicating the date all policies are in effect and how such policies within the OR&R can be amended going forward.

At the November 19, 2026 Board Meeting, your Board will be reviewing four proposed policies from LRI as part of MCE's governance assessment implementation process. These four policies are being presented as part of Step One, which is provisional approval.

Changes to Existing Policy If Approved:

Policies BL-1(Board-CEO Relationship) and BL-2 (Board-General Counsel Relationship), if provisionally approved, would change existing policy. The Board is permitted to make such a change and Legal has identified what additional actions will need to occur in Step Two and how the Board will continue to operate until completion of Step Two.

Existing Policy:

Existing policy under Resolution 2026-06, which was approved in July 2026, delegated the evaluations of the CEO and General Counsel to the Executive Committee. Additionally, under this Resolution, the CEO has the authority to appoint staff (as well as set all compensation and employment conditions) other than the General Counsel, in consultation with the Executive Committee.

Proposed Policy in BL1 and BL-2:

BL-1 and BL-2, as drafted and provided to your Board for this November 19, 2026 meeting, would make the Board responsible for conducting the evaluation of the CEO and General Counsel. Additionally, BL-1 in section a. vii., provides the CEO with the authority to hire and terminate all employees, except the General Counsel, without the need to consult the Executive Committee.

If your Board provisionally approves policies BL-1 and BL-2 as presented, as part of Step Two, Resolution 2026-06 will need to be rescinded, in whole or in part, as it will be in direct conflict with BL-1 and BL-2. As outlined in the 2-step process above, approval of BL-1 and BL-2 will only be provisional approval, meaning the policies will not be in effect until Step Two described above is completed. Step Two will include providing your Board with recission of Resolution 2026-06 for consideration.

Unless it directs otherwise, the Board, in the interim, will continue to follow Resolution 2026-06 as existing policy until the OR&R with the full set of policies is approved at the end of the governance process. Therefore, any evaluations of the CEO and General Counsel will continue to follow Resolution 2026-06.

Fiscal Impacts:
None.

Recommendation:
Information only.

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RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY DELEGATING AUTHORITY OF SETTING COMPENSATION, TENURE, APPOINTMENT AND CONDITIONS OF EMPLOYMENT TO THE EXECUTIVE COMMITTEE AND THE CHIEF EXECUTIVE OFFICER

WHEREAS, Marin Clean Energy (MCE) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

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

WHEREAS, consistent with Government Code Section 25300, the Board has the authority to prescribe the compensation of all MCE officers and provide for the number, compensation, tenure, appointment and conditions of employment of MCE employees;

WHEREAS, in Resolution 2018-09, the Board of Directors delegated to the CEO or his or her designee authority, among other things, to provide for the number, compensation, tenure, appointment and conditions of employment MCE employees;

WHEREAS, in Resolution 2018-09, the Board of Directors also delegated to the Executive Committee the authority to provide for the number, compensation, tenure, appointment and conditions of employment of the CEO;

WHEREAS, the Board of Directors seeks to improve and streamline employment matters of MCE through its delegation of authority.

WHEREAS, the Board of Directors also wishes to clarify the relationship of the General Counsel to the Board;

WHEREAS, the Board of Directors intends that this Resolution No. 2026-06 rescind and replace Resolution 2018-09;

WHEREAS, the Board of Directors, by this delegation of authority to prescribe the compensation of all MCE officers and provide for the number, compensation, tenure, appointment and conditions of employment of MCE employees as described herein, shall

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not be divested of any such authority, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of MCE does hereby resolve, determine, and order as follows:

Section 1. Resolution 2018-09 is hereby rescinded.

Section 2. The Board hereby delegates to MCE's Chief Executive Officer (CEO) or her or his designee, in consultation with the Executive Committee, the authority to prescribe the compensation of all MCE officers, other than the CEO and the General Counsel, and provide for the number, compensation, tenure, appointment and conditions of employment of MCE employees other than the CEO and the General Counsel, provided that such prescription and provision be consistent with the Board-approved budget.

Section 3. The Board hereby delegates to the Executive Committee the authority to prescribe the compensation of MCE's CEO and General Counsel and provide for the compensation, tenure, and conditions of employment of the CEO and General Counsel, provided that such prescription and provision be consistent with the Board-approved budget, and that the Executive Committee timely report out such prescriptions to the MCE Board. For the avoidance of doubt, the MCE Board retains the authority to hire the CEO and General Counsel, subject to MCE's Operating Rules and Regulations.

Section 4. Because the General Counsel's client is MCE, the General Counsel shall report directly to the MCE Board, as MCE's highest governing authority, provided that this resolution does not alter the General Counsel's obligations under the California Rules of Professional Conduct.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 16th day of July, 2026, by the following vote:

	AYES	**NOES**	**ABSTAIN**	**ABSENT**
County of Marin	X			
County of Contra Costa	X			
County of Napa	X			
County of Solano				X
City of American Canyon	X			
City of Belvedere	X			
City of Benicia	X			
City of Calistoga	X			
City of Concord	X			
Town of Corte Madera				X
Town of Danville	X			

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City of El Cerrito				X
Town of Fairfax	X			
City of Fairfield				X
City of Hercules	X			
City of Lafayette	X			
City of Larkspur	X			
City of Martinez	X			
City of Mill Valley				X
Town of Moraga				X
City of Napa				X
City of Novato	X			
City of Oakley	X			
City of Pinole				X
City of Pittsburg	X			
City of Pleasant Hill	X			
City of San Ramon	X			
City of Richmond	X			
Town of Ross				X
Town of San Anselmo	X			
City of San Pablo				X
City of San Rafael				X
City of Sausalito				X
City of St. Helena	X			
Town of Tiburon	X			
City of Vallejo				X
City of Walnut Creek	X			
Town of Yountville	X			

Signed by:

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CHAIR, MCE

Attest:

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Signed by:
Justine Parmelee
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SECRETARY, MCE

Empowering Our Clean Energy Future
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November 19, 2026

TO: MCE Board of Directors
FROM: Bill Pascoe, Senior Power Procurement Manager
RE: Approved Contracts for Energy Update (Agenda Item #I.1)

Dear MCE Board Members:

Summary:
This report summarizes contracts for energy procurements entered into by the Chief Executive Officer or their delegate and, if applicable, the Chair of the Technical Committee, since the last report was prepared for the regular Board meeting in October 2026. This summary is provided to your Board for information purposes only and no action is needed.

Review of Procurement Authorities:

In November 2020, your Board adopted Resolution 2020-04 which included the following provisions:

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

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

The CEO is required to report all such contracts and agreements to the MCE Board of Directors on a timely basis.

Item Number	Month of Execution	Purpose	Average Annual Contract Amount	Contract Term	Date of consultation with IAC (if applicable)
1	September 2026	Purchase of Resource Adequacy	$34,000	1 Year or less	N/A
2	October 2026	Sale of Carbon Free Energy	$212,500	1 Year or less	N/A

3	October 2026	Amendment for Sale of Carbon Free Energy	$50,000	1 Year or less	N/A
4	October 2026	Amendment to Convert Type of Resource Adequacy	$90,800	1 Year or less	10/8/2026
5	October 2026	Purchase of Resource Adequacy	$890,500	1 Year or less	N/A
6	October 2026	Purchase of Resource Adequacy	$153,750	1 Year or less	N/A

Contract Approval Process:

Energy procurement is governed by MCE's Energy Risk Management Policy as well as Board Resolutions 2020-04 and 2026-01. The Energy Risk Management Policy (Policy) has been developed to help ensure that MCE achieves its mission and adheres to its procurement policies established by the MCE Board of Directors (Board), power supply and related contract commitments, good utility practice, and all applicable laws and regulations.

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

After evaluation and as part of the overall approval process, an approval matrix is implemented whereby the draft contract is routed to key MCE departments and consultants for review, input, and approval. Typically, contracts are routed for commercial, technical, legal, and financial approval, and are then typically routed through the Chief Operating Officer for approval prior to execution. The table below lists the MCE departments and consultants (and examples of relevant staff) assigned to review and approve, before the contract is forwarded to the next stage of review.

Review Owner	**Review Category**
Kaladhar Bollampalli (MCE, Director of Power Systems and Analytics)	Procurement/Commercial
John Dalessi (Pacific Energy Advisors)	Technical Review
Steve Hall (Hall Energy Law)	Legal
Nathaniel Malcolm (MCE, Senior Commercial Counsel)	Legal (Process & CPUC Compliance)
Maira Strauss (MCE, Chief Financial Officer)	Credit/Financial
Vicken Kasarjian (Interim CEO and COO)	Executive

Pursuant to Resolution 2020-04, contracts for terms of less than or equal to 12 months can be approved and executed by the CEO.

Pursuant to Resolution 2020-04 and Resolution 2026-01, MCE consults with the Interim Advisory Committee (IAC) regarding potential contracts for terms of 1-5 years. After consultation with the Interim Advisory Committee, the CEO and Technical Committee Chair are jointly authorized to approve and execute the agreement.

Fiscal Impacts:
Expenses and revenue associated with these Contracts and Agreements that are expected to occur during FYE 2027 are within the FYE 2027 Operating Fund Budget. Expenses and revenue associated with future years will be incorporated into budget planning as appropriate.

Recommendation:
Information only.

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November 19, 2026

TO:	MCE Board of Directors
FROM:	Sabrinna Soldavini, Vice President of Policy
RE:	Legislative and Regulatory Updates (Agenda Item #I.2)
ATTACHMENT:	Regulatory Filings

Dear Board Members:

Summary:
Below is a summary of the key activities at the state and federal legislatures and the California Public Utilities Commission (CPUC), California Energy Commission (CEC), and the California Independent System Operator (CAISO) impacting Community Choice Aggregation (CCA) and MCE.

I. California Public Utilities Commission (CPUC)

a. Resource Adequacy (RA) Proceeding

The RA proceeding aims to ensure the reliability of California's electricity supply by requiring all load serving entities (LSEs), including MCE, to procure sufficient capacity resources to meet their load plus a Planning Reserve Margin (PRM). Rulemaking (R).25-10-003 was opened by the CPUC to continue to refine the program and adopt future requirements.

The PRM for 2026-2027 is set to 18% of an LSE's monthly RA requirement. On November 2, 2026, In Track 2 of the RA proceeding, the CPUC and other stakeholders submitted their 2028 Loss of Load Expectation (LOLE) studies and propose 2028 Planning Reserve Margins (PRMs). After considering the proposed PRMs, the CPUC will adopt final 2028 PRM values, which will impact MCE's future RA procurement obligations.

The CPUC's Energy Division proposed a two-season PRM framework, with a PRM of 16% for May–September and 14% for October–April. This perceived reduction in the PRM values is primarily a result of new RA accreditation methods under the Unforced Capacity framework (to be implemented in 2028), which are expected to reduce the capacity accredited for firm energy resources and storage.

MCE worked closely with CalCCA to submit an alternative LOLE study proposal highlighting the value of focusing on cost-effectiveness while still achieving a reliable grid.

CalCCA's study proposes monthly PRM values ranging from 10% to 15% for June–October and 4% to 27% for November–May. Preliminary analysis suggests that CalCCA's proposed PRM values would reduce MCE's RA procurement costs relative to the PRM values proposed by Energy Division. Southern California Edison and American Clean Power–California also submitted PRM proposals or comments on future LOLE study inputs and assumptions.

MCE is working with CalCCA to draft opening comments on the LOLE studies and PRM proposals, to be filed by November 20, 2026. Reply comments will be due by December 11, 2026. comments with CalCCA Comments on the LOLE studies and PRM proposals are due November 20, Parties will file their final LOLE results by November 2, with a following formal comment period. After the comment period ends in December, the CPUC will finalize and adopt the 2028-2029 PRM requirements.

Fiscal Impacts: There is no direct fiscal impact on MCE at this time. However, once adopted, the new PRM requirements could directly impact MCE's procurement costs for 2028 and beyond.

b. Power Charge Indifference Adjustment (PCIA)

In February 2025, the CPUC issued an Order Instituting Rulemaking (OIR) to update Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) policies and processes. Per law, the CPUC is required to ensure "indifference" and prevent cost shifts between bundled and unbundled customers. This entails the Investor-Owned Utilities (IOUs), such as Pacific Gas & Electric (PG&E) recovering electricity costs from CCA customers that were incurred on their behalf before they departed PG&E service and reducing those costs by the value of benefits that remain with PG&E customers. To facilitate this process, the Commission established the PCIA, a charge paid by all customers on the PG&E side of the bill.

In this proceeding, the CPUC is evaluating potential changes to the methodology of calculating the PCIA through three tracks.

Track 1

A decision in Track 1 of the proceeding was voted out by the Commission in 2025 that changed the calculation of the RA Market Price Benchmark (MPB), one of the inputs to the PCIA calculation, and allowed the IOUs to apply this change to rates retroactively. CalCCA filed an Application for Rehearing (AfR) followed by a Petition for Writ of Review (Petition) on the Track 1 Decision with the Court of Appeal, Third Appellate District in December of 2025. The Petition argues that the CPUC acted illegally by approving retroactive application of the methodology and did so by relying on insufficient evidence.

CalCCA's Petition was summarily rejected in June 2026. In July 2026, CalCCA filed its Petition for review with the Supreme Court of California, which was granted in late September. Now that the Supreme Court has granted CalCCA's petition, the case will go back to the Court of Appeal, Third Appellate District, to be heard. CalCCA is awaiting direction from the Appeals court, and MCE staff will provide updates as they become available.

Track 2
Track 2 of the PCIA proceeding considered the valuation of pre-2019 banked Renewable Energy Certificates (RECs). In September, the CPUC approved a Decision in Track 2, affirming the Commission's ruling from prior ERRA Forecast cases, allowing the IOUs to value pre-2019 banked RECs at zero.

In October 2026, CalCCA filed an AfR on the Track 2 Decision. The AfR argues that rehearing of the Decision must be granted as the Commission did not satisfy indifference requirements for a portion of unbundled customers. The AfR also argues that the Commission did not provide adequate evidence for its findings and legal conclusions, including its finding that CalCCA should have raised this issue in the past despite the Commission itself finding the issue of banked RECs as unresolved in multiple cases.

Track 3
In August 2026, the CPUC issued a Scoping Ruling in Track 3 of this proceeding outlining the remaining PCIA issues to be considered in this proceeding. The Scoping Ruling proposes to break Track 3 into three phases: Track 3A, Track 3B, and Track 4.[1]

Track 3A will begin in Q4 2026, and the schedule for Track 3B is expected to be issued later this year, with the majority of procedural issues to be addressed throughout 2027.

Prior to the start of Track 3, the Commission has ordered the Joint IOUs, CalCCA, and any other interested parties to engage in a Meet and Confer process to discuss each party's data needs and file a report with the Commission regarding the conclusion of the process at the end of October 2026. MCE and CalCCA have engaged in this process with the Joint IOUs throughout September and October to discuss the data that is necessary for the CCAs to equitably and adequately analyze the impact of potential proposals for changes to the PCIA and finalize the data requests from all parties.

MCE staff will continue to actively engage in this proceeding and provide updates as they become available.

Fiscal Impacts: There are no immediate fiscal impacts to MCE. The PCIA is a charge on the PG&E side of the bill, but changes to the PCIA impact MCE customers' overall bills and MCE's rate competitiveness.

[1] For descriptions of the issues under each track, see MCE Board of Directors Meeting Packet, September 17, 2026. https://mcecleanenergy.org/wp-content/uploads/2026/09/MCE-Board-Meeting-Packet-September-2026.pdf.

c. Integrated Resources Planning (IRP)

The Integrated Resources Planning (IRP) proceeding is an "umbrella" procurement planning proceeding overseen by the CPUC to ensure the state has a safe, reliable, and cost-effective electric supply.

2027-2028 Transmission Planning Process (TPP) portfolio
In August 2026, the Commission issued a Ruling seeking comments on recommended electricity resource portfolios for use in the California Independent System Operator's (CAISO's) 2027-2028 TPP, as well as input on a proposal to procure geographically targeted energy storage in response to a cancelled transmission upgrade. Commission staff updated modeling assumptions to reflect newer information that changes near-term availability of certain wind and geothermal resources, particularly out-of-state wind, which increases reliance on solar and storage in the near term.

The Commission also recommends revising the intermediate greenhouse gas (GHG) targets from 30 million metric ton (MMT) by 2030 and 25 MMT by 2035 to 38 MMT and 30 MMT, respectively, while maintaining the 8 MMT target for 2045.

CalCCA filed Reply Comments in October 2026 restating its arguments made in the Opening Comments and responding to Comments filed by other parties. CalCCA recommended that the Commission: (1) Differentiate load forecast scenarios by their intended use - a base case scenario that uses the 2025 IEPR forecast that reflects realistic load growth assumptions and a sensitivity scenario that uses the 2024 IEPR forecast to identify least-regrets solutions; (2) develop portfolios that prioritize "least-regrets" transmission solutions that remain useful as load and resource assumptions change to address concerns from CAISO and SCE about delayed infrastructure development and unintended consequences; and (3) refrain from adopting location-specific procurement requirements for the Western LA Basin until the CPUC and CAISO have sufficiently evaluated the full range of feasible and cost-effective wires and non-wires alternatives, as recommended by the California Public Advocates Office, PG&E, Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E).

Fiscal Impacts: There are no immediate fiscal impacts to MCE.

d. High Distributed Energy Resources (DERs) Future

The High DER Future proceeding aims to prepare the grid for a high number of DER connections to the distribution-level grid. The proceeding includes three tracks, with two phases each for Tracks 1 and 3: (1) Distribution Planning and Execution Process (DPEP) and Data Improvements; (2) Distribution System Operator (DSO) Roles and Responsibilities; and (3) Smart Inverter Operationalization (SIO) and Grid Modernization Planning.

Track 2 focuses on the roles and responsibilities of a potential DSO, including a "DER Orchestration Framework," including data access and coordination between the IOUs and CAISO on DERs. MCE

has worked closely with CalCCA to advocate for a holistic approach to creating a demand flexibility marketplace, which should be operated by an objective third party. Such a marketplace would remove the conflicts of interest for IOU-owned DERs, as well as provide fair market access and data visibility to all non-IOU parties.

In September 2026, the CPUC issued a Proposed Decision (PD) ordering PG&E, SCE, and SDG&E to retain a consultant to lead a serios of working group meetings to vet proposals for a common DER orchestration framework and prepare a report with recommendations from the workshop within 12 months of Decision adoption.

In October 2026, MCE worked to file Opening and Reply comments on the PD focused on recommending the CPUC not move directly to the implementation of a DER orchestration framework without first addressing scoped issues of IOU conflicts of interest and potential market power concerning grid investments versus demand flexibility solutions as required and recommended by CalCCA and other parties. In Track 3 of the proceeding, the CPUC issued a PD directing the IOUs to support affordability through Flexible Service Connections (FSCs) in October. FSCs allow customers to interconnect at reduced or varying capacity ranges to maximize current grid capabilities while avoiding costly upgrades. The PD orders the IOUs to conduct a series of in-depth workshops to enhance their FSC offers and create a pathway from bridging (temporary) to non-bridging (persistent) solutions. MCE is working with CalCCA to file opening comments on Track 3 PD in November. Comments are expected to focus on incorporating FSC use cases into Track 2 of the proceeding to be explicitly considered among the topics of DER orchestration, as well as requesting an additional workshop to address fair market participation for all distributed energy resources (including FSCs).

Fiscal Impacts: There are no direct fiscal impacts on MCE at this time. MCE staff will continue to provide updates as the become available.

e. 2027 Energy Resource Recovery Account (ERRA) Proceeding

MCE is currently engaging in PG&E's 2027 ERRA Forecast Proceeding with CalCCA. This proceeding determines PG&E's generation and PCIA rates for 2027.

PG&E filed its 2027 ERRA Forecast Application in May 2026 and filed its Fall Update in October 2026 that incorporates actual price and sales data through August 2026. Based on PG&E's Fall Update, PCIA rates are currently forecasted to remain at similar levels to 2026 PCIA rates and PG&E's bundled generation rates are forecast to decrease slightly.

PG&E is currently forecasting its system average bunded generation rate at $0.09423/kWh, with the residential rate at $0.09815/kWh and non-residential rates ranging from $0.06569/kWh to $0.09984/kWh. The system average PCIA rate by vintage for unbundled customers is forecasted to range from $0.01994/kWh to $0.04420/kWh. The system average PCIA rate for customers in the 2017 vintage is forecasted at $0.03245/kWh.

While the October update provides a greater level of clarity as to what 2027 PCIA rates will be, it is important to note that PCIA values will differ from these values and that final PCIA and bundled generation will not be available until late December 2026/January 2027.

CalCCA filed Opening and Reply Briefs and Comments on PG&E's Fall Update in October 2026. The comments were broadly aimed at ensuring that PG&E's methodology and accounting of PCIA resources values them fairly, accurately, and are consistent with current market realities. Two main focal points were how PG&E is implementing the Slice of Day (SOD) methodology and PG&E's data center forecast methodology and its impacts on PCIA volatility.

Fiscal Impact: There is no immediate fiscal impact to MCE. However, the outcomes from this proceeding will impact PCIA rates for MCE's customers in 2027.

f. PG&E 2023 General Rate Case (GRC) Phase II – Real Time Pricing (RTP) Track

PG&E's GRC Phase II case addresses how PG&E allocates its authorized revenue requirement across its customer classes along with its rate design methodologies. To address dynamic rate design, the Commission opened a separate track of this proceeding to address PG&E's Hourly Flex Pricing (HFP) pilots, their current operations and evaluation, and proposed future extensions.

PG&E filed testimony in this case with a proposal to extend the HFP Pilots past their current expiration date in 2027 to June 2028. Post 2028, PG&E proposes to update the pilot design to implement HFP 2.0, which if approved, would run until 2031. MCE, along with many other PG&E CCAs, participates in these pilots to gain insights into dynamic rate implementation. Under HFP 2.0, PG&E proposes to remove the financial incentive authorized to CCAs to administer the pilot and enroll customers, change the current subscription-based model to a Revenue Neutral Adder (RNA) rate design model, and implement a credit-and-charge design that moves away from the current credit-only design that provides customers credits regardless if they change behavior in response to price signals.

MCE worked with CalCCA to file intervenor testimony responding to PG&E's proposal in October. CalCCA's testimony recommends that the Commission: (1) reject PG&E's proposal to discontinue the CCA incentive noting PG&E's assertion that CCA's using the pilots to comply with Load Management Standards (LMS) regulations is misleading and disregards the Commission's intention with including the incentive which was to increase enrollment; (2) accept PG&E's proposal to implement a credit-and-charge design; (3) reject PG&E's proposal to implement the RNA design because PG&E did not provide adequate analysis of the RNA's impact on customer cost shifts.

The testimony further argues that the Commission should order PG&E to provide additional information before adopting the proposed change and to prioritize improvements to customer education and outreach. CalCCA also recommends that if the Commission decides to move forward with the RNA model, the Commission should require automation technology for commercial customers that mitigates possible cost shifts and preserve CCAs' ability to customize the RNA, while continuing to improve customer education.

MCE will continue to engage with CalCCA on this proceeding and will provide updates as the HFP pilot is modified and implemented.

Fiscal Impacts: There are no immediate fiscal impacts to MCE.

g. Disconnections

On October 16, 2026, the CPUC released a PD on Disconnection Caps, Disconnection Pilots, and Remaining Issues in the Disconnections proceeding (Rulemaking 18-07-005). The Proposed Decision addresses how the CPUC should balance customer protections against utility disconnections given the state of growing customer arrearages and bill affordability challenges. It would conditionally remove SoCalGas's disconnection cap, increase PG&E, Southern California Edison, and San Diego Gas & Electric's disconnection caps by 0.5% (with a possible additional 0.5% increase later), make the Arrearage Management Program (AMP) permanent, sunset the current Percentage of Income Payment Plan (PIPP) pilot with a 12-month transition period, and initiate development of a new income-based AMP pilot.

MCE worked with CalCCA to file comments on the proposed decision November 5, 2026. The comments generally supported the PD's direction while recommending several modifications. CalCCA opposed the proposed increases to utility disconnection caps and the proposal to require reconnection deposits for customers disconnected multiple times, arguing that both measures would unnecessarily harm customers facing affordability challenges and lacked evidentiary support. CalCCA also supported making AMP permanent and developing an income-based AMP pilot, but opposed new post-enrollment verification requirements as duplicative of existing CARE and FERA eligibility checks. CalCCA also supported the proposed protections for PIPP participants, including a 12-month transition period, customer outreach, AMP eligibility, and a temporary disconnection moratorium.

Fiscal Impacts: If adopted, MCE's AMP program would be made permanent. This would allow MCE to continue to receive funding from California's Public Purpose Program funds to provide debt relief to eligible customers.

j. Electric Rule 21: Generating Facility Interconnections

The Rule 21 proceeding was opened to update distribution-level interconnection rules for DERs under Electric Rule 21. Rule 21 covers interconnection pathways and standards, cost sharing responsibilities, DER communications interoperability, and more.

In October 2026, a CPUC Administrative Law Judge (ALJ) issued an ALJ Ruling proposing modifications to the timeline reporting requirements of IOUs handling Rule 21 interconnection requests, as well as proposing a modified structure for Rule 21 application fees. The proposed timeline reporting would consider end-to-end reporting timelines as opposed to the current requirements of reporting timelines for discrete steps within the timeline. The proposed fee structure was provided as an example, with the end goal of ensuring that the total revenue from application fees should balance total costs to process interconnection projects, to uphold the cost-causation principle and prevent ratepayer impact.

MCE worked with CalCCA to file joint comment with the Interstate Renewable Energy Council, Inc. (IREC), the California Solar & Storage Association (CALSSA), the Solar Energy Industries Association (SEIA), the California Energy Storage Alliance (CESA), and Pioneer Community Energy on October 29, 2026. The comment argued that proposed modifications to the timeline reporting requirements were unnecessary, and that all that is needed is greater enforcement of the current reporting requirements, given the history of IOU issues with non-compliance. The joint parties filed reply comments on November 5, 2026, largely re-emphasizing their arguments in response to other stakeholder comments.

Fiscal Impacts: There are no direct fiscal impacts to MCE currently.

II. California Energy Commission (CEC)

a. Integrated Energy Policy Report (IEPR)

The 2026 IEPR Update is currently underway. Through the IEPR process, the CEC will create the state's baseline electricity and natural gas demand forecast. On November 4, 2026, CEC staff hosted a Demand Analysis Working Group (DAWG) meeting to present their draft forecast results for load modifiers for the 2026 IEPR Update Demand Forecast. Load modifier forecasts focused on distribution-level interconnection (also referred to as "known loads"), behind-the-meter solar and storage resources, and data centers. IEPR staff proposed excluding known loads from the forecast following another year of data quality concerns and challenges addressing known-load forecast uncertainty. Draft results forecasted growth in behind-the-meter solar, particularly for paired solar-battery systems. For data centers, CEC staff presented data showing that the total capacity requested by data centers increased 50% from the previous year, with forecasted increase of data center load from 0.4 GW today to 6 GW by 2045.

CEC staff plan to host a public workshop on November 12, 2026, to present their revised forecast results publicly and solicit public comment. CEC staff also plan to conduct another DAWG meeting on November 17, 2026, to address challenges reconciling differences with distribution planning forecasts. Following public comment period and further revisions, the 2026 IEPR Update Demand Forecast is scheduled to be finalized in early 2027.

Fiscal Impacts: There are no direct fiscal impacts to MCE at this time. However, updates to the IEPR energy demand forecast are used by the CPUC to determine future compliance requirements, including procurement mandates. Thus, changes to the energy demand forecast may impact MCE's procurement costs.

Empowering Our Clean Energy Future
CONTRA COSTA | MARIN | NAPA | SOLANO

Treasurer's FYE 2027 Q1 Report and Monthly Investment Report for September 2026

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Empowering Our Clean Energy Future
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October 28, 2026

TO: MCE Board of Directors

FROM: Maira Strauss, CFO and Treasurer
Vicken Kasarjian, Interim CEO, COO, and Deputy Treasurer

RE: Fiscal Year End 2027 Q1 Treasurer's Report and Monthly Investment Report

ATTACHMENTS:
A. Fiscal Year End 2027 Q1 Financial Statements
B. Financial Results Highlights and Customer Statistics
C. Budgetary Comparison Schedules
D. Statement of Investments held at USBank
E. Statement of Transactions at USBank
F. Fixed Income Portfolio at USBank Summary
G. Statement of Investments held at River City Bank
H. Statement of Transactions at River City Bank

Dear MCE Board Members:

Quarterly Reporting Obligations
This memorandum is to verify and report in writing to the Board the responsibilities designated to the MCE Treasurer pursuant to Government Code Section 6505.5. The Treasurer of MCE is required to report to the Board the interim financials on a quarterly basis in January, April, July and October of each fiscal year. MCE's Fiscal Year ends March 31.

Attachment A shows financial statements including a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. Results for Q1 covering April 2026 through June 2026 are shown. Attachment B provides a series of charts and tables on MCE's financial results and customer statistics. Attachment C shows budgetary comparison schedules for the Operating Fund, Energy Efficiency Fund, Program Development Fund and the Resiliency Virtual Power Plant Fund. In addition to the quarterly results shown, there is a monthly Treasurer's Report that shows investing activity in the previous month. Purchases, sales, maturities and yields are shown for all of MCE's securities.

Monthly Investment Reporting Obligations
Government Code Section 53607 and MCE's Investment Policy require MCE to report in writing to the Board any investment transactions (defined as purchases, sales or exchanges of securities) made during the prior month. MCE currently maintains bank accounts and investments at River City Bank and USBank.

USBank: MCE's investment advisor, Chandler Asset Management (CAM), manages over $250 million of MCE's reserves. All investments directed by CAM are held at MCE's custodian, USBank. Attachment

D shows a Statement of Investments held at USBank that reports on holdings as of September 30th, 2026. Attachment E shows a Statement of Transactions at USBank. Two securities totaling $5.4 million were purchased; no securities were sold. Attachment F shows a summary of the Fixed Income Portfolio at USBank.

River City Bank: Attachment G shows a Statement of Investments held at River City Bank for the month ending September 2026. Attachment H shows a Statement of Transactions at River City Bank. No CDARS were bought, sold, or matured. Staff will provide Statements of Investments as required throughout the year.

MCE Holdings	**9/30/2026**	**Average Yield**
Fixed Income Portfolio Market Value	$ 251,569,000	4.37%
CDARS with Accrued Interest	44,383,000	3.98%
Cash Balances*	252,349,000	3.86%
Collateral at CAISO	7,704,000	3.79%
Total	**556,005,000**	**4.10%**

*Cash balances are held at JP Morgan Chase and River City Bank

No Action Needed

This memorandum and associated attachments are to inform the Board pursuant to the requirements of MCE's Investment Policy 014 and Government Code Section 53607. There is no action requested of the Board at this time.

MAHER
ACCOUNTANCY

ACCOUNTANTS' COMPILATION REPORT

Management
Marin Clean Energy

Management is responsible for the accompanying financial statements of Marin Clean Energy (a California Joint Powers Authority), which comprise the statement of net position as of June 30, 2026, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. Marin Clean Energy's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Marin Clean Energy because we performed certain accounting services that impaired our independence.

Maher Accountancy
San Rafael, CA
August 10, 2026

1101 Fifth Avenue, Suite 200 San Rafael, CA 94901 415 459 1249 mahercpa.com

MARIN CLEAN ENERGY
STATEMENT OF NET POSITION
As of June 30, 2026

ASSETS	
Current assets	
Cash and cash equivalents - unrestricted	$ 234,601,800
Cash equivalents - restricted for grant purposes	16,584,812
Cash equivalents - restricted for security reserve	17,596,307
Accounts receivable, net of allowance	58,543,433
Accrued revenue	34,660,278
Other receivables	8,435,781
Prepaid expenses	1,021,897
Investments	70,642,077
Deposits	8,181,523
Total current assets	450,267,908
Noncurrent assets	
Investments	225,260,675
Capital assets, net of depreciation and amortization	6,133,381
Deposits	197,175
Total noncurrent assets	231,591,231
Total assets	681,859,139
LIABILITIES	
Current liabilities	
Accrued cost of electricity	59,075,366
Accounts payable	8,091,611
Other accrued liabilities	8,464,521
User taxes and energy surcharges due to other governments	1,090,518
Security deposits - energy suppliers	862,800
Advances from grantors	16,584,812
Total current liabilities	94,169,628
DEFERRED INFLOWS OF RESOURCES	
Operating Reserve Fund	150,000,000
NET POSITION	
Net position	
Net investment in capital assets	6,133,381
Restricted	17,596,307
Unrestricted	413,959,823
Total net position	$ 437,689,511

MARIN CLEAN ENERGY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Three months ended June 30, 2026

OPERATING REVENUES		
Electricity sales, net	$	144,526,797
Grant revenue		2,290,694
Damages and other revenue		10,035,900
Total operating revenues		156,853,391
OPERATING EXPENSES		
Cost of electricity		126,259,122
Contract services		5,176,058
Staff compensation		6,979,100
Other operating expenses		3,318,417
Depreciation and amortization		60,796
Total operating expenses		141,793,493
Operating income (loss)		15,059,898
NONOPERATING REVENUES (EXPENSES)		
Investment income		4,320,388
Nonoperating revenues (expenses), net		4,320,388
CHANGE IN NET POSITION		19,380,286
Net position at beginning of period		418,309,225
Net position at end of period	$	437,689,511

MARIN CLEAN ENERGY
STATEMENT OF CASH FLOWS
Three months ended June 30, 2026

CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$	150,778,263
Receipts from grantors		2,541,245
Receipts of security deposits		10,950
Receipts from wholesale sales and other operating activities		21,699,551
Payments to suppliers for electricity and collateral		(127,907,874)
Payments for other goods and services		(5,067,060)
Payments for staff compensation		(7,680,163)
Payments of taxes and surcharges to other governments		(2,721,133)
Net cash provided (used) by operating activities		31,653,779
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Payments to acquire capital assets		(4,391)
Net cash provided (used) by capital and related financing activities		(4,391)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income received		5,617,722
Proceeds from sales and maturities of investments		13,369,010
Purchase of investments		(57,830,577)
Net cash provided (used) by investing activities		(38,843,845)
Net change in cash and cash equivalents		(7,194,457)
Cash and cash equivalents at beginning of period		275,977,376
Cash and cash equivalents at end of period	$	268,782,919
Reconciliation to the Statement of Net Position		
Cash and cash equivalents - unrestricted	$	234,601,800
Cash equivalents - restricted for grant purposes		16,584,812
Cash equivalents - restricted for security reserve		17,596,307
Cash and cash equivalents	$	268,782,919
NONCASH INVESTING ACTIVITIES:		
Change in fair value of investments	$	(1,297,190)
Change in interest receivable	$	(144)

MARIN CLEAN ENERGY
STATEMENT OF CASH FLOWS (CONTINUED)
Three months ended June 30, 2026

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating income	$	15,059,898
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation and amortization expense		60,796
(Increase) decrease in:		
Accounts receivable, net		9,409,834
Accrued revenue		(5,628,211)
Other receivables		10,367,311
Prepaid expenses		49,943
Deposits		(265,320)
Increase (decrease) in:		
Accrued cost of electricity		432,470
Accounts payable		3,658,317
Other accrued liabilities		(1,560,701)
User taxes and energy surcharges due to other governments		(251,290)
Security deposits - energy suppliers		6,000
Advances from grantors		314,732
Net cash provided (used) by operating activities	$	31,653,779

MCE
Financial Results Highlights
FYE 2027 Q1 (April-June 2026)

Budget Results and Variance

Marin Clean Energy
Operating Fund Budgetary Comparison Schedule
3 Months Ended June 30th, 2026

	Actual	Budget	Variance $	Variance %
Energy Revenue, Net	$ 143,870,000	$ 133,692,000	10,178,000	8%
ORF Withdrawal	-	-	-	0%
Cost of Energy	(126,259,000)	(144,990,000)	18,731,000	13%
Operating Expenses	(11,737,000)	(13,239,000)	1,502,000	11%
Non-Operating Revenues	15,225,000	4,810,000	10,415,000	217%
Non-Operating Expenses	(435,000)	(1,526,000)	1,091,000	71%
Program Expenses	(3,302,000)	(6,300,000)	2,998,000	48%
Program Income	2,079,000	4,020,000	(1,941,000)	(48%)
Change in Net Position	**19,441,000**	**(23,533,000)**	**42,974,000**	**183%**

Expenses are shown as negative numbers. Favorable variance percentages are shown as positive numbers on this table. Results are shown net of arant reimbursements.

Energy Revenue, Net: $143.9 million
Net energy revenue through Q1 was $10.2 million or 8% above budget. Sales were slightly below forecast during Q1, so the favorable variance reflects higher average revenue per MWh sold rather than higher volume. This reflects differences in customer class mix and on-peak versus off-peak usage from what was assumed in the budget as well as general forecast variance.

Cost of Energy: $126.3 million
Cost of energy was $18.7 million or 13% under budget. The largest driver was net CAISO costs, which came in under projections as market prices stayed low on ample solar and storage supply and moderate load. Excess Resource Adequacy (RA) sales and timing differences between budgeted and actual deliveries of energy also contributed to the favorable variance.

Operating Expenses: $11.7 million
Total Operating Expenses were under budget by $1.5 million or 11%, reflecting lower than planned spending across several operating cost categories. Similar to prior years, spending timing differences and project implementation schedules contributed to costs being incurred below budget during the quarter. However, staff projects that operating expenses will increase in subsequent quarters due to upcoming litigation, CEO search, and ongoing governance assessment costs.

Non-Operating Revenues: $15.2 million
Total non-operating revenues were $10.4 million or 217% above budget. A major driver was a $10 million damages payment related to project delays. Interest earnings continued to outperform expectations on MCE's portfolio of CDARS, fixed income securities, and high-yield cash investments.

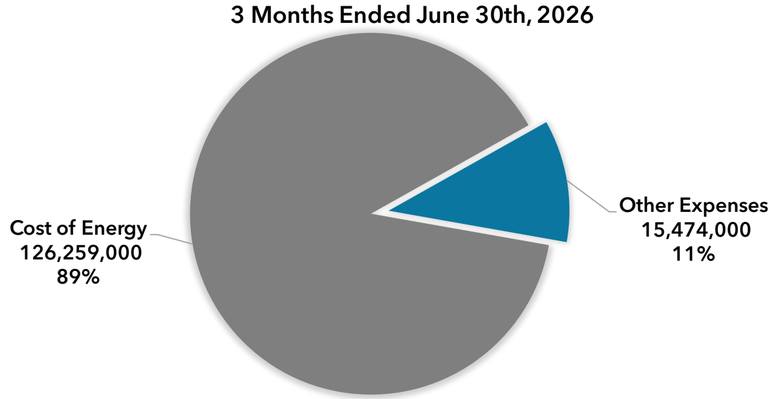
Program Expenses: $3.3 million
Program expenses were $3.0 million or 48% below budget. The favorable variance was primarily attributable to the timing of customer program activities and associated incentive payments, with some expenditures expected to occur later in the fiscal year.

Program Income: $2.1 million
Program income was $1.9 million or 48% below budget. Lower program revenues were primarily driven by the timing of grant reimbursements and program-related funding receipts relative to budget assumptions. Program expenses and income move in the same direction.

Change in Net Position: $19.4 million
The change in net position was $43.0 million or 183% above budget expectations. The variance was primarily driven by higher net energy revenue, lower cost of energy, favorable operating expense performance, and higher than budgeted nonoperating revenues.

For reconciliation purposes, the Operating Fund change in net position differs from the consolidated budgetary result because the consolidated result includes program income and expenses reported in the other funds. Both budgetary results differ slightly from the GAAP financial statements due to depreciation, amortization, and other accounting adjustments.

Cost of Energy and Other Expenses
3 Months Ended June 30th, 2026



The cost of energy represented 89% of MCE's total expenditures in Q1. Other expenses (operating, non-operating, program) constituted the remaining 11%.

Cost of Energy Breakdown: 3 Months Ended June 30th, 2026

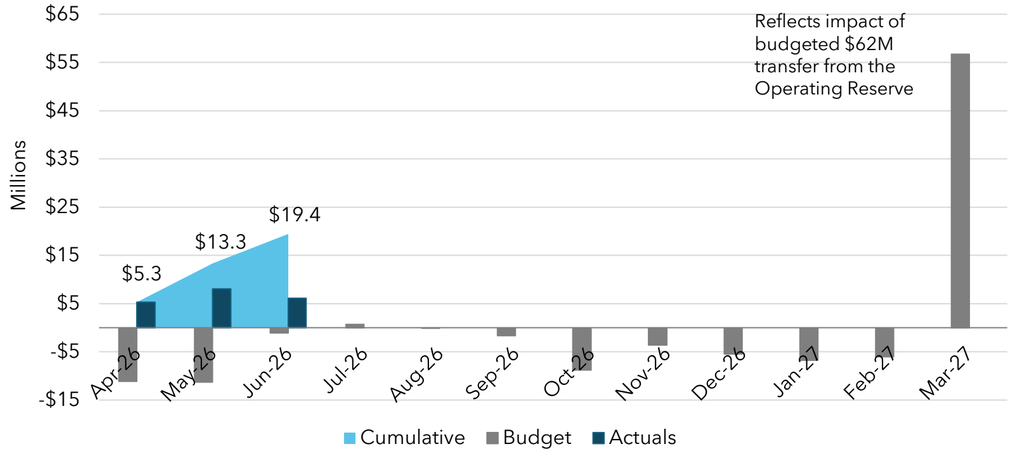
	Budget	Actual	Variance $	Variance %
Hedge Contracts	36,692,000	33,237,000	(3,455,000)	(9%)
Renewable - Long Term PPAs	40,876,000	38,783,000	(2,093,000)	(5%)
Renewable - Short Term	13,546,000	12,550,000	(996,000)	(7%)
Resource Adequacy	31,749,000	26,036,000	(5,713,000)	(18%)
Net CAISO Costs	16,783,000	9,913,000	(6,870,000)	(41%)
Carbon Free - Large Hydro/ACS	5,344,000	5,741,000	397,000	7%
Total	144,990,000	126,259,000	(18,731,000)	(13%)

Net CAISO Costs were below forecast by $6.9 million or 41%. Net CAISO costs depend largely on market prices, which the budget assumes from forward price curves. Prices came in below those assumptions in Q1, reflecting ample solar and storage supply and moderate load.
Renewable - Short Term costs were below forecast by $1.0 million or 7%. This variance primarily reflects delivery timing differences between budget assumptions and actual energy deliveries. The budget spreads out deliveries evenly across the fiscal year but suppliers can deliver at their discretion. The variance is expected to narrow as the fiscal year progresses.
Resource Adequacy costs were below forecast by $5.7 million or 18%, primarily reflecting sales of surplus Resource Adequacy capacity that MCE has conducted year to date.
Hedge Contracts costs were below forecast by $3.5 million or 9%. Costs tied to contracts in place when the budget was set were generally consistent with budget expectations; however, costs associated with contingency assumptions for open positions were lower than anticipated.
Carbon Free - Large Hydro/ACS costs were above forecast by $0.4 million or 7%. Similar to short-term renewable costs, this variance is largely attributable to differences between the expected and actual timing of energy deliveries. These timing-related variances are expected to moderate as deliveries occur throughout the remainder of the year.
Renewable - Long Term PPAs costs were below forecast by $2.1 million or 5%. Variances within this category are common and can result from differences between forecasted and actual generation, weather conditions, transmission congestion, curtailments, and deemed delivered energy.
Note: MCE enters into power supply contracts in advance to ensure reliability and meet renewable energy and compliance requirements. As a result, a significant portion of power supply costs is fixed regardless of short-term fluctuations in customer demand. Budget variances within individual cost categories may also result from the timing of energy deliveries and settlements, which typically become more closely aligned with budget by fiscal year-end.

MCE
Financial Results Highlights
FYE 2027 Q1 (April-June 2026)

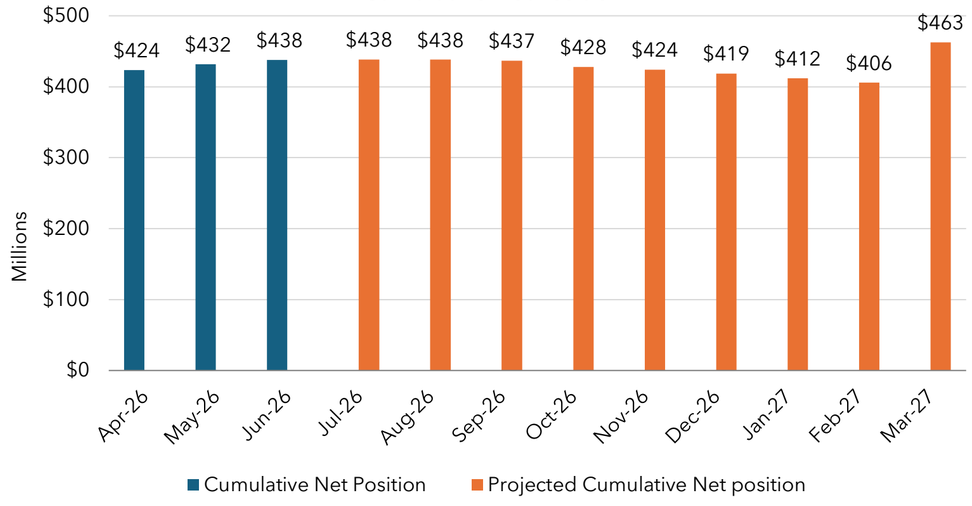
Change in Net Position, Cumulative Net Position, Cost of Energy, and Progress to Days Cash on Hand

Change in Net Position
Operating Budget vs Actuals



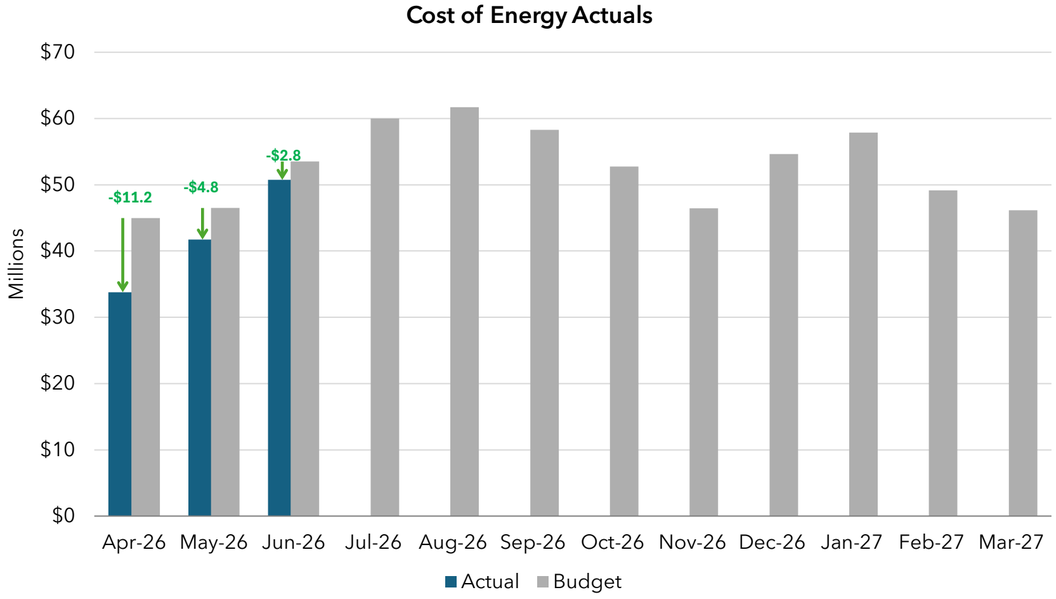
The change in net position through June 2026 finished well ahead of budget. The change in net position was a $19.4M increase against a budgeted $23.5M decrease, a favorable variance of $43.0M. Results are based on budgetary reports and include program spending. MCE's Statement of Revenues, Expenses, and Changes in Net Position includes depreciation and amortization plus other GAAP adjustments that the budget does not, so its change in net position may differ slightly from the budget results shown here.

Cumulative Net Position



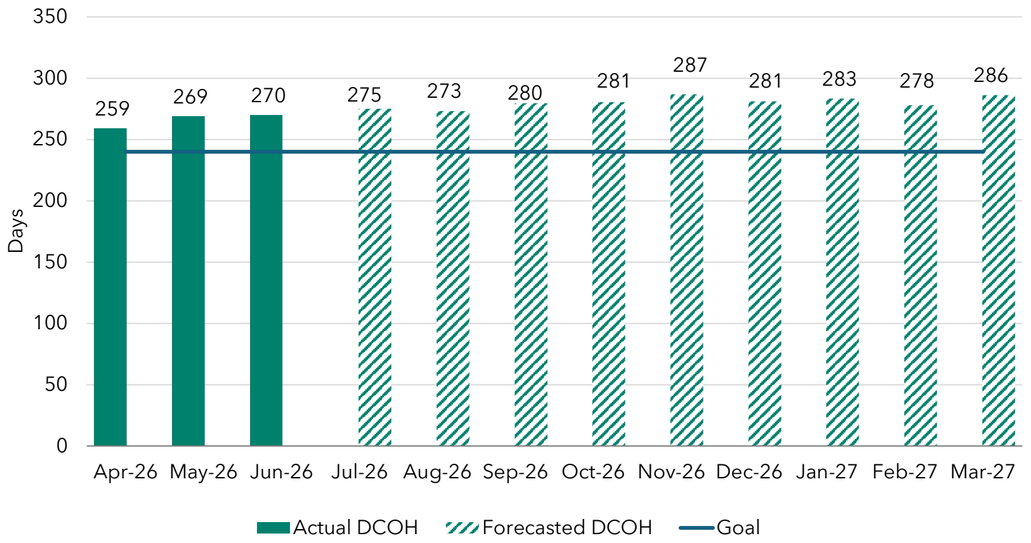
MCE's cumulative net position was approximately $438 million at the end of FYE 2027 Q1. The cumulative net position is a running total of monthly changes in net position and serves as the reserve metric under Board-approved policy. Actuals are taken from the Statement of Net Position and exclude the Operating Reserve Fund balance. The full-year projection combines actuals through June with budgeted changes in net position for the remaining months.

Cost of Energy Actuals



Cost of energy finished below budget in every month through June 2026. The largest driver was net CAISO costs, which came in under projections as market prices stayed low on ample solar and storage supply and moderate load. Excess Resource Adequacy (RA) sales and timing differences between budgeted and actual deliveries of energy also contributed to the favorable variance.

Progress to Days Cash on Hand

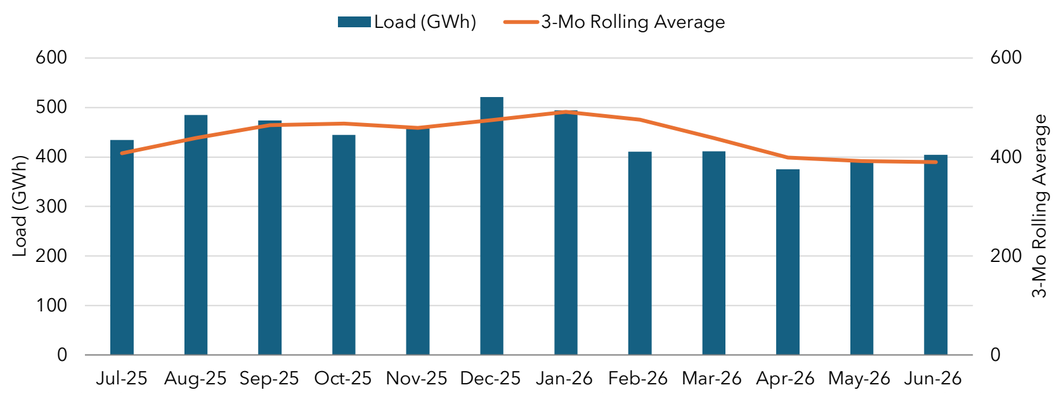


Days cash on hand is a moving goal and varies with changes to cost of energy and total operating expenses. MCE's goal is to have 240 days of cash on hand. At the end of FYE 2027 Q1, MCE had 270 days cash on hand. Actual liquidity reflects cash, cash equivalents, and investments as of period end. Projected liquidity is based on forecasted balance sheet.

MCE
Customer Statistics
Last Twelve Months

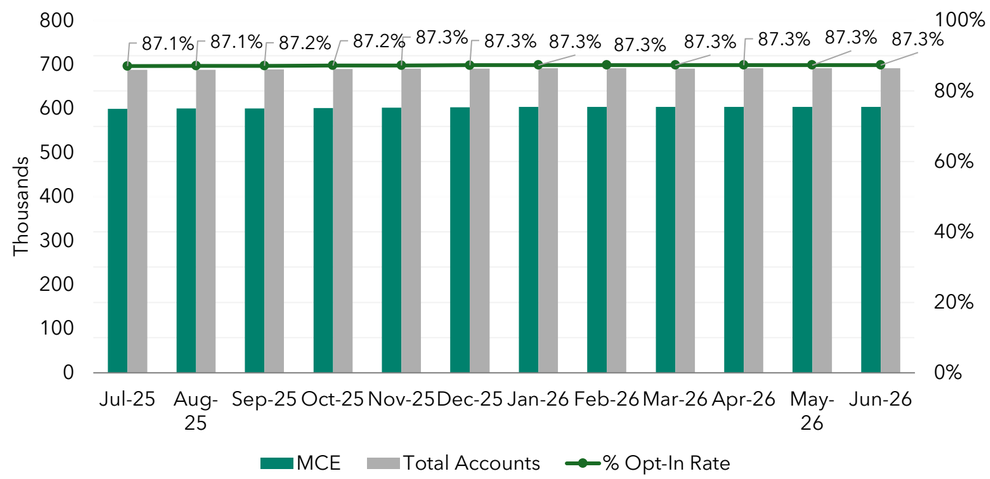
Customer Statistics

Load and 3-Month Rolling Average



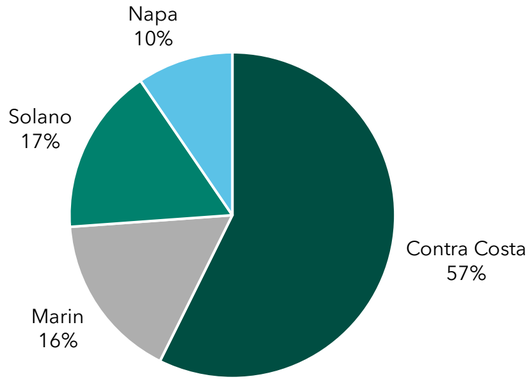
Weather has the biggest impact on energy use. Load typically rises in the summer with air conditioning use and in the winter with heating demand.

MCE Accounts and Opt-in Rate



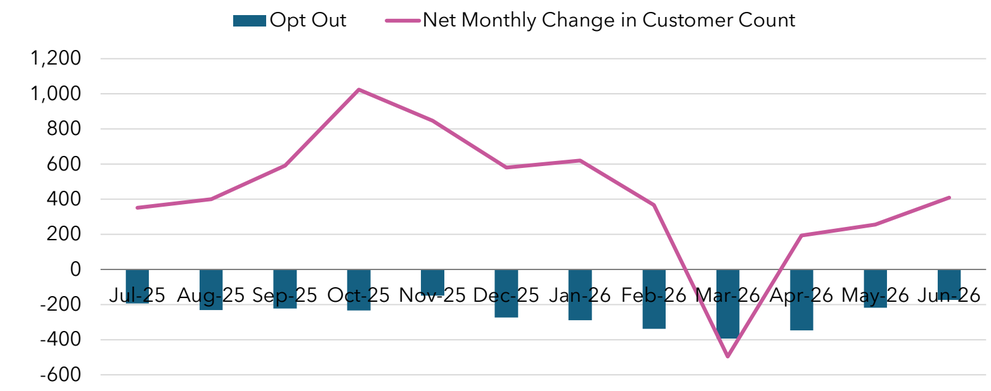
Opt-in rate = MCE accounts / All accounts in the service area. Numbers are snapshots at the end of each month shown. The Opt-in rate remains at 87%, reflecting strong and stable customer participation across MCE's service area.

County	Total Accounts	MCE Accounts	Opt-In Rate
Contra Costa	389,126	346,271	89%
Marin	121,586	99,818	82%
Solano	116,177	100,283	86%
Napa	64,611	57,626	89%
Total	**691,500**	**603,998**	**87%**



Contra Costa County holds the largest number of customer accounts followed by Solano, Marin, and Napa. Numbers are a snapshot at the end of June 2026.

Monthly Opt Outs and Net Monthly Change in Customer Count

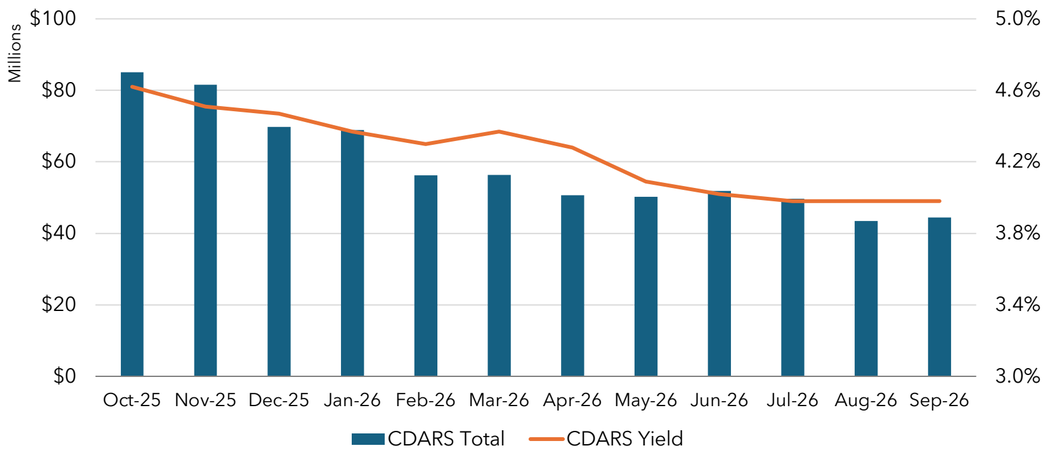


While MCE averaged 255 opt-outs per month over the past 12 months, opt-out activity remains a relatively small driver of customer count trends. Net customer growth is primarily influenced by move-in and move-out activity, which generally favors MCE and results in positive monthly customer growth as shown above. With the exception of March, the net monthly change in customer count has largely remained positive over the last twelve months.

MCE
Investment Activity
Last Twelve Months

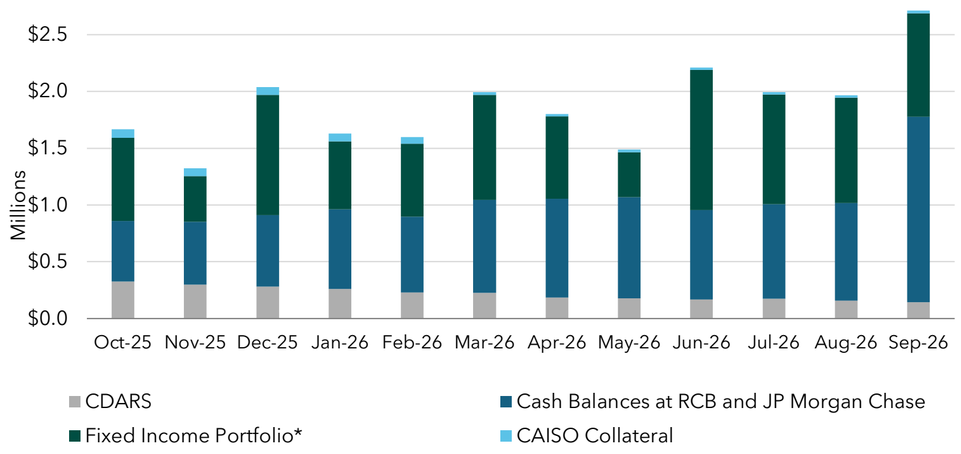
Supplemental Graphs on Investment and Interest Income

CDARS
October 2025 - September 2026



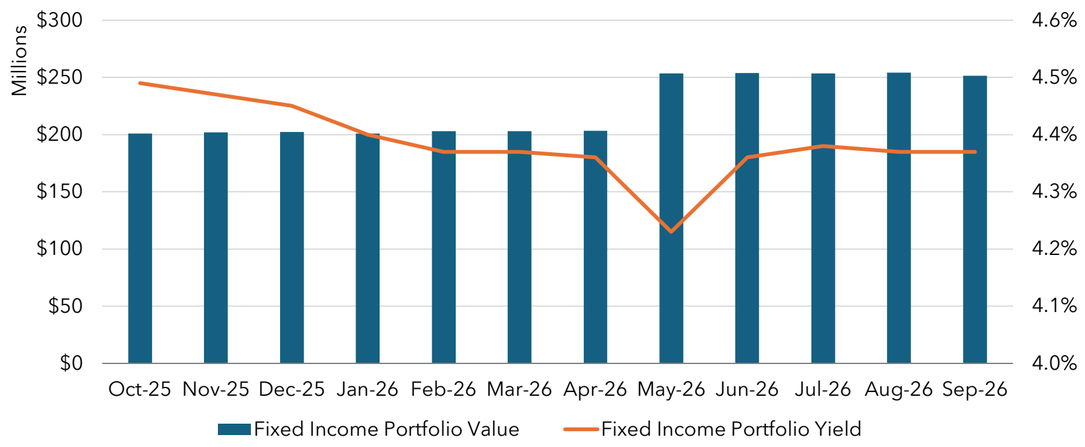
The market value and yield of MCE's CDARS are shown above. As of September 30th, 2026, CDARS had an average yield of 3.98% and a total balance of $44,400,000 (includes par amount and accrued interest).

Investment and Interest Income
October 2025 -September 2026



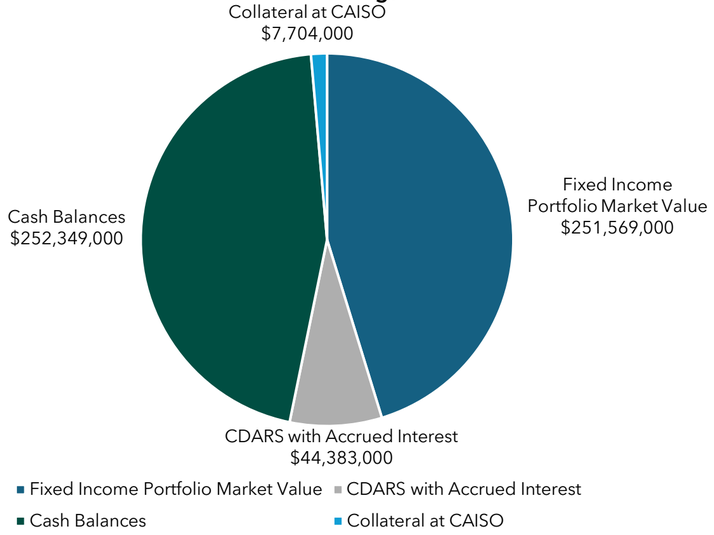
*Graph shows monthly earned income on the portfolio. For reconciliation purposes, the financial statements will show monthly changes in fair market value as required by GASB 31.

Fixed Income Portfolio
Market Value and Yield
October 2025 - September 2026



The amount and purchase yield of the fixed income portfolio is shown above. As of September 30th, 2026, the fixed income portfolio had a market value of over $250 million. The portfolio's purchase yield has been stable at about 4.37%; recent purchases were made at higher yields.

MCE Holdings



Interest earned on the deposits at River City Bank is pegged to the California Local Agency Investment Fund (LAIF) rate. MCE also holds a high yield checking account at JP Morgan Chase. MCE's holdings totaled over $556 million at the end of September 2026.

MCE Operating Fund
Fiscal Year End 2027
From April 1, 2026 through June 30, 2026

	Budget	Actual	Variance $	Variance %
ENERGY REVENUE				
Operating Revenues	$ 137,836,000	$ 146,499,000	$ 8,663,000	6%
Cost Relief Program	(2,500,000)	(882,000)	1,618,000	(65%)
Uncollectible Accounts	(1,644,000)	(1,747,000)	(103,000)	6%
Energy Revenue, net	133,692,000	143,870,000	10,178,000	8%
Transfer from Operating Reserve Fund	-	-	-	-
Total Energy Revenue	**133,692,000**	**143,870,000**	**10,178,000**	**8%**
ENERGY EXPENSES				
Cost of Energy	144,990,000	126,259,000	(18,731,000)	(13%)
NET ENERGY REVENUE	**(11,298,000)**	**17,611,000**	**28,909,000**	**(256%)**
OPERATING EXPENSES				
Personnel	6,916,000	6,355,000	(561,000)	(8%)
Data Manager	1,359,000	1,340,000	(19,000)	(1%)
Technical and Scheduling Consultants	397,000	189,000	(208,000)	(52%)
Service Fees - PG&E	652,000	642,000	(10,000)	(2%)
Legal and Policy Services	357,000	334,000	(23,000)	(6%)
Communication Services	511,000	734,000	223,000	44%
Other Professional Services	1,195,000	952,000	(243,000)	(20%)
General and Administrative	1,373,000	1,103,000	(270,000)	(20%)
Occupancy	104,000	89,000	(15,000)	(14%)
Contingency	375,000	-	(375,000)	(100%)
TOTAL OPERATING EXPENSES	**13,239,000**	**11,737,000**	**(1,502,000)**	**(11%)**
OPERATING INCOME	**(24,538,000)**	**5,874,000**	**30,412,000**	**(124%)**
NONOPERATING REVENUES				
Grant Income	1,276,000	958,000	(318,000)	(25%)
Other Income	-	10,036,000	10,036,000	-
Interest Income	3,535,000	4,231,000	696,000	20%
TOTAL NONOPERATING REVENUES	**4,810,000**	**15,225,000**	**10,415,000**	**217%**
NONOPERATING EXPENSES				
Banking Fees and Financing Costs	250,000	50,000	(200,000)	(80%)
Grant Expenses	1,276,000	385,000	(891,000)	(70%)
TOTAL NONOPERATING EXPENSES	**1,526,000**	**435,000**	**(1,091,000)**	**(71%)**
CHANGE IN NET POSITION	**(21,253,000)**	**20,664,000**	**41,917,000**	**(197%)**
Net Position Beginning of Period	416,863,000	416,863,000	-	0%
Change in Net Position	(21,253,000)	20,664,000	41,917,000	(197%)
BUDGETED NET POSITION END OF PERIOD	**395,610,000**	**437,527,000**	**41,917,000**	**11%**
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Software Transmission Upgrade	20,000	20,000	-	0%
Office Improvements and Retrofits	37,000	41,000	4,000	11%
Transfer to Resiliency VPP Fund	-	-	-	0%
Transfer to Program Development Fund	8,077,000	8,077,000	-	0%
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	8,134,000	8,138,000	4,000	0%
BUDGETED NET INCREASE IN OPERATING FUND BALANCE	**(29,387,000)**	**12,526,000**	**41,913,000**	**(143%)**

MCE Program Development Fund
Fiscal Year End 2027
From April 1, 2026 through June 30, 2026

	Budget	Actual	Variance $	Variance %
REVENUE AND OTHER SOURCES				
Transfer from Operating Fund and Deep Green Premium	$8,077,000	$8,077,000	$0	0.0%
Marin Community Foundation Grant	33,000	13,000	(20,000)	(61%)
TOTAL REVENUE AND OTHER SOURCES	**8,110,000**	**8,090,000**	**(20,000)**	**(0.2%)**
EXPENDITURES AND OTHER USES				
Transportation Electrification Programs	1,496,000	339,000	(1,157,000)	(77%)
Heat Pump Water Heater Incentives	171,000	123,000	(48,000)	(28%)
MCF - EV Charging at Affordable Housing	33,000	13,000	(20,000)	(61%)
Community Housing Support	65,000	42,000	(23,000)	(35%)
TOTAL EXPENDITURES AND OTHER USES	**1,765,000**	**517,000**	**(1,248,000)**	**(71%)**
Net Increase (Decrease) in Fund Balance	6,345,000	7,573,000	-	-
Fund Balance at Beginning of Period	(1,151,000)	(1,773,000)	-	-
Fund Balance at End of Period	**5,194,000**	**5,800,000**	**-**	**-**

MCE Resiliency Virtual Power Plant Fund
Fiscal Year End 2027
From April 1, 2026 through June 30, 2026

	Budget	Actual	Variance $	Variance %
REVENUE AND OTHER SOURCES				
CEC VPP Flex Grant	$ 300,000	$ 9,000	$ (291,000)	(97%)
Federal Earmark Funding	25,000	-	(25,000)	(100%)
Marin Community Foundation Grant	68,000	-	(68,000)	(100%)
TOTAL REVENUE AND OTHER SOURCES	**393,000**	**9,000**	**(384,000)**	**(98%)**
EXPENDITURES AND OTHER USES				
CEC VPP Flex Grant Expenses	300,000	51,000	(249,000)	(83%)
Energy Storage Program	34,000	98,000	64,000	188%
CEC VPP Flex Grant Match	250,000	451,000	201,000	80%
MCE Sync	232,000	97,000	(135,000)	(58%)
Federal Earmark - Energy Storage	25,000	-	(25,000)	(100%)
MCF - Resiliency at Critical Facilities	68,000	-	(68,000)	(100%)
Federal Earmark Match Expense	25,000	31,000	6,000	24%
Virtual Power Plant	8,000	-	(8,000)	(100%)
TOTAL EXPENDITURES AND OTHER USES	**942,000**	**728,000**	**(214,000)**	**(23%)**
Net Increase (Decrease) in Fund Balance	(549,000)	(719,000)	-	-
Fund balance at beginning of period	2,615,000	2,652,000	-	-
Fund balance at end of period	2,066,000	1,933,000	-	-

MCE Energy Efficiency Fund
Fiscal Year End 2027
From April 1, 2026 through June 30, 2026

	Budget	Actual	Variance $	Variance %
REVENUE AND OTHER SOURCES				
Public Purpose Energy Efficiency Program	$ 3,595,000	$ 2,057,000	$ (1,538,000)	(43%)
TOTAL REVENUE AND OTHER SOURCES	**3,595,000**	**2,057,000**	**(1,538,000)**	**(43%)**
EXPENDITURE AND OTHER USES				
Public Purpose Energy Efficiency Program	3,595,000	2,057,000	(1,538,000)	(43%)
TOTAL EXPENDITURES AND OTHER USES	**3,595,000**	**2,057,000**	**(1,538,000)**	**(43%)**
Net Increase (Decrease) in Fund Balance	-	-	-	-

Attachment D: Statement of Investments held at USBank

Marin Clean Energy
Statement of Investments held at USBank
As of 9/30/2026

Issuer	Security Type	Purchase Date	Maturity Date	Par Value $	Market Value $	Purchase Price $	Purchase Yield in %
John Deere Owner Trust	ABS	04/17/2023	11/15/2027	45,509.86	45,627.67	45,973.84	4.633
Honda Auto Receivables Owner Trust	ABS	08/22/2023	11/15/2027	99,208.36	99,496.17	98,204.65	5.428
GM Financial Securitized Term	ABS	10/24/2023	06/16/2028	260,717.85	261,906.42	259,251.31	5.758
Honda Auto Receivables Owner Trust	ABS	---	06/21/2028	293,842.45	295,526.76	294,768.58	5.607
Toyota Auto Receivables Owner Trust	ABS	11/07/2023	08/15/2028	161,429.49	162,472.84	161,412.09	5.609
BMW Vehicle Owner Trust	ABS	11/09/2023	02/25/2028	76,563.85	76,767.56	76,432.25	5.615
John Deere Owner Trust	ABS	12/18/2023	05/15/2028	119,364.14	120,037.42	120,977.42	4.921
GM Financial Securitized Term	ABS	02/23/2024	12/18/2028	357,820.67	359,018.95	356,003.61	5.104
Chase Issuance Trust	ABS	02/29/2024	01/16/2029	1,100,000.00	1,103,032.09	1,092,910.16	4.749
Hyundai Auto Receivables Trust	ABS	03/11/2024	02/15/2029	302,269.61	303,467.13	302,202.96	5.051
John Deere Owner Trust	ABS	03/25/2024	11/15/2028	263,078.04	264,130.20	262,954.72	5.133
American Express Credit Master Trust	ABS	04/16/2024	04/16/2029	1,235,000.00	1,242,289.52	1,234,746.83	5.305
Honda Auto Receivables Owner Trust	ABS	05/14/2024	11/20/2028	252,735.48	254,045.93	252,704.78	5.273
Mercedes-Benz Auto Lease Trust	ABS	05/17/2024	01/18/2028	162,302.82	162,961.03	162,283.83	5.733
BMW Vehicle Owner Trust	ABS	06/04/2024	02/26/2029	331,553.12	332,704.05	331,502.76	5.183
Ford Credit Auto Owner Trust	ABS	11/19/2024	08/15/2029	989,103.50	990,175.58	989,071.74	4.656
American Express Credit Master Trust	ABS	---	04/15/2030	2,490,000.00	2,468,758.36	2,489,936.27	4.295
Bank of America Credit Card Trust	ABS	02/20/2024	11/16/2026	1,000,000.00	1,003,058.33	1,003,515.63	4.891
Hyundai Auto Lease Sec Trust	ABS	01/12/2026	12/15/2028	620,000.00	613,425.80	619,909.11	3.975
Mercedes-Benz Auto Lease Trust	ABS	01/13/2026	01/15/2030	560,000.00	552,383.25	559,888.95	3.973
Hyundai Auto Receivables Trust	ABS	01/26/2026	09/16/2030	2,000,000.00	1,971,068.67	2,004,609.38	3.925
John Deere Owner Trust	ABS	01/27/2026	06/15/2029	1,606,886.30	1,602,718.75	1,611,656.75	3.866
Chase Issuance Trust	ABS	---	05/15/2029	2,940,000.00	2,892,699.97	2,941,181.63	4.425
GM Financial Auto Leasing Trust	ABS	---	03/20/2029	2,300,000.00	2,281,917.14	2,296,429.68	4.463
Toyota Lease Owner Trust	ABS	06/04/2026	02/20/2029	2,000,000.00	1,974,186.44	1,984,921.87	4.404
Hyundai Auto Receivables Trust	ABS	06/09/2026	02/18/2031	1,420,000.00	1,405,357.59	1,419,828.61	4.863
Toyota Auto Receivables Owner Trust	ABS	06/10/2026	11/15/2029	990,000.00	987,504.10	991,121.48	4.302
WF Card Issuance Trust	ABS	06/15/2026	05/15/2030	1,000,000.00	992,945.89	1,001,640.62	4.288
Bank of America Credit Card Trust	ABS	06/17/2026	05/15/2030	373,000.00	369,961.75	373,276.84	4.307
WF Card Issuance Trust	ABS	06/17/2026	04/16/2029	1,500,000.00	1,464,350.00	1,490,566.41	4.355
Toyota Auto Receivables Owner Trust	ABS	06/17/2026	09/15/2030	805,000.00	792,917.40	796,572.66	4.396
Cap One Multi-Asset Execution Trust	ABS	07/09/2026	07/16/2029	2,575,000.00	2,534,547.04	2,574,401.57	4.530
Federal Home Loan Banks	Agency	03/22/2023	03/10/2028	1,500,000.00	1,497,237.00	1,529,865.00	4.053
Farm Credit System	Agency	06/02/2023	06/08/2028	2,000,000.00	1,995,490.39	1,996,034.00	3.919
Farm Credit System	Agency	08/17/2023	08/07/2028	1,000,000.00	995,696.00	989,510.00	4.488
Farm Credit System	Agency	11/09/2023	11/15/2027	2,000,000.00	2,031,100.44	1,992,580.00	4.728
Federal Home Loan Mortgage Corp	Agency CMBS	---	05/25/2028	2,512,000.00	2,472,738.28	2,382,240.00	6.298
Federal Home Loan Mortgage Corp	Agency CMBS	---	04/25/2028	1,499,767.34	1,479,728.94	1,427,063.77	5.111
Federal Home Loan Mortgage Corp	Agency CMBS	10/30/2023	09/25/2028	1,500,000.00	1,470,670.00	1,411,113.28	5.313
Federal Home Loan Mortgage Corp	Agency CMBS	02/27/2024	02/25/2029	3,650,000.00	3,512,981.43	3,445,542.97	4.692
Federal Home Loan Mortgage Corp	Agency CMBS	---	01/25/2029	3,000,000.00	2,817,529.00	2,757,109.38	4.250
Federal Home Loan Mortgage Corp	Agency CMBS	10/01/2024	08/25/2029	2,175,000.00	2,017,629.69	2,041,101.56	3.829
Federal Home Loan Mortgage Corp	Agency CMBS	01/29/2025	11/25/2028	800,000.00	780,456.67	780,343.75	4.540
Federal Home Loan Mortgage Corp	Agency CMBS	11/14/2025	09/25/2030	1,700,000.00	1,476,167.80	1,518,910.16	4.025
Federal Home Loan Mortgage Corp	Agency CMBS	12/16/2025	04/25/2030	1,400,000.00	1,237,062.87	1,272,796.88	3.894
Federal Home Loan Mortgage Corp	Agency CMBS	01/07/2026	10/25/2030	3,000,000.00	2,591,535.50	2,685,000.00	3.979
Federal Home Loan Mortgage Corp	Agency CMBS	01/14/2026	10/25/2030	3,000,000.00	2,586,519.00	2,682,539.06	3.966
Federal Home Loan Mortgage Corp	Agency CMBS	02/03/2026	01/25/2031	1,500,000.00	1,319,639.50	1,366,406.25	4.109
Federal Home Loan Mortgage Corp	Agency CMBS	04/20/2026	01/25/2031	2,000,000.00	1,737,344.67	1,809,375.00	4.089
Federal Home Loan Mortgage Corp	Agency CMBS	05/26/2026	12/25/2030	3,000,000.00	2,591,939.50	2,660,625.00	4.430
Federal Home Loan Mortgage Corp	Agency CMBS	---	08/25/2030	3,000,000.00	2,598,272.00	2,658,515.63	4.453
Federal Home Loan Mortgage Corp	Agency CMBS	06/16/2026	09/25/2030	3,000,000.00	2,600,247.50	2,668,710.94	4.402
Federal Home Loan Mortgage Corp	Agency CMBS	06/25/2026	01/27/2031	3,000,000.00	2,634,907.00	2,719,687.50	4.392
Cash	Cash	---	09/30/2026	(0.00)	(0.00)	(0.00)	0.000
Cash	Cash	---	09/30/2026	15,566.85	15,566.85	15,566.85	---
Walmart Inc.	Corporate	---	04/15/2028	1,250,000.00	1,253,481.67	1,239,252.50	4.099
Mastercard Incorporated	Corporate	---	03/09/2028	1,350,000.00	1,352,037.38	1,348,072.20	4.931
Merck & Co., Inc.	Corporate	06/01/2023	05/17/2028	1,000,000.00	1,000,447.00	997,360.00	4.109
Prudential Financial, Inc.	Corporate	06/01/2023	05/30/2028	500,000.00	507,620.83	502,005.00	5.008
Morgan Stanley	Corporate	10/27/2023	10/18/2028	1,000,000.00	1,039,673.89	1,002,120.00	6.234
JPMorgan Chase & Co.	Corporate	10/27/2023	07/25/2028	1,000,000.00	1,007,136.50	958,670.00	6.368
Bank of America Corporation	Corporate	12/18/2023	07/22/2028	1,000,000.00	1,008,740.67	996,710.00	5.543
Massachusetts Mutual Life Insurance	Corporate	01/09/2024	01/17/2029	780,000.00	778,164.23	779,898.60	4.853
Eli Lilly and Company	Corporate	02/07/2024	02/09/2029	935,000.00	928,321.30	934,382.90	4.515
Deere & Company	Corporate	02/20/2024	01/16/2029	500,000.00	496,552.00	495,830.00	4.691
Toyota Motor Corporation	Corporate	02/20/2024	01/05/2029	1,000,000.00	997,714.33	992,770.00	4.817
Cisco Systems, Inc.	Corporate	---	02/26/2029	1,500,000.00	1,495,170.42	1,501,104.25	4.833
Northwestern Mutual Global Funding	Corporate	02/29/2024	01/10/2029	750,000.00	747,468.38	740,122.50	5.018
Blackrock, Inc.	Corporate	03/05/2024	03/14/2029	1,740,000.00	1,725,062.87	1,736,850.60	4.741
Met Tower Global Funding	Corporate	05/28/2024	04/12/2029	500,000.00	509,563.42	499,395.00	5.277
Massachusetts Mutual Life Insurance	Corporate	05/28/2024	05/30/2029	500,000.00	505,837.86	498,975.00	5.197
PepsiCo, Inc.	Corporate	07/15/2024	07/17/2029	1,140,000.00	1,129,295.40	1,138,233.00	4.535
Meta Platforms, Inc.	Corporate	---	08/15/2029	1,500,000.00	1,473,563.17	1,500,395.13	4.294
Caterpillar Inc.	Corporate	08/16/2024	08/16/2029	1,500,000.00	1,470,359.63	1,502,595.00	4.336
JPMorgan Chase & Co.	Corporate	09/12/2024	07/23/2029	1,000,000.00	988,109.00	995,730.00	4.323
Guardian Life Global Funding	Corporate	09/23/2024	09/26/2029	1,220,000.00	1,177,424.95	1,220,000.00	4.179
Caterpillar Inc.	Corporate	11/22/2024	11/15/2029	1,000,000.00	1,000,577.56	999,600.00	4.709
State Street Corporation	Corporate	11/29/2024	11/23/2029	2,000,000.00	2,001,427.33	2,016,280.00	4.597
Metropolitan Life Global Funding I	Corporate	01/02/2025	01/09/2030	1,440,000.00	1,427,597.44	1,437,033.60	4.947
Massachusetts Mutual Life Insurance	Corporate	01/03/2025	01/10/2030	1,050,000.00	1,040,336.33	1,049,496.00	4.961
Toyota Motor Corporation	Corporate	01/06/2025	01/09/2030	1,550,000.00	1,544,635.45	1,546,683.00	4.999
Morgan Stanley	Corporate	01/13/2025	01/16/2030	1,350,000.00	1,349,998.76	1,339,537.50	5.391
PepsiCo, Inc.	Corporate	02/07/2025	02/07/2030	1,000,000.00	985,844.00	994,710.00	4.720
Bank of America Corporation	Corporate	02/12/2025	02/07/2030	1,000,000.00	971,199.00	958,580.00	5.137
PACCAR Inc	Corporate	05/05/2025	05/08/2030	2,160,000.00	2,146,862.04	2,156,652.00	4.585
Eli Lilly and Company	Corporate	05/16/2025	02/12/2030	1,000,000.00	989,214.28	1,011,760.00	4.466
Prudential Financial, Inc.	Corporate	08/19/2025	05/28/2030	1,500,000.00	1,480,955.00	1,519,215.00	4.398
CME Group Inc.	Corporate	09/12/2025	03/15/2030	2,000,000.00	1,945,299.11	2,032,560.00	3.995
Wells Fargo & Company	Corporate	09/26/2025	09/15/2029	2,000,000.00	1,952,272.89	1,990,760.00	4.445
Guardian Life Global Funding	Corporate	09/30/2025	10/06/2030	1,650,000.00	1,607,058.80	1,650,000.00	4.327
Deere & Company	Corporate	11/04/2025	10/15/2030	2,000,000.00	1,963,095.22	2,013,840.00	4.218
Northern Trust Corporation	Corporate	11/12/2025	11/19/2030	1,800,000.00	1,739,749.80	1,799,118.00	4.161
Meta Platforms, Inc.	Corporate	11/12/2025	11/15/2030	1,250,000.00	1,204,174.58	1,255,000.00	4.109
Amazon.com, Inc.	Corporate	12/11/2025	11/20/2030	2,000,000.00	1,928,474.89	2,002,620.00	4.070
New York Life Insurance Company	Corporate	01/05/2026	01/09/2031	1,065,000.00	1,020,595.42	1,063,296.00	4.286
Northwestern Mutual Global Funding	Corporate	01/06/2026	01/13/2031	1,325,000.00	1,273,985.73	1,324,880.75	4.302
Visa Inc.	Corporate	02/03/2026	02/12/2031	1,310,000.00	1,259,502.85	1,308,244.60	4.130
Salesforce, Inc.	Corporate	03/12/2026	03/15/2028	1,320,000.00	1,310,011.56	1,323,201.00	4.369
BNY Mellon Corp	Corporate	05/15/2026	02/11/2031	1,500,000.00	1,478,987.83	1,511,670.00	4.710
Merck & Co., Inc.	Corporate	05/21/2026	05/22/2031	1,500,000.00	1,474,514.25	1,500,330.00	4.646
The Goldman Sachs Group, Inc.	Corporate	---	06/03/2029	2,000,000.00	2,005,492.67	2,000,955.80	4.597
Mastercard Incorporated	Corporate	06/04/2026	06/08/2031	2,150,000.00	2,099,528.51	2,148,280.00	4.618
Abbott Laboratories	Corporate	06/05/2026	03/15/2031	2,000,000.00	1,886,869.56	1,944,000.00	4.660
NVIDIA Corporation	Corporate	---	06/15/2031	2,295,000.00	2,224,164.83	2,292,939.50	4.521
BNY Mellon Corp	Corporate	06/17/2026	07/26/2030	900,000.00	887,213.10	901,350.00	4.542
Alphabet Inc.	Corporate	06/23/2026	02/15/2031	2,000,000.00	1,904,631.78	1,960,820.00	4.572
Amazon.com, Inc.	Corporate	07/07/2026	07/09/2031	1,570,000.00	1,535,975.48	1,568,006.10	4.829
First American Govt Oblig Fund	Money Market Fund	---	09/30/2026	3,460,618.49	3,460,618.49	3,460,618.49	3.460
State of California	Municipal Bonds	10/30/2024	08/01/2029	1,755,000.00	1,732,485.11	1,764,248.85	4.377
International Bank for Recon and Dev	Supranational	08/25/2023	07/12/2028	2,500,000.00	2,460,341.39	2,385,525.00	4.558
Inter-American Development Bank	Supranational	02/20/2024	02/15/2029	2,500,000.00	2,464,982.08	2,474,725.00	4.352
International Bank for Recon and Dev	Supranational	12/12/2024	10/16/2029	1,750,000.00	1,724,994.25	1,721,510.00	4.250
International Bank for Recon and Dev	Supranational	03/14/2025	03/20/2030	2,000,000.00	1,944,760.83	1,993,200.00	4.201
United States	US Treasury	---	10/31/2027	1,000,000.00	1,011,871.23	1,005,632.81	3.998
United States	US Treasury	---	12/31/2027	1,500,000.00	1,499,513.70	1,520,419.92	3.568
United States	US Treasury	06/01/2023	05/31/2028	2,000,000.00	1,986,240.75	1,993,046.88	3.702
United States	US Treasury	08/21/2023	07/31/2028	2,500,000.00	2,486,124.32	2,463,964.84	4.453
United States	US Treasury	09/25/2023	08/31/2028	400,000.00	397,951.82	395,781.25	4.616
United States	US Treasury	10/26/2023	10/31/2028	3,000,000.00	3,060,266.45	3,002,929.69	4.853
United States	US Treasury	02/16/2024	01/31/2029	2,000,000.00	1,972,774.26	1,972,500.00	4.311
United States	US Treasury	04/29/2024	03/31/2029	1,000,000.00	981,011.32	976,367.19	4.668
United States	US Treasury	05/03/2024	04/30/2029	2,500,000.00	2,529,051.55	2,515,966.80	4.480
United States	US Treasury	---	05/31/2029	4,400,000.00	4,416,354.58	4,442,750.00	4.279
United States	US Treasury	07/18/2024	06/30/2029	1,500,000.00	1,488,747.73	1,510,605.47	4.090
United States	US Treasury	---	08/31/2029	6,500,000.00	6,282,778.33	6,539,550.78	3.490
United States	US Treasury	10/04/2024	09/30/2029	2,000,000.00	1,918,318.31	1,976,250.00	3.764
United States	US Treasury	11/19/2024	10/31/2029	3,000,000.00	2,978,076.68	2,985,234.38	4.236
United States	US Treasury	12/16/2024	11/30/2029	2,000,000.00	1,976,943.41	1,988,515.63	4.254
United States	US Treasury	04/04/2025	03/31/2030	2,000,000.00	1,911,605.18	2,000,078.13	3.624
United States	US Treasury	05/08/2025	04/30/2030	3,000,000.00	2,937,204.10	2,983,593.75	3.997
United States	US Treasury	---	05/31/2030	5,000,000.00	4,896,508.11	4,998,007.81	4.009
United States	US Treasury	07/09/2025	06/30/2030	3,000,000.00	2,912,072.40	2,989,687.50	3.952
United States	US Treasury	08/21/2025	07/31/2030	2,500,000.00	2,416,126.33	2,502,734.38	3.850
United States	US Treasury	---	08/31/2030	4,000,000.00	3,812,573.13	3,987,734.37	3.693
United States	US Treasury	10/30/2023	10/15/2026	3,000,000.00	3,064,427.62	2,978,789.06	4.884
United States	US Treasury	11/05/2025	10/31/2030	1,500,000.00	1,444,766.76	1,490,566.41	3.764
United States	US Treasury	11/09/2023	11/15/2026	1,500,000.00	1,526,699.14	1,496,308.59	4.714
United States	US Treasury	---	11/15/2026	1,000,000.00	1,004,723.35	923,117.19	4.095
United States	US Treasury	12/03/2025	11/30/2030	2,500,000.00	2,384,678.24	2,485,644.53	3.627
United States	US Treasury	02/27/2024	02/15/2027	3,000,000.00	3,014,374.03	2,971,171.88	4.474
United States	US Treasury	---	03/31/2027	3,000,000.00	2,974,106.04	2,851,679.68	4.023
United States	US Treasury	04/08/2026	03/31/2031	3,000,000.00	2,857,936.37	2,993,789.06	3.921
United States	US Treasury	05/11/2026	04/30/2028	3,000,000.00	2,998,796.80	2,990,273.44	3.922
United States	US Treasury	05/21/2026	02/15/2029	3,000,000.00	2,917,785.33	2,952,539.06	4.116
United States	US Treasury	05/22/2026	04/30/2031	3,000,000.00	2,904,039.10	2,949,375.00	4.258
United States	US Treasury	06/05/2026	07/31/2029	3,000,000.00	2,943,576.39	2,981,835.94	4.206
United States	US Treasury	---	06/30/2027	1,000,000.00	999,315.32	968,453.13	4.000
United States	US Treasury	07/21/2026	06/30/2031	3,000,000.00	2,912,563.78	2,968,710.94	4.361
United States	US Treasury	---	08/31/2031	6,000,000.00	5,843,415.28	5,894,765.62	4.780
United States	US Treasury	09/21/2026	07/31/2031	2,500,000.00	2,444,012.31	2,451,074.22	4.831
				258,598,338	251,569,422	254,112,659	4.37

Attachment E: Statement of Transactions at USBank

Marin Clean Energy
Statement of Transactions at USBank
For September 2026

Transaction Type	Settlement Date	Security Description	Acq/Disp Yield	Amount	Purchased/ Sold Interest	Total Amount	Net Realized Gain/Loss
Buy	09/22/2026	UNITED STATES TREASURY 4.375 07/31/2031	4.831	(2,451,074.22)	15,752.38	(2,466,826.60)	0
Buy	09/29/2026	UNITED STATES TREASURY 4.375 08/31/2031	5.053	(2,912,226.56)	10,514.50	(2,922,741.06)	0
Buy Total				**(5,363,301)**	**26,267**	**(5,389,568)**	**-**

No securities were sold in September.

PORTFOLIO SUMMARY

Marin Clean Energy | Account #10993 | As of September 30, 2026

Portfolio Characteristics

Average Modified Duration	2.52
Average Coupon	3.93%
Average Purchase YTM	4.37%
Average Market YTM	5.07%
Average Credit Quality*	AA+
Average Final Maturity	2.97
Average Life	2.80

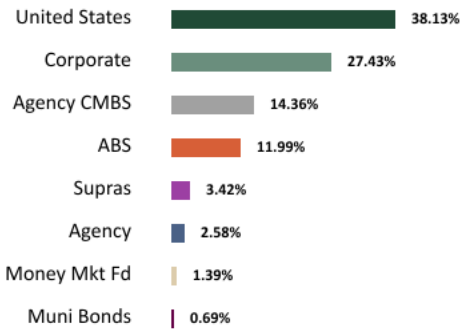
Account Summary

	End Values as of 08/31/2026	End Values as of 09/30/2026
Market Value	252,285,483.43	249,605,726.22
Accrued Interest	1,908,147.10	1,963,696.22
Total Market Value	**254,193,630.53**	**251,569,422.44**
Income Earned	926,616.00	910,862.56
Cont/WD	0.00	0.00
Par	257,687,442.74	258,598,338.21
Book Value	254,478,942.76	255,335,541.20
Cost Value	253,301,892.72	254,112,659.18

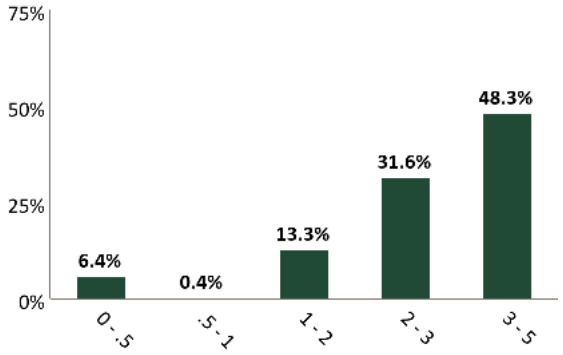
Top Issuers

United States	38.13%
Federal Home Loan Mortgage Corp	14.36%
International Bank for Recon and Dev	2.43%
Farm Credit System	1.99%
Chase Issuance Trust	1.60%
American Express Credit Master Trust	1.48%
Hyundai Auto Receivables Trust	1.47%
First American Govt Oblig Fund	1.39%

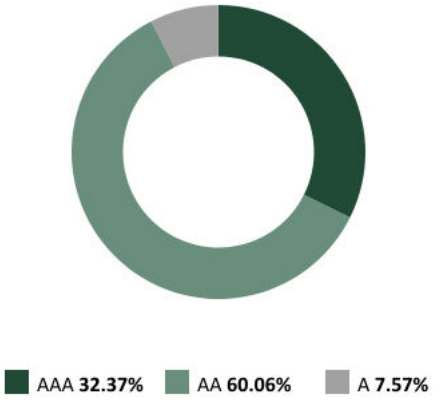
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/23)
Marin Clean Energy	(1.03%)	(0.93%)	(0.29%)	0.83%	2.49%	4.34%	--	--	3.86%
Benchmark Return	(0.97%)	(0.82%)	(0.39%)	0.72%	2.24%	3.94%	--	--	3.47%
Secondary Benchmark Return	(1.00%)	(0.85%)	(0.37%)	0.74%	2.31%	4.06%	--	--	--

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
Secondary Benchmark: ICE BofA 1-5 Year Gov/Corp A or better

Marin Clean Energy
Statement of Investments held at River City Bank
As of 9/30/2026

Investment Description	Purchase Date	Maturity Date	Interest Rate	Purchase Price	Yield	Most Recent Price (MTM)	% Total Portfolio
River City Bank CDARS, 52 weeks	7/30/2026	7/29/2027	4.09%	2,000,000	4.17%	2,000,000	4.60%
River City Bank CDARS, 52 weeks	6/18/2026	6/17/2027	4.05%	4,000,000	4.13%	4,000,000	9.20%
River City Bank CDARS, 52 weeks	6/4/2026	6/3/2027	4.05%	4,000,000	4.13%	4,000,000	9.20%
River City Bank CDARS, 52 weeks	5/28/2026	5/27/2027	4.01%	4,000,000	4.09%	4,000,000	9.20%
River City Bank CDARS, 52 weeks	5/7/2026	5/6/2027	3.93%	5,251,428	4.01%	5,251,428	12.07%
River City Bank CDARS, 52 weeks	8/6/2026	8/5/2027	3.72%	5,000,000	3.79%	5,000,000	11.50%
River City Bank CDARS, 52 weeks	8/13/2026	8/12/2027	3.90%	5,000,000	3.98%	5,000,000	11.50%
River City Bank CDARS, 2 years	1/9/2025	1/7/2027	4.40%	4,000,000	4.50%	4,000,000	9.20%
River City Bank CDARS, 52 weeks	2/19/2026	2/18/2027	3.48%	5,000,000	3.54%	5,000,000	11.50%
River City Bank CDARS, 52 weeks	11/20/2025	11/19/2026	3.67%	5,000,000	3.74%	5,000,000	11.50%
River City Bank CDARS, 26 weeks	4/30/2026	10/29/2026	4.40%	238,701	4.50%	238,701	0.55%
Total				**$43,490,129**		**$43,490,129**	**100%**
Weighted Average Interest and Yield on All Investments			**3.90%**		**3.98%**		

Attachment H: Statement of Transactions at River City Bank

Marin Clean Energy
Statement of Transactions at River City Bank
For September 2026

Transaction Type	Investment Description	Effective Date	Maturity/Purchase Date	Principal	Interest Paid	Total Amount	Realized Gain	Realized Loss	Annualized Yield
No CDARS were sold, bought or matured in September									



Q3 CY2026

Marketing & Communications

Quarterly Executive Report

July – September 2026

Marketing Summary



240,730
emails sent

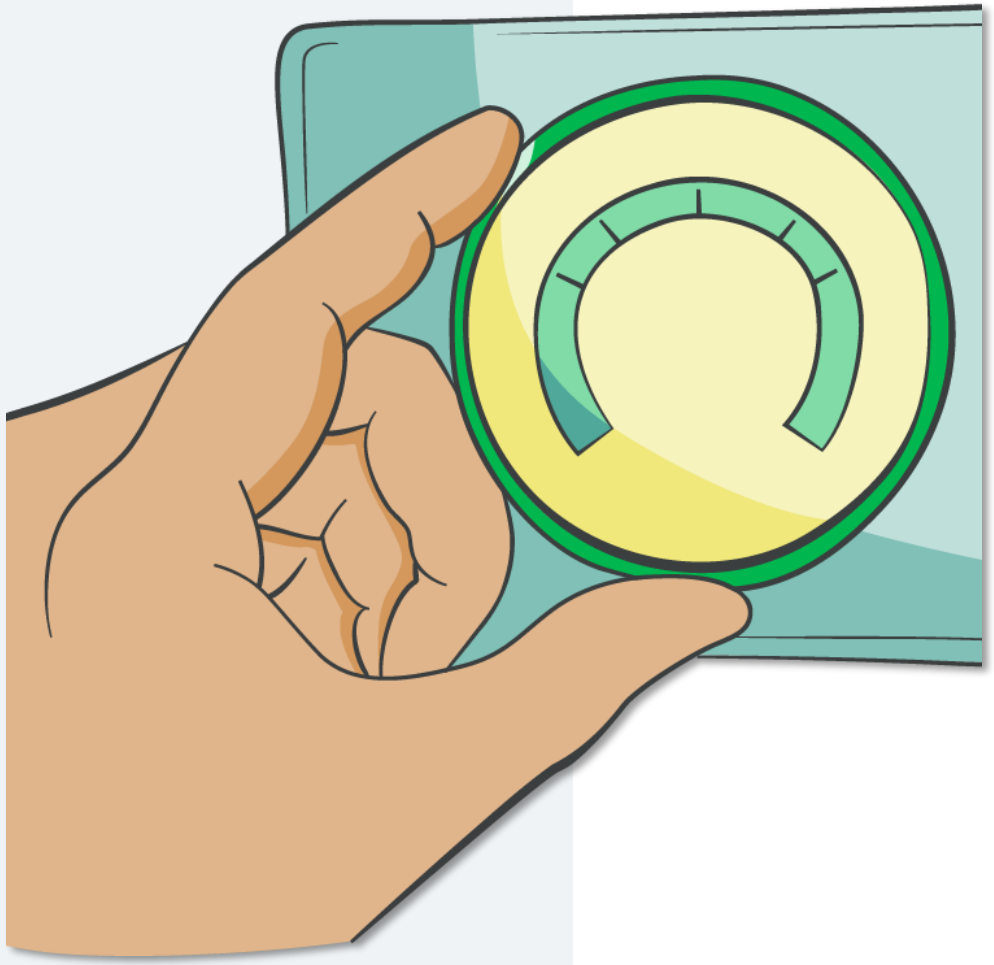
50
email campaigns

3
ad campaigns

138,290
mailers sent

14
mailer campaigns

1
new webpage



Marketing Highlights

- Contractor Finder Tool receives Public Relations Society of America (PRSA) Influence Award in the Electronic/Digital Category, marking the second award recognition for MCE's online tool.

- The Good Energy Brand Awareness campaign video, "I Dumped My Toxic Ex" delivered 4.84% click-through rate (nearly 5x the benchmark) and drove traffic to the heat pump rebates page

- The Summer 4 to 9 advertising campaign video, "Money Saving Tips" resulted in the historically highest click-through rate out of all MCE ad assets (6.08%).

Website Analytics

143k

web users in Q3

Device used

1. mobile (56%)
2. desktop (40%)
3. tablet (3%)

User languages

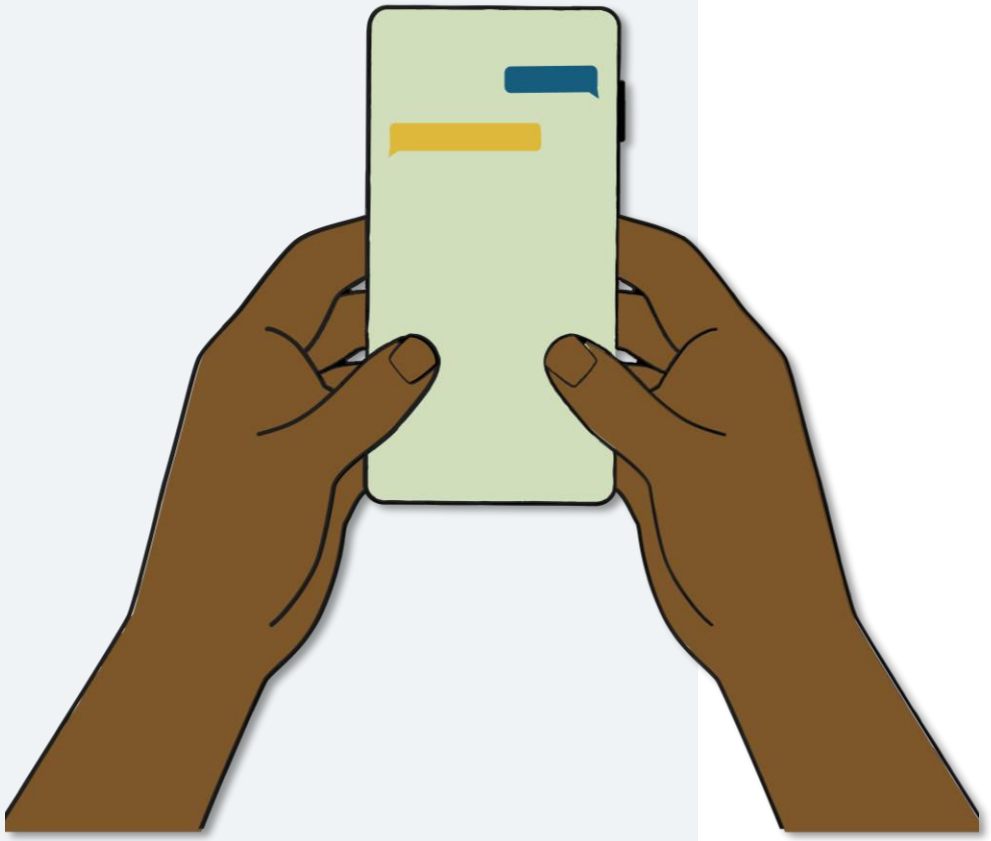
1. English (82%)
2. Spanish (14%)
3. Chinese (4%)

Most viewed pages

1. 4-9 Energy Savings (62.5k)
2. Heat Pump Rebates (34k)
3. homepage (18k)
4. EV Instant Rebate (8k)
5. CARE & FERA (5k)

How users find us

1. Paid social (66k)
2. Direct link (44k)
3. Organic search (13k)
4. Email (5k)



New Optimizations and Efficiencies

- **Launched Customer Program post-participation surveys to capture participant feedback and insights** → Result: Increased visibility into customer experience to support program improvement and satisfaction.
- **Optimized contact info synchronization between CRM and marketing email systems** → Result: Improved contact data management while reducing contact volume and overage costs.
- **Launched automated Solar Storage Credit customer journey, replacing manual outreach** → Result: Reduced staff manual processing and enabled timely personalized outreach, supporting faster customer enrollment, savings, and grid benefits. This program has since closed to new enrollments.
- **Established a dedicated email sending domain (mcecleanenergy.org)** → Result: Strengthened email performance through improved email deliverability, and reduced spam complaint.



AGENCY GOAL 1A

Increase or maintain customer enrollments in energy services

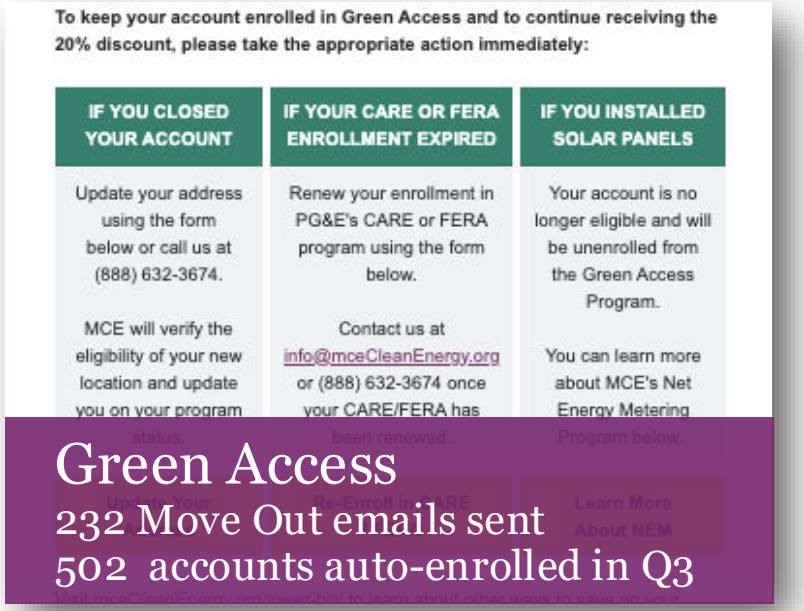
Ongoing Notices



New Move In

30,966 emails + 22,764 mailers sent
26,209 new accounts this quarter

Enrollment notices for residents and business that have moved into MCE's service area



Green Access

232 Move Out emails sent
502 accounts auto-enrolled in Q3

Notices for customers on Green Access (100% renewable service at 20% discount) requiring proof of continued eligibility



Deep Green Welcome

57 emails sent
38,591 total accounts

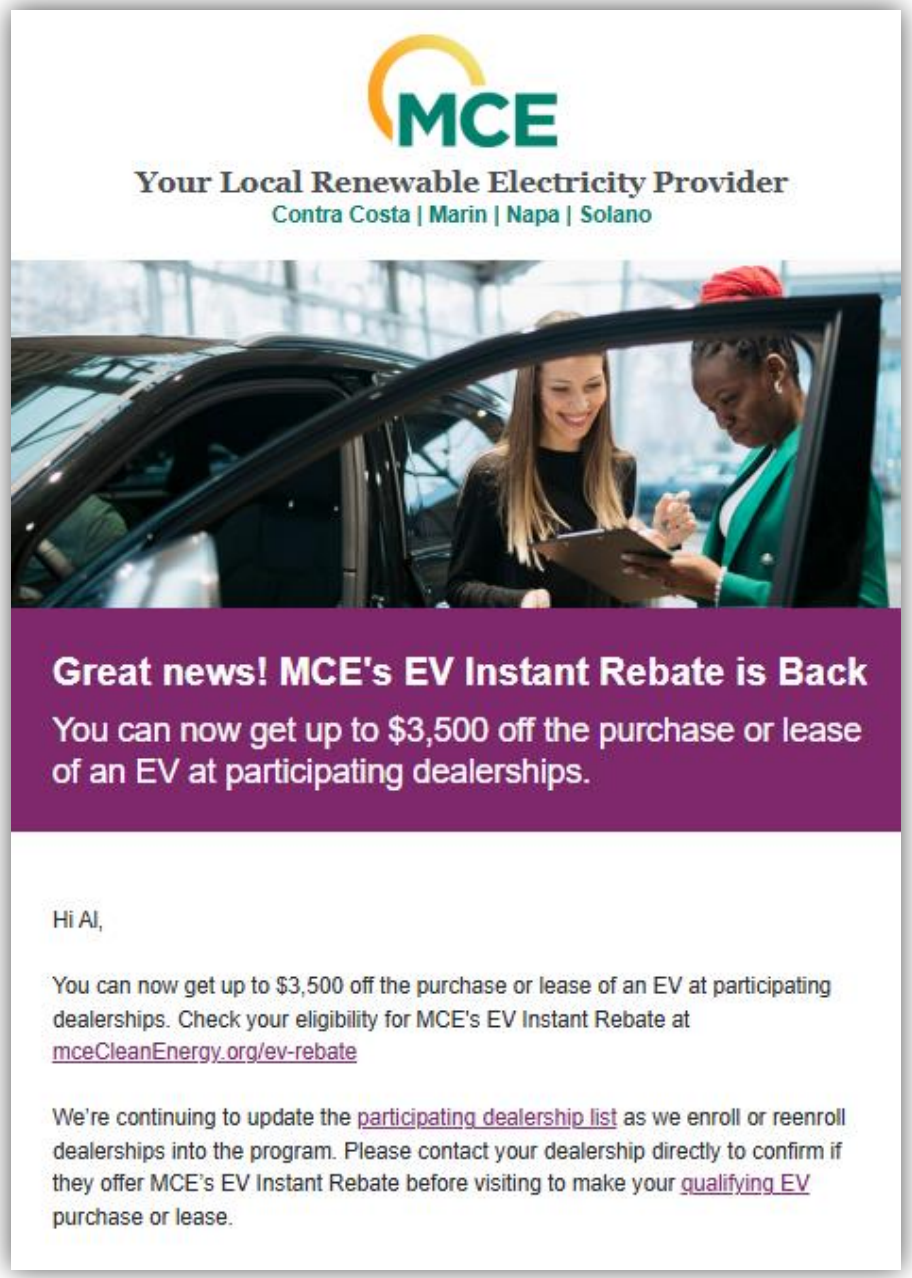
Confirmation email welcoming customers who have opted-up to Deep Green 100% renewable energy

Marketing Team: Lead: Allen Chiu, Spike Lomibao, Madeline Sarvey, Sarah Dillemuth



AGENCY GOAL 1C

Increase participation in programs



EV Instant Rebate

Campaign Results

Target Audience: Customers who signed up to be notified when program reopens

Message: MCE's EV Instant Rebate is back

Call to action: Check your eligibility

Campaign + materials created:

- 587 emails sent
- Webpages updated:
  - Program Webpage
  - Participating Dealerships
  - Qualifying EVs and Plug-in Hybrids
  - Dealership Enrollment Webpage

Outcomes:

- 56.4% (331) visited the program page and stayed for an average of 1.5 minutes

Marketing Team: Lead: Kalicia Pivirotto; Support: Allen Chiu



Paired with the Good Energy brand awareness ad campaign

Residential Flex Market

Campaign Results

Target Audience: Licensed residential HVAC contractors

Message: Heat pump heating and cooling, and water heater rebates available through MCE's Flex Market program to help you close more projects

Call to action: Complete the interest form to get started

Campaign + materials created:

- 125 emails sent
- 534 mailers sent

Outcomes:

- 1.7% (9) form submissions, within 1-3% industry standard

Marketing Team: Lead: Jayne Hollen; Support: Madeline Sarvey, Sarah Dillemuth, JSR Strategies



SBEA customers were auto-enrolled in MCE's Cares Credit!

Small Business Energy Advantage

Target Audience: Novato small businesses

Message: Free energy assessments and upgrades for small businesses in Novato

Call to action: Submit an interest form

Campaign + materials created:

- 376 enrollment bilingual emails and 541 bilingual postcards sent
- 219 follow up bilingual emails sent

Outcomes:

- 2% (11) enrollments, within 1-3% industry standards

Marketing Team: Lead: Jayne Hollen, Sarah Dillemuth; Support: JSR Strategies



AGENCY GOAL 1E

Advance clean resource development



19 contractors in attendance at MCE's San Rafael office

Marin Contractors Training Event

Target Audience: Contractors who serve homes in Marin

Message: Gain a competitive edge by preparing for the Bay Area Air District's changes affecting gas water heaters

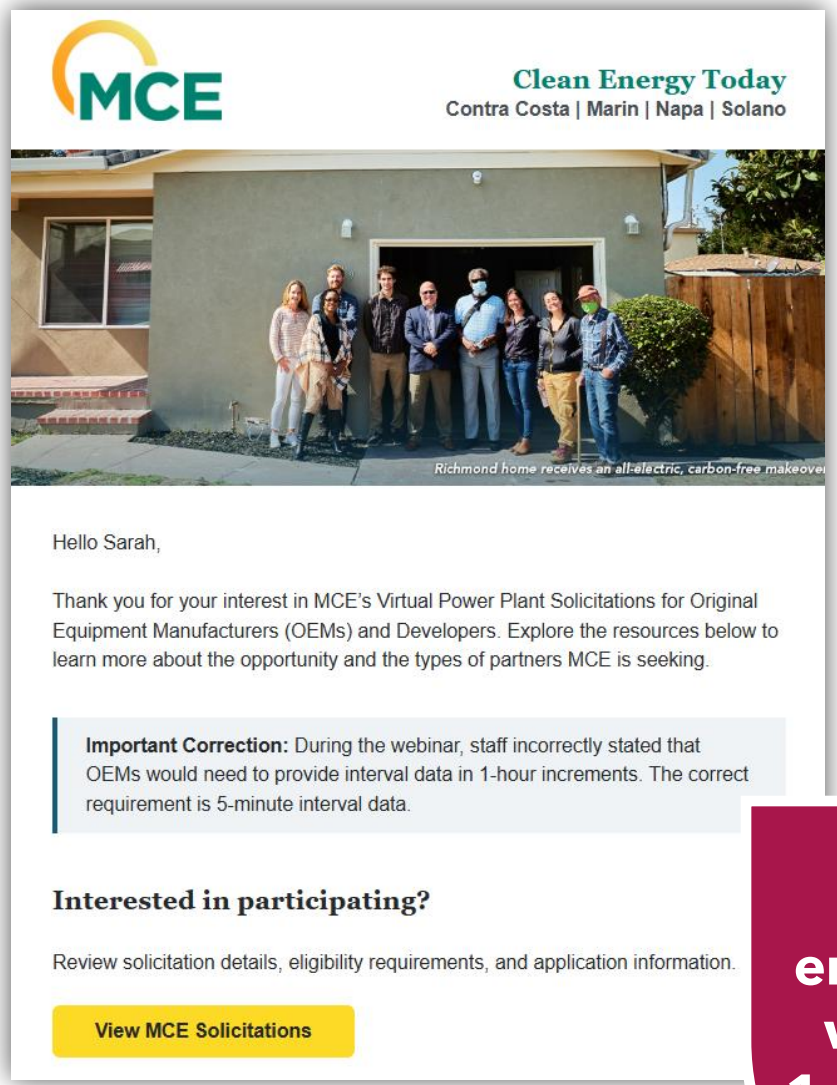
Call to action: Register for the event

Campaign + materials created:

- 154 emails sent
- 200 mailers sent to support event partner BayREN's outreach

Outcomes: 19 (9.5%) contractors attended at MCE's San Rafael office, well above 2-4% industry standard

Marketing Team: Lead: Jayne Hollen; Support: Sarah Dillemuth



13% engagement, well above 1-3% industry average!

Virtual Power Plant

Pre-Bid Webinars

Target Audience: Original Equipment Manufacturers and developers who attended the pre-bid webinar

Message: Explore these resources to learn more about the solicitation and the types of partners MCE is seeking

Call to action: Review Virtual Power Plant Solicitations webpage

Campaign + materials created:

- 54 post-event emails sent

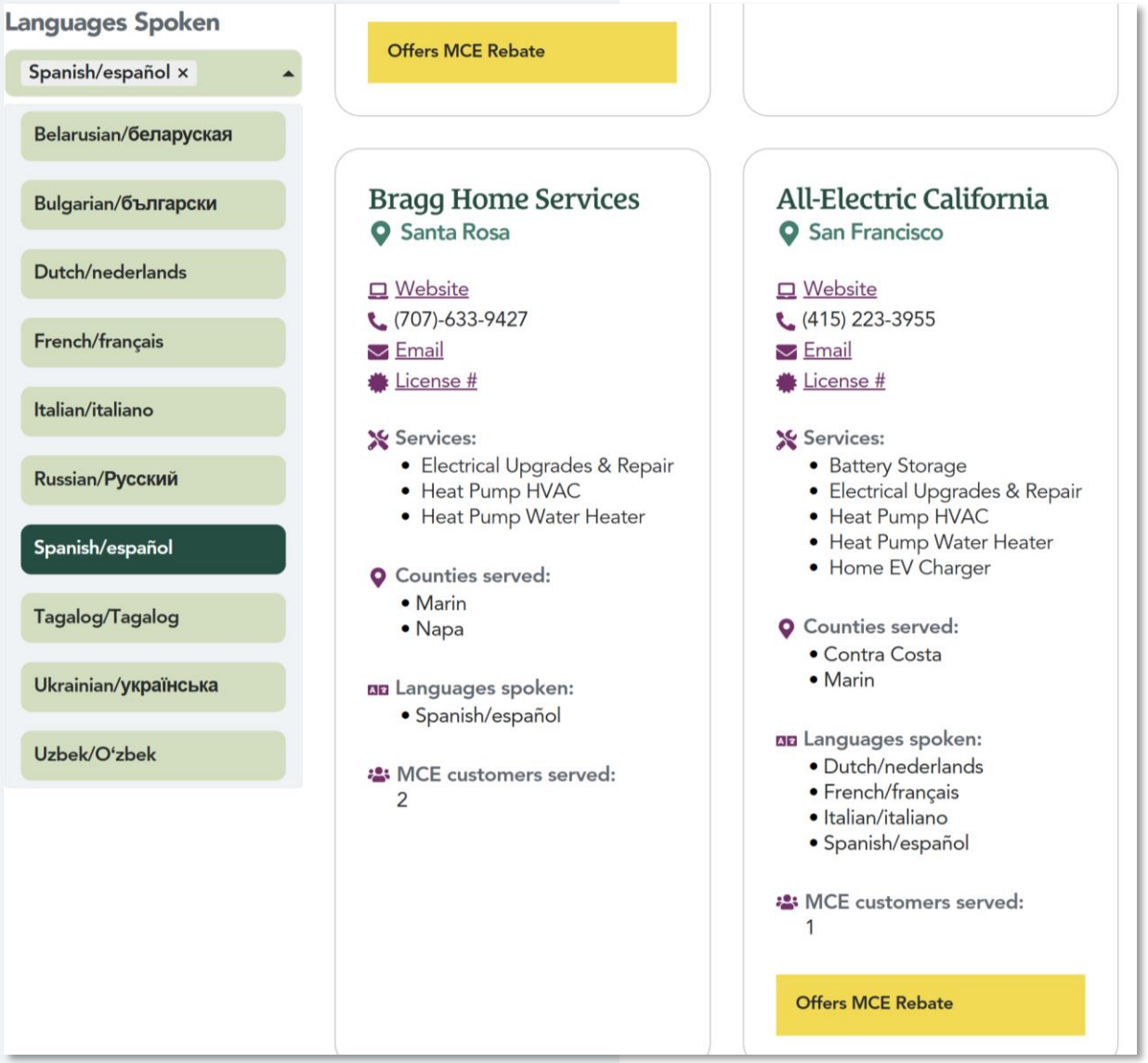
Outcomes: 7 (13%) webpage visits, above 1-3% industry average

Marketing Team: Lead: Sarah Dillemuth, Ayaka Emoto



AGENCY GOAL 2C

Improve language access and culturally relevant outreach



Contractor Finder

Language Filter

Purpose: Launched a new language filter for our online Contractor Finder tool to help households connect with electrification professionals who speak their preferred language. The Contractor Finder tool includes residential contractors who participate in at least one MCE contractor program.

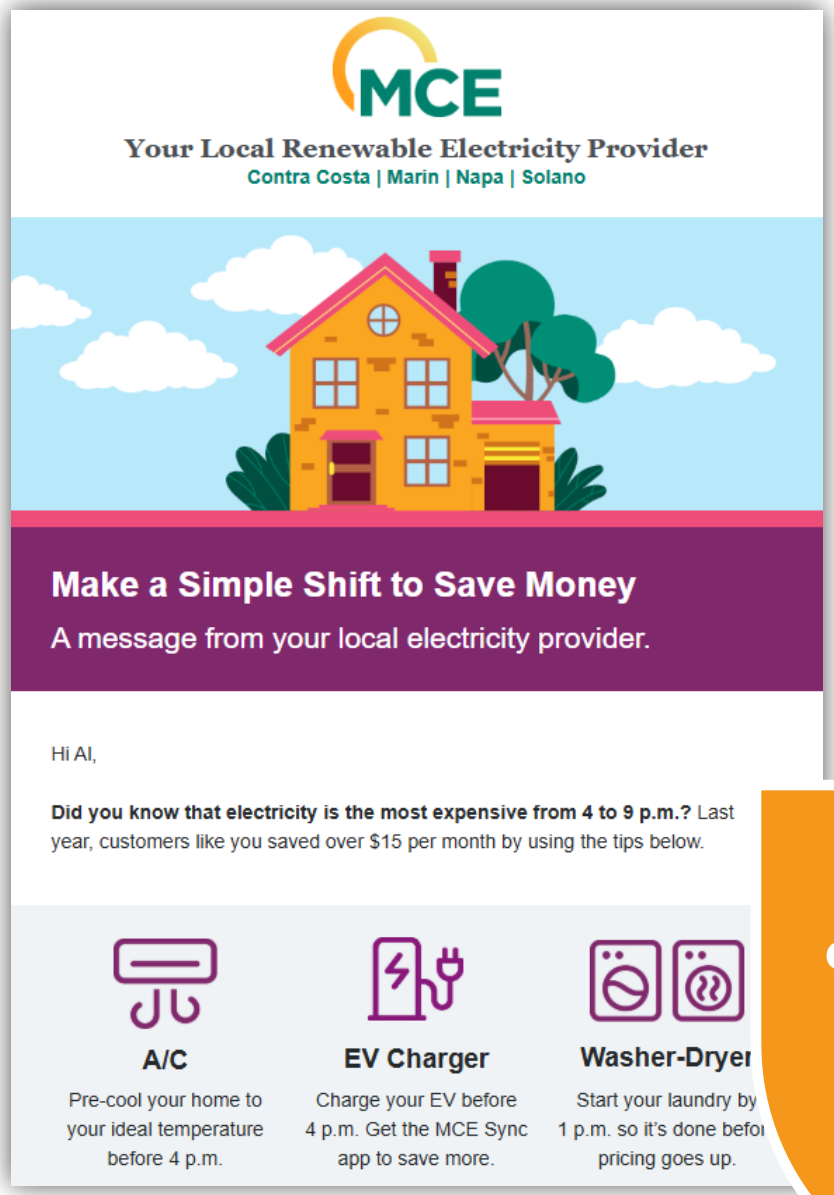
Marketing Team: Lead: Nicole Busto, JSR Strategies; Support: Jayne Hollen



AGENCY GOAL 3C

Expand bill savings through customer programs

4-9 Summer Direct Marketing Campaign



Mailers and emails paired with 4-9 ad campaign to enhance visibility

Target customers: Non-residential and residential customers with high energy usage during 4-9 p.m.

Message: Save on your energy bills with a simple shift

Call to action: Use less energy from 4 to 9 p.m. Also, for non-residential: meet with MCE's energy experts; for residential: find rebates with MCE's Rebate Finder; for EV drivers: download MCE Sync

Campaign + materials created:

- Non-residential: 1,212 mailers and 1,121 emails sent
- EV drivers: 7,565 mailers and 7,215 emails sent
- Residential on E-ELEC rate: 2,137 mailers and 2,099 emails sent
- Residential on TOU rates: 4,579 mailers and 3,936 emails sent (co-branded variations with Cities of Concord and Walnut Creek)

Outcomes: Results in Q4 2026 Executive Report

Marketing Team: Leads: Ayaka Emoto, Allen Chiu; Support: Spike Lomibao

4-9 Summer Ad Campaign Performance

Messaging

- Supercharge your savings before 4 p.m.
- Charge your electric vehicle before 4 p.m.
- Save money when using appliances.
- Turn on the savings.

Ad Placements

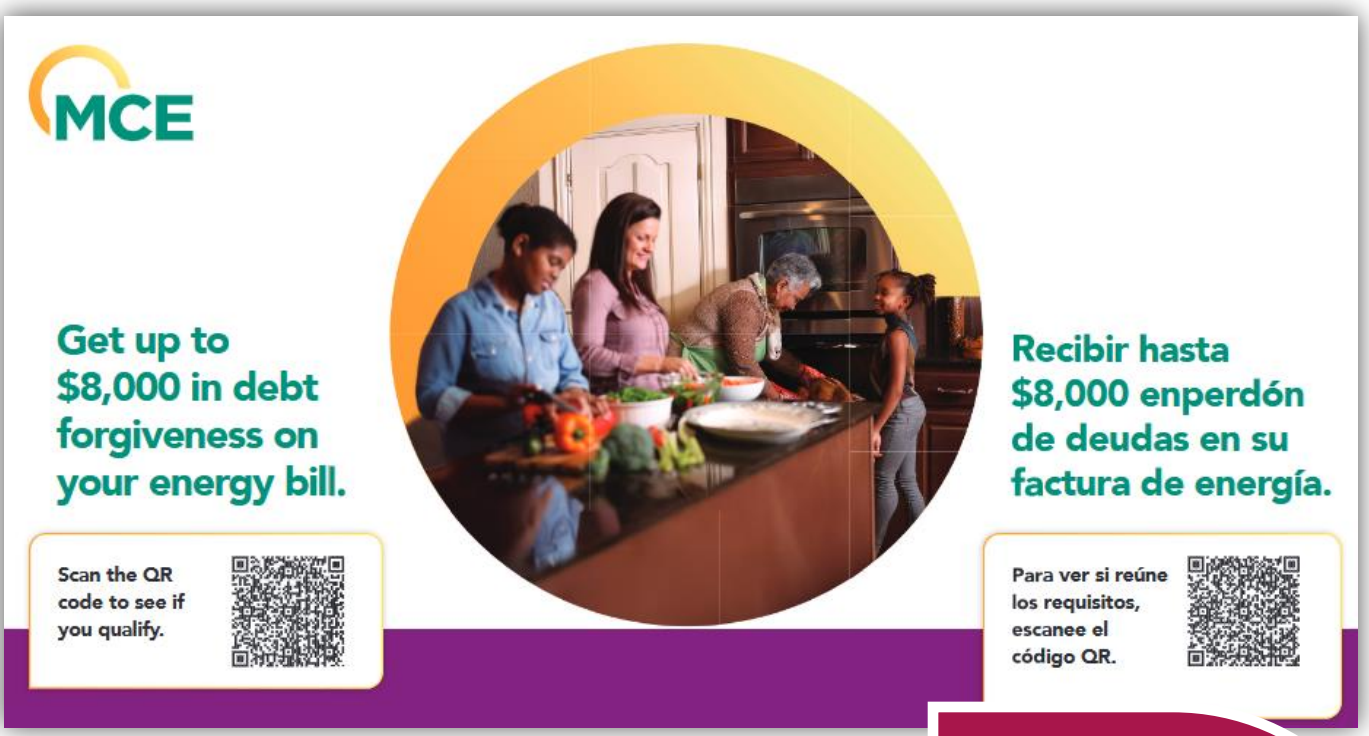
- Social Media (static + animated): Over 850k impressions
- User-Generated Videos: Over 1.2M impressions
- Streaming Audio: +3M impressions

Timeframe: June 19 - August 30, 2026

Marketing Team: Lead: Heather Jordan; Vendor: MLT







$1.28M in late payments collected in Q3

Arrearage Management Plan

Target customers: Residential customers in arrears

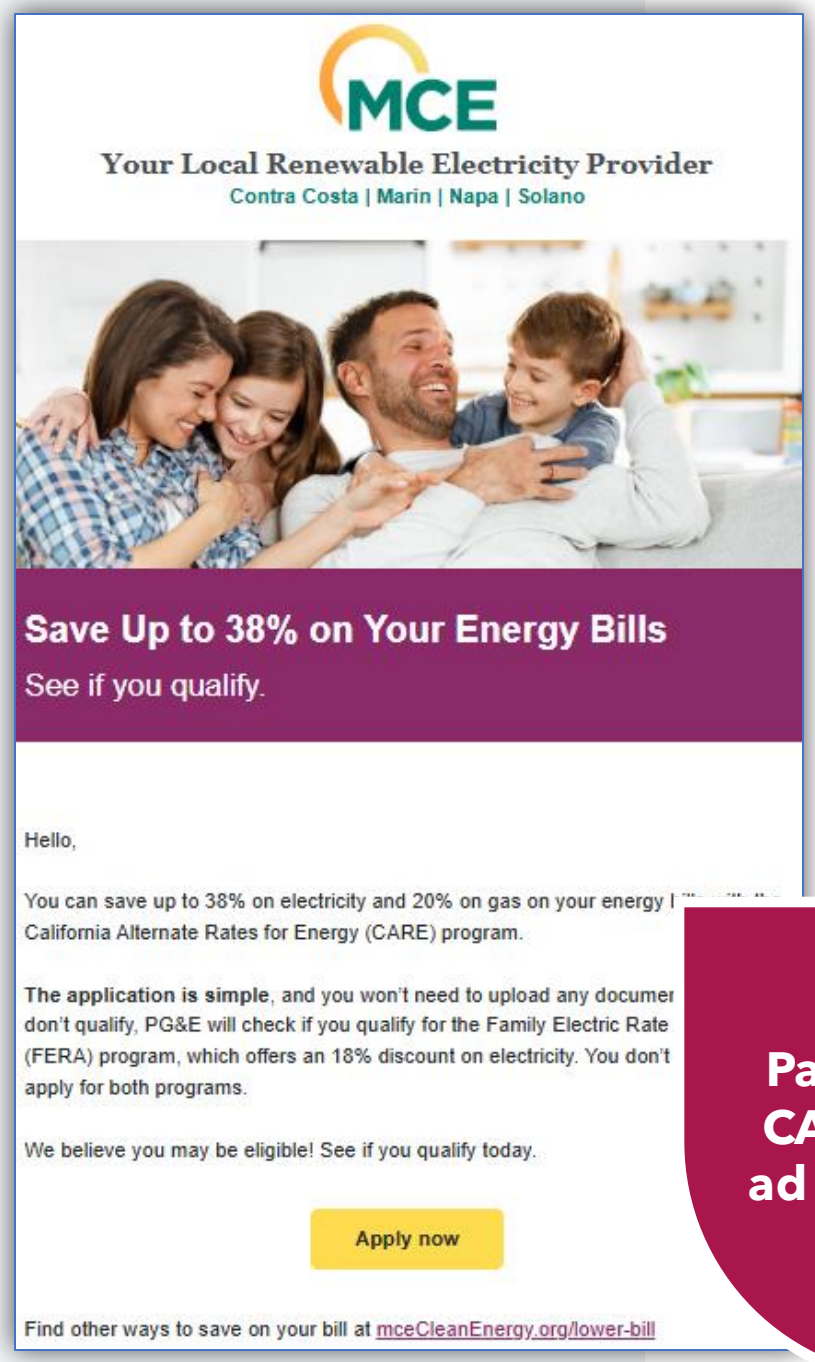
Message: Get up to $8,000 in debt forgiveness

Call to action: Enroll in Arrearage Management Plan

Campaign + materials created:
- 4,277 English email and Spanish email sent
- 994 bilingual postcards sent

Outcomes: Enrolled 1,043 customers (7.4%) through automated customer journey, more than double the industry standard of 1-3%

Marketing Team: Lead: Kalicia Pivirotto, Allen Chiu; Support: Madeline Sarvey, JSR Strategies



Paired with CARE/FERA ad campaign

CARE & FERA

Direct Marketing Campaign

Target customers: Residential customers 200-250% below the Federal Poverty Level

Message: Save up to 38% on your energy bills

Call to action: Apply for CARE/FERA

Marketing + ad campaign materials created:

- 21,220 English emails and Spanish emails sent

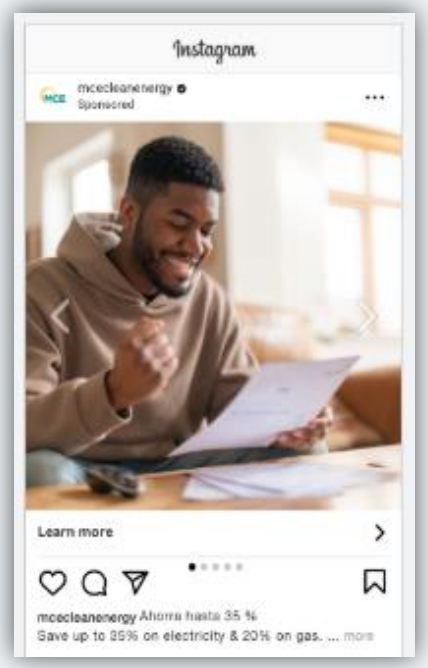
Outcomes:

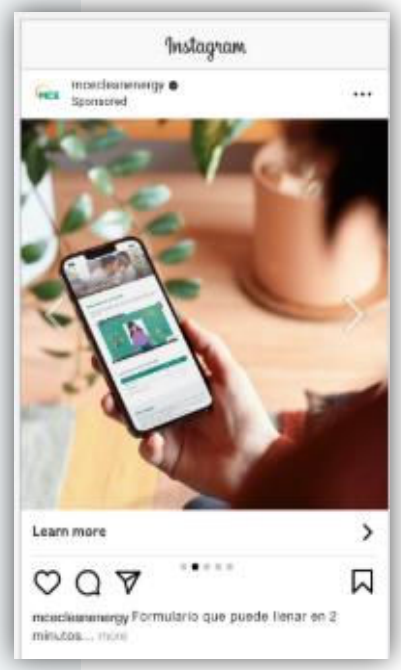
- Enrolled over 580 (2.4%) new customers, industry standard is 1-3%

Marketing Team: Lead: Kalicia Pivirotto, Allen Chiu; Support: JSR Strategies









CARE & FERA

Ad Campaign Results

Target customers: Residential customers in arrears or ≥200% below the Federal Poverty Level

Message: Save up to 38% on your energy bills

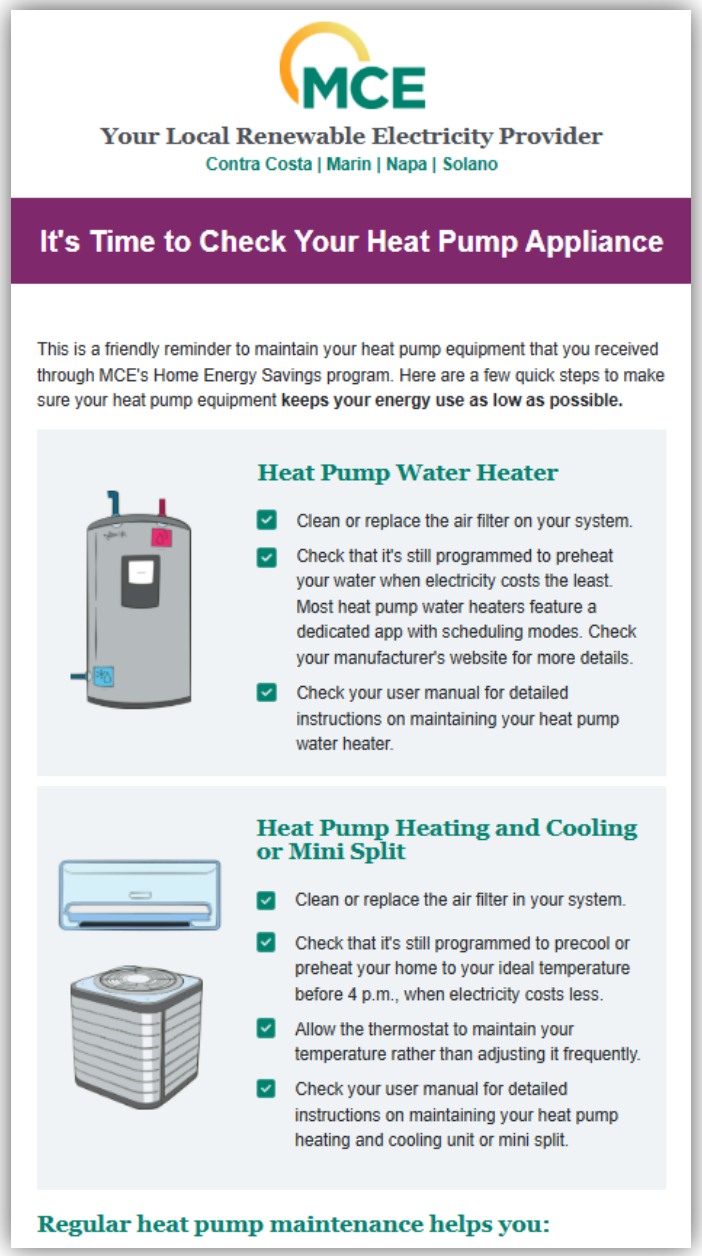
Call to action: Apply for CARE/FERA

Materials created: Bilingual search and display ads on Google and Meta from Nov. 11, 2025–Aug. 13, 2026 (paused for winter holidays)

Outcomes:

- Website traffic tripled: 18,715 visits to webpage vs. 6,081 the previous year
- 1,786 (9.5%) clicks to program administrator, PG&E's application
- Spanish ads performed best: 12% more clicks and 11% lower cost per clicks compared to English ads
- Close to 7M ad impressions

Marketing Team: Lead: Kalicia Pivirotto, Allen Chiu; Support: JSR Strategies



MCE

Your Local Renewable Electricity Provider

Contra Costa | Marin | Napa | Solano

It's Time to Check Your Heat Pump Appliance

This is a friendly reminder to maintain your heat pump equipment that you received through MCE's Home Energy Savings program. Here are a few quick steps to make sure your heat pump equipment **keeps your energy use as low as possible.**

Heat Pump Water Heater

- Clean or replace the air filter on your system.
- Check that it's still programmed to preheat your water when electricity costs the least. Most heat pump water heaters feature a dedicated app with scheduling modes. Check your manufacturer's website for more details.
- Check your user manual for detailed instructions on maintaining your heat pump water heater.

Heat Pump Heating and Cooling or Mini Split

- Clean or replace the air filter in your system.
- Check that it's still programmed to precool or preheat your home to your ideal temperature before 4 p.m., when electricity costs less.
- Allow the thermostat to maintain your temperature rather than adjusting it frequently.
- Check your user manual for detailed instructions on maintaining your heat pump heating and cooling unit or mini split.

Regular heat pump maintenance helps you:

Heat Pump Maintenance

Quarterly Reminder Emails

Target Audience: Customers who received a heat pump appliance through MCE's Home Energy Savings program

Message: Maintain your equipment to reduce energy use and costs

Call to action: Clean your filter and check your water heater or heating and cooling unit

Campaign + materials created:

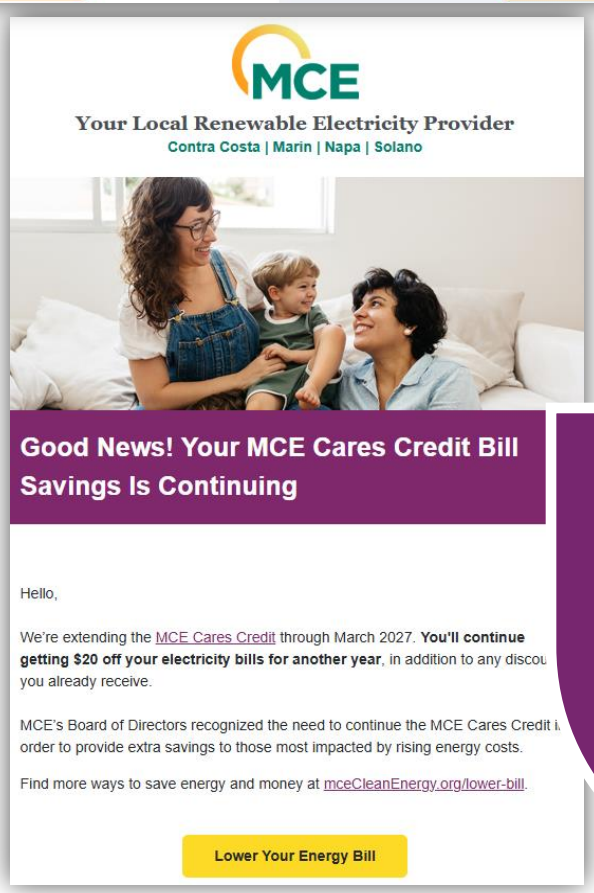
- 225 English emails and Spanish emails sent

Outcomes:

- Achieved campaign goal – Service Center received no customer inquiries regarding equipment malfunctioning

Marketing Team: Lead: Kalicia Pivirotto; Support: Ivana Wu





$1.9M in funds dispersed overall in Q3

MCE Cares Credit

Residential Auto-Enrollment

Target customers: Customers who were automatically enrolled in the 2026 credit

Messages: Good news! $20 off your electricity bill through March 2027

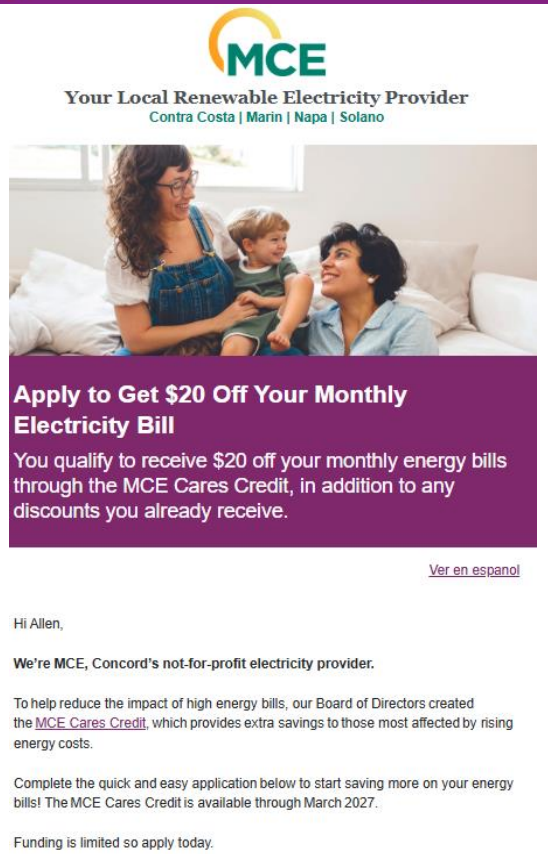
Call to action: Learn more at MCE Cares Credit webpage

Campaign + materials created:
- 16,419 English emails and Spanish emails sent
- 1,946 bilingual mailers sent

Outcomes:
- 125 (0.68%) total webpage visits, 1-3% industry average

Marketing Team: Lead: Kalicia Pivirotto, Allen Chiu; Support: Madeline Sarvey, JSR Strategies





13K customers enrolled in Q3, including auto enrollments

MCE Cares Credit

Residential Opt-In Enrollment

Target customers: Residential customers on the CARE or FERA bill discount programs

Messages: Apply to get $20 off your monthly electricity bill

Call to action: Apply for MCE Cares Credit

Campaign + materials created:

- 123,117 English emails and Spanish emails sent
- 11,308 bilingual mailers sent

Outcomes:

- Enrolled nearly 9,000 opt-in customers
- 7.5% of email customers enrolled, more than double the 1-3% industry standard
- 3% of mailers customers enrolled

Marketing Team: Lead: Kalicia Pivirotto, Allen Chiu; Support: Madeline Sarvey, JSR Strategies



AGENCY GOAL 3E

Increase customer adoption of automation

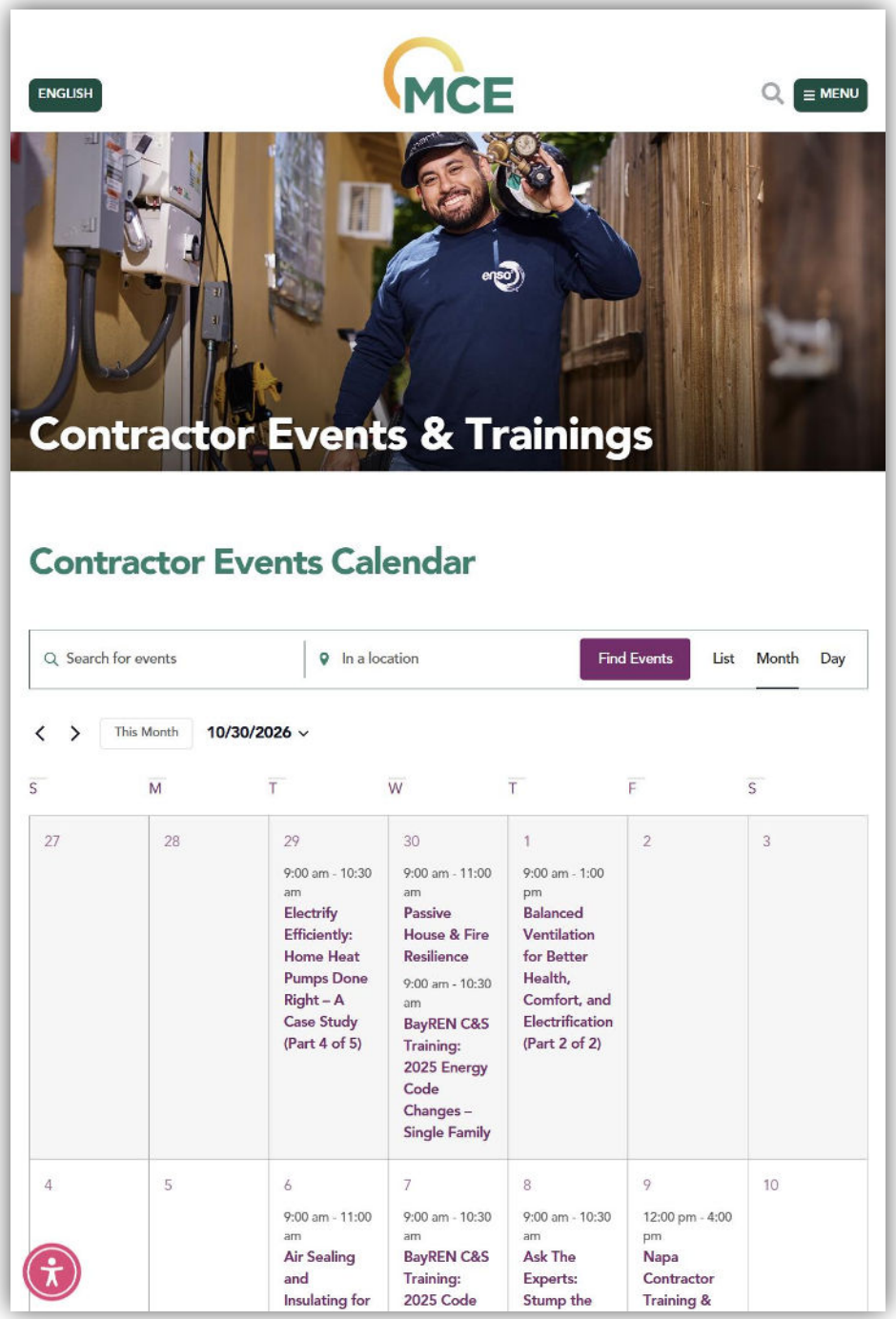
(smart charging, thermostats, battery controls)

Contractor Events Calendar

New Web Tool

Purpose: Launched a new Contractor Events Calendar listing in-person workshops and trainings, and on demand webinars for commercial and residential contractors who serve customers in MCE's four counties. Events focus on electrification and energy efficiency skill building.

Marketing Team: Lead: Nicole Busto, JSR Strategies





AGENCY GOAL 5A

Increase understanding of MCE's value through storytelling

Spring Brand Awareness

Ad Campaign Results

Purpose

Continue to raise brand awareness for MCE, connecting messaging to the brand in a meaningful way

Ad Placements

- Out-of-home (bus tails and sides): 4M impressions
- Cable TV commercial: Over 30k spots run
- Social Media (includes static, animated and User-Generated Content video): Over 3.4M impressions

Timeframe: April 12 – July 27, 2026

Marketing Team: Lead: Heather Jordan; Vendor: MLT







Press Release



Bay Area Drivers: Power Up with MCE's EV Instant Rebate – August 17, 2026

Communications Team: Lead: Jackie Nuñez; Support: Jenna Tenney, Madeline Sarvey

Communications Highlights

- POWER Magazine Community Impact Award Nomination for MCE and The LIME Foundation's Next Gen Trades Academy
- KRON4 Coverage of MCE's EV Instant Rebate
- LinkedIn Article: Electrification Alone Isn't Enough; Why Energy Efficiency Still Matters
- Video Spotlights on Homeward Bound of Marin and Central Marin Police Authority Customer Programs
- Quarterly Summer Communications Toolkit
- Certify & Amplify Webinar Promotion





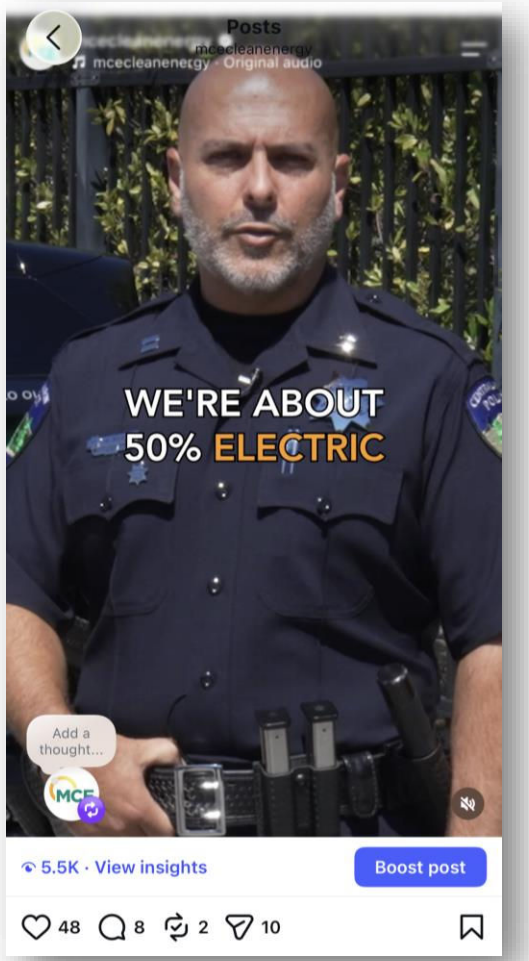


Communications Team: Lead: Jackie Nunez, Jared Blanton, Jenna Tenney

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Social Media





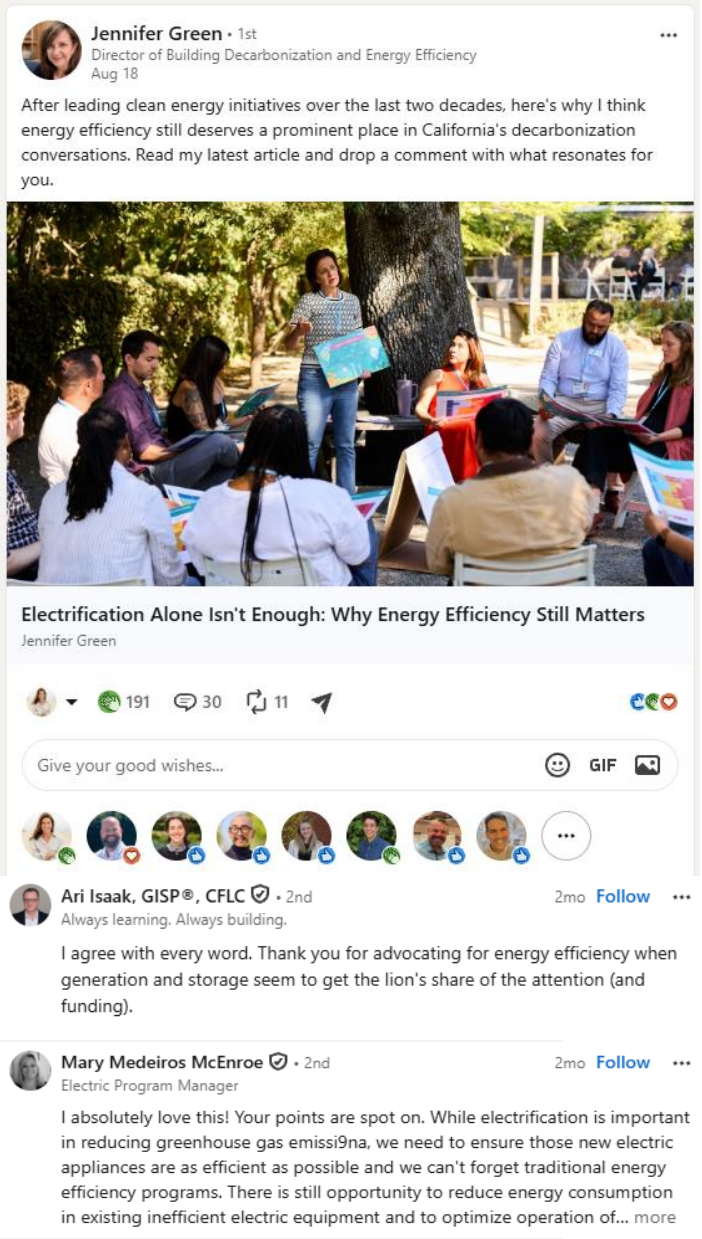
Analytics:

- Impressions rose to 4.07 million (+3.8% from Q2)
- Cross-network video views jumped 67.3% to 676,825 across 37 published video posts
- 260 new followers across platforms
- Facebook: Views grew 7.2% to 3.84 million
- Instagram: 61 net follower growth (+17.3% vs Q2)
- LinkedIn: Engagement rate per impression grew to 9.7% (+3.5% vs Q2)

Videos:

- Homeward Bound of Marin Multifamily Energy Savings Program Video 1 | Video 2
- Central Marin Police Authority EV Charging Incentive Program Video 1 | Video 2

Communications Team: Leads: Jackie Nunez, Jenna Tenney



LinkedIn Thought Leadership Article

Electrification Alone Isn't Enough: Why Energy Efficiency Still Matters

By Jenn Green, MCE Director of Building Decarbonization and Energy Efficiency

Key Analytics:

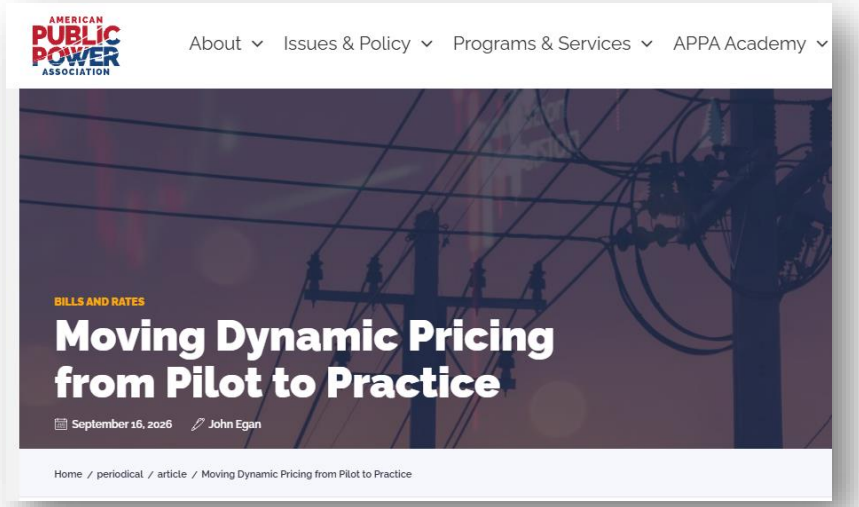
- 28,000 impressions
- 22,000 members reached
- 63 followers gained

Communications Team: Leads: Jackie Nunez; Support: Jared Blanton, Jenna Tenney

Earned Media

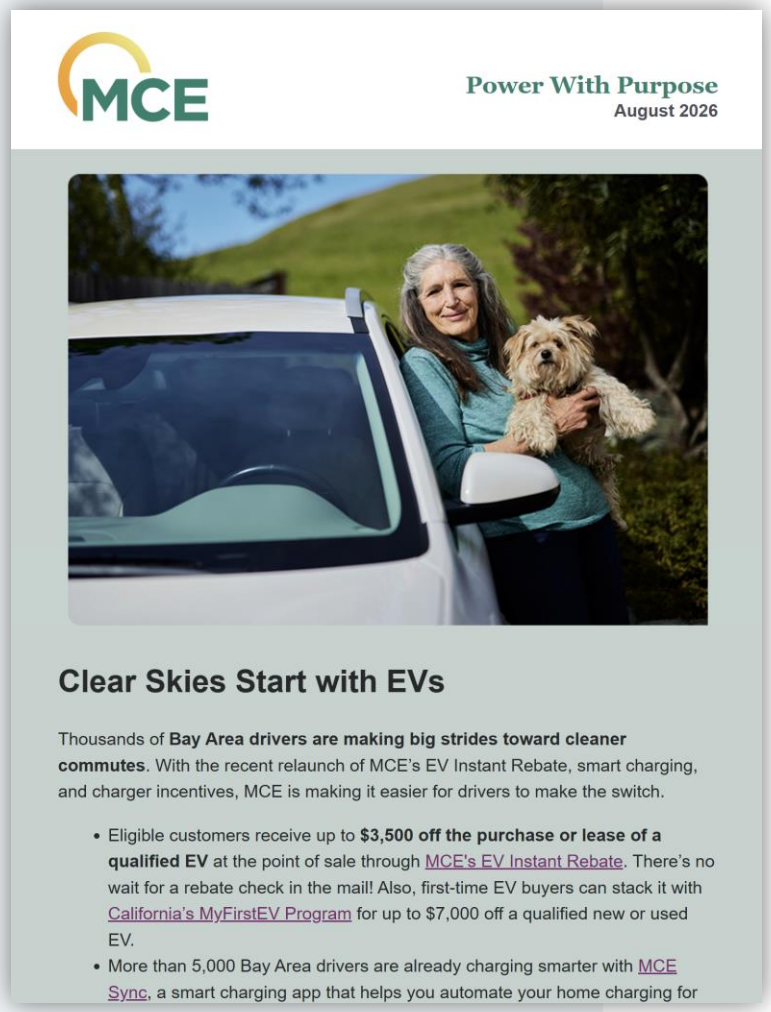
- Arevon Energy marks construction milestone at 250 MW Cormorant battery storage project in Daly City, California
  Energies Media – Sept. 17, 2026
- Arevon marks construction milestone on 1,000 MWh Bay Area storage project | PV Magazine – Sept. 18, 2026
- Moving Dynamic Pricing from Pilot to Practice
  American Public Power Association – Sept. 16, 2026
- Domaine Carneros Sustainability Earns Napa's Award
  En Premier Club – Sept. 12, 2026
- With gas prices rising, California is incentivizing drivers to buy electric vehicles | KRON 4 – Aug. 12, 2026
- A single evening plug-in across millions of U.S. driveways is part of the load surge pushing the five-year peak forecast to 166 gigawatts GCN – July 27, 2026
- He's the utility industry's 'Enemy No. 1.' Here's his latest plan to liberate your power supply | SF Chronicle – July 25, 2026
- Rutherford Producer Sequoia Grove Winery Expands on its Legacy Wine Business – July 10, 2026
- IPX Power secures financing for gigawatt-scale California site
  Solar Builder – July 6, 2026





Communications Team: Lead: Jackie Nunez, Jared Blanton, Jenna Tenney

Subscriber Emails



MCE

Power With Purpose
August 2026

Clear Skies Start with EVs

Thousands of **Bay Area drivers are making big strides toward cleaner commutes**. With the recent relaunch of MCE's EV Instant Rebate, smart charging, and charger incentives, MCE is making it easier for drivers to make the switch.

- Eligible customers receive up to **$3,500 off the purchase or lease of a qualified EV** at the point of sale through MCE's EV Instant Rebate. There's no wait for a rebate check in the mail! Also, first-time EV buyers can stack it with California's MyFirstEV Program for up to $7,000 off a qualified new or used EV.
- More than 5,000 Bay Area drivers are already charging smarter with MCE Sync, a smart charging app that helps you automate your home charging for

Newsletters – 6,301 subscribers

- September – 144 page visits; top content: Get Help Lowering Your Energy Bill
- August – 393 page visits; top content: MCE's EV Instant Rebate
- July – 489 page visits; top content: Rebate and Incentive Finder

Board Update – 180 contacts

- September – opens: 20 board members; 27 muni staff; top content: Marin Civil Grand Jury Report Response
- August – opens: 16 board members; 25 muni staff; top content: Communications Highlights
- July – opens: 21 board members; 30 muni staff; top content: July Board and Committee Recap

Community Power Coalition

- September Informational Session – 256 invitation emails sent; 255 post-event emails sent; 18 registrations
- July Listening Session – 258 invitation emails sent; 302 post-event emails sent; 67 registrations

MarCom Team: Leads: Jackie Nuñez, Sarah Dillemuth; Support: Madeline Sarvey

Blog Posts



September 17, 2026

MCE Proposes a Bigger Bill Credit to Help Lower Customer Costs

MCE is proposing additional bill relief to help customers manage higher electricity costs. If approved by MCE's Board of Directors, the temporary credit would increase and continue through March 31, 2027.

- Debunking the Top 5 Renewable Energy Myths – September 24, 2026
- MCE Proposes a Bigger Bill Credit to Help Lower Customer Costs – September 17, 2026
- Energy-Saving Solutions for Renters – August 27, 2026
- EV Charging Without the Bill Shock – August 6, 2026
- Heat Pumps Explained: Electrification and MCE Rebates – July 23, 2026
- Choose the Right Rate Plan to Save You Money – July 16, 2026
- 5 Key Permitting Changes That Could Accelerate Residential Electrification – July 9, 2026
- Gain Energy Independence this 4th of July – July 2, 2026

MarCom Team: Lead: Jenna Tenney; Support: Jackie Nuñez, Madeline Sarvey

Photography

Events:

- Napa Contractor Workshop
- All Staff Retreat
- Homeward Bound of Marin
- Marin Central Police EV Station
- Dance Palace Cultural & Community Center Commercial Battery Storage
- St. Vincent de Paul Commercial Battery Storage

Marketing Team: Lead: Heather; Spike
Photographers: Hardy; Alex; Tripepi Smith



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Thank you!

mceCleanEnergy.org
marketing@mceCleanEnergy.org