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Hi all,

It's taken me longer than I'd hoped but attached is a document formatted as an MOU where I've sought to outline what the Secretariat support is (and isn't). I think we agreed that we'd draft and then share this with UNF and Georgetown to make sure that they both understand the extent to which we see this as a back office/support role. Let me know if anyone has edits/concerns, otherwise I'll aim to share with Vicki and Pete ASAP.

Thanks!  
Aimee

US Climate Alliance Secretariat Support  
Memorandum of Understanding  
August XX, 2017

This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the States of California, New York, and Washington, in their capacities as Co-Chairs of the US Climate Alliance (“Co-Chairs”), and XXXXXXXX (each a “Party” and together, the “Parties”) to collaborate in the achievement of common objectives as described and on the basis outlined below.

**WHEREAS:**

- The US Climate Alliance (“Alliance”) is a group of states and Puerto Rico, represented by their Governors, whose members intend to collaborate closely to demonstrate the impact of existing and forthcoming policy actions to reduce GHG emissions.
- Each Alliance member agrees to:
  - Implement the goals of the Paris Agreement to reduce greenhouse gas emissions by at least 26-28 percent below 2005 levels by 2025 at the state level;
  - Track and issue annual collective progress reports prior to meetings of the United Nations Framework Convention on Climate Change; and
  - Accelerate new and existing policies to reduce carbon pollution and promote clean energy deployment at the state and federal level.
- Through regular collaboration at the senior staff level, Alliance members will accomplish their objectives by:
  - Coordinating on federal policy engagement aimed at preserving the right of states to protect the environment and support clean energy deployment;
  - Collaborating on state policy development where possible to maximize the impact the impact of individual state action;
  - Attracting new jobs and investment by demonstrating a commitment to climate leadership; and
  - Helping sustain global momentum on climate through strategic international engagement and by demonstrating domestic progress despite likely federal inaction.
- Alliance members have identified a number of potential priority policy focus areas, including but not limited to:

- Renewable energy and energy efficiency policy ambition review
  - Social cost of carbon
  - Reduce high intensity pollutants
  - Green Investment Banks
  - Protect federal vehicle emissions and fuel economy Standards
  - Support innovative utility regulations
  - Align building codes
  - Sustain threatened federal energy initiative
- The Co-Chairs seek a neutral, impartial third-party organization to provide Secretariat Support Services to the Alliance. The ideal organization is:
    - Lean, nimble and able to start immediately
    - Able to serve the needs of the Alliance and co-chairs without a predetermined agenda and without branding recognition
    - Able to provide the Alliance with a full suite of “operating platform” administrative and project management capabilities and services in an efficient manner, including but not limited to: routine operations, human resources, accounting, finance, IT, auditing, other back-office and logistical support, fiduciary services, grant recipient and grant donor capabilities, budget and other project administration, and other areas as defined
    - “white-labeled” back office support to the Alliance, without Able to provide fiduciary services, including institutional capacity to manage grants, contracts, etc.
    - Willing to maintain low overhead fees in an effort to remain lean, effective and agile
  - XXX is a 501(c)(3) organization incorporated in XXX... (insert more information about Secretariat here)

NOW THEREFORE the Parties intend as follows:

- **Secretariat Support Designation**

The Co-Chairs designate XXXX as the organization responsible for providing Secretariat support (“Secretariat Support”) for the Alliance.

- **Support Functions**

In its role as the Secretariat Support, XXXXX shall provide administrative support and fiduciary services to the Co-Chairs and the Alliance in the following ways:

- Administrative Support

- XXX shall provide all basic administrative support for the Alliance, including providing physical office space for Alliance staff, as well as access to IT resources as required including computers, printers, fax/copy machines, telephones, and other office resources required to conduct the regular business of the Alliance.
- XXX shall provide all basic Human Resources support for the Alliance, including...
- XXX shall provide all budget, accounting, and auditing support for the Alliance.

- Fiduciary Services
  - XXX will provide all fiduciary services required to support the success of the Alliance.
  - As the Alliance's fiscal sponsor, XXX may be called upon to help solicit, and will receive and re-grant funds as needed to support the Alliance.
  - XXX will vet all major supporters before receiving the funds based on a Partner Due Diligence process agreed between the Alliance and XXX. XXX reserves the right to refuse any funds from donors that do not meet these requirements.
  - In support of the Alliance, and at the request of Co-Chairs, XXX will provide support including but not limited to: budget development, creating a prospects list, helping vet potential funders, executing sponsorship agreements, issuing acknowledgement letters, generating and submitting donor reports, and drafting and managing for the Alliance any and all agreed vendor/consultant contracts and payments.
  - In addition to the fundraising-related fiduciary duties detailed above, XXX will help to support the Alliance's overall fundraising efforts, including the development of a fundraising target and strategy.
  - XXX will charge a XX% overhead rate to support all XXX overhead costs associated with providing fiduciary services to the Alliance and to service as fiscal sponsor.
  - All fiduciary services and XXX staff resources made available and outlined in this Memorandum of Understanding will be covered under the XXX overhead charge. XXX will only receive other remuneration, direct or indirect, in exchange for any additional services provided under the terms of this MOU if agreed upon by both Parties in writing.
  - In principle, XXX will not deficit spend unless requested by the Co-Chairs and deemed necessary by XXX. In such instances, spending will be minimized to the extent possible.
  
- Communications
  - XXX may be called upon to provide short-term communications support, while the Alliance brings onboard its own communications staff and agrees a contract with an external communications firm, including support for public relations, press releases and website management and updating, as well as social media support

- **Relationship between the Secretariat Support Organization and the US Climate Alliance**

As the Secretariat Support Organization, XXX will provide neutral, unbiased, and unbranded back-office host support functions as outlined above to the US Climate Alliance. The US Climate Alliance will be an independent project of XXX. The Alliance will develop its own logo and branding and will be guided by the direction of the Co-Chairs and the Alliance Staff ("Alliance Staff"), who will be interviewed and selected for hire directly by the Alliance Co-Chairs.

The Alliance Staff will be responsible for managing all policy and substantive questions related to the Alliance and will provide the day-to-day coordination and support for the Alliance, at the direction of the Co-Chairs and Members. XXX will not provide input on policy or substantive issues unless asked to do so by the Alliance Staff with the approval of the Co-Chairs.

The Co-Chairs retain final approval for all efforts of the Alliance Staff. Secretariat Support shall NOT be responsible for any of the below tasks, which shall be the responsibility of the Alliance Staff, Co-Chairs, and Members:

- Policy and substantive questions related to the Alliance. Policy and substantive priorities and initiatives of the Alliance will be directed by the Alliance Co-Chairs and Members, with support from the Alliance staff. In some cases, the Secretariat Support may be invited by the Co-Chairs to provide support on policy questions related to the Alliance where the organization and its staff has substantive knowledge and expertise to bring to bear. In all other cases, XXX is not expected to engage on policy and substantive questions related to the Alliance. Coordinate work of state agency staff implementing policy work plan.
- Regular functions and meetings of the Alliance. With the Co-Chairs, develop agendas for regular meetings of the Co-Chairs and the Alliance members. Staff and facilitate regular calls of the co-chair staff and less frequent calls and in-person meetings of the full alliance staff representatives
- Materials and product development. Draft follow up memos, workplans and other internal work products as needed to facilitate the work of the co-chairs and staff group.
- Communications. Coordinate with state communications staff on the drafting and production of external communications including the website. Ensure the Alliance has a public message ready in response to critical news events and work with co-chairs on messaging and products in anticipation of key events like Climate Week, COP, etc.
- Emissions tracking. Coordinate emissions and commitment tracking with research/analytical partners.
- Policy Support. Coordinate collaboration between states through work groups and support/resource them either directly or in partnership with other think tanks, non-profits, etc. Manage relationships with other organizations providing communications, research, production or other services to the Alliance as part of its scope of work.
- Funding. Facilitate communications with funders and support the development of proposals and documentation necessary to secure operating resources for the Alliance.

- **Contacts**

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum. The Parties may designate additional or different persons as points of contact for activities undertaken pursuant to this Memorandum.

For XXX:

For the Co-Chairs:

Aimee Barnes, Senior Advisor, Office of Governor Edmund G. Brown Jr. of the State of California

Alexander Cochran, Office of Governor Andrew Cuomo of the State of New York

Chris Davis, Senior Advisor, Energy and Carbon Markets, Office of Governor Jay Inslee of the State of Washington

- **General**

This Memorandum shall become effective upon signature by both Parties on the date set

forth below. The designation of XXX as the Secretariat Support shall be renewed annually by the Co-Chairs, and may be terminated at any time without notice.

In witness whereof, the Parties have caused this Memorandum to be executed as of the day and date written below.