



**Marin Clean Energy
Board of Directors Meeting
Thursday, December 4, 2014
7:00 P.M.**

Dawn Weisz
Executive Officer

Kathrin Sears
Chair
County of Marin

Tom Butt
Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Sloan C. Bailey
Town of Corte Madera

Larry Bragman
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

1 (888) 632-3674
mceCleanEnergy.org

781 Lincoln Ave., #320
San Rafael, CA 94901

**San Rafael Corporate Center, Tamalpais Room
750 Lindero Street, San Rafael, CA 94901**

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 11.6.14 Board Minutes
 - C.2 Approved Contracts Update
 - C.3 4th Agreement with Community Energy Services Corporation (CESC)
 - C.4 1st Addendum to 3rd Agreement with Association for Energy Affordability (AEA)
 - C.5 3rd Agreement with Planet Ecosystems, Inc. (PEI)
 - C.6 1st Addendum to 3rd Agreement with Marin City Community Development Corporation (MCCDC)
 - C.7 1st Addendum to 3rd Agreement with Jay Marshall
5. McGlashan Advocacy Award Nominations (Discussion/Action)



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Agenda Page 2 of 2

6. Monthly Budget Report (Discussion)
7. Resolution 2014-08 Approving the City of El Cerrito as an MCE Member and Authorizing: 1. Amendment 9 to the MCE JPA Agreement and 2. Submittal of Amendment to MCE Revised Implementation Plan Adding the City of El Cerrito (Discussion/Action)
8. MCE Staff Positions (Discussion/Action)
9. Communications Update (Discussion)
10. Regulatory and Legislative Update (Discussion/Action)
11. Board Member & Staff Matters (Discussion)
12. Adjourn



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MARIN CLEAN ENERGY

BOARD MEETING MINUTES THURSDAY, NOVEMBER 6, 2014 7:00 P.M.

SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM
750 LINDARO STREET, SAN RAFAEL, CA 94901

Roll Call: Chair Connolly called the regular Board meeting to order at 7:00 p.m. An established quorum was met.

Present: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Tom Butt, City of Richmond
Keith Caldwell (Alternate) County of Napa
Genoveva Calloway, City of San Pablo
Barbara Coler (Alternate) Town of Fairfax
Damon Connolly, City of San Rafael
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere
Emmett O'Donnell, Town of Tiburon
Kate Sears, County of Marin
Ken Wachtel (Alternate) City of Mill Valley
Ray Withy, City of Sausalito

Absent: Carla Small, Town of Ross

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
Beckie Menten, Energy Efficiency Director
Greg Brehm, Director of Power Resources
Kirby Dusel, Technical Consultant
John Dalessi, Technical Consultant
Brian Goldstein, Technical Consultant
Emily Goodwin, Director of Internal Operations
Alex DiGiorgio, Community Affairs Coordinator
Darlene Jackson, Clerk

Board Announcements (Discussion):

There were no Director announcements.

Public Open Time (Discussion):

Member of the public and advocate Stan Sparrow shared comments regarding the recent elections.

Report from Executive Officer (Discussion)

Executive Officer Dawn Weisz gave the following report:

- She welcomed Alternate, Keith Caldwell from the County of Napa, stated Andrew McCullough will soon be added to the MCE Board as the San Rafael representative, and Genoveva Calloway, is MCE’s new representative from the City of San Pablo.
- This Tuesday, the City of Benicia conducted the first reading of their ordinance to approve the JPA agreement and become part of MCE’s service territory. The vote was unanimous. Big thanks to Lew Tremaine, MCE founding Board member for participating in the meeting this week.
- This week the CPUC provided the certification letter for the amendment to MCE’s Implementation Plan, clearing the way for the new representative from San Pablo to participate.
- Calpine Geysers Field trip was held on October 23rd, and was well attended by MCE staff, technical team and included Board members. Thanks to the Board members who participated.
- Technical Committee meetings will move to 5pm on the second Monday of the month, but the Committee will not be meeting in November.
- Executive Committee will be meeting as usual on Wednesday, November 19th at 9am.
- Save the date for the traditional holiday potluck party on December 12 in San Rafael – same location as last year. Outlook invitation will be going out shortly.

Ms. Calloway was sworn in.

Consent Calendar (Discussion/Action):

- C.1 9.18.14 Board Retreat Minutes
- C.2 10.2.14 Board Minutes
- C.3 Monthly Budget Report
- C.4 Approved Contracts Update
- C.5 1st Addendum to 2nd Agreement with Stion Corp.
- C.6 1st Addendum to 1st Agreement with Today’s Sustainability
- C.7 2nd Agreement with Bevilacqua Knight Inc. for Technical Support on Energy Efficiency Program Development

ACTION: It was M/S/C (Greene/Sears) to approve the Consent Calendar consisting of Items C.1 through C.7. Motion carried by the following roll call votes:
Items C.1 and C.2: (10-0-1-4) Ayes: Connolly, Athas, Sears, Haroff, Butt, Withy, McCaskill, O’Donnell, Bailey, Green; Noes: None; Absent: Small; Abstain: Coler, Calloway, Wachtel and Caldwell.

Items C.3-C.7: (14-0-1) Ayes: Connolly, Athas, Sears, Haroff, Butt, Withy, McCaskill, O'Donnell, Bailey, Green, Coler, Calloway, Wachtel and Caldwell; Noes: None; Absent: Small.

Appointment of Chair and Vice Chair for MCE Board (Discussion/Action):

ACTION: It was M/S/C (Greene/Athas) to nominate and appoint Kate Sears as Chair and Tom Butt as Vice Chair to the MCE Board. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

Resolution No. 2014-07 Honoring MCE Board Member Damon Connolly (Discussion/Action):

The Board of Directors recognized MCE Board Member Damon Connolly, serving as the City of San Rafael's representative to MCE, from November 2007 to the present. Director Connolly was elected Chair in 2011. He contributed insightful guidance, thoughtful and practical decision-making especially during MCE's formative years and has shown his dedication and commitment as a member. The Board of Directors and staff thanked him for his support in the agency and adopted Resolution 2014-07 honoring him for his service.

ACTION: It was M/S/C (Athas/Green) to adopt Resolution No. 2014-07 Honoring MCE Board Member Damon Connolly. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Baily, Caldwell, Greene; Noes: None; Absent: Small.

BREAK

A brief celebratory break commenced, and thereafter, the Board meeting reconvened to Open Session.

Appointment of Directors to MCE Standing Committees (Discussion/Action):

Director Green and Director Haroff have expressed interest in filling the two available seats on the Executive Committee. The two Directors were therefore recommended for appointment to the Executive Committee.

ACTION: It was M/S/C (Bailey/Sears) to approve the recommended appointment of Directors Green and Haroff to the MCE Executive Committees. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

MCE Integrated Resource Plan (Discussion/Action):

Greg Brehm, Director of Power Resources, provided an overview of the MCE Integrated Resource Plan (IRP) which has been completed and is being recommended for approval by the

Board. The purpose of the IRP is (1) to quantify resource needs over the planning period; (2) to prioritize resource preferences and set forth other relevant energy procurement policies; and (3) to provide guidance to program management with regard to the procurement of various energy products that will be necessary to promote successful, ongoing operation of the MCE program.

The IRP looks out over the next ten years to establish the resource priorities and policies that will be used in procuring energy for MCE customers, and also allows potential renewable energy project developers to make informed investment decisions and to match project timelines to MCE's resource requirements. Mr. Brehm reviewed key policy objectives established for the program and changes made to the 2013 IRP and asked for Board approval.

Chair Connolly opened the public comment period and there were no speakers or questions or comments from Directors.

ACTION: It was M/S/C (Sears/Haroff) to approve MCE Integrated Resource Plan. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

Noble Addendum for Data Management Services (Discussion/Action):

Emily Goodwin, Director of Internal Operations, presented the item and provided a brief overview of the request for approval of the Draft Third Addendum for MCE's data management and customer service operations which will enable a savings of approximately \$35,000 to \$40,000 per month. She noted that prior addendums are attached to the staff report as follows:

- A Master Professional Services Agreement for Data Manager Services between Sempra Energy Solutions (now Noble Americas Energy Solutions, LLC) and Marin Energy Authority, dated February 5, 2010;
- First Addendum for Data Manager Services between Noble Americas Energy Solutions, LLC and Marin Energy Authority dated March 1, 2012;
- Second Amendment for Data Manager Services between Noble Americas Energy Solutions, LLC and MCE dated February 7, 2013; and
- Draft Third Addendum for Data Manager Services between Noble Americas Energy Solutions LLC, and MCE.

Ms. Goodwin highlighted the additional scope of services and modified fee structure included in the Second Addendum. The proposed Third Addendum is predominantly a fee reduction available to MCE due to economies of scale established following recent partnerships between Noble and other CCA programs. Noble has offered to extend the same pricing structure to MCE that exists for Sonoma Clean Power and the City of Lancaster beginning December 1, 2014 through April 30, 2019. MCE is currently paying a \$30,000 monthly service fee and \$1.50 per meter per month. The proposal includes paying \$1.50 per meter per month for the first

100,000 meters, \$1.25 for meters 100,001 – 200,000 in number. The cost goes down to \$1.10 per meter per month for meters in excess of 300,000. If call center features were removed from the scope, MCE would receive a deduction of \$0.15 per meter per month from each pricing tier above.

With the removal of the current monthly service fee of \$30,000 and the adjustments made to the per meter charge, MCE will realize a monthly savings of roughly \$35,000 to \$40,000 upon execution of the Third Addendum. Also, during recent negotiations between Noble and MCE, Noble was willing to include additions to the scope of the Agreement without added charges such as:

- The provision of SmartMeter data support
- Ensuring sufficient call center staffing regardless of other non-MCE CCA enrollment periods
- Expansion of translation services to serve a more diversified demographic
- Enhanced on-bill repayment billing support for MCE's Energy Efficiency program

Ms. Goodwin recommended the Board authorize execution of the Third Addendum for Data Manager Services between Noble Americas Energy Solutions and MCE. Director Sears commented that she was very pleased to see that the balanced payment plan program is part of the contract, and Directors concurred.

Chair Connolly opened the public comment period, and seeing no speakers, entertained a motion.

ACTION: It was M/S/C (Sears/Greene) to execute the Third Addendum for Data Manager Services between Noble Americas Energy Solutions and MCE. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

MCE Office Space Update (Discussion/Action):

Ms. Goodwin presented the item stating the MCE office is moving from this building to 700 5th Avenue in San Rafael. She presented a schematic design of renderings showing the ability to hold Board meetings in the building, use of the conference room for public meetings, and an energy efficiency demonstration library. She then gave an update on the schedule stating the only change is that the demolition permit is now planned for issuance one month earlier than expected. MCE and the external design team have worked closely with the City of San Rafael, the Fire Department and MMWD to make progress happen so quickly and efficiently.

Ms. Goodwin then presented a visual overview and discussed various features of the renovated building space, including the building's incorporation of skylights, the parking lots, the front entrance and the outside staff lounge area. This discussion led to review of the official demolition and construction plans. She invited Directors to visit the space.

Chair Connolly asked for questions of the Board and public comment and there were none.

Agreement with Puget Sound Energy to Supply MCE's Voluntary Renewable Energy Requirements (Discussion/Action):

Greg Brehm, Director of Power Resources, stated that through the IRP update process, staff identified a small open position need and requested proposals from established counterparties and brokers, and the agreement with Puget Sound Energy was selected as a result of that process.

Mr. Brehm gave the staff report, stating the agreement with Puget Sound Energy (PSE) will fulfill the balance of MCE's voluntary needs through 2014. If executed, the PSE agreement would address the balance of MCE's 2014 voluntary renewable energy requirements (through specified REC deliveries), including a reserve amount of 32,000 MWhs to be used in future reporting periods.

Puget Sound Energy is the Pacific Northwest's largest utility producer of renewable energy. Product delivered under the proposed agreement would come from one or more of four large wind farms located in Washington State that are owned and operated by PSE:

- Wild Horse Wind and Solar Facility in Kittitas County
- Hopkins Ridge Wind Facility in Columbia County
- Lower Snake River Wind Facility in Garfield County
- Klondike III Wind Facility in Sherman County

Specified contract volumes will complement MCE's existing renewable energy supply with output from regionally located generators. The timing of anticipated deliveries also aligns with MCE's 2014 procurement needs. PSE is a new counterparty for MCE and the agreement brings additional credit facilities to MCE.

Directors had the following questions/comments:

- Questioned differences between Bucket 1 and 2 products vs. these Bucket 3/ Green-e deliveries; and is this product used to get MCE's percentage of renewable power over 50% for 2014. Over time with the EDP wind project coming online next year, there will be a reduction in MCE's unbundled REC purchases; and
- Referring to the example of the 4 wind facilities, PSE's facilities produce up to 773 megawatts of electricity, enough to meet the power demands of approximately 230,000 homes.

Mr. Brehm commented that there are changes in the contract and he asked for comments or concerns of the Board. There were no questions of the Board or public comment.

ACTION: It was M/S/C (Caldwell/Greene) to approve agreement with Puget Sound Energy to Supply MCE's Voluntary Renewable Energy Requirements. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

Agreement with WM Renewable Energy, LLC for Renewable Power Supply (Discussion/Action):

Greg Brehm, Director of Power Resources, gave a PowerPoint presentation, stating staff received an unsolicited offer from Waste Management Renewable Energy (WMRE) which entails a power purchase agreement through which MCE would buy electric energy and capacity from a new landfill gas-to-energy project to be located in Novato at the existing Redwood Landfill site. WM Renewable Energy produces over 550 megawatts of electricity, from over 138 sites, which is enough to power more than 440,000 homes. This energy is equivalent to offsetting over 2.2 million tons of coal per year.

The Redwood landfill gas to energy project is a good fit for MCE's resource portfolio based on the following considerations:

- The project size supports MCE's planned expansion and future renewable energy requirements
- Timing of initial energy deliveries under the agreement is aligned with planned reduction in renewable energy deliveries under SENA agreement
- The project is being operated/expanded by an experienced team, which is currently supplying power from more than 138 similar projects
- The project is located within Marin county, California and meets the highest value renewable portfolio standards category ("Bucket 1")
- The project is highly viable and in the final stages of a 10 year development
- Energy from the project is priced at a moderate premium compared to recent offers

Executive Officer, Dawn Weisz stated this project was discussed at MCE's Ad-Hoc Contracts Committee meeting and Director Bailey could provide additional information discussed in the committee meeting.

Director Bailey commented that it is slightly more expensive but reasonably priced, local and renewable. It fits Bucket 1 requirements and he believes it will work well. Director Brehm noted the contract is for 20 years and it was stated that the project will bring a new product into MCE's portfolio called a RIN (Renewable Identification Number). This product indicates that the source of the power can be tracked from the renewable generator directly to an electric vehicle charging program; this dynamic results in renewable offsets that can be sold/purchased. Directors commented that methane will be put to good use and not simply burned off.

Director Coler also noted that she thinks it could be applicable to BAAQMD's GHG emissions trades and credits program.

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

ACTION: It was M/S/C (Bailey/Haroff) to approve agreement with WM Renewable Energy, LLC for Renewable Power Supply. Motion carried by the following roll call vote: (14-0-1) Ayes: Connolly, Coler, Athas, Calloway, Sears, Haroff, Butt, Withy, McCaskill, Wachtel, O'Donnell, Bailey, Caldwell, Greene; Noes: None; Absent: Small.

Energy Efficiency Update (Discussion):

Energy Efficiency Director, Beckie Menten, gave an historical account of the efforts to incorporate community input on the energy efficiency program design, including the first invitation only community meeting, outreach to different communities with workshops focusing on how they use energy, where energy efficiency fits as a priority and associated barriers to programming. She said the Napa workshop was focused on vineyards, the West Marin workshop was focused on dairies, and the Novato workshop focused on residential programs and was held in conjunction with Resilient Neighborhoods. The information gathered at these workshops informed program design and was also presented at the Board Retreat.

Research was also conducted to identify and examine existing programs and from there they pulled together the program design descriptions presented in the packet. Tonight represents the first opportunity to hold Board review and feedback on those designs. Staff's target is to submit this material for public comment next Friday and the public comment period would continue through February. The Draft Program Implementation Plan is the fundamental component of the application to the CPUC to be completed by the end of this year.

Ms. Menten described materials contained in the Board packet and the program design description, flow chart and logic models, and said the concept is to try and bring people in for public comment at the highest level of design. Next steps will be to take this packet and move into an actual Program Implementation Plan which will be the "meat" of the application. The goal is to design a customer facing program to ensure a comprehensive GHG reduction such that it is straight forward and easy for people to accomplish. They are also trying to design a program that has declining incentives over time, through a concept called Market Transformation which is an energy efficiency program that has key metrics that are tagged as market transformation indicators and as they are achieved, result in a decrease in the financial incentive the program provides. This approach would create a long-term framework for cost-effectiveness.

She presented a variety of flow charts and logic models for multi-family, residential, industrial, agricultural, commercial, and workforce development programs which assist in integrating programs for the customer. The concept is to include everything from energy efficiency, distributed generation, water, transportation opportunities, demand response and solar through a single point of contact for the customer. The logic models forces program administrators and designers to define program activities such as financing and training. They

are forced to connect each activity to tangible, concrete outputs. For each output, one is forced to connect every single output to a short term, intermediate and long-term outcome. This activity has forced designers to connect program activities to long-term goals.

From a customer's perspective, Ms. Menten presented the program logic models and flow charts, noting there are over 129 programs in PG&E's portfolio alone, from third party programs that are targeted to specific technologies, all the way to comprehensive programs designed to look at building systems. MCE's goal is to help customers to get immediately to the point where they can have a positive, streamlined experience.

Key obstacles include:

- Huge ramp-up investment and identification of funding;
- The administrative burden of an integrated application;
- Attaining a metric that aligns with state policy and looks at cost per ton to avoid GHG emissions;
- A CCA Energy Efficiency proceeding which holds CCAs to achieving a 1.25 TRC (Total Resource Cost) requirement. MCE can use this requirement as evidence of our need to reach beyond the gaps and hard to reach sectors;
- Lack of access to customer data;
- Competition from other programs most often seen in the commercial sector;
- Uncertain and shifting regulatory framework; and
- Brand recognition

Staff will simultaneously be working on measures eligible for incentives and programs and identifying metrics for success and exploring alternative cost effective metrics. They will then move to write the program implementation plans, which include delivery channels and market strategies. Director Menten reported that BKi, a technical consultant, has been hired to develop metrics for the single point of contact program. She discussed upcoming outreach efforts and public input which will feed into the program implementation plan. Staff will return in February with the Draft Implementation Plan and technical components of the program for the Board's review.

Chair Connolly suggested having a dialogue with other Boards and Councils to schedule presentations, and Directors indicated the importance of having concrete numbers prepared to share during presentations. Directors then discussed next steps and staffing plans. Ms. Menten confirmed that consultants would be primarily used during the ramp-up phasing and she envisioned needing at least one full-time equivalent per customer sector and someone to oversee their work, or a ramp-up of 8 FTE for the Efficiency Department. If we are successful, we may need to hire more. Ms. Menten commented on the Sonoma County Energy Independence Program model and said they used consulting and temporary hires and were then able to establish the correct number of FTE positions based on demand. Regarding funding, the work would be funded through the energy efficiency rate payers via application to the CPUC.

Chair Connolly called for public comments and there were none.

Communications Update (Discussion):

Community Affairs Coordinator Alex DiGiorgio welcomed new Board members Director Calloway of San Pablo and Director Caldwell of Napa County and provided the following update regarding Napa's Community Outreach Plan:

- MCE's first of five enrollment notices will be mailed to customers in unincorporated Napa County on Monday, November 10;
- Inserts are being included in the enrollment notices to provide cost comparisons under current rates;
- Two Town Hall meetings will be held in different parts of Napa County;
- MCE enrollment will occur in Napa in February;
- MCE staff are participating in numerous meetings, presentations and events
- A paid advertising campaign is underway
- MCE staff are working with the Community Advisory Group for feedback and direction with community outreach;
- Staff met with Napa County Supervisors;
- A Napa-specific web page has been created which includes an interactive map for identifying unincorporated areas versus incorporated.

Alex also presented ads that are currently published in Marin County newspapers and buses featuring local residents and businesses.

Regulatory and Legislative Updates (Discussion/Action):

Beth Kelly, Legal Director, referred to a list of acronyms for use by Directors. She referred to page 353 of the packet which provides an executive summary of regulatory affairs for October 2014 covering the IOU 2014-15 Energy Storage Procurement (A.14-02-006); the 2014 Long-Term Procurement Planning (LTPP) (R.13-12.010), the 2015 Energy Efficiency & Rolling Portfolios (EE) (R.13-11-005), Development of Distribution Resource Plans (DRP) (R.14-08-013), and CAISO Load Granularity Refinements (LGR).

Director Kelly explained that each topic before the California Public Utilities Commission (CPUC) has a home, each called a proceeding. MCE is currently involved in a new proceeding related to Integrated Demand Side Management (IDSMS), which will serve as an umbrella proceeding for several other proceedings. There are many barriers to deploying IDSMS which include data issues, billing issues, coordination issues, cost issues, and particularly incentive alignment issues. MCE is very involved in this and their comments will be submitted tomorrow; MCE will later file reply comments. Once this is done, she will have a better idea on what policy direction is looking like at the CPUC, but it could be a very impactful proceeding and closely tied to work which Becky Menten is undertaking, which is the cutting edge of energy efficiency. She stated

that their main emphasis is how to get to grid neutrality and have people access their energy savings on the grid in a fair way, and this will be presented in more detail next month.

Director Kelly stated the two main additional PG&E charges hitting customers' pocketbooks are called the Power Charger Indifference Adjustment (PCIA) and the Cost Allocation Mechanism (CAM). These charges represent energy that PG&E is buying which is broken down in electricity and capacity.

Director Kelly then briefly explained PCIA which is an "exit fee" imposed on departing load that is intended to protect bundled utility customers. CAM is a mechanism for passing through resource adequacy-related procurement costs within an IOU's service territory. PG&E procures a resource and needed capacity and capacity costs are allocated to all customers. There have been steps taken by MCE to address these added charges for their customers. In 2014, customers are paying almost \$13 million for PG&E's past procurement. Furthermore, customers are paying \$4.7 million for basically over-priced capacity. This adds 18% to procurement costs which is \$130 every single year from an average residential customer.

Notwithstanding these fees, MCE customers are paying less than PG&E even with these additional fees. Looking at the total of these fees, MCE could use this \$17.7 million to put back into customers' pockets, make the state greener, add more renewable procurement to our portfolio, and to support green jobs and energy efficiency programs. MCE believes this is an issue of fairness and how to maintain competitive neutrality.

The main issue with the PCIA is "stranded costs." The way to prevent "stranded costs" is for PG&E to procure appropriately for customers leaving their service. MCE is working on this issue in the long term procurement plan (LTPP) proceeding.

Additionally, the CPUC issued a White Paper on CAM and said they have been working with the CPUC Policy and Planning Division and Energy Division to pursue MCE's objective; to protect CCA procurement autonomy. Also, we are ensuring that our long term procurement is considered to reduce CAM and to improve the fairness of the CAM methodology.

These are important steps in the right direction and the current proceedings before the CPUC could have lasting impacts for future customers in bringing down costs. For new customers, they will need to see a ratcheting down and phasing out of the PCIA over a two year period to get to the point where customers are not bearing this cost on a long term basis.

Directors discussed their understanding of PCIA which was anticipated to be phased out. Ms. Kelly noted factors that affect this are market prices being low right now and stranded costs therefore being high. The amount PG&E is out of the money under this methodology means there is more money that PG&E can collect. Another contributing factor is that PG&E entered into renewable and other contracts years ago that are just now coming on line, and as for ratcheting down, they are really looking at 25 years out. Executive Officer Weisz noted that also

in 2012, MCE was part of a large coalition that pushed the CPUC to overhaul the way the PCIA calculation was done. The CPUC denied this request.

Board and Staff Matters (Discussion):

There were no Board Member or staff announcements.

Adjournment:

The Board of Directors adjourned the meeting at 10:00PM to the next regular Board meeting on December 4, 2014.

Chairperson

Attest:

Dawn Weisz, Secretary



December 4, 2014

TO: Marin Clean Energy Board
FROM: Sarah Estes-Smith, Administrative Associate
RE: Report on Approved Contracts (Agenda Item #4 – C.2)

Dear Board Members:

SUMMARY:

In March 2013 your Board adopted Resolution 2013-04 which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000 within a fiscal year consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

In November 2012 your Board approved the MCE Integrated Resource Plan authorizing the Executive Officer to enter into and execute short term power purchase agreements for energy, capacity and renewable energy for less than or equal to 12 months, as well as medium-term contracts for energy, capacity and renewable energy for terms of greater than 12 months and less than or equal to 5 years in conjunction with the MCE Board Chair. Short and medium term power purchase agreements must be pursuant to a MCE Board approved Integrated Resource Plan. A committee of the MCE Board is consulted prior to execution of any medium-term contract by the Executive Officer and MCE Board Chair.

The following chart summarizes contracts of this nature which have been entered into during the previous month:

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
October	Leadership training for MCE staff	Liz Paris Consulting	\$1,050	6 months
November	Transcription services for MCE Board meetings	Lisa's Word Processing	\$5,000	5 months
November	25 MW Hydroelectric Power 2015-2017	Shell Energy North America	\$5,074,560	3 years
November	Energy efficiency, finance, procurement and stakeholder communications support	Jennifer Dowdell	\$10,000	4 months

Recommendation: Information only. No action required.



December 4, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: Fourth Agreement with Community Energy Services Corporation
(Agenda Item #04 - C.3)

ATTACHMENT: Fourth Agreement with Community Energy Services Corporation

Dear Board Members:

SUMMARY:

The proposed agreement with Community Energy Services Corporation (CESC) would provide continuation of services to MCE for implementation of the small commercial energy efficiency program.

Background

Energy efficiency has always been an integral component of the MCE vision. In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November of 2014, the California Public Utilities Commission vote to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

The small commercial is one of four program elements approved by the CPUC, and is funded at a total of \$462,311. The program is designed to serve hard to reach small commercial properties by making energy efficiency opportunities easy to capture.

On November 1, 2012 your Board approved the First Agreement with CESC for energy efficiency services for the multifamily and small commercial sector. On March 7th, your Board approved the Second Agreement with CESC for energy efficiency program

services for the multi-family and small commercial sector for the 2013 – 2014 program. On November 7th, 2013, your Board approved the Third Agreement with CESC.

CESC has been a leading implementer of small commercial direct install programs across the Bay Area, including in the County of Marin, for several years. The CESC and County of Marin SmartLights program has accomplished significant energy and monetary savings for Marin County and City of Richmond residents, primarily through lighting and refrigeration upgrades.

The small commercial program has been jointly implemented with PG&E to minimize customer confusion. The County of Marin and the City of Richmond have also been very engaged in the program, offering staff to accompany SmartLights on the audit and assisting with outreach and customer identification for the program.

Under the proposed Fourth Agreement, CESC would continue to be the lead program implementer for the MCE program. CESC would provide energy evaluations at no cost to small businesses prepare and deliver energy evaluation reports, identify qualified contractors from a pool of pre-determined professionals who have agreed to specific terms, and oversee the installation of the efficiency measures for quality control. To gain efficiencies in cost and leverage work performed over the past two years, this Agreement would have CESC focus on selling projects for the 800 or more audits that have already been performed.

In addition to these services, SmartLights would also be able to provide savings estimations for lighting in the MCE multifamily energy efficiency program on an as needed basis.

The requested contract amount of \$107,500 would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Approve Fourth Agreement with Community Energy Services Corporation.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND COMMUNITY ENERGY SERVICES CORPORATION (CESC)**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day December 4, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and COMMUNITY ENERGY SERVICES CORPORATION (CESC), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services:

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$107,500**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2015**, and shall terminate on **December 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager: Sarah Estes-Smith, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Martin Bond
Address:	1013 Pardee Street
	Berkeley, CA 94710
Telephone No.:	(510) 981-7757

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
 Executive Officer
 Date: _____

By: _____
 Chairperson
 Date: _____

CONTRACTOR:

By: _____
 Name: _____
 Date: _____

MCE COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES (required)**

1. Contractor Scope of Work is provided in the table below.

Table 1. Scope of Work	
1	Administrative
a	Maintain Data Management and Accounting protocols to comply with MCE / CPUC program reporting requirements
b	Define customer eligibility criteria
c	Define Program Process: Marketing/ enrollment; Audits/Scheduling; Project Management/installation; Inspections/ QA&QC; invoicing/reporting
d	Define Audit Criteria: Information tracked, savings calculation methodology
e	Create Customer-facing reports with applicable branding, metrics and financing options
f	Create Tracking reporting methodology: Create internal tracking process
g	Integrate financing options into audit process and customer reports
h	Define Required Documentation for Project installation
i	Identify and Implement Process Improvements
2	Contractor Recruitment
a	Recruit contractors and suppliers; Through RFQ , or other process
b	Identify and Implement any changes to program installation labor and material pricing
e	Assist MCE in Implementation of Contractor workshops
f	Support MCE Workforce Development Policies
3	Incentives
a	Set incentives for the installation of energy efficiency retrofits, to meet cost effectiveness goals for each measure/ technology
b	Establish incentive structure to encourage deep retrofits , and multiple measures: either 'Packages' or 'Tiers'
4	Marketing
a	Define Message, in collaboration with PG&E reflecting joint program structure, including co-branding
b	Create/ Modify existing Marketing Material (flyers/application/website)
c	Develop Program Marketing and Outreach Plan: target existing audits performed in 2013 – 2014 program year and focus on selling projects
5	Quality Assurance/Quality Control
a	Determine contractor requirements

b	Establish Post Inspection procedure, % of inspections by MCE, and incentive amount threshold for automatic inspection
c	Process for verification of incentive payments
d	Dispute resolution Plan
6	Coordinate with PG&E on programs to avoid duplication/competition
a	Hold meetings with complimentary and non-competitive EE & DR Programs operating in MCE territory
b	Be available to provide services in unincorporated Napa County on an on-call basis

**EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)**

Fees:

The maximum compensation for labor, travel and materials is not to exceed \$107,500. This contract will be billed as a time and materials contract.

Community Energy Services Corporation		2015 Rates
Hourly Rates (unless otherwise noted)		
Admin		
	Program Manager	\$ 75.00
	Division Director	\$ 85.00
Marketing	Manager	\$ 65.00
	Coordinator	\$ 55.00
Direct Implementation		
	Program Manager	\$ 75.00
	Sr. Project Manager	\$ 70.00
	Project Managers	\$ 65.00
	Operations Coordinator	\$ 55.00
	Project Coordinator	\$ 55.00
	Intern	\$ 30.00
Mileage	Per Mile at current IRS rate	
Materials	At cost	

Budget:

Administrative Costs	\$16,000
Marketing and Outreach	\$10,000
Program Performance Incentive ¹ (Target of 800,000 kWh)	\$0.05 / kWh
Technical Assistance Direct Implementation (Multi-Family)	\$1,500
Technical Assistance Direct Implementation (Small Commercial)	\$40,000
Contract Total(NTE)	\$107,500
¹ The program performance incentive may be invoiced by CESC on a kWh / project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh savings in completed projects. MCE reserves the right to reduce payment of the incentive if more than 40% of kWh savings result from free LED measures.	



December 4, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: First Addendum to Third Agreement with Association for Energy Affordability (Agenda Item #04 - C.4)

ATTACHMENTS: A. Third Agreement with Association for Energy Affordability
B. First Addendum to Third Agreement with Association for Energy Affordability

Dear Board Members:

SUMMARY:

The proposed contract with the Association for Energy Affordability (AEA) would allow for AEA to continue serving as the primary technical assistance consultant to MCE in support of the MCE multi-family energy efficiency program.

Background

Energy efficiency has always been an integral component of the MCE vision. In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November of 2014, the California Public Utilities Commission vote to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

The multi-family energy efficiency program is one of four program elements approved by the CPUC, and is funded at a total of \$430,486. The program is designed to serve hard to reach multi-family properties and encourage property owners to invest in both common areas and tenant units.

The Association for Energy Affordability (AEA) is uniquely experienced and well suited to provide high quality services in the multi-family sector in our region. AEA is a non-profit organization dedicated to improving the efficiency of new and existing multi-family buildings. In addition to having decades of experience working in multi-family buildings, AEA played an instrumental role in the development of the Building Performance Institute standards for multi-family energy efficiency improvements. The BPI standards for multi-family buildings are the pre-eminent standards for building performance in multi-family buildings, and are likely to be relied upon in the statewide investor owned utility whole building multi-family program.

On October 4th, 2012 your Board approved the first contract with AEA to provide services to the multifamily sector. On February 7th, 2013 your Board approved a Second Agreement with AEA to provide multi-family program services. , On November 7th, 2013, your Board approved a Third agreement with AEA. AEA has supported the MCE by serving as technical consultants and program implementers to the multi-family program. Their assistance has been instrumental in developing program guidelines, including audit procedures, report templates, quality assurance and quality control policies. AEA has assisted MCE staff in developing incentive structures that will support the greatest success in achieving the specific desired outcomes of the program. Additionally, AEA has represented MCE well in the field through conducting the audits on multi-family properties. They have proven themselves as effective and professional program partners. In the time AES has been supporting the MCE program, the program has accomplished energy assessments in 305 multifamily buildings, provided direct install services to 989 units, and saved 69,000 kWh and 7,842 therms. This equates to removing nearly 19 vehicles from the road.

MCE staff requests approval of the draft First Addendum, which would reflect an increase in contract amount to not exceed \$212,000 and extend the contract end date by 12 months, to December 31, 2015. The proposed Addendum to the Third Agreement includes support for AEA to continue in their role as technical consultant for the program. AEA would continue to provide energy audits on behalf of the program, and would interface with property owners and managers to explain the opportunities represented in the audit report. AEA has also been working closely with the Marin City Community Development Corporation (MCCDC) to identify workforce development opportunities in this program and to utilize locally trained workers where possible. Finally, AEA would provide the oversight for the installation of energy efficiency measures to ensure property owners, managers, and the MCE program are getting the highest quality work products that will deliver the estimated energy savings.

Recommendation: Approve First Addendum to Third Agreement with Association for Energy Affordability (AEA).

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND THE ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **November 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and the **Association for Energy Affordability (AEA)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide technical consulting services for the multi-family energy efficiency program.

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The MEA agrees to make available all pertinent data and records for review, subject to MEA Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$106,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2014**, and shall terminate on **December 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA of Marin may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MEA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MEA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MEA.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Contract shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Contract. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MEA shall have the right, during regular business hours, to review and audit all records relating to this Contract during the Contract period and for at least five (5) years from the date of the completion or termination of this Contract. Any review or audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MEA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

13. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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 the Joint Powers Agreement and is a public entity separate from its constituent members. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20.

NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Andrew Brooks
Address:	1900 Powell Street, Suite #420
	Emeryville, CA 94608
Telephone No.:	(510) 431-1791

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY

Marin Energy Authority:

By: [Signature]
Executive Officer

By: [Signature]
Chairman

CONTRACTOR:

By: _____
Name: Andrew Brooks, Director - West Coast Operations

MEA COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES (required)**

Marin Energy Authority’s Multifamily Energy Efficiency Project

PROPOSED SCOPE OF SERVICES	
Scope Item #1:	Program scoping & design process
Scope Item #2:	Building information & utility data analysis
Scope Item #3:	Energy Audits (ASHRAE Level I & II)
Scope Item #4	Measure Implementation
Scope Item #5	Data Management for EM&V process

SCOPE ITEM #1: PROGRAM SCOPING PROCESS:

In conjunction with MEA staff AEA will review the current MFEET Program Implementation Plan and will help determine the best way to proceed with implementation in order to achieve the program energy savings targets in the timeliest fashion possible. AEA will work with MEA to craft a long-term sustainable program implementation plan that can be applied to 2013-2014 transition period.

SCOPE ITEM #2: BUILDING INFORMATION & UTILITY DATA ANALYSIS

AEA will work with MEA and its program partners to develop a list of candidate buildings to retrofit. AEA will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

SCOPE ITEM #3: BUILDING LEVEL ENERGY AUDITS:

AEA will determine which buildings in MEA’s pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. AEA will begin to perform audits on buildings coming into the program as the budget allows. AEA may also begin to train other individuals, whom MEA will select, to help perform energy audits going forward.

SCOPE ITEM #4: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

AEA will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, AEA will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, AEA will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program.

AEA will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

SCOPE ITEM #5: DATA MANAGEMENT FOR EM&V PROCESS:

AEA will work with MEA to help identify which data points should be collected and tracked for every project. AEA can help develop the tools necessary for collected, tracking and analyzing the data that will be required for the EM&V process.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Hourly wages shall be billed based on employee classification per table 1. The contractor shall bill in 0.25 hour increments for his or her services.

In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$106,000.

Director or Senior Energy Analyst	\$150
Energy Analyst	\$130
Administrative Support	\$90

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY**

This FIRST ADDENDUM is made and entered into on December 4, 2014 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical consulting services for the multi-family energy efficiency program as directed by MCE staff dated November 7, 2013 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$106,000 for the technical consulting services described within the scope therein; and

WHEREAS, Section 5 states the agreement shall terminate on December 31, 2014; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$106,000 for a total not to exceed \$212,000; and

WHEREAS the parties desire to amend the agreement termination date to December 31, 2015.

NOW, THEREFORE, the parties agree to modify Sections 4 and 5, and Exhibit B as set forth below.

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$212,000**.

2. The first sentence of Section 5 is hereby amended to read as follows:

This Agreement shall commence on **January 1, 2014**, and shall terminate on **December 31, 2015**.

3. The second sentence of the second paragraph of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$212,000 for the term of the agreement.

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

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

By: _____

Date: _____



December 4, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: Third Agreement with Planet Ecosystems, Inc. (Agenda Item #04 - C.5)

ATTACHMENT: Third Agreement with Planet Ecosystems, Inc.

Dear Board Members:

SUMMARY:

The proposed agreement with Planet Ecosystems, Inc. (PEI) would continue support of the MyEnergyTool web portal and the Home Utility Report mailer campaigns.

Background

Energy efficiency has always been an integral component of the MCE vision. In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November of 2014, the California Public Utilities Commission vote to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

The single family utility demand reduction program is one of four program elements proposed to the CPUC, and is funded at a total of \$227,470. The program was developed to comply with CPUC guidance that MCE not overlap existing energy efficiency program offerings, but instead complement existing programs offered by other parties. This program is therefore designed to provide customers with the education and inspiration to take actions to reduce their energy usage, and to connect interested customers with existing resources needed to implement energy improvements in their homes.

On January 9th, 2013 MCE entered into an initial First Agreement with Planet Ecosystems, Inc to explore development of a web based energy efficiency tool for single family residential customers in Marin and the City of Richmond. On February 7th 2013 your Board approved the Second Agreement with Planet Ecosystems, Inc. to customize their web tool to MCE's program needs and license this tool on a software-as-service basis. The contract also included funding for outreach efforts necessary to drive participation to the web tool. In March of 2013, your Board approved a second addendum to the Second Agreement with Planet Ecosystems, Inc. to extend the contract from March 31^s, 2014 to April 30th, 2014 to allow for results from the Home Utility Report outreach campaign to inform future contract decisions. Finally, in April of 2014, your Board approved a Third Addendum to the Second Agreement with PEI to continue expansion of the Home Utility Report campaign and to maintain support of the existing MyEnergyTool website.

Since its launch in 2012, the MyEnergyTool has over 6,304 active users. These users have completed 1,437 Action Plans. Additionally, 1,499 users have utilized the "Search for Contractor" function of the web tool. In November of this year, PEI unveiled a new user experience design for the web portal, significantly improving the aesthetic and the flow of the tool. In addition to the function of the web tool, 16,273 Home Utility Reports (HURs) have been mailed to customers in our service territory, informing them of their energy usage and providing direction on how to utilize the web tool to learn more and take action. 302 of these HURs recipients have logged on to the portal and 199 have completed action plans. These HURs have also saved 462,817 kWh and 1,058 therms since November 2013, equating to removing 68 cars from the road.

The proposed Third Agreement with PEI would continue activities in the web tool and HUR program areas. This funding would continue HURs at existing levels, and possibly expand the program to new customers. This funding also continues licensing of the MyEnergyTool. The proposed funding amount of \$206,800 would be funded completely from the CPUC Energy Efficiency funds.

Recommendation: Approve Third Agreement with Planet Ecosystems, Inc.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND PLANET ECOSYSTEMS, INC. (PEI)**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day December 4, 2014 by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and PLANET ECOSYSTEMS, INC. (PEI), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: energy efficiency technical services; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

Subject to the terms and conditions of this Agreement, Contractor grants MCE a non-exclusive, non-transferable license to access and use the software described in Exhibit A ("Software") as a service hosted by Contractor ("Service") during the term of this Agreement and to allow MCE's customers to access and use the Service solely for their personal, non-commercial use subject to terms and conditions that comply with Section 14. MCE shall not, and shall not permit any third party to (i) modify, copy or create derivative works of the Software or based on the Service; (ii) frame or mirror any content forming part of the Software or the Service; (iii) reverse engineer the Software; (iv) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, any external websites that are linked to via the Service; (v) without Contractor's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; or (f) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means. Except as expressly set forth herein, no express or implied license or right of any kind is granted to MCE regarding the Software, the Service or any part thereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$206,800**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2015**, and shall terminate on **December 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a

per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE, except pursuant to a transfer of all or substantially all of the Contractor's business and assets, whether by merger, sale of assets, sale of stock, or otherwise.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

MCE may develop (or have developed by a third party), and shall retain ownership of all intellectual property rights to hooks, interfaces or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification of the Software. MCE shall own that software developed for MCE by Contractor to specifications provided by MCE and specifically identified in a writing signed by both parties ("Custom Software"), and any intellectual property rights to such Custom Software provided by Contractor under this Agreement, which may include hooks, interfaces or similar tools for use with the Software. MCE acknowledges that Contractor exclusively owns all rights, title and interest in and to the Software and its derivatives. MCE further acknowledges that any software developed by Contractor not specifically identified as Custom Software, as evidenced by a writing signed by both parties shall be considered as normal development of Consultant's tools and services and as such remain the exclusive property of Contractor and Contractor shall retain all related rights to said developments. Contractor shall have a royalty free, worldwide, transferable, sublicensable, irrevocable, unlimited, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by MCE, its users or other users relating to the Software.

12. CONFIDENTIALITY:

Contractor acknowledges that MCE is a public agency subject to the California Public records Act (California Government Code section 6250, *et seq.*). MCE acknowledges that the Software and the Service are the sole property of Contractor and it therefore recognizes that any unauthorized disclosure of the Proprietary Information relating to the Software or the Service disclosed to it may cause irreparable harm to Contractor. MCE undertakes not to disclose to any third party without the prior written authorization of Contractor any and all Proprietary Information. "Proprietary Information" means any and all confidential or proprietary information disclosed to MCE or made available to MCE by Contractor or on its behalf. including, without limitation, trade secrets, know-how, client lists, proposed trademarks, patent applications, formulations, techniques, processes, inventions, ideas, designs, formula, methodology, computer software, computer software source codes, machinery, equipment, all prior and future developments, enhancements and improvements to any of the foregoing and information regarding sources of supply, business plans, patent positioning and the existence, scope and activities regarding any research, development, manufacturing, marketing or other projects of Contractor.

13. TERMINATION:

- A. If the Contractor (i) fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract and does not fully cure the failure within ten (10) days after MCE gives notice of the failure to Contractor, or (ii) violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

14. DISCLAIMER:

Contractor represents and warrants that the Service and all Services provided by Contractor hereunder will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, THE SERVICE, AND ALL SERVICES PROVIDED BY CONTRACTOR HEREUNDER ARE PROVIDED "AS IS," AND CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE OR THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO MCE BY CONTRACTOR. CONTRACTOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE OR THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

Prior to making the Service available to any end user, MCE shall ensure that such end user is bound by terms of service contains terms no less restrictive than those set forth in Exhibit C and a privacy policy that enables Contractor to provide the Service hereunder. A sample terms of service and privacy policy are attached as Exhibit D and Exhibit E, respectively. THE SAMPLE TERMS OF SERVICE AND PRIVACY POLICY ARE PROVIDED AS IS AND FOR MCE'S CONVENIENCE ONLY, AND ARE NOT PROVIDED AS LEGAL ADVICE. CONTRACTOR DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE SAMPLES COMPLY WITH APPLICABLE LAW, ARE ENFORCEABLE OR ARE SUITABLE FOR MCE. ANY USE OF THE SAMPLES IS AT MCE'S OWN RISK. CONTRACTOR DISCLAIMS ALL LIABILITY OR LOSS IN CONNECTION WITH MCE'S USE OF THE SAMPLES. MCE SHOULD ALWAYS CONSULT ITS OWN ATTORNEY BEFORE MAKING ANY LEGAL DECISIONS.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of MCE. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnification liability is limited to the greater of the fees paid to Contractor by MCE under this Agreement or the proceeds recovered under Contractor's insurance.

20. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

21. ENERGY SAVINGS:

MCE shall have all right, title and interest in the environmental attributes (including, but not limited to, any and all credits, benefits, emissions reductions, offsets, savings, and allowances, howsoever entitled) attributable to the services performed pursuant to this Agreement.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from MCE's contact person referenced in paragraph 23. NOTICES below.

23. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager: Sarah Estes-Smith, Administrative Associate

 MCE Address: 781 Lincoln Ave., Suite 320

 San Rafael, CA 94901

 Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Planet Ecosystems, Inc. Attn. Rory Jones

 Address: 2480 Poppy Drive

 Burlingame, CA 94010

 Telephone No.: (650) 218-4000

24. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	_____
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	_____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
 Executive Officer
 Date: _____

By: _____
 Chairperson
 Date: _____

CONTRACTOR:

By: _____
 Name: _____
 Date: _____

MCE COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Task One: Program Management:

Services: PEI will manage all activities necessary to fulfill MCE's Single-Family Demand Reduction sub-program. This includes engagement and management of outreach and technology platform vendors; website design and integration; education/training for MCE web portal stakeholders including consumers, contractors, administrators, and others; planning and implementation services for technology expansion for additional programs which may include OBR, PACE, Standard Offer Procurement, etc.; and regulatory support.

Deliverable(s): Partner coordination, stakeholder training, technical assistance, reporting

Costs: Program Management costs will be \$54,000.

Total Labor hours: 360

Hourly rate: \$150/ hr

Program Manager: \$150/ hr for 360 hours

Task Two: Technology Services

Services: The Single-Family Demand Reduction sub-program will utilize the services of the web portal.

Deliverable(s): Software-as-a-service, technology hosting and configuration, partner coordination, stakeholder training, technical assistance, and reporting.

Costs: Licensing for above technology services at \$6,900 /month (\$5,000 / month for core web portal and \$1,900 for single family functionality) for a total of \$82,800.

Task Three: Home Utility Reports

Activity: Pilot of mass-customized out-bound Energy Report mailings to specific consumers, based on the output of the Campaign Optimizer tool. Mailings may be delivered in hard-copy form within existing out-bound monthly envelopes or eMail, if agreed to by MCE. PEI will continue with the existing Energy Report program providing mailers to approximately 15,400 homes with possible expansion to new customers on a case by case basis, to be reviewed and approved by MCE program staff. The outcomes of the initial pilot will inform potential future ramp up of this program offering. Additional funding will be set aside to evaluate the pilot effort; however, no funds can be invoiced against the evaluation line item until the proposed evaluation plan has been approved by MCE staff.

Deliverable(s): Approximately 118,442 Energy Reports mailed in 2015.

Costs: Fulfillment costs include print, production, delivery, etc. using third party vendors

Cost per Utility Management Report (UMR) = \$0.50 / Energy Report.

Estimated total cost: \$59,221

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following payment fees/schedule:

Task One: Program Management	
Program Management (Hourly)	\$150
Task Two: Technology Services	
Core Web Portal License (Month)	\$5,000
Single Family Portal License (Month)	\$1,900
Task Three: Home Utility Reports	
Home Utility Reports (Each)	\$0.50

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$206,800** for the term of the agreement.

Administrative Costs	\$20,000
Marketing and Outreach	\$10,000
Technical Assistance Direct Implementation	\$176,800
Contract Total(NTE)	\$206,800



December 4, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: First Addendum to Third Agreement with Marin City Community Development Corporation (Agenda Item #04 - C.6)

ATTACHMENTS: A. Third Agreement with Marin City Community Development Corporation
B. First Addendum to Third Agreement with Marin City Community Development Corporation

Dear Board Members:

SUMMARY:

The proposed agreement with the Marin City Community Development Corporation (MCCDC) would continue the strong role that MCCDC has played in providing MCE with a team of local workers to complete direct installation of light efficiency measures in multi-family tenant units.

Background

Energy efficiency has always been an integral component of the MCE vision. In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November of 2014, the California Public Utilities Commission vote to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

The multi-family energy efficiency program is one of four program elements approved by the CPUC, and is funded at a total of \$430,486. The program is designed to serve hard

to reach multi-family properties and encourage property owners to invest in both common areas and tenant units.

The Marin City Community Development Corporation (MCCDC) has been empowering Marin communities for more than thirty years. With a diverse mix of proven asset development programs, MCCDC has been helping job seekers find and retain employment and build their lives and communities with the savings they earn. MCE and MCCDC have partnered on successful projects in the past, including the San Rafael airport solar photovoltaic project, which employed local workers trained through MCCDC programs.

On October 4th, 2012 your Board approved the First Agreement with MCCDC to provide energy efficiency program services. On February 7th, 2013 your Board approved the Second Agreement with MCCDC to provide energy efficiency program services, expanding the scope to include a direct installation component. Under the First and Second Agreements MCCDC has been supporting the MCE multi-family program for the past year. MCCDC has demonstrated the ability to deliver a well-trained team of employees to accomplish the direct install work, assisting in scheduling, securing sufficient materials, and staffing and transport to the job site. The crew at MCCDC has offered high quality services to 989 units, collecting the data necessary to support reporting to the CPUC and interacting with tenants to improve opportunities for long term energy savings. This agreement would continue to support MCCDC in providing crews, including identifying and implementing any training necessary to fulfill this role.

The term of the existing agreement expires on December 31 of this year. At this time, MCCDC does not need additional funding. MCE staff requests approval of the present First Addendum, which would extend the contract end date by 12 months, to December 31, 2015. This would continue to provide an opportunity for local training program graduates to gain valuable hands-on experience working on energy efficiency crews.

Recommendation: Approve First Addendum to the Fourth Agreement with Marin City Community Development Corporation.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND MCCDC**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day November 7, 2013 by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and MCCDC, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Coordinate with MEA on the delivery of the MEA Energy Efficiency Program by providing direct install services.

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The MEA agrees to make available all pertinent data and records for review, subject to MEA Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **December 1, 2013**, and shall terminate on **December 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA of Marin may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MEA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MEA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MEA.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Contract shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Contract. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MEA shall have the right, during regular business hours, to review and audit all records relating to this Contract during the Contract period and for at least five (5) years from the date of the completion or termination of this Contract. Any review or audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MEA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

13. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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 the Joint Powers Agreement and is a public entity separate from its constituent members. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager: Beckie Menten

MEA Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Liz Darby, Marin City Community Development Corporation
 Address: 441 Drake avenue
Marin City, CA 94965
 Telephone No.: (415) 339-2837

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY

Marin Energy Authority:

By: [Signature]
Executive Officer

By: [Signature]
Chairman

CONTRACTOR:

By: [Signature]
Name: LIZ DARBY

MEA COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Scope of Work
Multifamily Energy Efficiency Program

Task 1: Direct Installation

Task 1.a. Develop Direct Install Crew

MCCDC to select, train, and oversee staff for installation of the direct install component of the MEA Multifamily Efficiency Program. The staff should have basic familiarity with energy efficiency and have training in the installation of basic efficiency measures, including but not limited to: light bulb replacement, pipe insulation, shower and faucet head replacements, weather stripping and weatherization of windows and building envelope, and to a limited extent, duct testing and sealing.

Deliverables:

1. MCCDC will recruit and screen Direct Install Crew members, including performing background checks.
2. MCCDC to identify additional training necessary and work with MEA to develop curriculum and deliver training.

Task 1.b. Complete Direct Installation of Energy Efficiency Measures

MCCDC will provide on the ground crews per Task 1.a. above to complete direct installation of light energy efficiency measures as identified in the audit report and as desired by the multifamily property owner. MCCDC will coordinate scheduling of direct install team with MEA staff and other MEA Multifamily Efficiency Program contractors. MCCDC will review and comply with the quality assurance and quality control provisions of the MEA Multifamily Efficiency program.

MEA will provide DI materials for installs unless otherwise noted.

Deliverables:

1. MCCDC will provide a Direct Install crew consisting of a Crew Leader and EE Specialists.
2. MCCDC will meet QC standards of the project, and MEA will provide feedback as needed.
3. MCCDC will handle storage, and transport of direct install materials to the worksite, and will provide monthly inventories of materials on hand for MEA. MCCDC will communicate ordering needs.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)**

Payment Terms

MCCDC will invoice MEA for the work performed on the scope of work as follows:

1. Project allocated work will be billed monthly. All invoices must include sufficient documentation to verify the hours spent and the work completed during the invoice period. For 2013-14, backup documentation will include hours billed. Time allocations for MCCDC staff will indicate the following fields showing daily hours worked in the following areas:
 - a) Direct Installation – including installation crew time, as well as coordination and/or supervision.
 - b) Administration

2. Mileage and expenses (such as specific materials costs) submitted will show clear and direct relation to the MEA project. MEA must have on file proof of valid auto insurance before mileage expenses can be paid. Mileage expenses must comply with federal per diem mileage reimbursement rates. These rates can be found at: http://www.gsa.gov/portal/content/100715?utm_source=OGP&utm_medium=print-radio&utm_term=mileage&utm_campaign=shortcut. Equipment purchases totaling greater than \$20 per individual unit must be cleared with MEA staff in advance. All equipment purchases must be supported with documentation including a receipt at a minimum.

3. Parties acknowledge that at no point will services under Exhibit A be provided if there is not sufficient remaining budget available to cover such services.

MCCDC Efficiency Program Budget	2013
Task 1. Direct Installation	\$50,000
Task 1.a. Develop Direct Install Crew	\$ 5,000
Task 1.b. Complete Direct Installation of Energy Efficiency Measures	\$45,000
Total	\$50,000

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MARIN CITY COMMUNITY DEVELOPMENT
CORPORATION (MCCDC)**

This FIRST ADDENDUM is made and entered into on December 4, 2014, by and between MARIN CLEAN ENERGY, formerly MARIN ENERGY AUTHORITY, (hereinafter referred to as "MCE") and MARIN CITY COMMUNITY DEVELOPMENT CORPORATION (MCCDC) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide direct install services for the MCE Energy Efficiency Program, as directed by MCE staff, dated November 7, 2013 ("Agreement"); and

WHEREAS, Section 5 states the agreement shall terminate on December 31, 2014; and

WHEREAS the parties desire to amend the agreement termination date to December 31, 2015.

NOW, THEREFORE, the parties agree to modify Section 5 as set forth below.

AGREEMENT

1. The first sentence of Section 5 is hereby amended to read as follows:

This Agreement shall commence on **December 1, 2013**, and shall terminate on **December 31, 2015**.

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

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MARIN CITY COMMUNITY DEVELOPMENT
CORPORATION (MCCDC)**

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____



December 4, 2014

TO: Marin Clean Energy Board of Directors
FROM: Emily Goodwin, Director of Internal Operations
RE: First Addendum to Third Agreement with Jay Marshall (Agenda Item #04 – C.7)

ATTACHMENTS:

- A. Third Agreement with Jay Marshall
- B. First Addendum to Third Agreement with Jay Marshall

Dear Board Members:

SUMMARY:

On March 6, 2014, MCE entered into the Third Agreement with Jay Marshall (“Agreement”) to provide general information technology (IT) support services to MCE. The agreement is for \$20,000 and will expire on March 31, 2015. Jay Marshall currently provides general IT support to MCE’s staff on a routine basis and oversees MCE’s IT and communications infrastructure.

There is a need to increase the scope of services to continue his role of general IT support and also to allow for new IT responsibilities related to the move to MCE’s new office at 700 Fifth Avenue in San Rafael. This move will require new cabling at work stations as well as conference room configuration. MCE staff requests approval of the draft First Addendum, which would reflect an increase in the contract amount to not exceed \$50,000.

Recommendation: Approve First Addendum to Third Agreement with Jay Marshall.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND JAY MARSHALL**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the **MARIN CLEAN ENERGY**, hereinafter referred to as "MCE" and **Jay Marshall**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide general information technology (IT) support services as requested by MCE staff.**

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 16 of this Agreement to indemnify, defend and hold the MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Agreement Manager and all notices shall be given to MCE at the following location:

Contract Manager: Sarah Ritter, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Jay Marshall
Address:	16 Portola Avenue
	San Rafael, CA 94903
Telephone No.:	(415) 987-7153

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY
Marin Clean Energy:

By: [Signature]
Executive Officer

By: [Signature]
Chairman

CONTRACTOR:

By: [Signature]
Name: Lloyd J. Marshall

MCE COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

- REASON(S) REVIEW:**
- Standard Short Form Content Has Been Modified
 - Optional Review by MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____ Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide general information technology (IT) support to MCE. Contractor shall provide support services to MCE personnel for maintaining and addressing issues related to operations of:

- o Computer systems, including desktops, networking, internet connectivity
- o File server and Switch/WIFI/Firewall
- o Telephone systems, including 17 handsets, voicemail, Aliworx version 7.1 telephony software, connections to Internet and SIP provider for telephony
- o Microsoft operating system and a single file/print server and Service Pack installation and updates as required
- o Google Applications and Egnyte file services support (Email and Cloud Back-up)
- o Software, including Office, Acrobat Professional, Dreamweaver, anti-virus and anti-malware, and others
- o Other hardware components

Contractor shall provide IT transitional assistance if the MCE elects to contract IT services through a different contractor. If requested, Contractor shall provide and assist in transferring his full knowledge of MCE computer, telephone, and internet systems, settings, and passwords.

Support is available M-F from 9AM to 5PM excluding holidays.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

An hourly fee of \$125 for professional services billed in .25 hour increments under this agreement will be invoiced monthly for all services rendered. Invoices will not be accepted if received more than 60 days from the original invoice date. In no event will the total cost to MCE for the services to be provided herein exceed the maximum sum of \$20,000 for the term of the contract.

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND JAY MARSHALL**

This FIRST ADDENDUM is made and entered into on December 4, 2014 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and JAY MARSHALL (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide general information technology (IT) support services as directed by MCE staff dated March 6, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$20,000 for the IT support services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$30,000 for a total not to exceed \$50,000.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$50,000**.

2. The third sentence of the second paragraph of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$50,000 for the term of the agreement.

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

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND JAY MARSHALL**

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

By: _____

Date: _____



December 4, 2014

TO: Marin Clean Energy Board

FROM: Alex DiGiorgio, Community Affairs Coordinator

RE: Charles F. McGlashan Advocacy Award Nominations (Agenda Item #05)

ATTACHMENT: Award Certificate

Dear Board Members:

SUMMARY:

On June 2, 2011, your Board established the Charles F. McGlashan Advocacy Award to recognize individuals and organizations who have demonstrated passion, dedication and leadership to promote MCE, as exemplified by the late Charles McGlashan, former Chair of Marin Clean Energy.

To date, the Charles F. McGlashan Advocacy Award has been awarded to Barbara George in 2011; the Mainstreet Moms in 2012; and Lea Dutton in 2013.

On November 19, 2014, the MCE Executive Committee voted to nominate and recommend Doria D. Robinson as the fourth recipient of the Charles F. McGlashan Advocacy Award. Ms. Robinson is the Executive Director of Urban Tilth, a community-based, non-profit organization located in the City of Richmond. Founded in 2005, the organization's mission is to help the West Contra Costa community build a more sustainable, healthy, and just food system.

As a prominent and dynamic community leader, Ms. Robinson graciously provided MCE with a high degree of visibility and credibility during the early stages of the agency's public outreach process in Richmond. Through personal introductions, frequent feedback, and invitations to participate in local events, Ms. Robinson helped MCE's public affairs team refine its messaging and expand its reach. Ms. Robinson actively participated on Richmond's Community Leader Advisory Group (CLAG), and generously agreed to appear on MCE's enrollment notices and other public announcements, along with her mother, Kathy, and daughter, Innua. Since the completion of Richmond's initial MCE enrollment, Ms. Robinson has continued to offer thoughtful, constructive feedback and community outreach support. She also remains eager to collaborate with MCE on local environmental projects, such as developing solar installations at community gardens.

As evidence of Ms. Robinson's compelling advocacy, the City of Richmond now has more Deep Green customers than any other city in MCE's jurisdiction.

Recommendation: Honor Doria D. Robinson as the fourth recipient of the Charles. F. McGlashan Advocacy Appreciation Award.

Charles F. McGlashan Advocacy Award Honors

Doria D. Robinson

For her diligent efforts advocating on behalf of Marin Clean Energy (MCE) in the City of Richmond, MCE honors **Doria D. Robinson** of Urban Tilth as the 4th recipient of the Charles F. McGlashan Advocacy Award.



PRESENTED
BY:

*Executive Officer
Board Chair*

ON THIS
DAY:

December 4, 2014



December 4, 2014

TO: Marin Clean Energy Board
FROM: John Dalessi, Technical Consultant
RE: Monthly FY 14/15 Budget Report (Agenda Item #06)
ATTACHMENT: MCE Budget Reports 2014-10 (Unaudited)

Dear Board Members:

SUMMARY:

The attached budget update compares the FY 2014/15 budget to the unaudited revenue and expenses of MCE for the month ending October 2014.

OPERATING BUDGET:

Year-to-date revenues and cost of energy continue at levels slightly under budget, with the driving factor being lower volume than expected. Operating expenditures are pushing beyond anticipated year-to-date levels, but much of this will be smoothed as the year continues. MCE management will continue to gauge the need for a budget amendment in the coming months

Overall, MCE continues to spend below projections, as reflected in year-to-date figures.

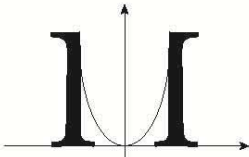
ENERGY EFFICIENCY PROGRAM BUDGET:

The Energy Efficiency Program is entirely funded by the California Public Utilities Commission. For financial reporting purposes, MCE treats funds received from this program as a reimbursable grant. The result is that program expenses are completely offset by revenue. A deferred asset is recorded for funds received by the CPUC that have yet to be expended by MCE.

LOCAL DEVELOPMENT RENEWABLE ENERGY BUDGET:

This program is funded through a portion of the Deep Green service provided to customers. To date, expenses primarily relate to legal costs associated with establishing a local renewable energy project.

Recommendation: No action needed. Informational only.



MAHER ACCOUNTANCY

1101 FIFTH AVENUE • SUITE 200 • SAN RAFAEL, CA 94901

Financial Plumblne

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

We have compiled the accompanying budgetary comparison schedules of Marin Clean Energy (a California Joint Powers Authority) for the period ended October 31, 2014. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements with undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

Certain accounting functions provided by Maher Accountancy are considered management functions by the American Institute of Certified Public Accountants. Accordingly, we are not independent with respect to Marin Clean Energy.

Maher Accountancy

November 18, 2014

TEL 415.459.1249
FAX 415.459.5406
WEB www.maher CPA.com



MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through October 31, 2014

	<u>2013/14 YTD Actual</u>	<u>2014/15 YTD Budget</u>	<u>2014/15 YTD Actual</u>	<u>2014/15 YTD Budget Variance (Under) Over</u>	<u>2014/15 YTD Actual/Budget %</u>	<u>2014/15 Annual Budget</u>	<u>2014/15 Budget Remaining</u>
REVENUE AND OTHER SOURCES:							
Revenue - Electricity (net of allowance)	\$ 48,341,448	61,232,128	\$ 59,941,651	\$ (1,290,476.50)	97.89%	\$ 101,138,394	\$ 41,196,743
EXPENDITURES AND OTHER USES:							
CURRENT EXPENDITURES							
Cost of energy	40,305,371	48,505,607	47,932,373	(573,234)	98.82%	88,410,551	40,478,178
Staffing	766,471	1,113,125	1,132,757	19,632	101.76%	1,950,000	817,243
Technical consultants	321,008	339,040	294,635	(44,405)	86.90%	560,000	265,365
Legal counsel	67,728	207,049	227,098	20,049	109.68%	335,000	107,902
Communications consultants and related expenses	534,851	359,375	322,169	(37,206)	89.65%	750,000	427,831
Data manager	1,396,477	1,557,500	1,545,830	(11,670)	99.25%	2,670,000	1,124,170
Service fees- PG&E	315,191	390,833	397,772	6,939	101.78%	670,000	272,228
Other services	169,318	175,000	193,150	18,150	110.37%	300,000	106,850
General and administration	177,805	204,167	229,793	25,626	112.55%	350,000	120,207
Marin County green business program	15,000	15,000	-	(15,000)	0.00%	15,000	15,000
Solar rebates	-	-	-	-	0.00%	25,000	25,000
Total current expenditures	<u>44,069,220</u>	<u>52,866,696</u>	<u>52,275,577</u>	<u>(591,119)</u>	<u>98.88%</u>	<u>96,035,551</u>	<u>43,759,974</u>
CAPITAL OUTLAY	1,656	11,667	11,241	(426)	96.35%	20,000	8,759
DEBT SERVICE	741,644	697,083	696,429	(654)	99.91%	1,195,000	498,571
INTERFUND TRANSFER TO:							
Local Renewable Energy Development Fund	51,536	109,994	109,994	-	100.00%	109,994	-
Total expenditures	<u>44,864,056</u>	<u>53,685,440</u>	<u>53,093,241</u>	<u>\$ (592,199)</u>	<u>98.90%</u>	<u>97,360,545</u>	<u>\$ 44,267,304</u>
Net increase (decrease) in available fund balance	<u>\$ 3,477,392</u>	<u>\$ 7,546,688</u>	<u>\$ 6,848,410</u>	<u>\$ (698,278)</u>		<u>\$ 3,777,849</u>	<u>\$ (3,070,561)</u>

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through October 31, 2014**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,505,702	\$ 601,642	\$ 904,060	39.96%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>1,505,702</u>	<u>601,642</u>	<u>904,060</u>	<u>39.96%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

* Transfer of \$547,500 for security of On Bill Repayment program not recognized as expenditure.

**LOCAL DEVELOPMENT RENEWABLE ENERGY FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through October 31, 2014**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 109,994	\$ 109,994	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>109,994</u>	<u>16,592</u>	<u>93,402</u>	<u>15.08%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 93,402</u>		

**MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2014 through October 31, 2014**

	<u>Actual</u>
Other services	
Recruiting	\$ -
Audit	34,500
Accounting	71,050
IT Consulting	9,969
Human resources & payroll fees	3,657
Legislative consulting	52,760
Miscellaneous professional fees	21,214
	<u> </u>
Other services	<u><u>\$ 193,150</u></u>
General and administration	
Cell phones	\$ 534
Bank service fee	-
Data and telephone service	21,426
Insurance	7,171
Office and meeting rentals	100,734
Office equipment lease	3,399
Dues and subscriptions	33,706
Conferences and professional education	7,879
Travel	9,072
Business meals	4,859
Interest and late fees	15,836
Miscellaneous administration	57
Office supplies and postage	25,120
	<u> </u>
General and administration	<u><u>\$ 229,793</u></u>



December 4, 2014

TO: Marin Clean Energy Board of Directors

FROM: Dawn Weisz, Executive Officer

RE: 1. Resolution No. 2014-08 of the Board of Directors of Marin Clean Energy approving the City of El Cerrito as a member of Marin Clean Energy.
2. Amendment 9 to the MCE JPA Agreement
3. Submittal of Amendment 9 to MCE Implementation Plan and Statement of Intent to the California Public Utilities Commission.
(Agenda Item #07)

ATTACHMENTS: A. Applicant Analysis for the City of El Cerrito
B. Membership Presentation for City of El Cerrito
C. Resolution No. 2014-08 of the Board of Directors of Marin Clean Energy approving the City of El Cerrito as a member of Marin Clean Energy subject to (1) the adoption by the City of El Cerrito of the ordinance required by Public Utilities Code Section 366.2(c) (10) and such ordinance becoming effective and (2) the execution of the Marin Clean Energy (formerly "Marin Energy Authority") Joint Powers Agreement by the City of El Cerrito.
D. Amendment 9 to the MCE JPA Agreement

Dear Board Members:

Background

On July 23, 2014, staff received a letter from the City of El Cerrito expressing interest in MCE membership. Following the receipt of this letter, your Board authorized the completion of a quantitative membership analysis for the purpose of determining projected environmental benefits (e.g. incremental increases in renewable energy deliveries and expected reductions in greenhouse gases (GHGs) related to electric energy consumption) and rate/financial impacts related to the addition of customers located within the City of El Cerrito. Such analysis was completed on October 7, 2014.

The projected impacts of this prospective membership expansion was entirely positive, demonstrating meaningful increases in renewable energy sales, expected reductions in GHG emissions, and an approximate 1% rate reduction for all MCE customers, both current and prospective.¹

¹ Note that any rate/financial impacts were based on wholesale electricity pricing at the time the quantitative analysis was completed. Such pricing is subject to change. Actual rate/financial impacts will be based on wholesale electricity pricing that is offered to MCE at the time of power supply contract execution.

As a result of these positive findings, the City Council of El Cerrito plans to consider adoption of the requisite Community Choice Aggregation (“CCA”) ordinance, which states the City’s intent to implement a CCA program through its participation in MCE, on December 16, 2014. The attached Resolution and updated JPA Agreement will comply with the statutory requirements of AB 117, the legislation enabling CCA service in California.

Recommendations:

Approve the following actions, subject to (1) the adoption by the City of El Cerrito of the ordinance required by Public Utilities Code Section 366.2(c) (10) and such ordinance becoming effective and (2) the execution of the Marin Clean Energy (formerly “Marin Energy Authority”) Joint Powers Agreement by the City of El Cerrito:

1. Resolution No. 2014-08 of the Board of Directors of Marin Clean Energy approving the City of El Cerrito as a member of Marin Clean Energy.
2. Amendment 9 to the MCE Joint Powers Authority Agreement
3. Submittal of Amendment 9 to MCE Revised Implementation Plan and Statement of Intent to the California Public Utilities Commission.

Marin Clean Energy Applicant Analysis for the City of El Cerrito

October 7, 2014

SUMMARY

MCE's currently effective policy regarding new membership requires the completion of a quantitative analysis as part of the preliminary evaluative process. The primary focus of the quantitative analysis is to determine the anticipated net rate impacts that would affect MCE's existing customer base following the addition of the prospective new community – in particular, the quantitative analysis must demonstrate that the addition of the prospective new community will result in a projected net rate reduction for MCE's existing customer base; this is a threshold requirement that must be met before proceeding with further membership activities. In addition, the quantitative analysis addresses the projected environmental impacts that would result from offering CCA service to the prospective new community. More specifically, the analysis prospectively determines whether or not the new community will accelerate greenhouse gas (GHG) reductions (beyond those reductions already achieved by MCE's existing membership) while increasing the amount of renewable energy being used within California's energy market.

MCE has been in discussion with the city of El Cerrito periodically since September of 2013. In July of 2014, MCE received a formal letter from the city of El Cerrito requesting consideration as a member of MCE. The electric accounts to be considered as part of this membership request include all accounts located within the city of El Cerrito. On September 4, 2013, the MCE Board of Directors authorized completion of a quantitative membership analysis related to El Cerrito's membership request. This analysis has been completed and the results are discussed below in this summary report.

In general, the quantitative analysis indicated that rate benefits would likely accrue to existing MCE customers following the addition of prospective CCA accounts located within the city of El Cerrito. The additional customer base within El Cerrito would likely result in an approximate 1% rate reduction for MCE customers, including all existing and prospective accounts. The analysis also indicated that including El Cerrito in MCE's membership would increase the amount of renewable energy being used in California's energy market by approximately 16 thousand MWh per year while reducing GHG emissions by an estimated 5 million pounds of carbon dioxide equivalent per year.¹

ANALYSIS

MCE conducted an analysis of the potential new electric customers to estimate the revenues and costs associated with extending MCE service to El Cerrito. The analysis incorporated historical monthly electric usage data provided by PG&E for all current electric customers located within the city of El

¹ GHG emission reduction estimates are based on MCE's actual 2012 emission factor of 373 lbs CO₂e/MWh and PG&E's reported 2012 emission factor of 445 lbs CO₂e/MWh, as released in June 2014: <http://www.pgecurrents.com/2014/02/06/new-numbers-confirm-pge%E2%80%99s-energy-among-the-cleanest-in-nation/>. The projected GHG savings of 72 lbs CO₂e/MWh (based on the difference between MCE's emission factor and PG&E's emission factor) was multiplied by the projected increase in MCE's annual sales volume resulting from the addition of CCA customers located within El Cerrito, a volume approximating 64,000 MWh/year. Note that these projections are subject to change.

Cerrito. The data indicate the potential for over 11,500 new MCE customers with a potential increase in annual electricity sales approximating 80,000 MWh per year. The aggregate peak demand of these customers is estimated at 14 MW.²

Table 1: 2013 El Cerrito Electricity Data

Classification	Accounts	Annual Energy (MWh)	Monthly Per Account (KWh)
Residential	10,778	45,460	351
Small Commercial	654	11,203	1,428
Medium Commercial	60	9,422	13,086
Large Commercial & Industrial	29	13,644	39,207
Agricultural and Pumping	0	0	0
Street Lighting	61	820	1,121
Total	11,582	80,550	580
Peak Demand (MW)			14

As compared to the current MCE customer base shown in Table 2 below, El Cerrito includes proportionately more residential and fewer commercial and agricultural accounts. Those residential accounts make up more than half of the energy usage in El Cerrito. Power usage per customer in all classes is also lower across El Cerrito than in MCE’s current communities.

Table2: 2013 MCE Electricity Data (Including Napa and San Pablo)

Classification	Accounts	Annual Energy (MWh)	Monthly Per Account (KWh)
Residential	126,665	730,136	480
Small Commercial	14,126	243,692	1,438
Medium Commercial	1,158	214,681	15,455
Large Commercial	452	259,144	47,771
Industrial	21	134,704	543,253
Agricultural and Pumping	1,466	19,286	1,096
Street Lighting	1,058	15,700	1,237
Total	144,944	1,617,343	930
Peak Demand (MW)			276

² These figures are for all electric customers of PG&E within the City of El Cerrito. These figures are unadjusted for expected customer participation rates.

In regards to seasonal consumption patterns, El Cerrito electric usage peaks during the winter months consistent with the current MCE load profile. Comparison of Figure 1 and Figure 2 below shows a very similar seasonal consumption pattern between El Cerrito and the existing MCE program.

Figure 1: El Cerrito Hourly Load Profile (KW)

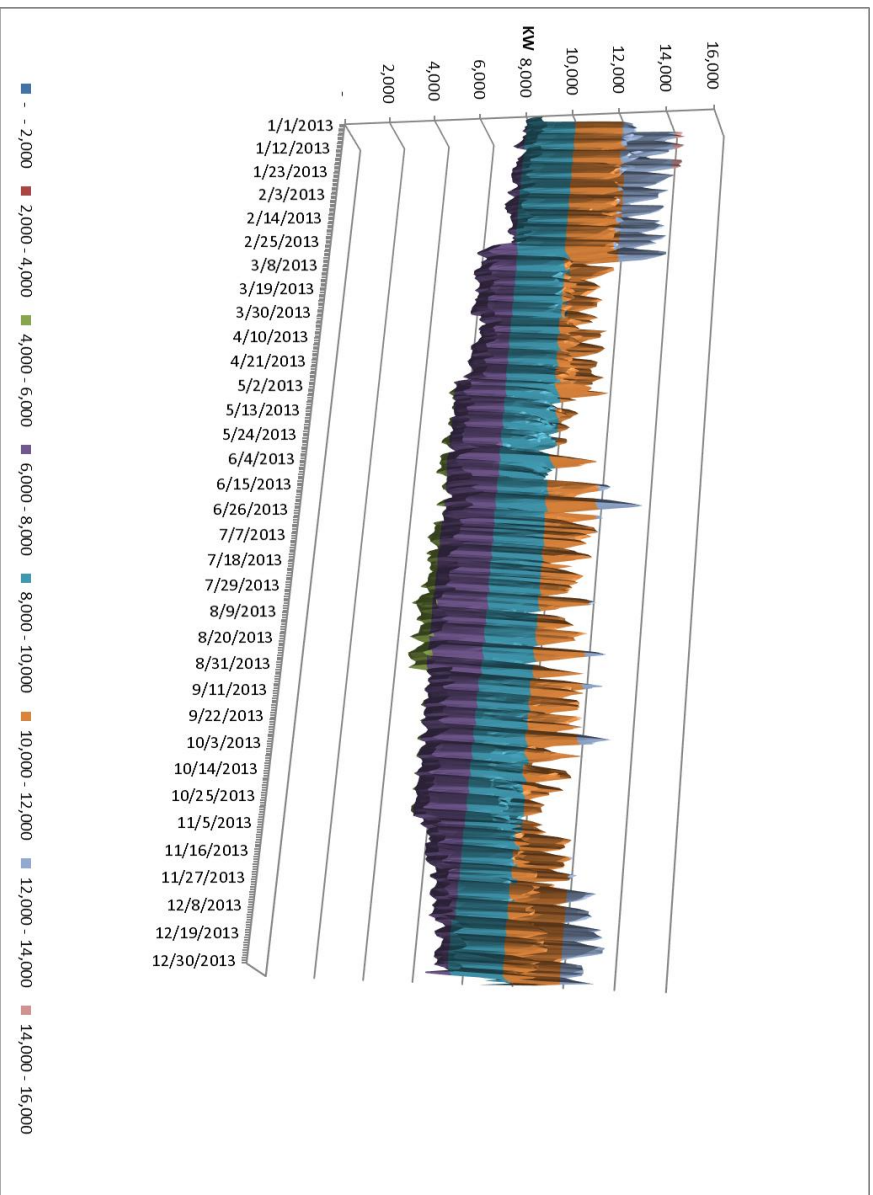
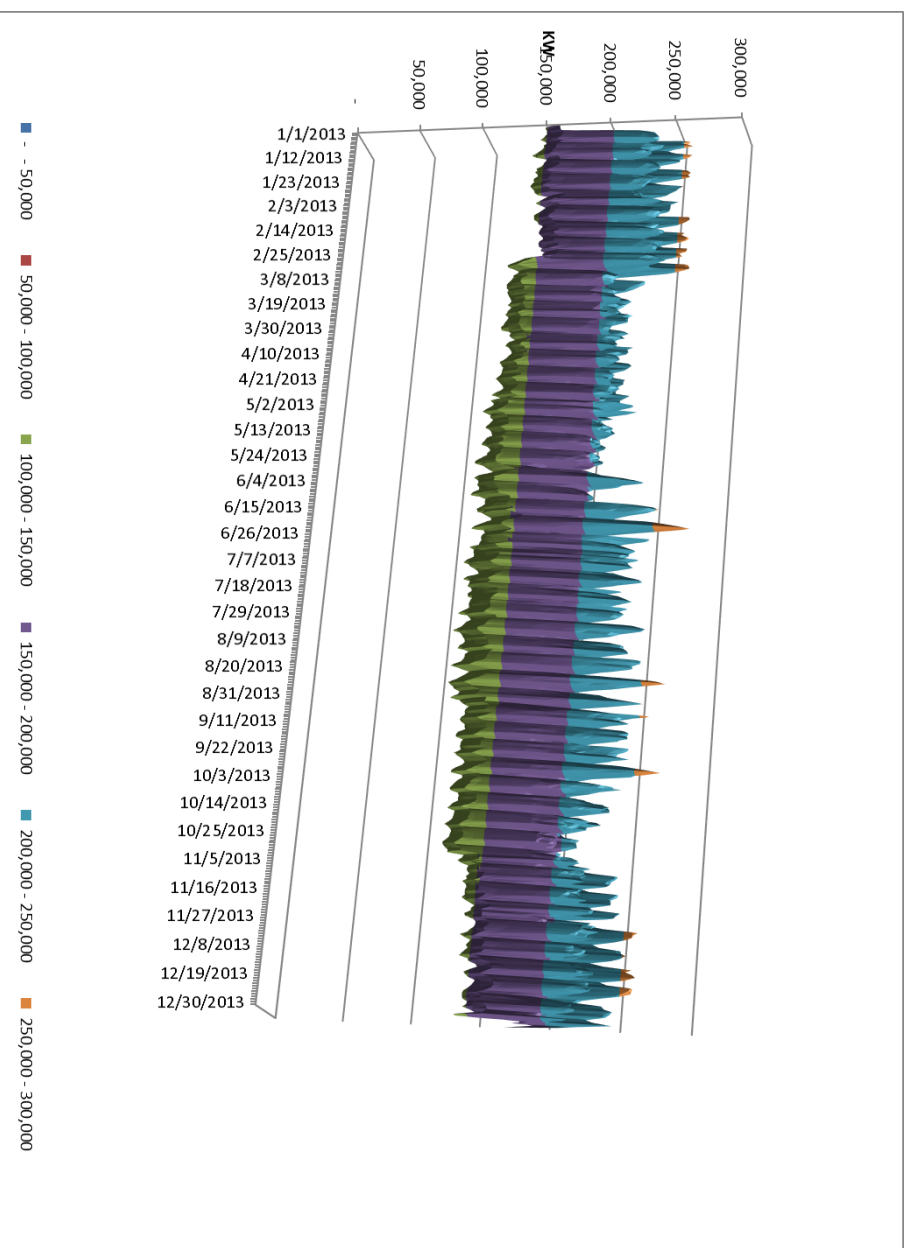


Figure 2: MCE Hourly Load Profile (KW)



RATE IMPACTS

For purposes of the rate impact analysis, it was assumed that service would be initiated to El Cerrito customers in May, 2015 and that 80% of customers who would be offered CCA service would elect to participate in the MCE program. This would equate to an increase in annual MCE electricity sales of 64,440 MWh or approximately 4%. The rate impact was examined beginning with the 2015/2016 fiscal year, with the new service accounts switched to MCE service during the month of May (May 1st through May 31th, depending on each customer’s scheduled meter reading schedule).³ It is important to note that any rate/financial impacts were based on wholesale electricity pricing at the time the quantitative analysis was completed. Such pricing is subject to change. Actual rate/financial impacts will be based on wholesale electricity pricing that is offered to MCE at the time of power supply contract execution.

Incremental revenues and costs were quantified for the additional El Cerrito customers, and the revenue surplus (based on the difference between projected revenues and costs directly related to the addition of El Cerrito customers) was also calculated for the year. The surplus is assumed to offset a share of MCE’s fixed costs and can be used to reduce overall MCE rates. The incremental cost analysis accounts for ongoing costs related to additional power supplies, customer billing, customer service support (call

³ During the first year, the increase in annual sales volume is slightly lower, estimated at 59,153 MWh, due to the gradual transfer of accounts to MCE service during the first month.

center), and PG&E service fees associated with the additional customers. One-time costs associated with the expansion of MCE to El Cerrito are not included in these figures and are discussed below. Table 3 presents the estimated rate impact for the 2015/2016 fiscal year.

Table 3: FY2015/2016 MCE Rate Impact from El Cerrito

Volume (MWh)	59,153
Revenue	\$ 4,754,861
Costs	
Power Supply Cost	\$ 3,473,502
Billing and Other Costs	\$ 222,734
Total Cost	\$ 3,696,236
Rate Benefit	\$ 1,058,624
MCE Rate Impact	1%

The rate impact analysis indicates that the addition of El Cerrito customers to MCE’s total customer base would provide benefits to MCE ratepayers; it is estimated that expanding MCE service to El Cerrito would allow for MCE rates to be 1% lower than without such customers.

Additional costs related to the expansion would be incurred prior to initiation of service to the new customers. These costs would be incurred for regulatory, resource planning and procurement activities that would be necessary to incorporate the new member community and its customers into MCE as well as for communication and outreach to the new customers. The projected implementation costs related to an El Cerrito expansion are expected to be less than the \$250,000 expended in preparation for the expansion to Richmond. This appears to be a reasonable assumption because existing staff (previously added to support the Richmond expansion) and technical resources can be leveraged to support the El Cerrito expansion; the number of prospective customer accounts within El Cerrito is also less than a third of the prospective customer base that was transitioned to MCE service during the Richmond expansion. It should also be noted that the regulatory, resource planning and procurement costs would not be entirely attributable to El Cerrito if there are other new members brought into MCE at the same time. To the extent that other municipalities are contemporaneously added, such activities could be performed jointly rather than at separate times for each new member.

RENEWABLE ENERGY IMPACTS

Renewable energy requirements were calculated for El Cerrito to ensure compliance with the statewide Renewables Portfolio Standard (RPS) as well as the more aggressive MCE renewable energy content standards adopted by MCE. The total renewable energy requirement associated with prospective expansion to El Cerrito would be approximately 32 thousand MWh annually. This renewable energy volume is equivalent to the energy produced by 4 MW of geothermal capacity (or a similar baseload renewable generating technology using a fuel source such as biomass or landfill gas) or approximately 12 MW to 18 MW of solar generating capacity, depending upon location and technology. Including El Cerrito’s electric customers in MCE service will increase the amount of renewable energy being used in

California's energy market by approximately 16 thousand MWh annually based on the increased renewable energy procurement targets voluntarily adopted by MCE's governing Board relative to California's then-current RPS mandate (which must be followed by PG&E).

GHG IMPACTS

With regard to projected GHG emission reductions that would result from the expansion of MCE service to El Cerrito, estimates were derived by comparing the most current, validated emission statistics related to the MCE and PG&E electric supply portfolios. With regard to these statistics, PG&E and MCE both recently reported their respective emission statistics for the 2012 calendar year. Due to typical timelines affecting the availability of such information, PG&E's current statistics (focused on the 2012 calendar year) will generally reference data related to utility operations occurring 12 to 24 months prior to the current calendar year. This waiting period is necessary to facilitate the compilation of final electric energy statistics (e.g., customer energy use and renewable energy deliveries) and to allow sufficient time for data computation, review and third-party audit before releasing such information to the public. As noted by PG&E, its 2012 emission factor was determined to be 445 lbs CO₂/MWh. By comparison, MCE's aggregate portfolio emission factor for the 2012 calendar year was determined to be 373 lbs CO₂e/MWh, a difference of 19%.

MCE's 2012 emission factor was derived by using publicly available emission statistics determined by the California Air Resources Board (CARB) for certain unspecified electricity purchases included within the MCE supply portfolio as well as assumed zero carbon emission rates for various renewable energy purchases and deliveries from non-polluting power sources, such as hydroelectric generators. With regard to electricity purchases from unspecified sources, or "system power," as reported on a California retail electricity seller's annual Power Content Label, CARB has assigned an emissions rate of 943.58 lbs CO₂e/MWh. This emission rate can be referenced in section 95111(b)(1) of CARB's February 2014 update to the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions: <http://www.arb.ca.gov/cc/reporting/ghg-rep/regulation/mrr-2013-clean.pdf>. PG&E appears to have applied a similar factor when calculating emissions associated with unspecified generating sources.

In 2012, MCE's supply portfolio was heavily weighted towards non-carbon emitting resources. In fact, over 60% of MCE's energy supply was attributable to various renewable energy and hydroelectric purchases, which do not emit GHGs (MCE's 2013 and 2014 procurement percentages reflect similar ratios). When determining MCE's aggregate portfolio emission factor, the aforementioned CARB statistic of 943.58 lbs CO₂e/MWh was applied to MCE's system energy purchases, which totaled 225,593 MWh during the 2012 calendar year. All other non-emitting resources were assigned an emission factor of zero. As such, MCE's portfolio emissions for the 2012 calendar year totaled approximately 213 million pounds. This emission total was divided by MCE's aggregate sales volume of 570,144 MWhs, resulting in an MCE portfolio emissions rate of 373 lbs/MWh, for the 2012 calendar year. The following table provides additional detail regarding these emissions computations for MCE's 2012 supply portfolio.

Table 4: MCE 2012 Greenhouse Gas Emissions

2012 Calendar Year	MWh Purchased/Sold	% Total	Emission Rate (lbs CO ₂ e/MWh)	Total Emissions (lbs)
Total Renewable Energy	304,551	53.4%	0	0
RPS – Eligible	166,522	29.2%	0	0
Non-RPS Eligible Renewable	138,029	24.2%	0	0
Zero Carbon	40,000	7.0%	0	0
System Power	225,593	39.6%	944	212,864,133
Totals	570,144	100%	373	212,864,133

To estimate the projected GHG emissions reductions that would likely result from the addition of prospective CCA customers located within the city of El Cerrito, MCE calculated the difference between its own emission factor (373 lbs CO₂e/MWh) and the related metric reported by PG&E (445 lbs CO₂/MWh): 72 lbs CO₂/MWh. This difference was multiplied by the projected increase in annual electricity sales that would result from the addition of El Cerrito's CCA customers (64,440 MWh), resulting in a projected GHG emissions savings related to the transition of El Cerrito's customers to MCE's cleaner electricity supply. The projected emissions savings/reduction related to this service transition (from PG&E to MCE) was determined to be approximately 5 million pounds of carbon dioxide equivalent per year. It is noteworthy that the future emission factors reported by MCE and PG&E will likely differ from the statistics applied in this analysis – this is due to a variety of factors, including planned/unplanned changes in renewable energy procurement (including planned increases in California's RPS procurement requirements), variations in hydroelectric power production (which may change substantially from year to year based on prevailing regional hydrological conditions) and changes/adjustments in the general procurement policies of each service provider as well as many other factors. Also note that MCE has committed to assembling a power supply portfolio that not only exceeds the renewable energy content offered by PG&E but also provides customers with a "cleaner" energy alternative, as measured by a comparison of the portfolio GHG emission rate (or emission factor) published by each organization. As such, MCE plans to continue procuring electricity from non-GHG emitting resources in sufficient quantities to maintain an emission rate that is continually lower than PG&E's.



MCE Membership Expansion

Program Impact Analysis: City of El Cerrito

Marin Clean Energy | October 21, 2014



MCE's Current Customer Base

Key Statistics (2015 – projected with Napa/San Pablo)

- **Customer base \approx 145,000**
- **Projected annual energy sales \approx 1,600,000 MWh**
- **Projected peak demand \approx 275 MW**
- **Projected RPS-eligible procurement: 27%+**
- **Projected total renewable procurement: 50%+**
- **Projected carbon free procurement: 60%+**
- **Projected portfolio emission rate: \approx 370 lbs CO²e/MWh**

Prospective Addition of El Cerrito

Summary

- July, 2014: MCE received letter expressing membership interest from El Cerrito
- September 3, 2014: MCE Governing Board authorized completion of a quantitative membership analysis
- October 7, 2014: quantitative analysis completed by MCE
- Analytical findings are favorable:
 - **≈1% rate reduction for all MCE customers (existing and prospective) based on current market conditions**
 - **16,000 MWh annual increase in statewide renewable energy consumption**
 - **5 million pound annual GHG reduction**

El Cerrito Customer Base

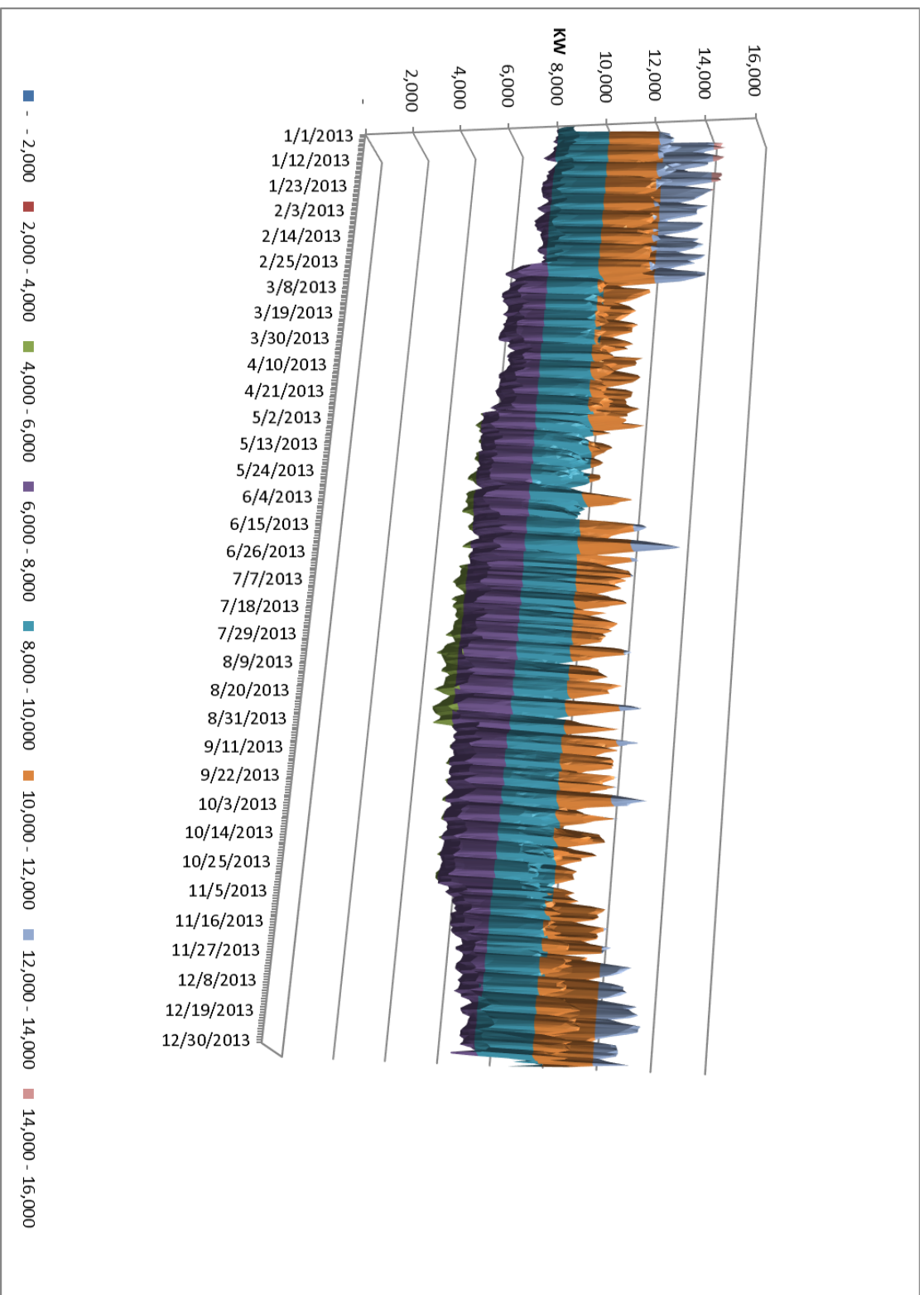
Classification	Accounts	Annual Energy (MWh)	Monthly Energy (per account, kWh)
Residential	10,778	45,460	351
Small Commercial	654	11,203	1,428
Medium Commercial	60	9,422	13,086
Large Commercial and Industrial	29	13,644	39,207
Street Lighting	61	820	1,121
Total	11,582	80,550	580
Peak Demand (MW)			14

Key Benicia Statistics

- **Approx. 11,500 potential new customers**
- **Potential retails sales increase of $\approx 80,000$ MWh/year**
- **Aggregate peak demand increase ≈ 14 MW**
- **Customer mix more weighted toward residential uses than current MCE customer base**
- **Per account energy use for all sectors comparatively low in El Cerrito**
- **Average monthly usage (across all accounts) is 38% lower than that of MCE's current customer base: 580 kWh/month vs. 930 kWh/month**

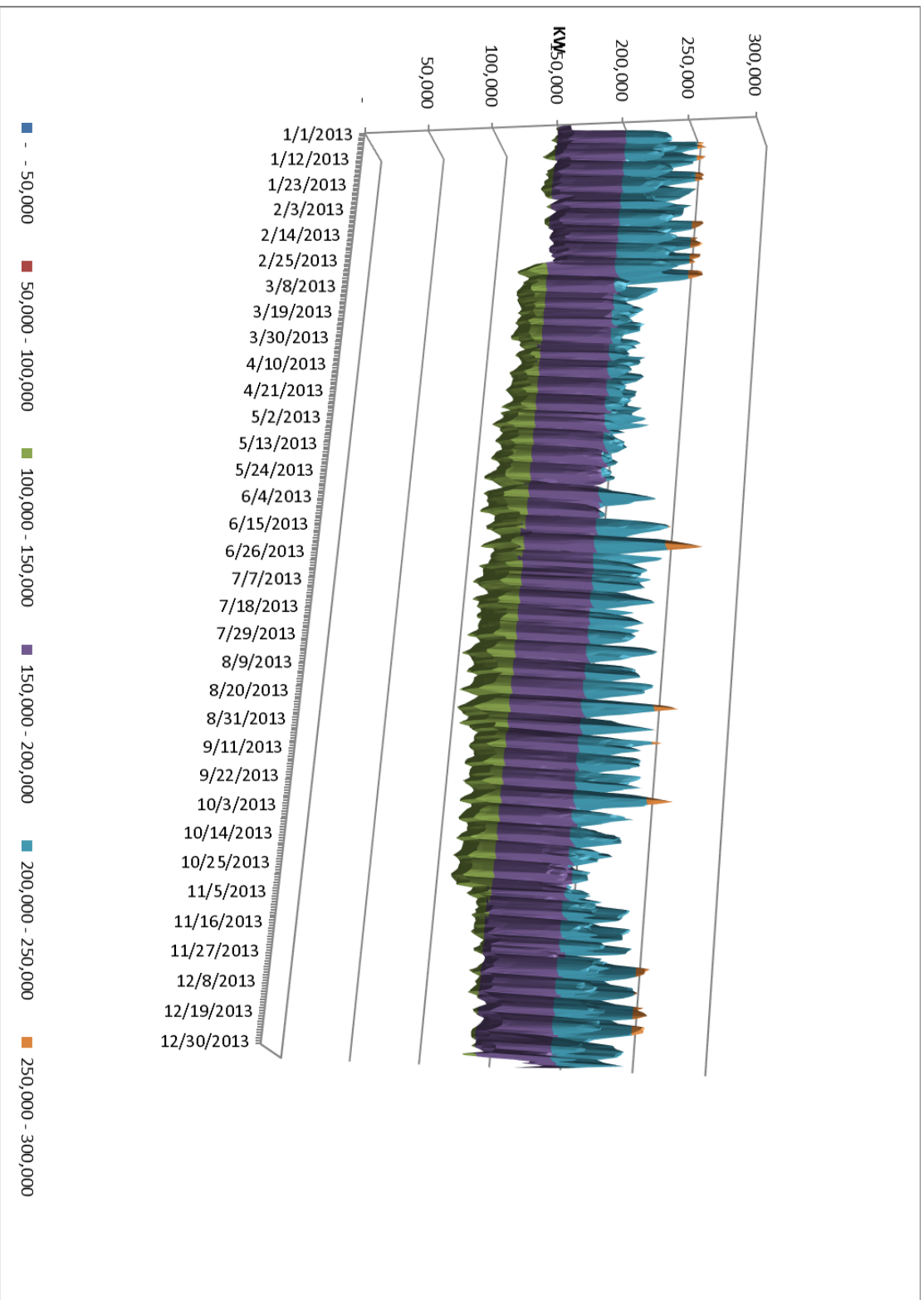
El Cerrito Hourly Load Profile

Agenda Item #07-Att. B: Membership Presentation for El Cerrito



MCE Hourly Load Profile

Agenda Item #07-Att. B: Membership Presentation for El Cerrito



Key Assumptions & Projected Outcomes

- Service assumed to commence in May 2015
- Assumed 80% participation rate (bundled + direct access)
- Participatory rate translates to a retail sales increase of **≈59,000 MWh, or approximately 4%**
- Incremental revenue/cost analysis accounts for: additional power supply, customer billing, call center support, PG&E service fees
- Revenue surplus was assumed to offset a share of MCE's fixed costs... which would reduce MCE's overall rates
- Overall rate reduction approximating 1%
- Rate impacts reflect current market conditions – may need updating if City decision is not timely.

Cost & Revenue Summary

Volume (MWh)	59,153
<i>Revenue</i>	\$4,754,861
<i>Costs</i>	
Power Supply Cost	\$3,473,502
Billing and Other Costs	\$222,734
Total Cost	\$3,696,236
Rate Benefit	\$1,058,624
MCE Rate Impact	1%

RESOLUTION NO. 2014-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY APPROVING THE CITY OF EL CERRITO AS A MEMBER OF MARIN CLEAN ENERGY SUBJECT TO (1) THE ADOPTION BY THE CITY OF EL CERRITO OF THE ORDINANCE REQUIRED BY PUBLIC UTILITIES CODE SECTION 366.2(C)(10) AND SUCH ORDINANCE BECOMING EFFECTIVE AND (2) THE EXECUTION OF THE MARIN CLEAN ENERGY (FORMERLY MARIN ENERGY AUTHORITY) JOINT POWERS AGREEMENT BY THE CITY OF EL CERRITO.

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and,

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy ("MCE"), (formerly the Marin Energy Authority) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time ("MCE Joint Powers Agreement"); and,

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act; and,

WHEREAS, MCE members include the following communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, 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 and the Town of Tiburon; and

WHEREAS, the City of El Cerrito requested membership in Marin Clean Energy on July 23, 2014; and,

WHEREAS, the MCE Board of Directors approved the membership request of the City of El Cerrito on September 4, 2014 subject to a membership analysis yielding a positive result; and

WHEREAS, the membership analysis for the City of El Cerrito was completed on October 7, 2014, and yielded a positive result,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Directors of Marin Clean Energy that the City of El Cerrito is approved as a member of

the Marin Clean Energy subject to (1) the adoption by the City of El Cerrito of the Ordinance required by Public Utilities Code Section 366.2(c)(10) and such ordinance becoming effective and (2) the execution of the Marin Clean Energy Joint Powers Agreement by the City of El Cerrito.

PASSED AND ADOPTED at a regular meeting of the Marin Clean Energy Board of Directors on this Fourth day of December, 2014 by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
Town of Corte Madera				
Town of Fairfax				
City of Larkspur				
City of Mill Valley				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
Town of Tiburon				
County Marin				
County of Napa				

CHAIR, MARIN CLEAN ENERGY

ATTEST:

SECRETARY, MARIN CLEAN ENERGY BOARD

**AMENDMENT NO. 9 TO MARIN ENERGY AUTHORITY
JOINT POWERS AUTHORITY AGREEMENT**

1. Exhibit B to the Agreement, which includes a “List of the Parties” to the Agreement, is hereby amended to reflect the Marin Clean Energy (formerly the Marin Energy Authority) current membership, which includes the following local public entities:

City of Belvedere
City of Benicia
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Larkspur
City of Mill Valley
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
County of Marin
County of Napa

2. Exhibit C to the Agreement, which specifies “Annual Energy Use” for each party to the Agreement, is hereby amended to reflect annual energy use within each member’s jurisdiction for the 2014 calendar year, inclusive of the City of El Cerrito.

3. Exhibit D to the Agreement, which specifies “Voting Shares” for each party to the Agreement, is hereby amended to reflect the current voting shares of each member in accordance with the provisions of Section 4.9.2 of the Agreement.

4. This Amendment No. 9 does not limit the authority of the Board to update Exhibits B, C and D in the future without further amending the Agreement as provided by Sections 1.3 and 4.9.2.3 of the Agreement.

This Amendment No. 9 to the Marin Energy Authority Joint Powers Authority Agreement was duly adopted by the Board of Directors in accordance with Article 8.4 of this Agreement on December 4, 2014.

**Exhibit C
To the
Joint Powers Agreement
Marin Clean Energy
- Annual Energy Use -**

This Exhibit C is effective as of December 4, 2014.

Party	kWh (2012/2013*)
City of Belvedere	9,973,170
City of Benicia	272,731,094
Town of Corte Madera	62,093,107
City of El Cerrito	109,836,169
Town of Fairfax	24,700,647
City of Larkspur	63,174,199
City of Mill Valley	69,176,164
City of Novato	286,565,119
City of Richmond	581,012,267
Town of Ross	13,529,793
Town of San Anselmo	46,642,417
City of San Pablo	97,383,170
City of San Rafael	347,362,327
City of Sausalito	48,099,763
Town of Tiburon	40,913,144
County of Marin	330,023,521
County of Napa	348,095,521
Authority Total Energy Use	2,751,311,592

*Data Provided by PG&E

Exhibit D
To the
Joint Powers Agreement
Marin Clean Energy
- Voting Shares -

This Exhibit D is effective as of December 4, 2014.

Party	kWh (2012/2013*)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of Belvedere	9,973,170	2.94%	0.18%	3.12%
City of Benicia	272,731,094	2.94%	4.96%	7.90%
Town of Corte Madera	62,093,107	2.94%	1.13%	4.07%
City of El Cerrito	109,836,169	2.94%	2.00%	4.94%
Town of Fairfax	24,700,647	2.94%	0.45%	3.39%
City of Larkspur	63,174,199	2.94%	1.15%	4.09%
City of Mill Valley	69,176,164	2.94%	1.26%	4.20%
City of Novato	286,565,119	2.94%	5.21%	8.15%
City of Richmond	581,012,267	2.94%	10.56%	13.50%
Town of Ross	13,529,793	2.94%	0.25%	3.19%
Town of San Anselmo	46,642,417	2.94%	0.85%	3.79%
City of San Pablo	97,383,170	2.94%	1.77%	4.71%
City of San Rafael	347,362,327	2.94%	6.31%	9.25%
City of Sausalito	48,099,763	2.94%	0.87%	3.82%
Town of Tiburon	40,913,144	2.94%	0.74%	3.68%
County of Marin	330,023,521	2.94%	6.00%	8.94%
County of Napa	348,095,521	2.94%	6.33%	9.27%
*Data Provided by PG&E	2,751,311,592	50.00%	50.00%	100.00%



December 4, 2014

TO: Marin Clean Energy Board

FROM: Katie Gaier, Human Resources Coordinator

RE: New and Revised MCE Positions (Agenda Item #08)

ATTACHMENTS: A. Job Description for Senior Regulatory Analyst
B. Job Description for Regulatory Associate
C. Job Description for Power Supply Contracts Manager
D. Job Description for Energy Efficiency Program Specialist Tier II
E. Job Description for Clerk

Dear Board Members:

SUMMARY:

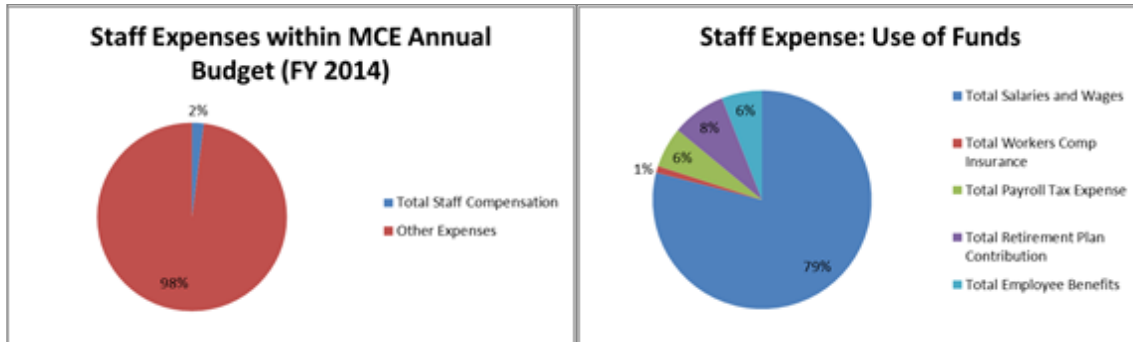
As MCE has grown in our service offerings, our engagement in regulatory and legislative activities, energy efficiency activities and our internal procurement activities, the need for staff support in these areas has grown as well. In addition, one staff position within MCE has developed to take on new tasks that are needed by the agency. To address these needs staff recommends changes to the compensation range for the Clerk position, and recommends the addition of four new positions as follows:

- Senior Regulatory Analyst
- Regulatory Associate
- Power Supply Contracts Manager
- Energy Efficiency Program Specialist Tier II

The attached draft job descriptions and compensation level recommendations were presented at the regular meeting of the Executive Committee on November 19, 2014 and approved for consideration by the MCE Board of Directors.

The Board-approved budget for FY14 would need minor adjustment to account for the addition of new positions as well as the annual Cost of Living increase approved by your Board. Overall, these changes in positions and salaries will result in approximately a 1% increase in staff costs.

The charts below illustrate the budget allocation towards staff compensation. The chart on the left illustrates staff expenses as a percentage of the overall MCE budget. The chart on the right breaks down staff expenses by direct salary, benefits, and other related costs.



Senior Regulatory Analyst

The Senior Regulatory Analyst position would serve as an advanced journey level position on the Regulatory Team to represent MCE's interests at the CPUC as well as other regulatory agencies with a specialization in one of the other MCE functional areas. At this time, the Senior Regulatory Analyst position is needed for high-level analytical work supporting the Energy Efficiency Team. While the Senior Regulatory Analyst will report to the Legal Director, the position may provide support to the Energy Efficiency team as assigned. The salary for the Senior Regulatory Analyst was set internally, at a level of 12.6% above the Regulatory Analyst Tier II at the top of the range as the level of duties and responsibilities are commensurate.

Recommendation: Approve the job description for the new position of Senior Regulatory Analyst and set the salary range at \$87,860 - \$98,000 with exact compensation to be determined by the Executive Officer within the existing Board approved budget.

Regulatory Associate

In addition to the Senior Regulatory Analyst, the Regulatory Team requires a position at the Regulatory Associate level for more experienced and journey level administrative support of the Regulatory Team. The salary for this new position was set internally in order to create a career ladder within the regulatory team and as compared to similarly situated positions within MCE.

Recommendation: Approve the job description for the new position of Regulatory Associate and set the salary range at \$53,144 - \$69,646 with exact compensation to be determined by the Executive Officer within the existing Board approved budget.

Power Supply Contracts Manager

In order to manage the increasing number of power supply contracts, a specialized position of Power Supply Contracts Manager is needed. This position would assist the Director of Power Resources by managing contracts in the power supply area as well as review, validate and process power supply invoices. The salary for this position was set internally, as there were insufficient external matches to use for comparison, and it was compared to similarly situated internal positions.

Recommendation: Approve the job description for the new position of Power Supply Contracts Manager and set the salary range at \$53,144 - \$69,646 with exact compensation to be determined by the Executive Officer within the existing Board approved budget.

Energy Efficiency Program Specialist Tier II

On the Energy Efficiency Team, there is a need for a higher level Specialist position to assume the increasing demands on the team. This position will work with a higher level of autonomy, provide lead work direction, and have more responsibility for presentations to the Board and the public. The salary for this position was set internally at 12.6% above the Tier I level and in line with distinction in levels similar to the Regulatory Team.

Recommendation: Approve the job description for Energy Efficiency Specialist Tier II and set the salary at \$59,842 - 78,421 with exact compensation to be determined by the Executive Officer within the existing Board approved budget.

Clerk

The existing position of Clerk has assumed additional and higher level responsibilities related to the support of the Board of Directors and its committees, as well as the assignment of the role as Executive Assistant to the Executive Officer. The revised job description has been approved by the Executive Officer, under existing delegated authority. An external salary comparison was conducted with positions performing similar duties within other jurisdictions.

Recommendation: Approve a salary range increase from \$34,748 - \$45,900 to \$43,000 - \$62,000 with exact compensation to be determined by the Executive Officer within the existing Board approved budget.



Senior Regulatory Analyst Job Description

Summary

The Senior Regulatory Analyst works under general direction from the Legal Director and has responsibility for a wide range of Marin Clean Energy (MCE) regulatory matters, with particular emphasis on representation of MCE's interests at the California Public Utilities Commission (CPUC). The Senior Regulatory Analyst evaluates proposed regulatory policies to assess the impact on MCE, develops MCE positions on issues, and develops analyses, written reports, and presentation materials to support MCE's position. The Senior Regulatory Analyst may be assigned to assist in the work of other MCE teams, including but not limited to Energy Efficiency, and in that role may represent MCE in administrative proceedings before applicable regulatory agencies, including the CPUC, and may participate as an expert witness in regulatory proceedings that are particular to the Energy Efficiency or other MCE team. This position performs related work and other analytic tasks for MCE as required.

Class Characteristics

The Senior Regulatory Analyst is the advanced journey-level position within the Regulatory Analyst series. The incumbent works independently to perform assignments under the general direction of the Legal Director. It differs from the Regulatory Analyst II in that the Senior Regulatory Analyst requires a higher level of experience and expertise and may be required to have specialized knowledge. The Senior Regulatory Analyst may be assigned to assist and provide high-level analytical support to another team within the MCE structure, including but not limited to, the Energy Efficiency Team. The Senior Regulatory Analyst independently participates as an MCE representative before various regulatory agencies, including the CPUC, in matters affecting community choice aggregators (CCAs) and other electric utilities, including in ratemaking proceedings, rulemakings, and proposed rules and regulations. The Senior Regulatory Analyst is tasked with reviewing and drafting comments and briefs; providing technical and/or analytic input on regulatory matters; preparation of data requests, testimony, and hearing exhibits, participation in administrative hearings; and researching and preparing analyses for the Legal Director. Depending upon the assignment, the Senior Regulatory Analyst focuses on matters particular to the area of responsibility, including but not limited to Energy Efficiency.

Essential Duties and Responsibilities (Illustrative Only)

- Develop high-level policy on key regulatory issues affecting MCE, especially those related to the assignment.
- Represent MCE in regulatory proceedings through preparation of data requests, responses, analytical models, testimony, and exhibits.
- Review, analyze and summarize filings prepared by utilities and other entities.
- Analyze and interpret regulatory proposals, legislation, and other policy issues, related to the assignment.
- Under direction of the Legal Director, work closely with the Director of Energy Efficiency or other director as assigned, technical experts and external regulatory counsel to develop effective and persuasive communications before the CPUC.

Supervisory Responsibilities

This position may have some supervisory and/or lead worker responsibilities.

Break-down of Time spent on various work areas

Regulatory – CPUC Filings and Case Management	65%
Regulatory – Technical Support of MCE Programs and Objectives	25%
Other Analytical Tasks	10%

Qualifications

Experience/Education

Education and experience equal to a Master’s degree in accounting, economics, business administration or finance and a minimum of four (4) years of progressively responsible experience in regulatory affairs at an electric utility with emphasis on energy efficiency or in a closely related field.

Knowledge of

- California electric utility regulatory issues, CPUC regulatory practices and procedures.
- California utility rate design, electric resource planning, demand resource solutions and regulatory relations.
- Microsoft Office Suite including Excel, Word, Adobe Acrobat, and PowerPoint.
- Depending upon the assignment, principles and practices in the areas of energy

- efficiency, resources and procurement, or other to be determined areas.
- Principles and practices of supervision.

Language and Reasoning Skills

- Exercise exceptional analytical skills, sound judgment, creative problem solving, and commercial awareness.
- Analyze and interpret large amounts of information quickly and accurately, and make sound policy recommendations.
- Develop high-quality writing, research and communication work products.
- Deliver clear and persuasive oral communication.
- Interact effectively with administrative bodies and MCE staff, Executive Officer and Board of Directors.
- Manage projects and time efficiently.

Ability to

- Manage multiple priorities and quickly adapt to changing priorities in a fast paced dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



Job Description

Regulatory Associate

Summary

The Regulatory Associate works under the general direction of the Marin Clean Energy (MCE) Legal Director and may receive direction from the Regulatory and Legal Counsel or Regulatory Analyst. The Regulatory Associate has a wide range of responsibilities related to the analytical support provided to the Regulatory Team, including the Legal Director, the Regulatory Counsel, and the Regulatory Analyst. The Regulatory Associate performs tasks that assist the Regulatory Team in its work as the legal and regulatory representatives of MCE. Tasks may include filing regulatory documents with the CPUC and other agencies, overseeing filing processes, and preparation of legislative and regulatory meeting materials.

Class Characteristics

Working under general direction of the Legal Director and/or direction of the Regulatory and Legal Counsel and the Regulatory Analyst, the Regulatory Associate provides analytic support to the daily operations of the Regulatory Team, and may assist in administrative tasks such as scheduling, filing, and information system management.. This position differs from the next highest level of Regulatory Analyst due to the latter's level of responsibility in the development of key regulatory issues and higher level analytical work related to the operations of the regulatory component of MCE. It differs from the Regulatory Assistant due to the administrative tasks of the latter.

Supervisory Responsibilities

This job has no supervisory responsibilities.

Essential Duties and Responsibilities (Illustrative Only)

- Analyze relevant bills before the California legislature and reporting progress to managers
- Tracking CPUC proceeding calendars as well as those of other regulatory agencies
- Scheduling meetings with state and local officials
- Facilitating stakeholder relationships on regulatory issues
- Maintaining and improving upon information management systems
- Developing improved processes for filings and proceedings
- Filing documents with the California Public Utilities Commission (CPUC) and other regulatory agencies

- Attending hearings and meetings as needed
- Maintaining an internal filing system, both electronically and physically
- Preparing document templates and other documents
- Updating calendars for Regulatory Team members

Break-Down of Time Spent on Various Work Areas

Analytical Tasks	60%
Administrative Tasks	30%
Other	10%

Minimum Qualifications

To perform this job successfully, an individual must be able to perform the essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience/Education

Education and experience equal to a Bachelor's degree and the knowledge, skills, and ability to perform the essential functions of the position and a minimum of two years of analytical work, preferable for a public utility or other public or not for profit agency.

Knowledge of

- Community Choice Aggregation and the California electric utility market
- Practices and principles of data analysis
- The purpose, organization, and operations of a public agency
- Information systems management
- Scheduling, maintaining calendars, and internal filing systems
- Microsoft Office Suite, including Word, Outlook and Power Point
- Energy and environmental issues generally, such as climate change
- Demographics of the service areas

Ability to

- Research and analyze data related to the regulatory functions of MCE
- Organize work in an efficient and time-sensitive manner
- Learn the organization and operations of regulatory agencies such as the California Public Utilities Commission (CPUC)
- Understand the legislative bill process
- Manage multiple priorities and adapt to changing priorities in a fast-paced environment
- Be thorough and detail-oriented
- Maintain confidentiality over sensitive items
- Operate standard office equipment
- Establish and maintain effective working relationships with those encountered during the performance of duties

Language and Reasoning Skills

- Exercise analytical skills, sound judgment, creative problem-solving, and commercial awareness
- Analyze and interpret information quickly and accurately
- Develop high-quality writing, research, and communication work products
- Deliver clear oral communication
- Interact effectively with administrative bodies and MCE's Regulatory and Legal Counsel, Executive Officer, and Board of Directors
- Manage projects and time efficiently

Mathematical Skills

Ability to add, subtracts, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to create and interpret bar graphs.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



POWER SUPPLY CONTRACTS MANAGER JOB DESCRIPTION

SUMMARY

The Power Supply Contracts Manager, under general supervision of the Director of Power Resources, has responsibility for contract monitoring, facilitation, and management as well as invoice review and validation to support Marin Clean Energy (MCE) power supply contracts. The incumbent may assist in the administration of RFP proposal processes, MCE open season procurement process, ongoing correspondence with counterparties including contract development and performance tracking, and other duties as assigned in support of the power supply procurement process.

CLASS CHARACTERISTICS

The Power Supply Contracts Manager performs assignments under general supervision of the Director of Power Resources as part of the Power Resources and Procurement team and works closely with MCE's technical team including external consultants. This position provides support to the Director of Power Resources by developing and reviewing contracts for power supply and reviewing, validating and processing power supply invoices for payment.

SUPERVISORY RESPONSIBILITIES

There are no supervisory responsibilities for this position.

ESSENTIAL DUTIES AND RESPONSIBILITIES (ILLUSTRATIVE ONLY)

Power Supply Contract Facilitation

- Assist with drafting of new vendor and supplier agreements
- Serve as point of contact for counterparties in negotiations for supply agreements demonstrating excellent interpersonal skills and project management acumen
- Assist with creation of materials to facilitate Board review of potential supplier agreements include staff reports, supporting information, and presentation materials
- Manage stakeholder relationships, including PPAs, interconnection, staff and consultants, permitting agencies, community and public relations
- Conduct research and other due diligence to compile relevant information as needed for staff, technical consultants, legal consultants and Board members
- Track all steps needed to reach contract finalization, up to, and including, contract execution
- Maintain current knowledge of regulatory/ legislative trends and changes as wells as current and future market conditions

Performance Monitoring

- Assist with performance auditing and monitoring for existing MCE contracts
- Track counterparty compliance with contract milestones and other deliverables
- Manage vendor and contractor agreements
- Maintain and update files as needed
- Maintain, update, and track contract files through contract management system

Invoice Management and Validation

- Interface with power suppliers and contractors regarding timely invoicing
- Receive, file and process invoices in a timely and correct manner
- Perform validation on invoices as assigned to insure accurate charges and credits have been applied
- Track invoice payments and prepare related reports to management, technical team and external accountant
- Resolve, or provide support in resolving invoice and billing issues
- Provide information to assist external accountant with problem resolution

Other duties

- Prepare materials for the MCE staff to facilitate policy discussions related to procurement and resource planning
- Assist with the administration of RFP processes, the open season process and the assessment of unsolicited proposals
- May review and analyze proposals for electric power supply submitted to MCE by developers and brokers and provide summary information for staff and technical team
- May assist in preparation and presentation of information and recommendations to assist MCE staff and Board in assessing and identifying 'best fit' market opportunities for MCE
- May assist in tracking changes during contract negotiation for the purchase and/or sales of electric resources and Renewable Energy Credits (RECs)
- May assist in managing MCE's various renewable energy certificate accounts within the WREGIS system
- May assist with preparation of compliance reports and materials related to MCE power supply, including those required by the California Public Utilities Commission (CPUC), California Energy Commission (CEC), The Climate Registry, and the Department of Energy (DOE).

BREAKDOWN OF TIME

- Contract Development 30%
- Vendor Performance Monitoring 20%
- Invoice Management and Validation 30%
- Other as assigned 20%

MINIMUM QUALIFICATIONS

Experience/Education

Education and experience equivalent to a Bachelor's degree in business, economics or accounting, supplemented by a minimum of 3 years of progressively responsible experience at an electric utility, municipal utility, a Community Choice Aggregation program or in a closely related field. Technical experience in the management of contracts is required.

Knowledge of

- Contracts management best practices
- Microsoft Office software including Excel, Word and PowerPoint, Project.
- Energy generation technologies including carbon neutral electric energy, conventional energy, and renewable energy such as wind, biomass, geothermal, solar, concentrating solar, and hydroelectric
- Procurement process and use of renewable energy certificates to support mandatory and voluntary compliance programs
- The California Independent System Operator (CAISO) settlement process
- The structure and content of standard power purchase agreements for various resource types
- Renewable energy project development including environmental and local use permitting, interconnection agreements and processes
- California's Renewables Portfolio Standard, Power Content Label and Power Source Disclosure program
- California's Renewables Portfolio Standard, Power Content Label and Power Source Disclosure Programs
- Power scheduling
- Power purchase agreement structures, general terms and conditions and basic requirements.
- The Western Renewable Energy Information System (WREGIS)
- Regulatory reporting and compliance requirements of the California Public Utilities Commission (CPUC).

Language and Reasoning Skills

- Manage projects and time efficiently with a high level of attention to detail.
- Apply strong task prioritization, analytical and problem-solving skills.
- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear oral communications.
- Effectively interpret and apply contract language and commercial agreements.
- Analytical skills to evaluate contractor performance and potential project opportunities, and project siting, permitting and interconnection issues.
- Interact professionally and effectively with counterparties, consultants, MCE staff team and, when necessary, the Board of Directors.

Skills and Abilities

- Be thorough and detail-oriented.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced dynamic environment.
- Establish and maintain effective working relationships with persons encountered during the performance of duties.
- Take responsibility and work independently, as well as work as a team member
- Prepare professional written work products.
- Perform quantitative data and statistical analysis and effectively communicate results to others.

- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals; compute rate, ratio, and percent and to create and interpret bar graphs

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand.

The employee must occasionally lift and/or move up to 20 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

ADA COMPLIANCE

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified person with a disability upon request.



Job Description

Energy Efficiency Program Specialist II

Summary

Under direction of the Director of Energy Efficiency, the Energy Efficiency Program Specialist II supports the development, implementation and coordination of multiple energy efficiency activities and/or supports the technical aspects of the energy efficiency program for Marin Clean Energy. The Energy Efficiency Specialist will support the Director of Energy Efficiency and will work alongside other program staff in implementation of energy efficiency programs tailored to residential, commercial and municipal electricity customers. The Energy Efficiency Program Specialist II will interface with other partner agencies and stakeholder groups, coordinate activities of sub-contractors, interact with the MCE Board of Directors and its committees, and interface with a wide range of customer groups, and other related tasks as assigned.

The position requires knowledge of energy efficiency technologies, data collection and management, basic understanding of the construction trade and green building techniques, and integrated demand side management. It may require the ability to use metrics to validate energy efficiency impacts. Technical experience with California ratepayer funded energy efficiency programs is preferred, and experience with Advanced Metering Infrastructure (AMI) technology and/or electric vehicle infrastructure is desirable.

Class Characteristics

The Energy Efficiency Program Specialist II performs assignments under the direction of the Director of Energy Efficiency and works in close collaboration with the other team members across the agency. The Energy Efficiency Program Specialist II interfaces with customer groups including building owners and managers on MCE's behalf to implement energy savings projects that conform to the requirements of the Energy Efficiency Program Plan and related benchmarks. The Energy Efficiency Program Specialist II interfaces with sub-contractors to track successful program delivery and identify areas for improvement.

Responsibilities include oversight for on the ground energy efficiency improvement work, including coordination of direct install programs, acting as a 'single point of contact' for customers involved in the program, providing technical assistance for customers, coordinating data collection and management to meet regulatory guidelines and evaluate program performance, supporting technical analysis of existing and proposed programs, identifying eligible program measures and providing preliminary cost effectiveness analyses. The Energy Efficiency Program Specialist II works on specific marketing and outreach campaigns in close coordination with other staff and/or specific research projects related to development of integrated demand side management program strategies or other research related to the Energy Efficiency program. The Energy Efficiency Specialist II position is differentiated from the Tier I position due to its higher level of autonomy, lead worker and/or supervisory responsibilities, and more responsibility for presentations and interactions with the MCE Board of Directors and committees, as well as the public.

Supervisory Responsibilities

There may be some lead worker responsibilities as well as supervision of Interns for this position

Essential Duties and Responsibilities (Illustrative Only)

- Assist Staff, Technical Team and MCE Board with implementation and maintenance of MCE's Energy Efficiency Program.
- Handle interactions with other MCE teams on a proactive and independent basis.
- Monitor program progress in assigned area(s) relative to goals and make recommendations for improved program delivery.
- Assist in management of RFP processes and identification of sub-contractors.
- Draft proposals for grant funding and other program revenue opportunities.
- Interface with building owners, managers, and professional organizations on MCE's behalf.
- Make presentations to and interact with the MCE Board of Directors and its committees.
- Perform data analysis, training and outreach, to customers, building owners and managers, and other stakeholder groups as needed to implement program.
- Maintain databases for various areas of energy resource technology.
- Utilize a variety of computer software programs to prepare reports, maps, diagrams, graphs and other material related to energy resources.
- Assist in data collection and organization to track impact of energy efficiency programs for reporting to the MCE Board and regulatory bodies.

Break-down of time spent on various Energy Efficiency Program work areas:

- | | |
|-------------------------------------|-----|
| • Program Communications | 35% |
| • Program Technical Assistance | 30% |
| • Program Administrative Assistance | 30% |
| • Miscellaneous | 5% |

Experience/Education

Any combination of education and experience that would provide the knowledge and skills required to perform the duties of the position. Typically, a Bachelor's Degree in engineering, environmental science, planning, or a closely related field, and four (4) years of progressively responsible experience at an electric utility, local government agency or private company providing energy efficiency services. Technical experience with California ratepayer funded energy efficiency programs is preferred and Advanced Metering Infrastructure (AMI) technology and/or electric vehicle infrastructure is desirable. A Master's degree in a related field is also desirable.

Knowledge of

- Goals and mission of Marin Clean Energy and Community Choice Aggregate programs
- Energy conservation strategies, energy efficient building construction and demand response applications.
- Metrics and analytical tools to collect, tabulate, and analyze data related to energy efficiency and technologies including E3 calculation and the DEER Database.
- Microsoft Office programs including Excel, Word and PowerPoint programs
- The construction trade, local government permitting process, and regulatory bodies in California.
- Economic principles of ratepayer funded energy efficiency programs, grant funding and RFP requests
- Basic understanding of utility or municipal energy efficiency programs
- Principles and practices of lead worker and supervisory best practices
- Technical understanding of industry best practices
- May require knowledge of database construction and management, proficiency with Navicat and SQL server technology

Ability to

- Apply energy conservation principles and practices within an energy program. Interface with customers, subcontractors, as well as MCE Staff and Board Members to produce measurable energy efficiency results
- Critically evaluate proposals, programs and policies and analyze data to evaluate program success.
- Use metrics to validate energy efficiency impacts including E3 calculations, DEER, and other standard industry tools
- Develop and implement trainings and workshops.
- Provide technical assistance on energy efficiency to customers and to government affiliates.
- Draft proposals for grant funding and other program revenue opportunities.
- Research and recommend measures or strategies for inclusion into the energy efficiency program.
- Understand financial incentives and recommend incentive design.
- Make presentations as required at MCE Board of Directors and committee meetings and other public and community meetings
- Communicate effectively both verbally and in written form
- Establish and maintain effective working relationships with persons encountered in the performance of duties.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced dynamic environment.
- Take responsibility and work independently, as well as participate in team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

Language and Reasoning Skills

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear oral and written communication.
- Interact professionally and effectively with customers, commercial partners, MCE staff team and Board of Directors.
- Apply strong analytical and problem-solving skills.
- Manage projects and time efficiently.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Depending upon the assignment, may need the ability to design and perform statistical tests and draw conclusions from the results.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand.

The employee must occasionally lift and/or move up to 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



Job Description

Clerk

Summary

Under general supervision, to perform a wide variety of responsible and technical office support to Marin Clean Energy (MCE); to provide support and follow-up to the Board of Directors and related Committees on a variety of matters; provide Executive Assistant support to the Executive Officer; to assist in the management of official MCE records and minutes; and to perform related work as required.

Class Characteristics

The MCE Clerk provides administrative support to Board Directors and MCE staff in the preparation and maintenance of public records and interaction with public officials. The Clerk may also assist with the composition of resolutions, staff reports, and other official MCE documents. In addition, the Clerk will establish, set, maintain, present, and distribute agendas and Board meeting material and respond to inquiries from Board members and the public. The Clerk is also responsible for coordinating Board-related meetings as needed and maintaining records of Board actions taken. The Clerk also provides assistance as needed in an Executive Assistant role to support the Executive Officer including meeting coordination and management of verbal and electronic correspondence. Assignments are performed with general supervision and within an identifiable and prescribed framework.

This classification is a first point of public contact for MCE and requires frequent interaction with MCE officials, community members, and the public regarding official MCE Board of Directors issues, such as public meetings, agenda items, and general operations. In addition, the MCE Clerk must exercise initiative, discretion, and good judgment in the analysis and resolution of issues that require technical or specialized knowledge of MCE organization, policy, and procedures. This role also requires the ability to support the Executive Officer in a variety of administrative duties as requested by management staff or members of the Board.

Supervisory Responsibilities

This job has no supervisory responsibilities.

Essential Duties and Responsibilities (Illustrative Only)

- Prepare draft agenda from material submitted by staff; word process and collate final agenda with supplemental material for distribution
- Review supporting documents for agenda items, screening for discrepancies, ensuring materials are relevant and appropriately processed in accordance with legal requirements and MCE procedures
- Prepare and distribute meeting material for Regular Board meetings, Special Board meetings, as well as various Board Committee meetings
- Record minutes at the Board of Directors meetings when needed, including recording the essential content of discussion, motions and votes, transcribing notes and checking draft copies of minutes for grammatical usage, technical terminology, spelling, and sentence structure
- Answer public inquiries in person, by phone, and by email, and route inquiries as necessary to appropriate MCE staff
- Prepare resolutions and staff reports as necessary
- Interface with general counsel regarding meeting legal requirements including for public noticing and the Brown Act
- Post and update meeting materials and Board-approved documents on MCE's website as needed
- Take appropriate follow-up action on the Board's decisions, such as notifying interested parties on specific items
- Maintain records of Board actions, including but not limited to minutes and resolutions
- Provide MCE Board Directors, committees, and staff with logistical support for meetings, presentations, and events, including all logistical agency meeting and event coordination (such as location, room reservations, amenities, and materials)
- Ensure collection and filing of annual Form 700 submittals from MCE Board members as well as designated staff and consultants
- File applicable amendments to governing documents with the State of California when needed
- Provide planning and management support for MCE events including the annual Board Retreat and Holiday Party
- Track budgets for meetings and events
- Ensure maintenance of Board-related records according to MCE rules and policies, including Board meeting archive material and informational material
- Research, compile, and organize information and official records for use by Board members, MCE staff, and the public

- Provide direct support for Executive Officer on administrative tasks as needed
- Perform routine tasks including duplicating, photocopying, and assembling bulk mailing
- Retain and recall information to respond to inquiries and effectively search files and retrieve data as required
- Work closely with Administrative Associate to maintain office supplies and meet the needs of MCE Board members and staff
- Maintain relationships with Board member jurisdiction officials in order to facilitate the flow of documents from county, city and town jurisdictions to MCE

Break-Down of Time Spent on Various Work Areas

Board meeting preparation and record keeping	20%
Maintaining and organizing MCE files, official records, and office material	30%
Coordinating Board-related and Committee meetings and responding to inquiries	30%
Provide Executive Assistant support to Executive Officer	20%

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience/Education

Any combination of education and experience that would provide the knowledge and abilities listed. Typically, equivalent to possession of an Associate of Arts degree in business administration or related field, and two (2) years of responsible clerical experience, which has included considerable exercise of initiative, attention to detail, and independent judgment.

Knowledge of

- Modern technology, systems, and software designed to assist in the computerized management of information
- Principles for dealing successfully with individuals of various ages, and members of various ethnic and socio-economic groups
- Data processing applications and systems, and the principles of modern office management
- Standard office administrative and secretarial practices and procedures, including business correspondence, correct English usage, grammar, spelling, vocabulary, and punctuation
- Records management principles and practices, and research methods and techniques
- Business mathematics and financial record keeping and report production
- Customer service practices, principles, and techniques for dealing with the public in person and over the telephone regarding sensitive and/or confidential issues

Ability to

- Develop a thorough knowledge of the role, organization, policies, and procedures of the Board of Directors and MCE
- Learn the legal requirements governing the processing of documents related to Board actions
- Perform technical and responsible office administrative work independently and accurately
- Identify and secure confidential, highly sensitive records and written or verbally communicated information, and record such information accurately
- Retain and recall information to respond to inquiries, and efficiently search files and retrieve data as required
- Organize and prioritize own workload and adjust to changes in workload and assignments to meet critical deadlines under pressure
- Establish and maintain effective working relationships with those encountered during performance of duties
- Word process or type at a speed sufficient to perform assigned duties
- Use database, spreadsheet, and web interface and/or internet applications depending on assignment
- Plan own work, complete multiple, concurrent projects, and meet critical time deadlines
- Retain and recall information to respond to inquiries and to efficiently search files and retrieve data as required

Language and Reasoning Skills

- Communicate effectively in English, both verbally and in written form, sufficient to convey information and instructions to the public and other employees in situations requiring tact, courtesy, and poise
- Understand information requests of others and respond courteously, efficiently, and accurately
- Read and comprehend technical material and directives
- Use sound, independent judgment within general policy and procedural guidelines

Mathematical Skills

- Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals
- Compute rate, ratio, and percent
- Draw and interpret bar graphs

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls, and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



December 4, 2014

TO: Marin Clean Energy Board
FROM: Elizabeth Kelly, Legal Director
RE: Regulatory Update for November 2014 (Agenda Item #10)

Dear Board Members:

Executive Summary of Regulatory Affairs for November 2014

Below is a summary of the key activities at the California Public Utilities Commission (Commission) and the California Independent System Operator (CAISO) for November 2014 impacting community choice aggregation and MCE.

Long-Term Procurement Plan Proceeding – IOU Bundled Procurement Plans (R.13-12-010)

In the Long-Term Procurement Plan (LTPP) proceeding, Investor Owned Utilities (IOUs) make two projections about load in the coming decade. First, the IOUs evaluate how much energy customers in their service territory – both bundled and unbundled¹ – will need in the next decade. Second, the IOUs evaluate how much energy their bundled customers will need in the next decade. This second step is called the Bundled Procurement Plans. The Bundled Procurement Plans set what the IOUs need to procure.

In early October the three major IOUs submitted their Bundled Procurement Plans to the Commission. Pacific Gas and Electric Company (PG&E), by direction from the Commission included an Alternative Proposal including more reasonable projections for departing load due to CCA. This is important because, in the past, the IOUs have not accounted for the departures of CCA customers from IOU service. By not accounting for CCA load, CCA customers end up paying more costs in Power Charge Indifference Adjustment (PCIA) exit fee.

On November 4th, MCE filed comments responding to the IOUs BPP filings. MCE supported PG&E's Alternative Scenario subject to certain modifications to improve the

¹ Bundled customers receive generation service from an investor-owned utility; unbundled customers receive generation service from CCAs or Direct Access providers. MCE customers are unbundled customers.

accuracy of these departing load projections due to CCA. This filing sets the stage for improvements to IOU procurement plans to reduce excess costs borne by CCA customers.

Framework for Integrated Demand-Side Resource Programs (R.14-10-003)

In early October the Commission opened a proceeding to create a regulatory framework for integrating all demand-side programs. These programs include energy efficiency, demand response, distributed generation, energy storage, smart grid, water-energy measures, electric vehicles, and innovative rate design. The proceeding may integrate funding sources and cost-effectiveness measures. This sweeping integration presents opportunities and risks for the future of MCE's demand-side programs.

On November 7th, MCE filed comments on this proceeding. MCE proposed a framework with two types of entities coordinating the programs: facilitators and administrators. In MCE's proposal, the IOUs would act as facilitators and would be an information clearinghouse providing critical data to program administrators. IOUs would not, however, administer demand side programs.

Local governments (such as CCAs, RENs, and local governments) would be the proposed program administrators tasked with enrolling customers, coordinating with third party demand-side resource providers (e.g. energy efficiency contractors), and offering integrated demand-side programs. By providing a clear role for local governments in reducing energy demand and greenhouse gas emissions, it empowers communities to effectively fulfill their AB32 mandates.

If the Commission allows IOUs to act as administrators, MCE proposed imposing the existing affiliate transaction rules to promote competitive neutrality among program administrators.

Rulemaking to Consider Revisions to Demand Response Programs (R.13-09-011)

MCE has been an active participant in the Rulemaking to consider revisions to the Demand Response (DR) programs. MCE has been working to reduce the anti-competitive barriers present in the current DR framework that prevent CCAs from effectively offering DR programs to ratepayers.

MCE is party to a Settlement Agreement regarding the manner in which IOU DR programs will need to be restructured to drive wider-spread adoption of DR. Excluded, however, from the settlement was the key issue of cost allocation. On October 28 the assigned Administrative Law Judge (ALJ) issued a Proposed Decision (PD) and the assigned Commissioner, President Peevey, issued an Alternate Proposed Decision (APD) regarding the proposed Settlement Agreement and IOU DR Cost Allocation matters. The PD and the APD both would improve the fairness of cost allocation for DR programs and would eliminate a "double payment" issue for CCA customers.

Either the PD or the APD would be a good first step towards enabling CCAs to offer DR programs on an equal footing to the IOU DR programs. One of these proposed decisions is expected to be voted out by the Commission on December 4th.



December 4, 2014

TO: Marin Clean Energy Board
FROM: Shalini Swaroop, Regulatory and Legislative Counsel
RE: MCE Legislative Executive Summary (Agenda Item #10)
ATTACHMENT: Marin Clean Energy Legislative Policy Guidelines – Draft Revision

Dear Board Members:

MCE has continued to increase its Legislative Advocacy efforts at the California State Legislature in order to protect Community Choice Aggregation (CCA) efforts in the state. In addition, staff recommends an amendment to MCE’s Legislative Policy Guidelines in order to include Consumer Advocacy.

I. MCE Annual Legislative Update Meetings

MCE has begun its annual legislative update meetings with key staff and elected officials while the legislative session is in recess. The purpose of these meetings is to inform legislators and their staff about MCE’s progress in the past year and to provide them with factual information regarding CCAs.

The legislative meetings have focused on: (1) local and union job creation, and (2) the development of local renewables within MCE’s service territory. In particular, legislators have been very interested in MCE’s current and proposed energy efficiency programs.

In 2015, MCE believes that there will be two major issues it will need to address at the legislature:

- The Governor’s 2030 Carbon Plan: The Governor plans to release an aggressive climate plan that will target greenhouse gas reductions for 2030. MCE plans to offer input on this plan throughout 2015 in order to ensure that CCAs are included as a vital strategy to combat climate change.
- Consumer Advocacy Bill: Given recent controversies involving the California Public Utilities Commission (CPUC), consumer advocacy groups may propose a bill that addresses the influence of the investor-owned utilities on statewide policy agencies.

Overall, MCE finds that in the wake of Assembly Bill 2145, legislators are better informed on CCA and are interested to hear of MCE's progress as a model for statewide CCA efforts.

II. Proposed Amendment to MCE's Legislative Policy Guidelines

Background

The Legislative Policy Guidelines are designed to provide MCE staff standing authority to take action on legislative matters that relate to furthering MCE's mission and to provide MCE lobbyists a better understanding of the organizational preferences regarding the variety of issues that will arise during the course of a legislative session.

Currently, the Legislative Policy Guidelines provide Board directives in the following topic areas:

- Support California Community Choice Aggregation
- Reduce Greenhouse Gas Emissions
- Promote Local Economic and Workforce Benefits

Staff recommends an amendment to the existing policy to address consumer advocacy efforts. Before regulatory agencies, such as the CPUC, MCE often advocates on behalf of its customers on issues that directly affect them. For example, MCE has dedicated significant regulatory resources to reducing excessive fees on MCE customers, such as the Power Charge Indifference Adjustment and the Cost Allocation Mechanism. Although advocating on behalf of MCE's customers is a central tenet of the regulatory team, this focus has not yet been included in the Legislative Policy Guidelines.

As staff readies for the next legislative session, MCE's legislative priorities should properly mirror its overall regulatory priorities in order to maintain consistency and to allow staff to act as a ratepayer advocate for MCE and CCA customers at the legislature.

Specifically, staff recommends adding the following to MCE's Legislative Policy Guidelines:

Advocate on Behalf of Community Choice Aggregation Customers

Support legislation that benefits CCA customers. Address legislation that may have rate impacts on CCA customers. Address legislation affecting regulatory or legislative processes that may impact CCA customers.

Recommendation

Approve amendment to Legislative Policy Guidelines.



**Marin Clean Energy
Legislative Policy Guidelines
DRAFT REVISION – DECEMBER 4, 2014**

The Legislative Policy Guidelines are designed to provide MCE staff standing authority to take action on legislative matters that relate to furthering MCE’s mission and provide MCE lobbyists a better understanding of the organizational preferences regarding the variety of issues that will arise during the course of a legislative session.

Support California Community Choice Aggregation

Support legislation that protects and fosters CCA within the state. Support legislation that supports CCA autonomy in policymaking and decision-making. Oppose legislation that unfairly discriminates against CCAs or CCA customers or reduces CCA policymaking or decision-making autonomy.

Reduce Greenhouse Gas Emissions

Support legislation that would reduce greenhouse gas emissions through renewable energy and demand reduction. Support energy efficiency programs for CCA customers and non-customers through CCAs, local governments and partnerships. Support legislation that facilitates cost-effective renewable energy in California. Support cost-effective deployment of electric vehicles, demand response, energy storage and other tools to reduce greenhouse gas emissions. Monitor and consider supporting efforts that accelerate bringing renewables to market such as streamlining land-use and permitting processes. Board approval is required for any issue that impacts local land use authority.

Promote Local Economic and Workforce Benefits

Support legislation that improves workforce development in energy efficiency and renewable energy in California and in the MCE service territory. Support legislation that provides economic benefits to the energy efficiency and renewable energy sectors in California and in the MCE service territory.

Advocate on Behalf of Community Choice Aggregation Customers

Support legislation that benefits CCA customers. Address legislation that may have rate impacts on CCA customers. Address legislation affecting regulatory or legislative processes that may impact CCA customers.



KEY LEGISLATION, GLOSSARY OF TERMINOLOGY AND KEY ACRONYMS

Key Legislation:

AB 32 – Assembly Bill 32, the Global Warming Solutions Act of 2006

AB 32 is an environmental law in California that establishes a timetable to bring California into near compliance with the provisions of the Kyoto Protocol.

AB 117 – Assembly Bill 117, Community Choice Aggregation Enabling Legislation

AB 117 is the California legislation passed in 2002 that enabled community choice aggregation, authored by then Assemblywoman Carole Migden.

SB 790 – SB 790, Charles McGlashan Community Choice Aggregation Act

SB 790, authored by state Senator Mark Leno, was passed in 2012. This bill institutes a code of conduct, associated rules, and enforcement procedures for IOUs' regarding how they interact with CCA. This bill also clarified a CCA's equal right to participating in ratepayer-funded energy efficiency programs.

SB (1X) 2 – Senate Bill 2 (1st Extd. Session) California Renewable Energy Resources Act

SB (1X) 2 was approved in April of 2011 to expand upon previous RPS legislation. It raised the statewide RPS procurement target to 33% by 2020 and also includes interim procurement targets, new RPS content categories, and limitations. All IOUs, CCAs, ESPs, and POUs are all required to meet these procurement goals (with certain exceptions). The CPUC is addressing the implementation of SB (1X) 2 through its rulemaking process (R.11-05-005).

Terminology:

Bundled Customers receive both their electricity generation and distribution services from the same entity, typically the resident IOU.

Unbundled Customers receive their electricity generation and distribution services from separate entities. Customers of MEA are considered unbundled customers because they purchase their electricity generation for MEA and their electricity distribution from PG&E.

Key Acronyms:

CAISO – California Independent System Operator

The CAISO maintains reliability and accessibility to the California transmission grid. The CAISO manages, but does not own, the transmission system and oversees grid maintenance.

CAM – Cost Allocation Mechanism

CAM is a mechanism for passing through RA-related procurement costs within an IOU's service territory. In cases where there is a system or local reliability need, the Commission may authorize an IOU to procure RA on behalf of other LSEs and to recover the related capacity costs through a NBC.

CARB – California Air Resources Board

CARB was established by California's Legislature in 1967 to: 1) attain and maintain healthy air quality; 2) conduct research to determine the causes of and solutions to air pollution; and 3) address the issue of motor vehicles emissions.

CCA – Community Choice Aggregation

CCA allows cities and counties to aggregate the buying power of individual customers within a defined jurisdiction in order to secure alternative energy supply. MEA is the only operational CCA in California.

CEC – California Energy Commission

The CEC is California's primary energy policy and planning agency. It has responsibility for activities that include forecasting future energy needs, promoting energy efficiency through appliance and building standards, and supporting renewable energy technologies.

CHP – Combined Heat and Power

CHP (also referred to as Cogeneration) is the use of a heat engine or a power station to convert waste heat (usually steam) into additional electricity. Not necessarily considered renewable energy, CHP is still encouraged by state policy and regulations because it is more energy efficient than conventional power generation systems.

CIA – Conservation Incentive Adjustment

The CIA is a NBC unrelated to generation, transmission or distribution. This rate design will be implemented in the PG&E service territory in July 2012 and will result in flat generation and distribution rates, and a tiered CIA charge.

CPUC – California Public Utilities Commission

The CPUC, also simply called the Commission, is the entity that regulates privately-owned utilities in the state of California, including electric power, telecommunications, natural gas and water companies. The CPUC has limited jurisdiction over CCAs.

DA – Direct Access

DA is an option that allows eligible customers to purchase their electricity directly from competitive ESPs. There are legislatively mandated caps on DA that have gradually increased since the energy crisis. Large energy users in particular seek the cost certainty associated with being on DA service.

DG – Distributed Generation

DG refers to small, modular power sources sited at the point of power consumption. One example of residential distributed generation is an array of solar panels installed on a home's roof.

EE – Energy Efficiency

EE is a way of managing and restraining the growth in energy consumption. It refers to using less energy to provide the same service. For example: In the summer, efficient windows keep the heat out so that the air conditioner runs less often which helps save electricity.

ESP – Electricity Service Provider

ESPs are non-utility entities that offer DA electric service to customers within the service territory of an electric utility. ESPs share various regulatory interests with CCAs because the customers of both types of entities face departing load charges through the PCIA and other non-bypassable charges.

FIT – Feed-In Tariff

FITs are long-term, standard-offer, must-take contracts offered by electricity retailers to small-scale renewable developers for the procurement of DG renewable energy. MCE currently offers a FIT.

GHG – Greenhouse Gas

GHGs are gases in Earth’s atmosphere that prevent heat from escaping into space. The burning of fossil fuels, such as coal and oil, and deforestation has caused the concentrations of **GHGs** to increase significantly in the Earth’s atmosphere.

HUR – Home Utility Report

A HUR is a document that provides customers with a detailed analysis of their individual usage data, comparisons to other similar customers, and tips on how to reduce energy usage, HURs are delivered through the mail on a regular schedule to a subset of MCE customers as part of MCE’s Single Family Energy Efficiency Program. Customers are selected to receive the HUR based on historic energy usage.

IOU – Investor Owned Utility

IOU refers to an electric utility provider that is a private company, owned by shareholders. The three largest IOUs in California are Pacific Gas and Electric (PG&E), Southern California Edison (SCE) and San Diego Gas and Electric (SDG&E).

LSE – Load Serving Entity

LSEs are a categorization term that refers to IOUs, ESPs, CCAs, and any other entity serving electricity load to end-use or wholesale customers. POUs are excluded from this categorization.

NBC – Non-Bypassable Charge

NBCs are line item charges that all distribution customers (both Bundled and Unbundled) must pay. Types of NBCs include transmission access charges and nuclear power plant decommissioning costs.

NEM – Net Energy Metering

NEM allows a customer to be credited when their renewable generation system generates more power than is used on site. The customer continues to pay for electricity when more power is used on site than the system produces.

OBF – On Bill Financing

OBR is a financing mechanism in which repayment is integrated into a customer’s utility bill.

OBR – On Bill Repayment

OBR is a mechanism for loan repayment in which the loan payments are integrated into a customer’s utility bill.

PAC – Program Administrator Cost

The PAC is one of two tests of energy efficiency program costs effectiveness used by the CPUC. The test measures the net benefits and costs that accrue to the program administrator (usually a utility) as a result of energy efficiency program activities. The PAC compares the benefits, which are the avoided cost of generating electricity and supplying natural gas, with the total costs, which include program administration costs. The PAC includes the cost of incentives, but excludes any participant costs or tax credits.

PACE – Property Assessed Clean Energy

PACE is a way of financing energy efficiency upgrades or renewable energy installations for buildings. In areas with PACE legislation in place municipal governments offer a specific bond to investors and then loan the money to consumers and businesses to put towards an energy retrofit. The loans are repaid over the assigned terms (typically 15 to 20 years) via an annual assessment on their property tax bill. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than an individual.

PCIA – Power Charge Indifference Adjustment

The PCIA is an “exit fee” imposed on departing load that is intended to protect bundled utility customers. When customers leave bundled service to purchase electricity from an alternative supplier, such as MEA, the IOU, who had previously contracted for generation to serve these customers on a going-forward basis, is able to charge these departing customers the above market costs of that power.

POU – Publicly Owned Utility

POUs are locally publically owned electric utilities that are administered by a board of publically appointed representatives (similar to a CCA). POU's are not within the jurisdiction of the CPUC, and are thus subject to different regulation and enforcement than IOUs, CCAs, and ESPs.

PV – Photovoltaic

PV is solar electric generation by conversion of light into electrons. The most commonly known form of solar electric power is roof panels on homes.

RA – Resource Adequacy

RA refers to a statewide mandate for all LSEs to procure a certain quantity of electricity resources that will ensure the safe and reliable operation of the grid in real time. RA also provides incentives for the siting and construction of new resources needed for reliability in the future.

RPS – Renewable Portfolio Standard

The RPS was created in 2002 under Senate Bill 1078 was most recently modified by SB (1X) 2 (2011). RPS requires that electricity providers meet certain minimum RPS requirements over time, and no less than 33% RPS by 2020.

SPOC – Single Point of Contact

The SPOC is a facilitator and participant guide to MCE program offerings, helping to guide the customer through the participation process from initial contact to project completion.

TRC – Total Resource Cost

The TRC is one of two tests of energy efficiency program cost effectiveness used by the CPUC. The test measures the net benefits and costs that accrue to society, which is defined as a program administrator (usually a utility) and all of its customers, as a result of energy efficiency program activities. The TRC compares the benefits, which are the avoided cost of generating electricity and supplying natural gas, with the total costs, which include program administration and customer costs. The TRC does not include the costs of incentives.

ZNE – Zero Net Energy

A building is ZNE if the amount of energy provided by on-site renewable energy sources is equal to the amount of energy used by the building.