



**Marin Energy Authority
Board Meeting
Thursday, February 7, 2013
7:00 P.M.**

Dawn Weisz
Executive Officer

Damon Connolly
Chair
City of San Rafael

Kathrin Sears
Vice Chair
County of Marin

Tom Cromwell
City of Belvedere

Alexandra Cock
Town of Corte Madera

Larry Bragman
Town of Fairfax

Len Rifkind
City of Larkspur

Ken Wachtel
City of Mill Valley

Denise Athas
City of Novato

Tom Butt
City of Richmond

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Jonathan Leone
City of Sausalito

Richard Collins
Town of Tiburon

781 Lincoln Avenue
Suite 320
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.com

**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 12.12.12 Board Meeting Minutes**
 - C.2 Monthly Budget Report**
 - C.3 Records Retention**
 - C.4 Quarterly Contract Update**
 - C.5 First Addendum to Third Agreement with Douglass & Liddell**
 - C.6 Second Agreement with APCO Worldwide**
- 5. Energy Efficiency Update (Discussion)**
- 6. Second Agreement with Association for Energy Affordability (Discussion/Action)**
- 7. Second Agreement with PlanetEcosystems (Discussion/Action)**
- 8. Second Agreement with Marin City Community Development Corporation (Discussion/Action)**



Agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive, San Rafael, CA 94903. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MEA program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at djackson@marinenergy.com not less than **four work days** in advance of the event.



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Agenda – Page 2 of 2

9. Proposed MCE Budget for FY14 (Discussion/Action)

10. Proposed MCE Rates for FY14 (Discussion/Action)

**11. Addendum to Agreement with Noble Energy Solution
(Discussion/Action)**

**12. First Amendment to River City Bank Credit Agreement
(Discussion/Action)**

13. MEA Open Season Overview (Discussion)

14. Communications Update (Discussion)

15. Regulatory Update (Discussion)

16. Adjourn



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FOR IMMEDIATE RELEASE

January 30, 2012

Jamie Tuckey | Communications Director
415.464.6024 | jtuckey@marinenergy.com

MCE RECEIVES 2012 CCBJ BUSINESS ACHIEVEMENT AWARD

Climate Change Business Journal Recognizes Firms for Growth and Innovation

SAN RAFAEL, CA — Climate Change Business Journal® (CCBJ), a business research publication which provides high value strategic business intelligence to the climate change industry, has honored 34 companies for business achievement in revenue growth, smart grid & energy management, low carbon & renewable power, energy efficiency innovation, renewable energy integration, climate change adaptation projects, NGO activity, and more.

MCE is pleased to announce that it was chosen to receive the 2012 Climate Change Business Journal® award for Project Merit: Solar Power, in honor of its local Feed-In Tariff program that is spurring investment in distributed solar and other renewable projects.

MCE's Feed-In Tariff (FIT) program is designed to accelerate renewable energy development and provide an immediate opportunity to anyone interested in developing a local energy project. The FIT program allows owners of small-scale renewable energy projects up to 1 megawatt in size, located in MCE's service area, to become wholesale generation suppliers to MCE by entering into a 20-year power purchase agreement with MCE. Through the FIT program, MCE will purchase 100% of the electricity generated by an eligible project.

In October 2012, MCE's first FIT project began producing power at the San Rafael Airport. Nearly 5000 solar panels mounted on 48 existing aircraft hangar rooftops are providing enough energy to power 280 homes for an entire year and up to 1,200 homes during peak energy production, making it the largest solar system in Marin County.

The FIT program is one of the best in the State, and it was recently expanded to five times its original size, allowing for 10 megawatts of local generation.

"In an industry that has just managed to out-perform the overall economy but still presents challenges in many segments, a number of companies have achieved double-digit growth, sustained high profitability, built solid backlog, made successful forays into new practice areas or geographic markets, or developed technologies that can help build a more sustainable economy," said Grant Ferrier, president of Environmental Business International Inc. (EBI, San Diego), publisher of CCBJ.

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About CCBJ: Climate Change Business Journal serves as the centerpiece of business intelligence providing detailed market research on nine segments of the Climate Change Industry, including climate change consulting • renewable energy • carbon trading • carbon capture & storage • bioenergy: biomass & biofuels • energy storage • transportation • energy efficiency & demand response • green building • climate change adaptation.

About the CCBJ Business Achievement Awards: In October-December 2012, Environmental Business Journal and Climate Change Business Journal solicited nominations for the EBI/CCBJ Business Achievement Awards. Nominations were accepted in 200-word essays in either specific or unspecified categories. Final awards were determined by a committee of CCBJ staff and CCBJ editorial advisory board members. (Disclaimer: company audits were not conducted to verify information or claims submitted with nominations.)

About EBI: Founded in 1988, Environmental Business International Inc. (EBI, San Diego, Calif.) is a research, publishing and consulting company that specializes in defining emerging markets and generating strategic market intelligence for companies, investors and policymakers. EBI publishes Environmental Business Journal®, the leading provider of strategic information for the environmental industry, and Climate Change Business Journal®, which covers nine segments of the Climate Change Industry. EBI also performs contract research for the government and private sector and founded the Environmental Industry Summit, an annual three-day event for executives in the environmental industry.

Climate Change Business Journal Business Achievement Award
Project Merit: Solar Power

Marin Energy Authority (San Rafael, Calif.) for leveraging its liberal community's deep support for clean renewable power to create a robust local feed-in tariff program that is spurring investment in distributed solar PV and other renewable projects.

In a state where many renewable power advocates have looked longingly for more than a decade at the favorable FiT policies in Europe, the state has only adopted a market-reference price FiT that hasn't stimulated significant investment. The FiT offered by MEA's Marin Clean Energy division is a 20-year power purchase agreement at wholesale prices starting at \$100.57 per MWh for intermittent sources (wind), \$116.49 for baseload energy (landfill gas, biomass, and fuel cell) and \$137.66 for renewables that deliver peak energy (photovoltaic solar and solar thermal).

Last year, MCE signed a 20-year PPA with developers of a 972 kW PV project-the largest in the county to date-that is spread across aircraft hangar rooftops at the San Rafael Airport. And it is looking for more projects up to its 10 MW cap. (Energy from renewable projects can also be developed to directly offset usage through MCE's Net Energy Metering program in which production is credited at the retail rate plus a \$.01/kwh.) The airport project was developed by REP Energy, is being constructed by Synapse Electric, and was financed 50% by Bank of Marin and 50% by Joe Shekou, a developer who owns the airport.

MCE is the first instance of a local energy procurement and marketing entity formed in California through what is known as community choice aggregation. CCAs like MCE take over energy buying and selling from the local investor-owned utility-in this case Pacific Gas & Electric-while the utility continues delivering the energy and operating and maintaining the grid in exchange for a per-kWh surcharge.

Enabled by legislation intended to address the market power abuses that contributed to the 2000-2001 California energy crisis, the CCA model has become a rallying point for those who want to see even higher proportions of renewable energy on the California grid than the 33% by 2020 currently mandated for investor-owned utilities. Since MEA's founding in 2010, other local governments have joined, including the City of Richmond, and MEA's customer base is expected to be more than 110,000 by Q2 2013 according to California Energy Markets. More than a dozen other California local governments-including a consortium in the East Bay-are either developing CCAs or exploring the option.

**MARIN ENERGY AUTHORITY
SPECIAL BOARD MEETING
WEDNESDAY, DECEMBER 12, 2012
5:30 P.M.
SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM
750 LINDARO STREET, SAN RAFAEL, CA 94901**

Roll Call

Present: Damon Connolly, City of San Rafael, Chair
Kathrin Sears, County of Marin
Bob McCaskill, City of Belvedere, Alternate
Alexandra Cock, Town of Corte Madera
Larry Bragman, Town of Fairfax
Len Rifkind, City of Larkspur
Ken Wachtel, City of Mill Valley
Denise Athas, City of Novato
Tom Butt, City of Richmond
Carla Small, Town of Ross
Ford Greene, Town of San Anselmo

Absent: Jonathan Leone, City of Sausalito
Dick Collins, Town of Tiburon

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Regulatory & General Counsel
Beckie Menten, Energy Efficiency Coordinator
Alex DiGorgio, Community Relations Rep.
Emily Goodwin, Internal Operations
Coordinator
Rafael Silberblatt, Program Coordinator
Darlene Jackson, Clerk

Public Session: 5:40 PM

Agenda Item #1- Board Announcements (Discussion)

None

Agenda Item #2 – Public Open Time (Discussion)

None

Chair Connolly introduced Alternate Bob McCaskill from the City of Belvedere. He also indicated that, due to time constraints, some agenda items would be deferred to the February meeting.

Agenda Item #3 – Report from Executive Officer (Discussion)

Executive Officer Dawn Weisz reported on the following:

- A Contract with the Sonoma County Water Agency to provide some advisory services to Sonoma related to their CCA efforts has been approved.
- Introduction of Greg Brehm who has joined the MEA team as Resource Coordinator. Greg will be assisting with our energy procurement and resource management activities, assisting with settlement and validation processes, WREGIS processing, RFPs and open season. Greg comes to MEA with a wide range of experience in the energy industry. He has a Bachelor's of Science degree in Business Operations Management with a minor in Economics.
- December Technical Committee meeting has been cancelled but the Executive Committee scheduled for Wednesday December 19, 2012 at 9:00 A.M. will take place.
- Reminder to RSVP for potluck holiday party and white elephant gift exchange by designated date Friday, December 14th.
- Cancellation of the January 2013 Board meeting due to holiday conflicts.

Ms. Weisz responded to questions from the Board.

Agenda Item #4 – Consent Calendar (Discussion/Action)

- C.1 Minutes from 11.1.12 Board Meeting
- C.2 Monthly Budget Report
- C.3 Amendment to Service Agreement with PAETEC
- C.4 First Addendum to Fourth Agreement with Maher Accountancy
- C.5 Second Addendum to Agreement with Jay Marshall

M/s/Sears /Greene (Passed 11-0-0) Approved all items on the consent calendar. Directors Collins and Leone were absent.

Agenda Item #5 –Appointment of Board Members to MEA Committees (Discussion/Action)

There was a brief discussion related to the standing Executive Committee and the Technical Committee. Director Butt has expressed an interest in serving on the Executive Committee. Also, there is a pressing need to fill the vacant seats on the Ad Hoc Ratesetting Committee. Directors Connolly, Butt, Cock, Greene and Rifkind all have agreed to serve on the Ad Hoc Ratesetting Committee. Director Wachtel is interested in joining the Ad Hoc Expansion Committee when a seat becomes available.

M/s Green/Sears (Passed 11-0-0) Approved the addition of Director Collins to the Executive Committee. Directors Collins and Leone were absent.

M/s Sears/Bragman (Passed 11-0-0) Approved filling vacant seats on Ad Hoc Ratesetting Committee with Directors Butt, Greene and Rifkind. Directors Collins and Leone were absent.

Agenda Item #6 Report from APCO on Market Research (Discussion)

Due to time constraints, this item was deferred.

Agenda Item #7 –Richmond Community Engagement (Discussion)

Due to time constraints, this item was deferred to the next Board meeting.

Agenda Item #8 –Regulatory Update (Discussion)

Legal Director Kelly presented an update related to CPUC actions taken and to be undertaken by MEA including (1) MEA's recently filed Petition for Rulemaking regarding cost allocation, cross-subsidization and non-bypassable charges; (2) PG&E's Power Charge Indifference Adjustment (PCIA); (3) the Senate Bill 790 Code of Conduct Proposed Decision; (4) and PG&E's 2014 General Rate Case (Phase 1).

Ms. Kelly explained that one of MEA's goals is to improve the overall regulatory process regarding cost allocation issues at the CPUC. Ms. Kelly next explained concerns related to the SB 790 Proposed Decision and in what ways the rules are weaker than those already in place.

Ms. Kelly provided an update on the proposed increase in PG&E rates and proposed decrease in the PCIA. New PG&E rate increases will be issued in PG&E's Annual Electric True-Up, to be announced at the end of December and implemented January 1, 2013.

Ms. Kelly responded to questions from the Board.

Agenda Item #9 – Energy Efficiency Program Update (Discussion)

Due to time constraints, this item was deferred to the next Board meeting.

Agenda Item #10 Second Amendment to Lease Agreement with San Rafael Corporate Center Phase One, LLC; for MEA Office Space (Discussion/Action)

Executive Officer Weisz presented options related to office expansion as well as advantages to MEA remaining at current facility:

- Bridge proximity for Richmond expansion
- Onsite public meeting room availability
- ADA accessibility
- Near major transit hub
- Room to accommodate growth of MEA
- LEED accreditation

Ms. Weisz reported that after extensive research, discussion with Executive Committee Board members, and review of available space options it is recommended that MCE stay in the current space and expand to the adjacent, available suite. Having the option to expand if additional growth proves necessary is added value. See adjustment sheet to 12/29/12 information sheet.

Director Rifkind was invited to weigh in as he has taken an active role in the lease negotiation process. Director Rifkind had wondered if MEA could relocate to a less expensive location but, when all factors mentioned by Executive Officer Weisz were considered combined with cost and time to relocate, he felt that MEA should remain in its current location.

Chairman Connolly thanked Director Rifkind for supporting MCE staff and lending his expertise during the office expansion process and lease negotiations.

Director Tom Butt expressed his concern that these kinds of items are not discussed in closed session. Executive Officer Weisz explained that this item was discussed in the November Executive Committee meeting.

Director Small clarified that most real estate deals are discussed in closed session when they relate to the purchase of land/property and how it affects resident's property value.

Project Coordinator Rafael Silberblatt explained how beneficial it is to have PG&E's local payment office in the adjacent building, easily accessible to MEA staff and customers.

Ms. Weisz responded to questions from the Board.

M/s /Sears/Greene (Passed 11-0-0) Approved authorizing staff to finalize and execute Second Amendment to Lease Agreement with San Rafael Corporate Center Phase One, LLC. Directors Leone and Collins were absent.

Agenda Item #11 Board Member & Staff Matters (Discussion)

None

Agenda Item #12 – Adjourn

7:05 PM

ATTEST:

Dawn Weisz, Executive Officer

Damon Connolly, Chair, Marin Energy Authority



February 7, 2013

TO: Marin Energy Authority Board
FROM: Emily Goodwin, Internal Operations Coordinator
RE: Monthly Budget Report (Agenda item #4 - C.2)
ATTACHMENT: December 2012 Budget Update (Unaudited)

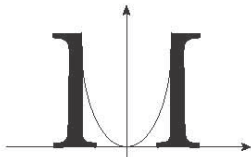
Dear Board Members:

SUMMARY:

The attached budget update compares the original FY 2013 budget to the unaudited revenue and expenses of MEA for the month ending December 2012.

Communications expenditures were moderately high in December with outreach efforts in Richmond underway. Technical consulting and staff expenditures have increased with completion of year end regulatory compliance reporting and recent additions to MEA's expanding team. Related to an increase in staffing, our office expansion in December accounted for much of the increase in other services expenditures. That said, MEA's overall expenses continue to be below projections.

Recommendation: No action needed. Informational only.



MAHER ACCOUNTANCY

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

Financial Plumline

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Energy Authority

We have compiled the accompanying budgetary comparison schedule of Marin Energy Authority (a California Joint Powers Authority) for the period ended December 31, 2012. 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.

We are not independent with respect to Marin Energy Authority.

Maher Accountancy

January 18, 2013

TEL 415.459.1249
FAX 415.459.5406
WEB www.mahercpa.com



MARIN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
April 1 through December 31, 2012

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Revenue - Electricity (net of allowance)	\$ 58,300,000	\$ 36,992,948	\$ 21,307,052	63.45%
Public purpose energy efficiency program	350,000	277,097	72,903	79.17%
Total sources	<u>58,650,000</u>	<u>37,270,045</u>	<u>21,379,955</u>	<u>63.55%</u>
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Cost of energy	49,300,000	28,353,148	20,946,852	57.51%
Staffing	1,045,000	736,358	308,642	70.46%
Technical consultants	585,000	411,219	173,781	70.29%
Legal counsel	135,000	84,327	50,673	62.46%
Communications consultants and related expenses	800,000	519,654	280,346	64.96%
Data manager	1,925,000	1,263,123	661,877	65.62%
Service fees- PG&E	550,000	194,054	355,946	35.28%
Other services	220,000	199,914	376,032	90.87%
General and administration	240,000	149,697	90,303	62.37%
Energy efficiency and electric vehicle rebate program	10,000	8,500	1,500	85.00%
Public purpose energy efficiency program	350,000	-	350,000	0.00%
Total current expenditures	<u>55,160,000</u>	<u>31,919,994</u>	<u>23,240,006</u>	<u>57.87%</u>
CAPITAL OUTLAY	10,000	20,903	(10,903)	209.03%
DEBT SERVICE	<u>990,000</u>	<u>586,781</u>	<u>403,219</u>	<u>59.27%</u>
Total expenditures	<u>56,160,000</u>	<u>32,527,678</u>	<u>\$ 23,632,322</u>	<u>57.92%</u>
Net increase (decrease) in available fund balance	<u>\$ 2,490,000</u>	<u>\$ 4,742,367</u>		

See accountants' compilation report.



February 7, 2013

TO: Marin Energy Authority Board
FROM: Emily Goodwin, Internal Operations Coordinator
RE: Records Retention Compliance (Agenda Item #4 – C.3)
ATTACHMENT: MEA Records Retention Policy 003

Dear Board Members:

SUMMARY:

On July 7, 2011, your Board adopted Policy No. 003, Records Retention. Pursuant to Policy No. 003, records will be retained according to the schedules set forth therein, after which time all documents or electronic files will be deleted or discarded. Pursuant to Policy No. 003, the following files will be deleted or discarded

1. **Executed Contracts** (retained until 5 years after termination date of the contract)
 - N/A
2. **Invoices from Vendors** (retained until 2 years after completion of contract)
 - N/A
3. **Non-Disclosure Agreements** (retained in perpetuity)
 - N/A
4. **Board Approved Decisions** (retained until 5 years after date of approval or longer for archived materials at staff discretion)
 - N/A
5. **Board and Committee Meeting Materials** (retained for 2 years)
 - N/A
6. **Board Approved Budgets** (retained for 2 years)

- N/A
7. **Drafts of Documents** (retained until 30 days after final version is approved)
 - 88 items
 8. **General Electronic Correspondence** (retained for 2 years)
 - 6,068 items
 9. **Customer-Specific Usage Information and Data** (retained for 5 years)
 - N/A
 10. **Marketing Material** (retained for 2 years after public distribution)
 - 5 items
 11. **General Educational or Informational Material** (retained for 2 years)
 - 84 items
 12. **Personnel Information** (retained for 5 to 10 years after employee end date)
 - N/A
 13. **Miscellaneous Retained Documents** (retained for 2 years)
 - 15 items

Recommendation: Approve the deletion or discarding of documents according to Policy No. 003.



February 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Quarterly Contract Update (Agenda Item #4 - C.4)

Dear Board Members:

SUMMARY:

On April 1, 2010 your Board adopted Resolution 2010-05A which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$20,000, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

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

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
September 2012	EE Program Scoping & Design Process	AEA	\$20,000	6 Months
September 2012	EE Program Contract Services	CESC	\$20,000	6.5 Months
September 2012	General IT Support Services	Jay Marshall	\$9,400	4 Months
September 2012	EE Program Development Assistance	Jeff Rouser	\$4,400	1 Month
September 2012	EE Plan Development and Delivery	MCCDC	\$10,000	3 Months
October 2012	Technical Regulatory Services	RTO Advisors	\$4,000	6 Months

November 2012	2013-14 EE Program Tech. Review of E3 Calculator	Bevilacqua- Knight Inc.	\$3,500	5 Months
December 2012	General IT Support Services	Jay Marshall	\$10,000	4 Months
December 2012	MCE/MEA Website Technical Support	Kames Geraghty	\$20,000	4 Months
January 2013	Legal Services	Ellison, Schneider and Harris	\$10,000	3 Months
January 2013	HR Consulting Services	Katie Gaier	\$13,500	1 Year
January 2013	EE Technical Services	Planet Ecosystems	\$20,000	3 Months

Recommendation: Information only. No action required.



February 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: First Addendum to the Third Agreement with Douglass & Liddell
(Agenda item #4 – C.5)

ATTACHMENT: First Addendum to the Third Agreement with Douglass & Liddell

Dear Board Members:

SUMMARY:

On May 1, 2010, MEA entered into the First Agreement with Douglass & Liddell to perform regulatory services related to regulatory filings and CPUC interface. The maximum amount allowed under the First Agreement was \$190,000. This initial agreement expired on March 31, 2011 and was amended twice.

On March 3, 2011, your Board approved the Second Agreement with Douglass & Liddell. The Second Agreement expired on March 31, 2012 and the maximum amount allowed under the Second Agreement was \$120,000.

On March 1, 2012, the Board approved the Third Agreement with Douglass & Liddell. The Third Agreement will expire on March 31, 2013 and the maximum amount allowed under the Third Agreement is \$60,000.

Since the approval of the Third Agreement MEA's presence at the CPUC has increased and as a result there has been an increased need for external regulatory services. The increased need of these services results in a slight increase to the existing agreement in order to pay invoices through the end of the fiscal year.

Under the attached addendum to the Agreement, MEA staff recommends an increase in the amount of the Third Agreement by \$10,000 with a maximum amount not to exceed \$70,000.

Recommendation: Approve and execute the Third Agreement by and between the Marin Energy Authority and Douglass & Liddell.



**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN THE
MARIN ENERGY AUTHORITY AND DOUGLASS & LIDDELL**

This FIRST ADDENDUM is made and entered into on February 7, 2013, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and DOUGLASS & LIDDELL (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and Contractor entered into an agreement for regulatory and legal services dated April 1, 2012 ("Agreement"); and

WHEREAS, Section 4 to the agreement obligated Contractor to be compensated in an amount not to exceed \$60,000 for the regulatory and legal services as described within the scope therein; and

WHEREAS, the parties desire to amend the agreement to increase the contract amount by \$10,000 for a total amount not to exceed \$70,000.

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

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Section 4 is hereby amended to read as follows:

Section 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 \$70,000 including direct non-salary expenses.

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

CONTRACTOR:

MARIN ENERGY AUTHORITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



February 7th, 2013

TO: Marin Energy Authority Board
FROM: Jamie Tuckey, Communications Director
RE: Second Agreement with APCO Worldwide (Agenda item #4 C.6)
ATTACHMENT: Second Agreement with APCO Worldwide

Dear Board Members:

SUMMARY:

On July 18, 2012, MEA entered into the First Agreement (Agreement) with APCO Worldwide (APCO) to provide strategic public relations services, research services, and to develop a communications strategy that integrated with opinion research findings. The maximum amount allowed under the First Agreement was \$140,200. The First Agreement expired on December 31, 2012.

The MCE public information campaign to inform Richmond electric customers about MCE is now underway, increasing MEA's need for external communications support. The proposed Second Agreement with APCO would allow APCO to continue to provide public relations, marketing and communications support to MEA staff as needed on an hourly consulting basis.

The Agreement proposes a start date of January 18, 2013 and an end date of March 31, 2013 with a maximum amount not to exceed \$27,000.

Recommendation: Approve and execute the Second Agreement by and between the Marin Energy Authority and APCO Worldwide.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND APCO WORLDWIDE INC.**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **February 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **APCO Worldwide Inc.**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: contractor shall provide public relations services to MEA as needed and directed by MEA 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 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 **\$27,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 18, 2013**, and shall terminate on **March 31, 2013**. 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:	Jamie Tuckey
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:	APCO Worldwide Inc.
Address:	Attn: Jose Hermocillo, Managing Director
	1201 K Street, Suite #1200
	Sacramento, CA 95814
Telephone No.:	(916) 554-3420

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: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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)

Contractor shall provide public relations services to MEA as needed and directed by MEA staff.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

The following hourly rate will be applied for each hour of service. The contractor shall bill in .25 hour increments for services.

CONSULTANT	HOURLY RATE
Jose Hermocillo, managing director	\$325
Leela Stake, director	\$275
Jessyca Sheehan, associate director	\$200
Erin Dunlay, consultant	\$185

To cover routine expenses, MEA shall reimburse the Contractor for expenses reasonably incurred by the Contractor in connection with the performance of the Agreement. Such expenses include regular postage, telecommunications, internal duplicating and on-line research, as well as minor travel, parking and meal expenses.

Fees will cover all professional time and consulting work.

In addition, MEA shall reimburse the Contractor for other actual, reasonable out-of-pocket expenses ("OOPs") incurred in the Contractor's performance of this Agreement, including, without limitation, expenses for approved subcontractors, delivery services, external duplications and printing, special periodicals or other materials, media, advertising placement, production of collateral, filing fees, pay-for-use databases and substantial travel, parking and meal expenses. Contractor shall submit monthly invoices to MEA for OOPs after such OOPs have been incurred.

In no event will the total cost to MEA for the services and related expenses to be provided herein exceed the maximum sum of \$30,000.



February 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Energy Efficiency Coordinator

RE: Energy Efficiency Update (Agenda Item #5)

Dear Board Members:

SUMMARY: This is a discussion only update on the MEA energy efficiency program, including implementation of the 2012 multi-family program and planning for roll out of the full 2013 – 2014 energy efficiency portfolio.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA 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 by the CPUC on the 9th of November, 2012, allocating over \$4 million to MEA for the implementation of the proposed energy efficiency programs.

2012 Program Implementation

Since receiving approval to run the program in August of 2012, MEA has developed a list of high potential multi-family properties by cross referencing MCE customer account information with county assessor data. MEA staff also spent time exploring vendors that would be able to support MEA in implementation of the multi-family program. After research and much discussion with potential vendors MEA identified three partner organizations that could deliver components of the multi-family program to MEA while complementing each other with the services they provide.

As a result of this process MEA began working with the Marin City Community Development Corporation (MCCDC) to outreach to the potential property owners referenced above and generate leads for the energy efficiency program. MCCDC has also been identified as a potential partner to implement light energy efficiency measures such as light bulb and shower head replacements at no cost to the property owner, ensuring local Marin County workers are employed in the program.

MEA also established initial relationships with two non-profit companies dedicated to energy efficiency in existing buildings, the Association for Energy Affordability (AEA) and the Community Energy Services Corporation (CESC). AEA and CESC are supporting MEA by providing technical assistance to multi-family property owners, including identifying energy savings and overseeing the installation of recommended measures. AEA and CESC have already conducted two energy assessments on behalf of the MEA Multi-family Energy Efficiency Program.

2013 - 2014 Program Implementation

MEA staff have been working expeditiously to plan implementation activities for the four sub-programs included in the original application to the California Public Utilities Commission. Initial efforts have been focused on the first two sub-programs: expanding the multi-family program and preparing to launch the single family utility demand reduction program. The second two sub-programs, (small commercial and financing pilots) have been in the early pre-planning stages.

In January, 2013 the CPUC required that MEA and other parties re-file their Program Implementation Plans and accompanying cost-effectiveness calculators and other supporting materials. The filing provided an opportunity for MEA to refine projected savings and performance metrics to be much more realistic. Additionally, MEA requested approval to develop energy savings based on site specific information which will produce more accurate savings estimates for the program. The final filing can be accessed on the Marin Energy Authority energy efficiency webpage at: <http://marinenergyauthority.com/ee> and is also included in the regulatory section of your Board packet.

The Multi-family Energy Efficiency Program is off to a good start and is well positioned to continue seamlessly into 2013 – 2014. Contracts with partner organizations will be needed to provide ongoing technical support to MEA and ensure expansion of programmatic elements defined in the CPUC approved Program Implementation Plan. Substantial results need to be achieved to meet the aggressive goals and targets of the plan. Contracts for the necessary technical support on the first two sub-programs will be discussed separately following this agenda item.

Also, to ensure expansion and enhancement of the energy efficiency program MEA staff has begun meeting with City of Richmond staff to coordinate the roll out of the efficiency

program into the Richmond community. Additionally, MEA has been meeting regularly with County of Marin and PG&E program staff to clarify potential overlap with efficiency programs and to coordinate program delivery. The overall goal remains serving the highest number customers with the deepest energy upgrades possible, while minimizing customer confusion. MEA is targeting a March roll out for the small commercial program, and will be bringing contacts before this Board for consideration at that time.

In launching the On-Bill Repayment (OBR) program, MEA continues to serve in a leadership position in regards to clean energy programs in the State of California. MEA staff have been requested to serve as stakeholders in meetings at the California senate and with various non-profit groups to speak to the experience of developing OBR programs. MEA seeks to launch OBR programs in a limited capacity in the second quarter of 2013, and has been engaging with financial institutions to achieve that goal.

MEA has requested an extension of time from the CPUC to further develop details of the pilot Standard Offer program, and expects to bring materials for review and discussion at an upcoming Technical Committee meeting.

Recommendation: Discussion item only.



February 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Consideration of Second Agreement with Association for Energy Affordability. (Agenda Item #6)

ATTACHMENT: A. Executed First Agreement with Association for Energy Affordability (AEA)
B. Proposed Second Agreement between MEA and AEA
C. Sample Program Audit Report
D. Multi-family Program Minimum Performance Requirements
E. Resumes from Key AEA Team Members

Dear Board Members:

SUMMARY:

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

Background

Energy efficiency was always an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA 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:

- Multi-family

- Small commercial
- Single family utility demand reduction pilot program and
- 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 MEA for the implementation of energy efficiency programs. The multi-family energy efficiency program is one of four program elements proposed to the CPUC, and is funded at a total of \$860,971. 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.

After discussions with a range of vendors offering services in this sector it was determined that 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 had 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.

Based on their strong experience in this sector, AEA was asked to work with MEA through an initial contract to serve the role of technical consultants for the 2012 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 MEA staff in developing incentive structures that will support the greatest success in achieving the specific desired outcomes of the program. AEA also played a key role in supporting MEA in accomplishing the January CPUC compliance filing for energy efficiency programs. Additionally, AEA has represented MEA well in the field through the several audits that have already been conducted on multi-family properties. They have proven themselves as effective and professional program partners. MEA staff has determined that the value delivered for the work performed is of very high quality.

The proposed contract 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 MEA program are getting the highest quality work products that will deliver the estimated energy savings.

The requested contract amount of \$106,000 represents less than 1% of the energy efficiency program budget and 12% of the multi-family budget. This contract would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Authorize execution of the Second Agreement with the Association for Energy Affordability to provide technical assistance for MEA's 2013 – 2014 multi-family energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND THE ASSOCIATION FOR ENERGY AFFORDABILITY**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day September 27, 2012 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 the following services: MEA 2012 Energy Efficiency Program scoping and design process, building information and utility data analysis, energy audits, measure implementation and data management for EM&V process 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 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 monthly, but in no case later than 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 **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **September 27, 2012**, and shall terminate on **March 31, 2013**. 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

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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. 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 the MEA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

14. AMENDMENT:

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

15. 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.

16. 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.

17. 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..

18. 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.

19. 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.

20. 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:	The Association for Energy Affordability (AEA)
Address:	Watergate Towers 1900 Powell Street, Suite #420
	Emeryville, CA 94608
Telephone No.:	(510) 431-1791

21. 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: 
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

Andrew Brooks

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 MFEPP 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)

This contract (2012 Phase I) will be based on time and materials and will be of a not-to-exceed value of \$20,000. The objective is to develop an implementation strategy while simultaneously beginning to audit buildings that are coming into the MEA pipeline. Project development and program development will happen in tandem. A flat hourly rate of \$130 will be applied for technical consulting services.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN**

MARIN ENERGY AUTHORITY AND THE ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **February 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 the following services: technical support for the multifamily program, including energy audits and audit reports, quality assurance oversight of energy efficiency measure installation, and other related 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 **\$106,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2013**, and shall terminate on **December 31, 2013**. 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:	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: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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:	Building Information & Utility Data Analysis
Scope Item #2:	On-site Energy Assessments
Scope Item #3	Savings Analysis and Custom Measure Calculations
Scope Item #4	Measure Implementation
Scope Item #5	Data Management for EM&V process

SCOPE ITEM #1: BUILDING INFORMATION & UTILITY DATA ANALYSIS

AEA will work with MEA and its program partners to develop a list of candidate buildings to retrofit during the 2013-14 program cycle. 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 #2: ON-SITE ENERGY ASSESMENTS:

AEA will perform on-site energy assessments of each building. The site-assessments will be used to determine the most appropriate scope of work for each building. AEA may also begin to train other individuals, whom MEA will select, to help perform energy audits going forward.

AEA energy auditors will visit the site to survey and evaluate the building including: common areas, windows, doors, building envelope, heating, air conditioning and ventilation systems, and all lighting, appliances, pumps and motors in the building and on the grounds. All relevant energy efficiency improvements will be evaluated. Performance and diagnostic testing will be conducted as needed on the various systems to determine their quality of performance and efficiency. Maintenance procedures will be reviewed and building operating staff will be interviewed to assess overall building maintenance and staff capacity.

SCOPE ITEM #3: ANALYSIS AND CUSTOM MEASURE CALCULATIONS:

AEA will develop a set of custom measure calculation tools that will meet the measure analysis criteria of the CPUC and will be used for reporting and tracking savings throughout during the program implementation period. AEA will then use those tools to analyze the savings opportunities on a project-by-project basis and will take into account site specific conditions. Using these tools AEA will develop comprehensive energy efficiency scopes of work with projected costs and savings for each property.

A written report with photographs and illustrations of the building conditions will be presented. A list with general specifications of recommended energy efficiency measures to reduce energy consumption in the building will be presented to the building owner. An economic analysis will be provided including: estimated installed costs, rebates offered, percentage of first costs covered by rebate,

projected annual energy savings, simple payback, and the estimated savings over the life of the measure.

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

AEA will provide technical assistance during 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 identify the data points that must be collected, tracked and reported for every project. AEA will help develop the tools necessary for collecting, tracking and analyzing the data that will be required for the EM&V process.

Proposed Scope of Services & Budget 2013-14					
	Service	Buildings	Hours/Building	Total Hours	Total \$
Scope Item #1:	Building Information & Utility Data Analysis			37.5	\$4,875
Scope Item #2:	On-site Energy Assessments	21	6	126	\$16,380
Scope Item #3	Savings Analysis and Custom Measure Calculations	21	14	294	\$38,220
Scope Item #4	Measure Implementation	21	9	189	\$24,570
Scope Item #5	Data Management for EM&V process	21	8	168	\$21,840
				Total:	\$105,885
				Hourly Rate:	\$130

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

A flat hourly fee of \$130 will be applied for each hour of technical consulting services. The contractor shall bill on a monthly basis in 0.25 hour increments for services provided.

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



January 3, 2013

Initial Walkthrough Audit



175 & 195 Nova Albion Way
San Rafael, CA

For: Oakview and Monte Vista Apartments



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Site Contact Information

Building Owner: Oakview and Monte Vista Apartments, LLC (Len Rifkind, Managing Member)

Site Supervisor: Chris Toomajian, Marshall and Company Property Management, Inc.

MCE Rebate Program Contact Information

Your MCE Account Manager: Beckie Menten, 415.464.6034

How to Use this Report and Next Steps

Please read this report and review the findings, recommended measures, and estimated costs. Your MCE account manager (contact information above) will contact you to set up a time to discuss these findings, answer any questions, and work with you to determine which scope items you would like to pursue.

PART I. EXECUTIVE SUMMARY

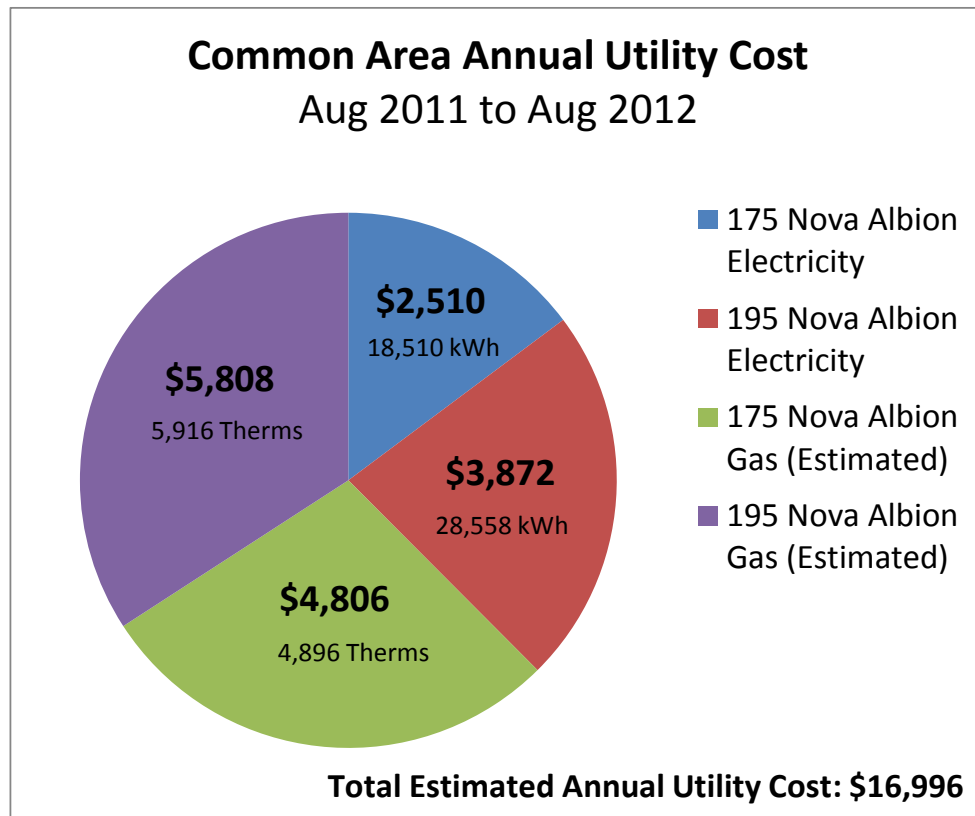
This report contains the results of the Association for Energy Affordability's walkthrough energy audit of Oakview and Monte Vista Apartments in San Rafael, CA, which was performed under the MCE Multifamily Efficiency Program, and presents specific recommendations for the reduction of energy burden of heating, domestic hot water, and electric base load as well as improvements to the health, safety, comfort, and security of the buildings residents and staff. Any costs and savings predictions described are preliminary in nature and subject to fluctuations in weather, variations in quality of maintenance, changes in prices of fuel, materials, labor, and other factors difficult to predict.

In this report, noted opportunities are based on existing conditions, which are based on visual inspection and superintendent interviews. Savings are calculated using both program deemed savings and calculated savings. Deemed savings may over or under-predict savings depending on conditions and building operations. Additionally, total estimated savings are not based on interactivity of other recommended measures; therefore savings may be over or under-predicted in some cases. The table below is a summary of potential project cost, rebate offered, and projected savings.

Summary	
Total Estimated Cost for All Recommended Measures (excluding PV)	\$311,134
Total Rebate Offered (Not including Free Direct Install Measures or PV)	\$32,032
Total Estimated Annual Cost Savings Per Apartment	\$312
Total Estimated Annual Cost Savings for Common Area Meters (excluding PV)	\$8,491

PART II. UTILITIES AND METERING

175 and 195 Nova Albion Way apartments are directly metered for gas and electricity. Common area lighting, domestic hot water (DHW), and water/sewer are metered separately and paid for by the building. Apartment electricity rate has been estimated as a blended rate \$0.14 per kWh, with a gas rate of \$1.08 per therm. The common area electricity rate has been estimated as a blended rate of \$0.24 per kWh, with a gas rate at \$0.98 per therm. Sample billing was provided for common area meters and tenants. The following chart shows an estimated annual utility cost paid by the building. Water, sewer, and waste management bills were not reviewed as part of this assessment, and the associated savings have not been included in this report.



PART III. ENERGY SAVINGS MEASURES

The following table details potential energy and water savings measures and health and safety measures seen during the site visit on November 15, 2012. These measures have been ordered into three general categories such that measures with a presumed higher payback have been listed first. Note that additional site visits may be needed to determine feasibility, solicit bids, develop specifications, or to lock in offered rebate amounts.

	Proposed Energy Savings Measure		Estimated Cost ⁴	Rebate Offered	First costs covered by Rebate	Projected Annual Energy Savings [†]		Projected Annual Cost Savings*	Simple Payback with Rebate	Savings over Life of Measure	Estimated Useful Life of Measure ⁶	Notes
			\$	\$	%	Therm	kWh	\$	years			
Quick Payback	1	Pool Pump Commissioning	\$500.00	\$232.44	46%	0	1566.72	\$376	0.71	\$1,880	5	-
	2	Install Manual Pool Covers to Reduce Heat Loss through Evaporation	\$900.00	\$181.75	20%	418	0	\$410	1.75	\$3,277	8	-
	3	Replace Incandescent Bulbs with CFL's in Apartments	No Cost	Fully Covered	100%	0	20586	\$2,791	NA	\$18,422	6.6	2
	4	Replace apartment showerheads and aerators with low flow	No Cost	Fully Covered	100%	1642	0	\$1,609	NA	\$16,089	10	1
	5	Replace Apartment Halogen Floor Lamps with Fluorescent	No Cost	Fully Covered	100%	0	1460	\$198	NA	\$990	5	2
	6	Insulate one uninsulated DHW storage tank	\$400	\$108	27%	249	0	\$244	1.20	\$1,708	7	-
	7	Common Area Lighting System Improvements	\$4,031	\$951	24%	0	6411	\$1,539	2.00	\$23,080	15	-
	8	Insulate DHW pipes in boiler rooms	\$2,358	\$335	14%	770	0	\$754	2.68	\$8,295	11	-
	9	Insulate DHW pipes in crawl space	\$3,720	\$375	10%	863	0	\$932	3.59	\$10,248	11	-
	10	Replace Apartment Incandescent Bulb Fixtures with Hardwired Fluorescent (Alternate to Measure #3)	\$15,003	\$4,184	28%	0	21151	\$2,868	3.77	\$45,886	16	2
	11	Replace old refrigerators with Energy Star	\$15,400	\$4,149	27%	0	20972	\$2,844	3.96	\$39,810	14	2
Medium Payback	12	Replace DHW recirculation pumps with Demand Pumps	\$7,500	\$552	7%	729	654	\$871	7.97	\$13,071	15	-
	13	Insulate Roof Cavity	\$73,458	\$4,927	7%	7379	3282	\$8,415	8.14	\$168,291	20	2
Long Term Payback	14	Insulate Walls	\$73,786	\$10,194	14%	5130	2143	\$5,831	10.91	\$116,617	20	2
	15	Install Solar PV for Common Area Electric	\$96,112	Rebate Available Through CSI	0%	0	34360	\$8,246	11.66	\$164,926	20	3
	16	Replace DHW boilers and storage tanks with high efficiency condensing	\$48,000	\$3,117	6%	1792	0	\$1,757	25.55	\$26,348	15	-
	17	Insulate Floors	\$46,078	\$2,590	6%	1489	0	\$1,608	27.04	\$32,167	20	2
	18	Replace remaining single pane windows with double pane	\$20,000	\$136	1%	78	1	\$84	236.31	\$1,681	20	2
Health and Safety	19	Combustion Safety Tests on Wall Furnaces (Depends on Scope)	Requirement will Depend on Scope Rebate and Cost TBD									
	20	Lead or Asbestos Remediation (Depends on Scope)										
	21	Check for gas leaks (Depends on Scope)										
TOTAL FOR ALL MEASURES ⁵			\$311,134	\$32,032	10%	20,538	57,642	\$30,338	N/A	\$509,439	N/A	N/A

Notes:

* Common Area Projected annual cost savings based on flat rate of \$0.24/ kWh and \$.98/ therm. Apartment Projected annual cost savings based on flat rate of \$0.14/ kWh and \$1.08/ therm

† Savings are calculated using deemed savings (DEER database) and calculated savings. Deemed savings may over or under-predict savings depending on site and building operations. Additionally, total estimated savings are not based on interactivity of other measures, therefore savings may be over-predicted in some cases.

1 Annual cost savings does not include water savings.

2 Annual cost savings are sum of all tenant savings.

3 Price estimate is net total after CA Solar Initiative (CSI) Rebate of \$5,146 and Fed Tax Credit of \$43,396. Potential additional savings available by adjusting rate schedule and through depreciation. Systems sized based on existing annual load. System should be resized once package of measures is chosen.

4 Estimated cost is based on industry averages and project specific information. However, it may not include all associated costs such as permits. See measure description for additional details.

5 Totals exclude measure #3 which is an alternate to measure #11, and measure #16 which is not covered under this program.

6 Based on DEER Database

Frequently Asked Questions:**Question : How are the Rebate Amounts Calculated?**

For some measures your rebate amount has been calculated based on your individual building characteristics and is based upon the total projected energy savings. Alternatively, some rebate totals are based on deemed savings and estimated quantities. An additional site visit may be necessary to lock in rebate amounts based on actual quantities.

Question : Do I have to commit to every measure on this list?

No. Feel free to choose what measures fit in best with your budget and plans. Your auditor can help you prioritize measures during your review.

Question : What are the next steps for getting work done?

Please review this table and corresponding report in advance of the review with Marin Energy Authority. Depending on which measures you select, additional site visits to determine feasibility, solicit bids, develop specifications, or to lock in rebate amounts may be required.

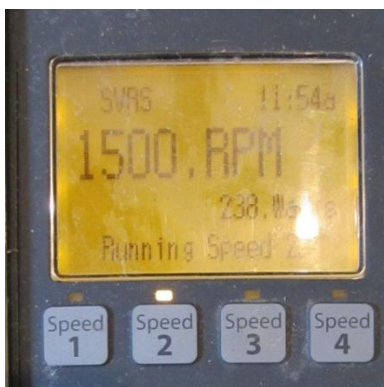
PART IV. MEASURE DESCRIPTIONS

QUICK PAYBACK MEASURES (0-3 YEARS)

1. Pool Pump Commissioning

This scope includes commissioning the existing (2) pool pumps to reduce flow rates to the minimum values necessary to maintain cleanliness during the 8 months when the pool is not accessible to residents, and increase flow rates to health department volume change requirements during occupied periods. Additionally, running the pump at off-peak hours during unoccupied periods may reduce electric billing costs. Final rebate value will be determined based on potential pump speed reduction.

The images below show each pool pump VFD display, current wattage, and time of day. Note that the 175 pump time of day was not programmed properly, and that its speed was significantly higher than the pump at 195, even though both pools are comparable in size.



195 Albion Pool Pump VFD display



175 Albion Pool Pump VFD Display

2. Install Pool Covers To Reduce Heat Loss Through Evaporation

The use of pool covers during the 4 months when the pool is being heated will reduce pool heating costs by reducing evaporation of heated water. Additionally, a pool cover will reduce make up water required, will reduce chemical consumption, and will reduce cleaning time by preventing debris from entering pool. Pricing assumes (2) standard bubble covers which will require existing onsite maintenance staff to remove and replace covers daily during the months the pool is in use. Additionally gas savings can be achieved by programing the pool heaters to use an unoccupied setback and to reduce pool temperatures based on outdoor temperature.



Pools Remain Uncovered All Year

3. Replace Incandescent Bulbs With CFL's In Apartments

Light fixtures in apartments are currently Edison base type fixture with a mixture of CFL and incandescent bulbs being used. Remodeled kitchens use a circline fluorescent fixture. This direct install (free) measure will replace incandescent bulbs with CFL for any tenants that request the service.



Old Bathroom Incandescent Fixture



Typical New Bathroom Incandescent Fixture

4. Replace Apartment Showerheads And Aerators With Low Flow

This direct install (free) measure will replace any tenant showerheads with 2.0 GPM showerheads, kitchen aerators with 1.5 GPM, and bathroom aerators with 1.0 GPM. This measure will reduce domestic hot water gas usage as well as water usage. Existing showerhead and aerators must be of a higher GPM to qualify.



Typical 2.5 GPM Showerhead Used in Apartments

5. Replace Apartment Halogen Floor Lamps with Fluorescent

This direct install (free) measure will replace halogen floor lamps with fluorescent alternatives for any tenants that request the service.

6. Insulate Uninsulated DHW Storage Tank

We recommend that the uninsulated vertical DHW storage tank be properly insulated with foil-faced FSK insulation to current code minimum R value. See image below which shows current existing insulation jacket which is falling off the tank.



Uninsulated Storage Tank for Boiler 2 of 2 for 195 Albion

7. Common Area Lighting System Improvements

This measure includes replacing all the T-12 carport linear fluorescent ballasts and bulbs with T-8. Additionally (if feasible) it includes replacing the (2) high pressure sodium (HPS) wall packs in each parking lot with a metal halide, fluorescent, or LED alternative. Lastly, it includes the installation of vacancy and/or photocell wall sensors for manually switched exterior hall lights and laundry room lights.



Parking Lot HPS Wall Pack



T12 Linear Fixtures in Carport



Common Area Hall Lights are Manually Switched

8. **Insulate All Accessible DHW Pipes In Boiler Rooms**
DHW piping was generally uninsulated or not well insulated in the each of the three boiler rooms. We recommend that all accessible hot water piping in mechanical rooms be insulated with code compliant commercial grade fiberglass pipe insulation.
9. **Insulate DHW pipes in crawl space**
Piping in crawl space is assumed to be uninsulated. Insulating these pipes will reduce heat loss from pipes, especially in recirculation systems.
10. **Replace Apartment Incandescent Bulb Fixtures With Hardwired Fluorescent**
As an alternative to the direct install of CFL bulbs (measure #3) in apartments, this measure calls for the replacement of all incandescent fixtures with pin based fluorescent alternatives. This will ensure lasting efficiency improvements to apartment lighting and will reduce the frequency of bulb replacements.
11. **Replace Refrigerators with Energy Star**
Of the refrigerators seen during the walkthrough audit, one was a newer Hotpoint (Model HTS16GBRFRWW) which is the typical replacement model used by the building, and the other was an older Whirlpool (Model ET14AK). According to maintenance staff, refrigerators are replaced as needed upon failure or when worn out. This measure calls for the replacement of all older model refrigerators with Energy Star models (28 estimated to be replaced).

MEDIUM PAYBACK MEASURES (4-10 YEARS)

12. **Replace DHW Recirculation Pumps With Demand Pumps**
Currently the (3) DHW recirculation pumps at the property are operated by return temperature. When return water temperatures rise above 110 degrees the pumps turn off until the temperature drops below 110 degrees. This control strategy saves energy compared to constantly running recirculation pumps, but additional savings can be

achieved through the use of a demand controlled pump which will only operate as needed to maintain hot water in the distribution system. The pump operates by looking at return temperature, system flow, and previous runtime to determine how often the pump needs to run. Building maintenance staff did mention that about 5 years ago one tenant complained of long wait times for hot water, but this complaint never resurfaced. Note: The installation of a demand pump may aggravate existing distribution issues, especially in a system where shower mixing valves have begun to fail. To understand more about these issues please discuss with your auditor.

13. Insulate Roof Cavity

The existing 2nd floor ceilings in the building are uninsulated. This measure calls for drill and fill insulating all 2nd floor cavity ceilings from the interior (through drywall). Insulating the envelope will save heating costs, significantly improve tenant comfort, will reduce sound transmission, and can also help with reducing cold interior surfaces. Note that pricing does not include touch up painting required after drill and fill insulation, or lead/asbestos abatement work that may be necessary depending on drywall composition. Building maintenance also noted that in some instances exhaust fans from units terminate inside the ceiling cavity at the perimeter soffit. These locations and the soffit venting would need to be addressed as part of this scope (not included in pricing).



Uninsulated Flat Roof Cavity with Perimeter Soffit Venting

LONG TERM PAYBACK MEASURES (11-20 YEARS)

14. Insulate Walls

Existing walls in the building are primarily uninsulated, with the exception of some apartment partition walls which have been partially insulated during kitchen and bathroom rehabs to reduce sound transfer. This measure calls for drill and fill insulating all exterior walls either from the exterior (through stucco) or through the interior

(through drywall). Insulating the envelope will save heating costs, significantly improve tenant comfort, will reduce sound transmission, and can also help reduce cold interior surfaces which can allow for condensation to occur which causes mold problems. Note that pricing does not include touch up painting and patching required after drill and fill insulation, or lead/asbestos abatement work that may be necessary (depending on wall composition).

15. Install PV For Common Area Electric Load

This measure is not incentivized through the MCE program, but is incentivized through the CA Solar Initiative rebate program (rebate included in price estimate), federal tax credits (credit included in price estimate), and an accelerated depreciation allowance (not included in price estimate). Pricing assumes the installation of (2) 13.5 KW arrays sized to offset 75% of the existing annual electrical load. In addition to the carports, apartment roof area can also be used for the arrays, either with a penetrating anchor system or a non-penetrating “self-ballasted” system. Additional cost savings may be possible if the existing electric rate can be changed. We encourage the building owner to follow up with an installer and tax professional directly to further understand potential system options and savings projections.

16. Replace DHW boilers and Storage Tanks with High Efficiency Condensing

The existing storage tanks at the building are approaching the end of their useful lives and may be oversized. Additionally, some boilers may be approaching the end of their useful lives. This measure calls for the replacement of existing equipment with high efficiency condensing equipment.



660KBTU Boiler 1 of 2 for 195 Albion



Figure14: Storage Tank for Boiler 1 of 2



250KBTU Boiler 2 of 2 for 195 Albion



200KBTU Boiler and Storage for 175 Albion

17. Insulate Floors

The floors of both buildings are uninsulated. This measure calls for the installation of batt insulation at the underside of the floors, secured with netting. This measure will reduce heating costs, improve tenant comfort, and can also help with reducing cold interior surfaces.



Uninsulated Floors

18. Replace Remaining Single Pane Windows With Double Pane Vinyl

The majority of the windows in the property have been replaced with double pane vinyl, but some of the single pane aluminum framed bathroom windows were not replaced. This measure calls for the replacement of remaining single pane windows (pricing estimated at 40 windows at \$500 per window).



New and Old Bathroom Windows

HEALTH AND SAFETY MEASURES

19. Combustion Safety Tests On Wall Furnaces

Combustion safety testing was not performed during the walkthrough audit. If in-unit shell tightening measures are performed such as window replacement or wall insulation, wall furnaces should be tested to ensure proper drafting and no spillage.



Original Natural Draft Wall Furnace in Apartment

20. Lead or Asbestos Remediation

Lead or asbestos containment or remediation may be required if drill and fill wall insulation is performed. See above insulation measures for additional details.

21. Check For Gas Leaks

Gas leak testing was not performed during the walkthrough audit. Gas lines should be inspected in units to ensure there are no leaks.

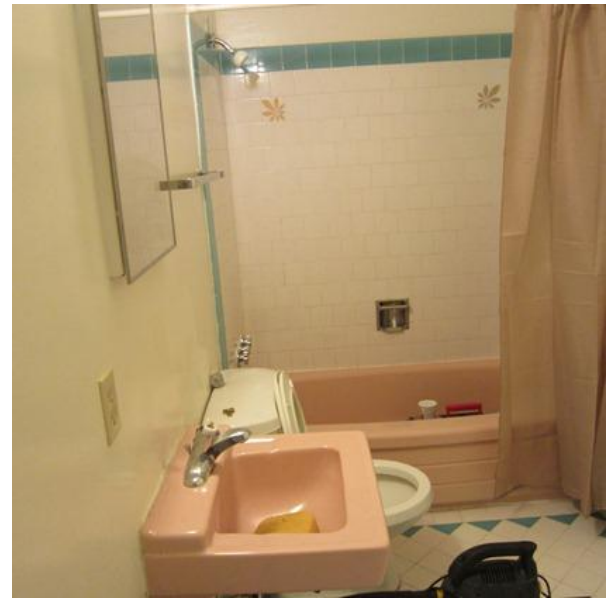
PART V. DISCLAIMER

The owner(s) and manager(s) of the building are reminded that this walkthrough audit is not intended to be a thorough investigation of code compliance or health and safety issues. The scope of work presented in this report is not intended to correct or interfere with any building code violations. Any improvements or work suggested in this report must be performed in accordance with all local, state, and federal laws and regulations that apply by case. Particular attention must be paid to any work that involves the disturbance of products containing asbestos or lead. Retrofits or repairs are not evaluated on energy and monetary savings alone. Environmental considerations, capital improvement needs, health and safety concerns, or attainment of various standards or codes are also taken into account. In addition, to ensure the predicted life expectancy of recommended measures, it is occasionally necessary to perform one or more related, but not analyzed measures. Savings are calculated using both program deemed savings and calculated savings. Deemed savings may over or under-predict savings depending on conditions and building operations. Additionally, total estimated savings are not based on interactivity of other recommended measures; therefore savings may be over or under-predicted in some cases.

PART VI. INDEX OF ADDITIONAL SELECTED SITE VISIT PHOTOS



Figure 6: Typical Apt. Kitchen



Typical Original Bathroom



Non Programmable Thermostat in Apartment



Carport



Pool Heater and VFD Pump for 175 Albion



Pool Heater and VFD Pump for 195 Albion

MARIN CLEAN ENERGY MULTIFAMILY

GENERAL MINIMUM PERFORMANCE REQUIREMENTS

Instructions: The contractor and building owner are to read the following document and sign the final page verifying that they understand and agree to adhere to the requirements detailed herein.

General

The following document defines the **minimum** performance requirements to receive a rebate incentive under the Marin Clean Energy (MCE) Program. Bidders are responsible for reviewing the requirements and for determining any variances that may be required for a complete, functional, code-compliant system. Requests for variances must be received in writing prior to installation of equipment and should be directed to your MCE program and the building owner.

Variances that have not been pre-approved may disqualify installed measure from receiving rebate.

Where indicated, the document also outlines **recommendations** which are *not* required to receive rebate but have been included for consideration by contractor and owner for inclusion in project.

The contractor shall be responsible of notifying the building owner in writing of any materials or apparatus believed inadequate or unsuitable, in violation of codes, laws, or ordinances, rules or regulations of authorities having jurisdiction, and any necessary equipment, items or work missing in the scope of work which shall prevent the system from operating properly. In absence of such written notice, the contractor and owner mutually agree that the contractor has included, in the submitted bid to the owner, the cost for all the required items to make the specified system work properly.

Rebate and Documentation

The *estimated* rebate is based on scope assumptions such as installation quantities and replacement equipment efficiency. These assumptions are documented in each measure under the “Current Rebate Basis of Performance.”

Final rebate value will be based on installed equipment chosen for project, and where applicable the quantity of the measure installed. Where installation quantity or equipment will be different than estimated value, the contractor or building owner may submit updated quantity or equipment submittals to MCE to generate a new rebate estimate prior to construction.

MCE may require a pre-construction site visit to verify installation quantities or scope.

A final quality assurance and site inspection will be performed on every project by MCE technical services staff after receiving a statement of construction completion signed by owner and contractor.

The building owner or contractor will provide MCE copies of final invoices when requested.



Code Compliance, Permits, and Filing

All work shall be in strict accordance with all applicable City, State, and Federal, Codes, rules and regulations. Prior to commencement of any work, Contractor is required to file and obtain all permits as required by agency having jurisdiction and at completion of work shall provide building owner all required signoffs' from all agencies having jurisdiction over the work specified herein. Contractor shall file the work, as applicable with the agencies/departments of the city or county having jurisdiction, under the current codes and regulations of same, and copies shall be provided to Owner upon filing.

Statement of Work Requirements

Contractor's scope shall include all materials, equipment, and services necessary for and reasonably incidental to the performance of the installed measure.

All materials used on project shall be new. All labor being provided on this project shall be performed by workmen who regularly perform this specific type of work and they shall be licensed where required.

Work shall be of commercial quality, meet all manufacturers' installation requirements, and will be performed in such a manner to ensure installed measure performs for the duration of its expected useful life.

Demolition and Disposal Requirements

All replaced or abandoned equipment and any and all materials considered waste during the course of the work will be removed from site and disposed of in accordance with all applicable laws.

Hazardous Materials

Lead, asbestos, and other hazardous materials have not been inspected or tested by the MCE program or its contractors. It is the Owner and Contractor's responsibility to test for and include in scope of work any necessary abatement, permits, and filing required to complete the scope of work.

Training

Contractor shall schedule a training session for the building's maintenance personnel. Training will cover proper operation and maintenance and control of new and repaired equipment completed as part of the MCE Program.

Installation Manuals

Contractor shall furnish two complete sets of neatly bound installation manuals and instruction manuals for all equipment installed as part of the MCE Program, including operating instructions, wiring diagrams, and suggested regular maintenance to the building owner.

Warranty

Contractor shall furnish a written guarantee of all equipment with this bid, and shall guarantee all equipment and labor for a minimum of one year, from the date of the final acceptance of the equipment.

--END OF GENERAL PERFORMANCE REQUIREMENTS--

Minimum Performance Requirements for Individual Measures Begin on Following Page



MULTIFAMILY CENTRAL SYSTEM PIPE INSULATION MINIMUM PERFORMANCE REQUIREMENTS

Current Rebate Basis of Performance:

The *estimated* rebate is based on the following scope assumptions. Where installation quantity or equipment will be different than estimated value, the contractor or building owner may submit updated quantity or equipment submittals to MCE to generate a new rebate estimate prior to construction.

Insulate all domestic hot water piping in the boiler rooms. Rebate assumes (75) linear feet of pipe insulation will be installed in each boiler room for a total of (225').

Insulate all accessible DHW piping in crawl space. Scope assumes (355) total linear feet of pipe insulation to be installed.

Near boiler piping that is replaced as part of a boiler or water heater replacement is not eligible for the rebate incentive.

General Requirements

Piping Insulation Material: Pre-formed mineral fiber (fiberglass), with factory-applied all-service jacket with integral vapor barrier, UL listed.

Insulation thickness will be in accordance with CA Title-24 minimum requirements, indicated in table 123-A, below.

Pipe Insulation Installation:

Insulation shall be installed per manufacturer's installation instructions. Additionally, fittings, joints, flanges are to be insulated. Elbows are to be insulated and jacketed. Joints shall be secured with factory furnished adhesive tape, of minimum width 3". Additionally, secure insulation with tape at 18" intervals. In addition to hot water pipes, all piping and fittings attached to domestic hot water storage tank (cold, T&P, etc.) are to be insulated for a minimum of 3' away from tank.

TABLE 123-A PIPE INSULATION THICKNESS

FLUID TEMPERATURE RANGE (°F)	CONDUCTIVITY RANGE (in Btu-inch per hour per square foot per °F)	INSULATION MEAN RATING TEMPERATURE (°F)	NOMINAL PIPE DIAMETER (in inches)					
			Runouts up to 2	1 and less	1.25-2	2.50-4	5-6	8 and larger
			INSULATION THICKNESS REQUIRED (in inches)					
Space heating systems (steam, steam condensate and hot water)								
Above 350	0.32-0.34	250	1.5	2.5	2.5	3.0	3.5	3.5
251-350	0.29-0.31	200	1.5	2.0	2.5	2.5	3.5	3.5
201-250	0.27-0.30	150	1.0	1.5	1.5	2.0	2.0	3.5
141-200	0.25-0.29	125	0.5	1.5	1.5	1.5	1.5	1.5
105-140	0.24-0.28	100	0.5	1.0	1.0	1.0	1.5	1.5
Service water-heating systems (recirculating sections, all piping in electric trace tape systems, and the first 8 feet of piping from the storage tank for nonrecirculating systems)								
Above 105	0.24-0.28	100	0.5	1.0	1.0	1.5	1.5	1.5
Space cooling systems (chilled water, refrigerant and brine)								
40-60	0.23-0.27	75	0.5	0.5	0.5	1.0	1.0	1.0
Below 40	0.23-0.27	75	1.0	1.0	1.5	1.5	1.5	1.5



MULTIFAMILY CENTRAL SYSTEM STORAGE TANK MINIMUM PERFORMANCE REQUIREMENTS

Current Rebate Basis of Performance:

The *estimated* rebate is based on the following scope assumptions. Where installation quantity or equipment will be different than estimated value, the contractor or building owner may submit updated quantity or equipment submittals to MCE to generate a new rebate estimate prior to construction.

Insulate (1) vertical uninsulated smaller storage tank for 195 Albion with R16 insulation.

General Requirements

Storage Tank Insulation Material: Minimum R16 FSK faced formaldehyde-free fiberglass wrap, installed over existing tank and taped at seams with FSK tape.

Tank Insulation Installation:

Insulation shall be installed such that insulation remains in full contact with all surfaces of tank with no air gaps.



MULTIFAMILY CENTRAL SYSTEM BOILER REPLACEMENT MINIMUM PERFORMANCE REQUIREMENTS

Current Rebate Basis of Performance:

The *estimated* rebate is based on the following scope assumptions. Where installation quantity or equipment will be different than estimated value, the contractor or building owner may submit updated quantity or equipment submittals to MCE to generate a new rebate estimate prior to construction.

Replace one existing mid efficiency boiler with 94% thermal efficiency condensing boiler (based on AHRI rating, or equivalent).

Replace both existing large horizontal storage tanks at 175 and 195 Nova Albion with 119 gallon storage tanks. ***Storage tank sizing has been included to estimate rebate amount only and is not intended to provide sizing guidance.***

General Requirements

Boiler:	High efficiency condensing DHW boiler or commercial tank type water heater with thermal efficiency of $\geq 94\%$ (based on AHRI rating or equivalent). <i>Lower efficiency models ($\geq 90\%$ thermal efficiency) can be used but rebate will be reduced. Higher efficiency models used will increase rebate offered.</i>
Boiler Controls	Boiler(s) will be programmed such that boiler circulator(s) only run during a call for boiler to fire based on tank temperature, and that the lag boiler will only run when the lead boiler cannot satisfy load.
Storage Tank	Sizing per below. Minimum R16 insulation <i>Additional R-value will increase rebate offering. Additional gallon capacity will reduce rebate offered.</i>
System Sizing	System will be sized to match DHW load of building. System sizing and tank temperature setpoint will be designed to ensure condensing operation of boiler. System sizing may be reviewed by MCE technical assistance contractor prior to construction. Technical assistance with system sizing is available upon request.
Boiler Installation:	Boiler and storage tanks shall be installed in accordance with manufacturer's technical literature, and applicable codes and standards.



Additional Recommendations

Mixing Valve:	It is recommended to install an anti-scalding mixing valve on all systems. If stored water temperatures will be above 120°F system must have a mixing valve.
Boiler Venting	Boiler intake air should be pulled from exterior of building with clean air. Intake air must be pulled from exterior of building when chemicals such as pool supplies are present in room.
Piping	Locate all pipe fittings a minimum of 6" away from the boilers, and lay out piping so it does not interfere with service access, block access between the units, or impede the removal of access panels.
Ball Valves	Full port, Teflon or EPDM seats, with stem extension to accommodate pipe insulation. Valves are to be considered "lead-free" per most recent CA code.
Misc.	Clean, flush, and disinfect, per standard procedures, before putting piping into service. Install additional drains, service valves, and temperature gauges as required for the system to be filled, drained, and monitored for proper operation.
Pipe Hanging	All piping must be fully supported. Use pipe hangers at a minimum of 4 foot intervals. Install hangers so that in no case is the weight of piping supported by connected equipment. In no case shall one pipe be hung from another pipe. Where insulated piping is attached to hangers, the attachment shall be outside the insulation, with the insulation remaining in place between the hanger and the pipe, with no break in the insulation. Use galvanized steel shield to protect the insulation.
Boiler Commissioning	Commissioning and start-up should be supervised by an authorized manufacturer's representative. During start up confirm combustion flue gases fall within boiler manufacturer's guidelines using combustion analyzer.



CONTRACTOR AND OWNER AGREEMENT TO MINIMUM PERFORMANCE REQUIREMENTS

Instructions: Owner and Contractor please fill out all fields below:

BUILDING OWNER NAME:

PROJECT ADDRESS:

BUILDING OWNER PHONE #

CITY: STATE: ZIP CODE

BUILDING OWNER EMAIL

CONTRACTOR NAME:

CONTRACTOR COMPANY NAME:

CONTRACTOR PHONE #

CONTRACTOR EMAIL:

Proposed Energy Savings Measure	Current Rebate Offered	Initial Here to Agree to All Minimum Requirements Outlined in Document	
		Owner	Contractor
General Minimum Performance Requirements	NA		
Insulate DHW pipes in boiler rooms	\$885		
Insulate DHW pipes in crawl space	\$992		
Replace DHW recirculation pumps with Demand Pumps	\$1,224		
Replace one boiler with high efficiency condensing, replace both larger storage tanks, insulate remaining smaller storage tank	\$3,346		

By signing below, the contractor and owner agree to all of the requirements outlined in this document.

BUILDING OWNER SIGNATURE:

DATE:

CONTRACTOR SIGNATURE:

DATE:



Andrew Brooks, C.E.M.

Director of West Coast Operations

Specialization & Expertise

Energy Auditing
Energy Modeling
Specification Development
Training
Program Design
Program Implementation
Green Building Consulting

Certifications & Licenses

AEE Certified Energy Manager
CABEC Certified Energy Plans
Examiner
Green Point Rater
BPI MF Building Analyst
BPI MF Building Operator

Presentations & Publications

Publications: "Energy Savings in a Manhattan Co-op", Home Energy Magazine, July/August 2008;
Multifamily Weatherization Resource Guide (2012)

Presenter:

ACI National & Regional Conferences (2010, 2011, 2012);
Multifamily Buildings Conference (2011);
ACEEE Domestic Hot Water Forum (2011);
National Weatherization Training Conference (2009);
Green East Conference (2009)

Contributor: DOE Standard Work Specifications for Multifamily Buildings; DOE Technical Guidelines for Multifamily Energy Audits; BPI Multifamily Energy Auditing Standard

Memberships & Affiliations

Association of Energy Engineers;
Building Performance Institute;
Build it Green; CA Energy Efficiency Industry Council;
California Multifamily Home Energy Retrofit Coordinating Committee (HERCC)
California Association of Building Energy Consultants

Andrew Brooks is Director of West Coast Operations for the Association for Energy Affordability, Inc. Andrew manages client relations and is responsible for business development, delivery of technical services, and overall project management. He is engaged in many of AEA's national technical services and training efforts. Andrew leads a team of dedicated energy analysts and engineers who are committed to improving building performance and efficiency through applied building science and sound engineering.

Energy Efficiency and Sustainable Building Experience

Andrew's primary role at AEA has been as a senior energy auditor and analyst, with specialized expertise in energy modeling, heating system retrofit design, mechanical ventilation system retrofit design and construction oversight. Andrew has been involved in over 100 investment grade energy audits of multifamily and commercial buildings and has provided services to a variety of clients including NYSEERDA, Con Edison, National Grid, NYS DHCR, the San Francisco Mayor's Office of Housing as well as property owners, developers, management companies and architectural and engineering firms in both New York and California. He has extensive experience with energy modeling and building simulation software packages including TREAT, EA-Quip, eQUEST and EnergyPro and a variety of specialized system evaluation tools. He has conducted solar thermal, PV and combined heat and power feasibility studies, serving as a team leader on a number of solar thermal system design projects.

Andrew is a lead instructor and curriculum developer for a variety of AEA's multifamily focused building performance and weatherization training courses.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development
BPI Energy Efficiency Building Operator – Training and Curriculum Development
NYS HCR Multifamily Energy Auditor – Training and Curriculum Development
EA-Quip Energy Modeling Training - Training and Curriculum Development
Multifamily Combustion Safety Training – Training and Curriculum Development

Education

MS. New York Institute of Technology
Energy Management, Advanced Energy Technologies

BS. Skidmore College

Nick Dirr, CEM, LEED AP

Director of Multifamily Technical Services

Specialization & Expertise

Energy Auditing
Energy Modeling
Specification Development
Training
Program Design
Program Implementation
Green Building Consulting

Certifications & Licenses

BPI MF Building Analyst;
AEE Certified Energy Manager;
USGBC LEED Accredited
Professional; Green Point
Rater (Multifamily), BPI MF
Building Operator

Presentations & Publications

Presenter: ACI (2012); Multi-Family Buildings Conference (2011); National Weatherization Training Conference (2009, 2011)

Contributor: DOE Standard Work Specifications for Multifamily Buildings; DOE Technical Guidelines for Multifamily Energy Audits; BPI Multifamily Energy Auditing Standard

Publication: Multifamily Weatherization Resource Guide

Memberships & Affiliations

Association of Energy Engineers
Building Performance Institute
Build it Green
CA Energy Efficiency Industry Council
US Green Building Council
Multifamily Home Energy Retrofit Coordinating Committee

Nick Dirr is Director of Multifamily Technical Services at the Association for Energy Affordability, Inc. specializing in conducting energy audits and energy analysis of multifamily buildings, developing energy efficiency retrofit specifications, training industry stakeholders, and designing and managing efficiency programs. Nick is experienced working with a wide range of clients including building owners, utilities, program managers, property managers, building operators, engineers, developers, and architects.

Energy Efficiency and Sustainable Building Experience

At AEA Nick has performed over 100 energy audits and developed work scopes for low rise, mid-rise and high-rise multifamily buildings throughout New York and California. Nick is an experienced user of many types of energy modeling software, including EA-QUIP, TREAT, Energy Pro, EQuest, and others. He has designed and written specifications for various energy savings measures, particularly HVAC systems. He has been involved in many energy efficiency and green building programs, such as the DOE Weatherization Assistance Program, NYSEDA Multifamily Performance Program, Con Edison Multifamily Energy Efficiency Program, Green Point Rating, Energy Upgrade California and Low-Income Housing Tax Credit Programs. Nick has conducted classroom and nationwide interactive distance-learning trainings for energy audit professionals, building operators, contractors, and program managers. He has assisted with the design and implementation of various energy efficiency programs, including Utility, State, and Federal programs. Previous to working at AEA, Nick obtained his Master's Degree in Energy Studies in Dunedin, New Zealand, and worked for the US National Park Service at Point Reyes National Seashore as an Environmental Programs Manager and Engineer Technician.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development
BPI Energy Efficiency Building Operator – Training and Curriculum Development
NYS HCR Multifamily Energy Auditor – Training and Curriculum Development
AEA Connected Classroom and Distance Learning Platform

Education

MS. Otago University (2008)
Energy Studies/Physics, with distinction

BS. Ohio University (2004)
Environmental Geography, Business Administration Minor, cum laude

John Neal

Energy Analyst

Specialization & Expertise

Construction Management
Energy Auditing
Systems Diagnosis and Repair
Specification Development
Hands on Training
Green Building Consulting

Certifications & Licenses

Certified Energy Plans
Examiner; BPI Proctor; BPI
Certified Envelope, Heating,
Building Analyst, MF Building
Analyst, MF Building Operator;
MF Green Point Rater;
Certified EPA Lead RRP
Renovator

Presentations & Publications

Contributor: DOE Technical
Guidelines for Multifamily
Energy Audits; BPI Multifamily
Energy Auditing Standard; BPI
Crew Lead Subject Matter
Expert; Multifamily HERCC
Combustion Safety Protocols

Publication: Multifamily
Weatherization Resource
Guide

Memberships & Affiliations

Building Performance Institute
Build it Green
CA Energy Efficiency Industry
Council
CA Association of Building
Energy Consultants
Multifamily Home Energy
Retrofit Coordinating
Committee

John Neal is an Energy Analyst at the Association for Energy Affordability's west coast office and specializes in conducting energy audits, using software and outside engineering calculations to model building performance, diagnosing building performance issues, developing retrofit specifications, and working with multiple parties to manage successful building performance retrofits.

Energy Efficiency and Sustainable Building Experience

At AEA as an auditor, and previously at Recurve Inc. as a construction manager and crew lead, John has been actively involved in the audit, design, management, and hands-on retrofit of over 200 single family, multifamily, and commercial properties. John has been responsible for the diagnosis, troubleshooting, and repair of complicated mechanical systems, duct systems, and building envelope, insulation, and moisture issues.

John has extensive experience training entry level employees, construction crews, subcontractors, design professionals, and software developers on building science principals and building performance installation best practices. Additionally, John has developed best practices for building performance crews, a preconstruction information checklist for sales and construction managers, standardization for subcontractors and competitive quotes from materials distributors. At AEA John has developed and updated training material content, assisted in remote training presentations using distance learning classrooms, local classroom instruction, and has performed hands on training in the field.

Training Experience

BPI Multifamily Building Analyst (MFBA) – Training and Curriculum Development
BPI Energy Efficient Building Operator – Training
BPI BA Combustion Safety – Field Training and Curriculum Development

Education

BA. California Polytechnic State University (2005)
English Literature, with Honors

André Duurvoort, CEPE

Energy Auditor

Specialization & Expertise

Energy Auditing
Building Energy Simulations
Green Building
Measurement & Verification
Energy Code Consulting
Sustainability Assessments
Commissioning Process

Certifications & Licenses

CABEC Certified Energy Plans
Examiner

USGBC LEED Green Associate

GreenPoint Rater

CalCERTS HERS Rater

BPI Multifamily Building
Analyst

Memberships & Affiliations

Affiliate, ASHRAE

Member, California
Association of Building Energy
Consultants

Member, Association of
Energy Engineers

US Green Building Council

Andre Duurvoort is an Energy Auditor at the Association for Energy Affordability, Inc. specializing in conducting energy audits, evaluating energy savings, and designing HVAC upgrades. Andre takes a holistic approach to all types of buildings, performing energy simulations, and consulting with clients to achieve their efficiency and sustainability goals. Andre is experienced working with building owners, engineers, operators, developers and design teams. He is a capable provider of energy design services for both new construction projects and existing building benchmarking and retrofits.

Energy Efficiency and Sustainable Building Experience

At AEA Andre has contributed to work scopes for low rise, mid-rise and high-rise multifamily buildings in Oakland and San Francisco. Andre has provided design teams with targeted and common-sense advice to meet specific programmatic goals for energy efficiency, measuring those improvements, and troubleshooting problems in the field. Andre models buildings using energy simulation software (EnergyPro and eQuest) to document energy savings as required by utility rebate and tax credit programs, and to estimate savings in the client's utility purchases. Previous to working at AEA, Andre worked for Bright Green Strategies, a green building firm, specializing in providing energy code consulting, HVAC design, leading design charrettes, field testing and diagnostics, net-zero new residential designs, and certification services for GreenPoint Rated and LEED. Andre also worked for an engineering firm providing retro commissioning services and energy audits for commercial and institutional clients across the United States; he is capable of performing all fieldwork, data collection and analysis for retro-commissioning projects and investment-grade energy audits.

Education

University of California at Berkeley
Professional Certificate in HVAC (2012 Anticipated)

University of California at Santa Cruz
BA, Environmental Studies and Politics (2007)

Rachel Harmon, LEED AP

Energy Auditor

Specialization & Expertise

Energy Auditing
Energy Modeling
Specification Development
Program Implementation
Architectural Design
Green Building Consulting

Certifications & Licenses

BPI Multifamily Building Analyst

BPI Multifamily Building Operator

USGBC LEED Accredited Professional (BD+C)

GreenPoint Rater (Multifamily)

HERS Whole House Rater

Contributions

TCAC Sustainable Building Methods Documentation, Combustion Safety Testing Protocols for Existing Multifamily Building (MF HERCC), BPI Multifamily Energy Auditing Standard

Publications

Multifamily Weatherization Resource Guide

Memberships & Affiliations

Building Performance Institute

US Green Building Council

CalCERTS

Rachel Harmon is an energy auditor at the Association for Energy Affordability, Inc. specializing in conducting energy audits and energy analysis of multifamily buildings, developing energy efficiency retrofit specifications, and managing and providing feedback for a number of efficiency programs. Rachel has worked with local, state, and federal programs in performing energy audits in the California area.

Energy Efficiency and Sustainable Building Experience

At AEA, Rachel begins projects in the data collection phase, collecting and organizing information from clients, benchmarking energy use, and eventually visiting each site to determine systems in place and potential retrofits. Rachel has experience with energy modeling using a variety of programs, but also goes beyond these basic programs by performing in-depth analysis for lighting and equipment retrofits, building enclosure improvements, solar PV, solar thermal, and any other necessary measures. She has performed energy audits, written specifications, and built energy models for dozens of California multifamily buildings. She is experienced in calculating paybacks of various energy efficiency measures and developing comprehensive scopes of work. She is well versed in local and state rebate programs and is able to guide owners through the process of leveraging a variety of financial resources.

Rachel is a LEED Accredited Professional, a California HERS Whole House Rater, a GreenPoint Rater, and a BPI Multifamily Building Analyst and Operator. She is involved in all aspects of energy modeling and energy auditing with AEA, and has experience using a wide variety of building simulation software such as: TREAT, eQUEST, Retscreen, and EnergyPro as well as a variety of architectural software programs including Autocad, Revit, Sketchup, and Rhino.

Education

University of California, at Berkeley (2009)
Bachelors of Arts in Architecture and Japanese language

Patrick J. Brennan, P.E.

Senior Engineer

Specialization & Expertise

Engineering
Building Commissioning
Energy Auditing and modeling
Specification Development
Program Implementation
Energy Consulting

Certifications & Licenses

Licensed Professional Engineer
(Florida and New York)

Certified Energy Manager
(CEM)

BPI Multifamily Building
Analyst

USGBC LEED Accredited

Awards

State of Florida Davis
Productivity Award, 1998, for
achieving a 20% reduction in the
cost of chilled water production
over a 3-year period.

City College Chiller and Boiler
Plant Renovation Project
received ACEC Silver award for
Engineering Excellence.

Memberships & Affiliations

ASHRAE – Association of
Heating, Refrigeration, and Air
Conditioning Engineers

ASME – American Society of
Mechanical Engineers

AEE – Association of Energy
Engineers

Patrick J. Brennan is a senior engineer at the Association for Energy Affordability, Inc, specializing in performing energy audits, compiling energy reduction plans with scope of work and economic analyses, and writing specifications and coordinating for their implementation, inspection and closeout. Patrick provides engineering support to AEA's in-house group performing energy modeling of new construction projects.

Project-related Experience

Patrick has a broad range of HVAC design experience, including residential, health care, education and transit facilities, central plant and distributed utilities. At AEA, he has completed energy audits for low-rise, mid-rise, and high-rise buildings throughout New York. He has designed and written specifications for a number of HVAC systems, and serves as a technical expert to advise the AEA staff on any mechanical engineering projects.

Patrick is a Licensed Professional Engineer, CEM, BPI Multifamily Building Analyst, and a LEED AP. He has experience using a wide variety of building simulation and engineering software such as: Trane TRACE, Carrier Hourly Analysis Program, TREAT, and EA-QUIP.

Previous Positions Held

AFK Engineers (Sep 2006 – May 2008) Project Engineer

DMJM Harris (June 2001 – Sep 2006) Project Engineer

Lockwood Greene (Feb 2001 – June 2001) Senior Engineer

STV Inc. (July 1998 – Jan 2001) Mechanical Engineer

University of Florida (March 1990 – June 1998) Facilities Engineer

Education

University of Florida (1988)

Bachelor of Science in Mechanical Engineering

Graduate Classes in Energy Conversion and Advanced Air Conditioning

Thomas Holmes

Senior Energy Analyst

Specialization & Expertise

Tom has over 30 years' experience designing and implementing custom commercial, industrial and residential renovation projects. As a building scientist, his specialty is air sealing and insulating low rise structure (residential and commercial), as well as air sealing and ventilation solutions in mid and high rise buildings.

Certifications & Licenses

BPI Certified Building Analyst,
Building Envelope Specialist
and Multifamily Building
Analyst

Presentations & Publications

Instructor: BPI Multifamily
Building Analyst (Envelope and
Ventilation)

Presenter: ACI (2011, 2012);
Multi-Family Buildings
Conference (2011); numerous
local/ regional presentations
on building science and
residential energy reductions

Contributor: DOE Standardized
Work Specifications for
Multifamily; Publication:
Multifamily Energy Auditing

Memberships & Affiliations

Green Jobs Green New York
Advisory Council

BPI Technical Standards
Committee (multifamily)

Thomas Holmes is a Senior Energy Analyst at the Association for Energy Affordability, Inc. specializing in low rise multifamily buildings and mid-rise and high-rise air sealing and building ventilation issues.

Project-related Experience

2010 – Present: **Association for Energy Affordability** – performed energy audits and developed work scopes for low rise, mid-rise and high-rise multifamily buildings throughout Upstate New York, modeling buildings in TREAT software and detailing improvements in all energy reduction areas.

2006 – 2010: **Zerodraft CNY, Inc.** – audited, designed and led multifamily and commercial projects in Western New England, throughout New York State and into Eastern PA. Developed systems in support of NYSEDA Home Performance with Energy Star/ Assisted Home Performance (residential) division. Developed strategic alliances with NYS HCR WAP Sub-grantees to provide a variety of services, including design recommendations for complex building science issues.

2004 – 2006: VT Properties – Multifamily affordable housing renovation and apartment rental management .

2000 – 2004: C&S Engineers, Inc. – E-Business Manager. Developed database driven web applications in support of a variety of engineering projects and programs for regional offices located nationwide.

Training Roles

BPI Multifamily Building Auditor (MFBA) – instructor for Building Envelope and Ventilation instruction.

Perquisites Training: Building Fundamentals (co-produced curriculum and materials)

Distance Learning Presenter, Building Envelope

Education

Empire State Youth Theatre (1979)

Vincent Perez EIT, CEM

Senior Energy Engineer

Specialization & Expertise

Energy Auditing and Modeling
Energy Performance Contracting
Specification Development
Training
Program Design
Construction Administration

Certifications & Licenses

Engineer in Training (EIT);
AEE Certified Energy Manager;
Six – Sigma Green Belt

Presentations & Publications

Contributor: DOE Standard Work
Specifications for Multifamily
Buildings

Memberships & Affiliations

Association of Energy Engineers

Vincent Perez is a Senior Energy Engineer and the Energy Auditor Supervisor at the Association for Energy Affordability, Inc. with extensive experience in energy performance contracting, performing energy audits, authoring energy conservation measure specifications, training, and designing and implementing efficiency programs. Vincent has vast experience in energy programs involving Public Housing Authorities, Multi-Family residences, K – 12 and Higher Education institutions, Healthcare facilities, and Heavy Industries.

Energy Efficiency and Sustainable Building Experience

Vincent spent five years supervising and conducting energy audits exclusively for HUD subsidized Public Housing Authorities (PHA) in all of the regions of the United States south of Alaska and the US Territory of American Samoa. These PHA energy audits include intensive utility analysis, HUD utility subsidy submission analysis, and thorough investigation of all energy and water consuming equipment of the PHA residential units and facilities. Vincent's responsibility was to develop an energy program in order to improve the PHA's infrastructure from a cash neutral position in regards to HUD's energy savings programs. Vincent and the energy auditing team created investment grade audits, investigated green technologies, prepared finance/cash flow documents, completed design/construction documents, and presented energy savings performance contracts to clients. He also utilizes all federal and state incentives, rebates, and all financing vehicles to support the energy program. At AEA he executes energy audits through the DOE Weatherization Assistance Program and NYSERDA Multifamily Performance Programs, and assists in the facilitation of Con Edison's Multifamily Energy Efficiency Program. Vincent has experience with various energy modeling and building simulation software packages including TREAT, EA-Quip and EQUEST.

Training Experience

Environmental Protection Agency Portfolio Manager/Benchmarking Trainer in conjunction with New York City Local Law 84

Education

BS. Colorado School of Mines (1995)
Mechanical Engineering

Meera Lita Tandon

Energy Efficiency Engineer, Project Manager

Specialization & Expertise

Meera has over 7 years' experience in engineering design, research and development, and consulting. Specializing in multi-family building types, she has visited buildings throughout NYC and inspected their mechanical systems to assess energy saving opportunities. She has designed and construction managed heating, ventilation and lighting system replacement projects.

Certifications & Licenses

Certified Energy Manager (CEM)

Engineer in Training (EIT)

BPI Certified Multifamily Building Analyst

Memberships & Affiliations

Association of Energy Engineers

Association for Energy Economics

Meera Lita Tandon is an engineer delivering energy efficiency solutions to multifamily buildings throughout NYC through utility program implementation and auditing and design support for Weatherization and other state funded programs.

Project-related Experience

2010 – Present: **Association for Energy Affordability**

Technical Project Manager, ConEdison Multifamily Energy Efficiency Program
Meera is the Technical Project Manager of the Con Edison Multifamily Energy Efficiency Program with responsibilities including program design, implementation, project management, database development and management, reporting, invoicing, and energy analysis.

Senior Energy Auditor

Performs energy audits and develops work scopes for multifamily buildings throughout NYC via coordination with energy efficiency programs, including DOE Weatherization and NYSEDA Multifamily Performance Program, and designs recommendations for heating, ventilation, and lighting upgrades.

2008 – 2010: **RW Beck (now SAIC)**

Operations Manager

Managed field operations to monitor and document debris removal in compliance with the Federal Emergency Management Agency (FEMA) in presidentially declared disaster areas. Assisted government agencies in applying for Federal Funds.

Financial Engineering Consulting, Utilities

Developed financial models for utility rate case studies.

2006 – 2007: **Camp Dresser & McKee**

Engineering Consulting

Developed energy and water models using simulation programs to design sewer pipes, storm water drains, and emergency action plans. Assisted in design, review, and editing of specifications for large solid waste and wastewater facility construction projects.

Education

Cornell University, College of Engineering (2006)
B.S. in Biological and Environmental Engineering

Columbia University (2008)
Post Baccalaureate Business Certificate Program

BRADY MILLS, CEM, EIT

Senior Energy Auditor

Specialization & Expertise

Light-commercial HVAC system design (2 years)

Single-family home energy audits and HVAC system design (3 years)

Multifamily home energy audits and HVAC system design (3 years)

Certifications & Licenses

Engineer in Training (EIT, FE)

Certified Energy Manager (CEM)

NABCEP Entry level PV certification

BPI MultiFamily Building Analyst (MFBA)

Level II Infrared Thermographer

Presentations & Publications

Presenter: Central Exhaust Systems in Multifamily Buildings (ACI, 2011; The Energy Efficiency Edge, 2011)

Publication: Multifamily Weatherization Resource Guide

Memberships & Affiliations

Association of Energy Engineers (AEE)

American Society of Mechanical Engineers (ASME)

American Solar Energy Society (ASES)

Brady Mills is an Energy Auditor at the Association for Energy Affordability, Inc. The focus of Brady's work at AEA is conducting energy audits of multifamily residential buildings as part of the Weatherization Assistance Program. Brady also engineers construction specifications for steam and hydronic boiler replacements and ventilation system retrofits.

Energy Efficiency and Sustainable Building Experience

2010 – Present: **Association for Energy Affordability**

Participated in over 125 ASHRAE Level II energy audits of multifamily buildings; acted as primary energy auditor on 75+ audits.

Conduct energy analyses using software modeling tools, including EA-QUIP and TREAT.

Prepare energy assessment reports with construction specifications and cost savings analysis.

Prepare detailed heating system upgrade and replacement specifications with an emphasis on efficient and cost-effective heat generation and distribution.

Conduct in-field case studies on new energy efficiency technologies; including analysis, report generation, and presentations.

Instruct learning courses and present on multifamily building ventilation systems.

Conduct benchmarking and energy savings analysis of building portfolios and energy efficiency projects

2007-2010 **Recurve (formerly Sustainable Spaces)**

Designed residential HVAC, plumbing, and renewable energy generation systems for over 100 new construction and retrofit applications in accordance with project goals and industry best practices (LEED, ASHRAE, GreenPoints, EnergyStar, state energy codes) .

Typical systems include furnace and hydronic air handler forced air systems, baseboard and radiant floor hydronic systems, heat/energy recovery ventilation, and high-performance building envelope schemes.

Generated HVAC layout documentation for coordination with other trades, mechanical permits, and construction.

Created and delivered sales and mechanical estimate documents.

Provided installation and commissioning support for construction teams and homeowners.

Education

Bachelor of Science degree in Mechanical Engineering from San Diego State University, 2007.

Kay Stewart

Director, Business Development and Planning

Specialization & Expertise

Communications and Marketing – 7 Years

Partnerships, Associations and Coalition Building – 8 Years

Program Design, Outreach for construction and Weatherization projects in Supportive & Transitional Housing – 6 Years

Procurement of Professional Services and Construction – 10 Years

M/WBE Contractor Opportunity Initiatives – 3 Years

Program Planning and Administration in Nonprofit and Public Agencies – 30 Years

Presentations & Publications

“Bringing Multifamily Expertise to Weatherization Programs,” **Home Energy** July/August 2011

Kay Stewart is director, business development and planning at AEA. She manages communications strategies and content, insuring that marketing, public affairs and website messaging reinforce AEA’s mission, goals and programs. Kay convenes project teams to plan new programs and business initiatives, and develop work flows and processes to ensure success.

Marketing and Business Development Experience

Kay Stewart leads the communications team at AEA. Her focus is on messaging content across service types, programs and media vehicles. Kay is a key actor on the marketing team for AEA in its role as the Implementation Contractor for Con Edison’s Multi-Family Energy Efficiency Program. She was co-manager and planner of AEA’s national Multifamily Buildings Conferences in 2008 and 2011. At the **NYC Department of Health**, she directed a social marketing campaign with a coalition of partner agencies and educators to promote low-fat eating in order to help reduce chronic disease risks among low-income and minority New Yorkers.

In her business development role, Kay convenes and leads work teams to plan new lines of business and improvement projects in various operational areas. She served on an internal work group to strengthen AEA health and safety policies and procedures in 2010, and worked with Weatherization Program managers to expand AEA’s roster of minority and women-owned contractors. A principal actor in developing AEA’s partnerships with workforce development agencies, she helped to create the programs that bring AEA technical training to job seekers.

Kay was assistant director of AEA’s ARRA-funded Targeted Multifamily Weatherization Project from 2010-2011. She was instrumental in structuring AEA’s partnership with the Supportive Housing Network of NY. Her knowledge of the challenges faced by providers of supportive housing and shelters to maintain and upgrade their facilities guided the design and rollout of the project, which weatherized over 2,500 units of supportive and transitional housing in New York.

As vice president, communications and business development for AEA’s affiliate **Energy and Water Conservation Services (ENAWAC)** since 2008, Kay has provided management services to consulting clients on communications, marketing, information management, program and event planning, procurement oversight for National Grid’s Low Income Gas Efficiency Program and workforce development for ENAWAC’s Con Edison Small Business Direct Install projects, and M/WBE outreach.

Contracting and Procurement Experience

At **Women In Need, Inc.** Kay was responsible for procurement of goods and most contracted services for a nonprofit organization housing homeless families. She managed procurement of furnishings, equipment, supplies, security systems, and played “owner’s rep” roles for rehab projects for two large shelters. She also directed the procurement function at **Community Healthcare Network, Inc.**, a large network of non-profit community-based health centers, preparing specifications, RFPs, RFQs, and agreements, coordinating solicitation of bids and proposals, and managing supplier selection for complex procurements of equipment, supplies, services, and construction.

At the **NYC Department of Design and Construction**, Kay managed procurement of architectural, engineering and construction management services through the RFP process. She was the first director of DDC’s Office of Contract Opportunity. She developed procedures, instructional materials for contracting staff and project managers, and protocols to increase subcontracting opportunities for capital contracts.

Education

Columbia University School of Social Work, MS. Concentration in Administration, Program Management and Research

Smith College, AB in American Government

Main Office and Training Center • 105 Bruckner Boulevard, Bronx, NY 10454 • 718-292-6733

NYC Midtown Office • 505 Eighth Avenue, Suite 1000 • New York, NY 10018 • 212-279-3902

AEA West • 1900 Powell Street, Suite 420, Emeryville, CA 94608 • 510-431-1791

Taina Palombo-Price

Director of Marketing

Specialization & Expertise

Advertising and marketing: *6 years*

Conference and event management: *7 years*

Proposal writing: *7 years*

Community development: *7 years*

Program management: *5 years*

CRM and web-based platform management: *5 years*

Memberships & Affiliations

Amigos de las Americas

American Advertising Federation

Taina Palombo-Price is the Director of Marketing at the Association for Energy Affordability, Inc. She manages brand development and marketing initiatives including print and web advertising, social media, collateral and publicity materials. Taina collaborates cross departmentally to produce marketing materials for use in promoting a variety of AEA's services and offerings.

Marketing & Business Development Experience:

Taina plays a lead role in marketing the Con Edison Multi-Family Energy Efficiency Program which AEA implements on behalf of the utility. Additionally, she is managing a multi-phase re-brand and website redesign for AEA. While working at the New Mexico Daily Lobo Taina oversaw an advertising sales team working with national clients like Gatorade, The US Army and Nike.

Taina led AEA staff in the management of logistics for AEA's 2011 Multifamily Buildings Conference in Chicago. As a part of the conference planning team Taina was responsible for all website development, e-mail marketing, registration and onsite coordination for the event.

As a part of the Con Edison Multi-Family Energy Efficiency Program management team Taina designed and implemented a custom Salesforce.com platform for program management and tracking. She also served on an work group to strengthen AEA health and safety policies and procedures in 2010. While at Native American Housing Consultants LLC. Taina helped managed David Bacon Compliance and played a leadership role in the working group that researched and produced best practices for WAP compliance under ARRA.

Program Management Experience:

Taina was the program manager of AEA's utility funded Low Income Gas Efficient Program (LIGEP) from 2007-2009. She coordinated the participation of nine weatherization subgrantees and AEA's business affiliate ENAWAC in this highly successful 12 million dollar program.

At Amigos de las Americas Taina served as the country director for youth led sustainable community development programs in Costa Rica and Uruguay. Taina led a staff of ten in the development and implementation of 12 weeks long in-country programs in partnership NGO'S CARE and Save the Children.

Education

University of New Mexico, BA. Double Major in Political Science and Sociology

ADELE NIEVES

Program Manager/Liaison

Adele Nieves is a Program Manager/Liaison for Con Edison's Multifamily Energy Efficiency Program at the Association for Energy Affordability, Inc.

Adele has over 20 years of direct administrative responsibilities in Weatherization, utility and NYSERDA programs, including more than 12 years administering the refrigerator installation components of the Con Edison and NYSERDA low income refrigerator replacement programs. Adele currently is fulfilling the role of program manager/liaison for Con Edison's Multifamily Energy Efficiency Program.

Project-related Experience

Association for Energy Affordability, Inc.
NYSERDA's EmPower New York - Program Manager

2005 - 2009

Coordination and administration of energy efficiency measures installed in low-income multifamily buildings and small family homes funded by NYSERDA's EmPower New York. Scheduling of deliveries and installations, coordinating with building and on-site management, purchasing and payment management.

Northern Manhattan Improvement Corporation
Assistant Director

1995 - 2000

Assistant Director for a community-based federally funded Weatherization Assistance Program providing energy conservation measures in low-income buildings. Responsibilities included budget management, oversight of intake/outreach and income documentation for low-income families and buildings receiving Weatherization services.

Banana Kelly Community Improvement Association
Assistant Director

1992 - 1995

Assistant Director for a community-based federally funded Weatherization Assistance Program providing energy conservation measures in low-income buildings. Responsibilities included budget management, oversight of intake/outreach and income documentation for low-income families and buildings receiving Weatherization services.

Education

Marymount Manhattan College, courses in Business Administration, 1978 – 80
Drake Business School, Executive Business Diploma in Business Administration 1990

Amrit Kaur

Energy Auditor

Specialization & Expertise

Energy Auditing,
Energy Management,
Building Science
Construction Management &
Sustainability.

Certifications & Licenses

Certified Energy Manager
LEED AP, NC
BPI Multifamily Building
Analyst

Memberships & Affiliations

American Society of Civil
Engineer- Registered member

Amrit Kaur is working as an Energy Auditor at the Association for Energy Affordability, Inc. She conducts comprehensive energy studies and modeling of multifamily buildings throughout New York City under the New York State Homes and Community Renewal's Weatherization Assistance Program (WAP), Multifamily Performance Program (MPP) from NYSERDA and Con Edison Multi-Family Energy Efficiency Program (MFEETP).

Project-related Experience

Conduct energy audits and in-field energy assessments of multifamily buildings in the city. Perform energy analyses using software modeling tools, including EA-QUIP and TREAT. Prepare energy assessment reports with detailed specifications and cost savings analysis. Based on analytic findings assist owners in preparation of heating system upgrade and replacement specifications incorporating high efficiency heating system. A brief overview of some projects analyzed and completed:-

Westbeth Artists Housing, Manhattan

- Residential complex approx. 600,000 sqft with 7 bldg sections and 384 unit
- Historical landmark building with commercial space leased to New School University
- Performed detailed energy audit and upgraded the existing heating system of two oil fired scotch marine boilers, 600 hp with high efficiency boiler and converted from steam to hot water along with other energy conservation measures.

Mott Haven, Bronx

- Residential building with 110 units and approx. 120,000 sqft
- Replaced existing scotch marine boilers with mid efficiency LAARS Pennant boilers
- Converted from one-pipe steam system to hydronic heating
- Installed programmable thermostats and replaced all existing windows with double pane argon filled windows

Archibishop Iakovos Senior Housing, Queens

- Residential building 100 unit and approx. 90,000 sqft
- Total of seven modular, atmospheric-burner, cast-iron, hot-water boilers. Replaced with two high-efficiency hot water boilers (nominal 88% efficiency), equal to the Hydrotherm KN-10 condensing boilers
- Ventilation system upgraded to code requirements.

Education

M.S. in Construction Management, GPA 3.79/4.0, Dec 2009
Carnegie Mellon University, Pittsburgh

Bachelors in Architecture, Honors, May 2006
Malviya National Institute of Technology, India

Da-Wei Huang

Director, Information Services

Specialization & Expertise

Energy Management system, 7 years

Database, 6 years.

Certifications & Licenses

CEM
LEED AP

Presentations & Publications

Seeing by Degrees:
Programming Visualization
from Sensor Networks,
Building Commissioning for
energy Efficiency and Comfort,
ICEBO

Da-Wei Huang is Director, Information Services at the Association for Energy Affordability, Inc. He specializes in designing, managing and supporting energy management system in multifamily buildings and has been involved in number of research and development projects. In addition, Da-Wei has strong background in information technique in the areas of database, server and networking.

Project-related Experience

Building Control Development:

- Design energy management system for electrical heating and one pipe steam heating building.
- Develop advanced methodology to enhance residential electrical load control application.
- Perform project management, monitoring and support to installed energy management system.
- Conduct usage and billing data analysis on performance report.

Information Technology:

- Develop database and tools for AEA post-construction management team.
- Design user interface for data collecting and replaying on LabView for boiler laboratory.
- Create billing module to simulate Con-Edison real time pricing on website and database.

Software:

- Language: VB.NET, C/C++, Assembly language, PHP, Html
- Database: Microsoft SQL Server, MySQL, Microsoft Access

Education

M.S.	Master of Science, Mechanical Engineering Columbia University, New York, NY
B.S.	Mechanical Engineering Yuan-Ze University, Taiwan

DAVID HEPINSTALL

EXECUTIVE DIRECTOR



David Hepinstall is Executive Director at the Association for Energy Affordability, Inc. David has extensive policy development and executive management experience, with over 25 years of research, program planning, policy development, and management experience in the public and nonprofit sectors, primarily in energy efficiency, community development and education.

Project-related Experience

Association for Energy Affordability, Inc.

Executive Director 1993-Present

- Played lead roles in designing and implementing energy efficiency initiatives in New York multifamily energy efficiency projects with government, utility, System Benefits Charge (SBC) or Energy Efficiency Portfolio Standard (EEPS) funding continuously over the past 18 years, including currently as implementer of Con Edison's Multi-Family Energy Efficiency Program.
- Member of NYSERDA's System Benefits Charge Advisory Group, NYS Governor's Renewable Energy Task Force. New York City Mayor's Energy Policy Task Force and Green Jobs/Green New York Advisory Council.
- Developed effective partnerships promoting energy efficient affordable housing and local capacity building delivering energy affordability through energy efficiency.
- Obtained funding from the US Department of Energy as a Weatherization Training Center.
- During the past three years, has overseen several ARRA contracts for implementation of weatherization services to multifamily buildings in downstate New York, including \$10.6 million for energy efficiency work in the South Bronx and \$15 million for such work in supportive housing downstate, weatherizing multifamily buildings with more than 5,000 units of affordable housing.
- Directed AEA's Technical Support Services to weatherization, including provision of energy audits of more than 600 multifamily buildings with over 40,000 units over the past three years.
- Funded by the US Department of Energy through the National Renewable Lab, currently act as Market Lead for the development of Standard Work Specifications for energy efficiency upgrade work in multifamily buildings.
- Guided AEA's curriculum development and training for multifamily energy specialists under the NYSERDA's Multifamily Building Standardized Training program.
- Managed large and highly successful National Multifamily Building Energy Conferences in NYC in 2003, 2006 and 2008, and Multifamily Buildings 2011 in Chicago in August.
- From the beginning of NYSERDA's Multifamily Performance Program, directed AEA's participation as a successful, award-winning Partner, achieving 4th incentives in many projects.
- Working closely with the Mayor's Office of Long Term Planning and Sustainability, and with funding support from NYSERDA, planned and managed delivery of Portfolio Manager benchmarking training for over 250 persons expected to complete benchmarking in over 10,000 buildings.

Previous accomplishments include the following:

- Managed annual technical services contracts with the New York State Weatherization Program (first with the Department of State then the NYS Division of Housing & Community Renewal) to provide energy audits of multi-family housing and training and technical support to non-profit community-based housing organizations carrying out weatherization programs.
- Oversaw completion of building energy audits and detailed engineering specifications for over 3,000 multiple dwellings totaling over 100,000 units of housing in New York resulting in average annual savings of 23% in several large samples of buildings retrofitted.

- Directed design and delivery of training sessions for weatherization directors and staff of community-based organizations, as well as building contractors.
- Administered a three-year, \$8.65 million Low-Income Direct Installation Pilot Project funded by NYSERDA with System Benefit Charge (SBC) funds, successfully integrating electric load reduction measures (ERMs) into the weatherization program (1999-2002).
- Co-directed and co-authored Multifamily Retrofit Research study co-funded by NYS Energy Research & Development Authority and DHCR to assess changes in building dynamics and performance resulting from installation of energy efficient and health and safety retrofits, using data loggers, interval meters and advanced telecommunications equipment in field research in multifamily buildings.
- Leveraged over \$17 million in utility funds to coordinate with weatherization, managing Con Edison's Utility Low-Income Energy Efficiency Program (1993-1996) and Low Income Refrigerator Replacement Program (1996-2001) and National Grid's Low Income Gas Efficiency Program (2007-2009) in NYC and on Long Island.
- Frequent presenter at national energy conferences of major organizations over past 20 years.

Northern Manhattan Improvement Corporation

Program Manager 1990-1993

Directly responsible for overall planning, management and operations of the NMIC's Manhattan-wide Weatherization Program from 1990-1993, upgrading multi-family, low-income housing primarily in Washington Heights and Harlem. Successfully leveraged matching private investments from over 60 building owners and achieved cost-saving energy efficiency retrofits to maintain the economic viability and affordability of this critically important housing stock.

Office of the Chancellor, New York City Board of Education

Director of Planning 1988-1990

Initiated a strategic planning and change management process within the Chancellor's cabinet (designed to identify systemic priorities, mobilize support for reform, and achieve an effective "child centered" public school system), rolling it out to the top 100 managers at the Board just before Chancellor Green's untimely death in May 1989 halted the momentum for such systemic change.

Community Development Agency, City of New York 1979-1988

Assistant Commissioner for Policy and Program Development 1983-1988

- Reporting directly to the Commissioner, had broad policy and program development responsibilities
- Directed agency planning and reporting on the Mayor's Management Plan and Report.
- Regularly updated allocation formula used for distribution of funds to targeted communities.
- Managed needs assessment research activities supporting policy and program development.
- Developed and directed several new program initiatives, including CBO Adult Literacy Initiative, new Immigrants Services programs, and initial, federally funded Homeless Housing Program.
- Managed agency's intergovernmental relations activities with the City's Albany and Washington offices.

Director of Research and Evaluation,

Director of Policy Analysis & Development 1979-1983

Directed program evaluation of community based programs, community needs assessments, and the development and implementation of the funding allocation formula targeting low-income neighborhoods in New York City.

Education

Columbia University, Graduate School of Arts & Sciences, M.Phil. in Political Science

Free University of Berlin, Certificate, Fulbright Fellowship in International Affairs

Albion College (Michigan) A.B. in Economics and History; Magna Cum Laude; Phi Beta Kappa

GERALD ABT

Energy Analyst

Specialization & Expertise

Multi-Family Building Energy Audits (2 years)

eQUEST modeling to ASHRAE 90.1 Standard (2 years)

Programing experience MATLAB (4 years)

Writing Commercial Energy Audits, Wind Resource Reports (2 years)

Certifications & Licenses

NCEES EIT

BPI Multifamily Building Analyst

Gerald Abt is an Energy Analyst at the Association for Energy Affordability, Inc.

He prepares common area survey reports, data analysis, and processing for the Con Ed MFEED. Gerald also performs energy audits on existing buildings for the Weatherization Assistance Program, as well as creates models and reports for the New Construction aspect of the NYSEDA Multifamily Performance Program.

Project-related Experience

- Performing energy audits on over 600 units for multifamily buildings and garden-style homes including on site audit and utility bill analysis.
- Writing hydronic and steam boiler specifications.
- Generating advanced energy models using eQUEST for new construction multifamily buildings.
- Performed energy audits for commercial and retail facilities around Cleveland OH.
- Organized a charrette and created a presentation discussing possibilities for energy efficient and sustainable improvements for single family homes in Rochester, NY.
- Wrote wind resource reports and state grant applications, and prepared turbine reconditioning specifications for the Renaissance Group in Cleveland OH. Analyzed utility bills using Excel, and conducted onsite walkthroughs with HVAC analysis to aid in energy efficiency presentations
- Prepared utility bill breakdown and analysis for commercial customers in Ohio with a focus on reducing demand charges.

Education

Bachelor of Science in Mechanical Engineering from the University of Rochester

MICHAEL C. FREDERICKSEN

Senior Lighting Specialist

Memberships & Affiliations

Past President for the Long Island Chapter of the Illuminating Engineer Society NA.

Michael C. Fredericksen is a Senior Lighting Specialist at the Association for Energy Affordability, Inc.

Responsible for staff development and training for the survey and data entry teams with focus on lighting measure opportunity identification and cost effective lighting design alternatives for the MFFEP, and associated programs when necessary. This includes preparing presentations to make staff aware of the latest lighting applications and how they relate to the Con Edison program. Provide sales assistance to participating contractors and account managers in the MFFEP Program.

Mr. Fredericksen has created systems which allow for greater returns on investment for lighting projects which have led to a spike in client participation and the acquisition of megawatt savings.

Project-related Experience

Senior sales executive at PES/Comverge where Michael was the lead salesman, and involved with training new salespersons in the Con Edison lighting program. Projects that Mr. Fredericksen created such as Brookdale, Kingsboro Jewish, and Wyckoff hospitals removed in excess of 10 Megawatts.

National Sales Manager at US Lighting Corp where he managed their client base, and developed lighting fixtures that function at -100°F.

President of Aetna Electric Distribution Corp for 20 years, where Michael gained experience in the lighting and electrical industry. Provided in-house training to the LILCO energy representatives.

Past president of the Long Island chapter of the Illuminating Engineering Society NA.

SYED M. ABIDI

Energy Engineer

Specialization & Expertise

Building
Energy Assessment
[2 Years]

Building
Design & Construction
[4 Years]

Certifications & Licenses

E.I.T
C.E.M
LEED AP BD+C
BPI – M.F.B.A

Memberships & Affiliations

ASHRAE
AEE
NSPE

Syed M. Abidi is Energy Engineer at the Association for Energy Affordability, Inc. He has been conducting energy assessments of multifamily buildings which include executing energy audits, collecting and analyzing building data, performing energy modeling and calculations, generating energy reports, evaluating life-cycle cost analysis for various measures and preparing specifications for HVAC systems.

Project-related Experience

Syed is also assisting in Con Edison Multifamily Energy Efficiency Program (MFEPP) to help reduce energy costs and promote energy efficiency in small to mid-sized multi-family buildings in New York City and Westchester County.

His roles in the above program include but not limited to analyze collected building data, input relevant building information in Con Edison tool, identify various energy savings opportunities that are eligible for program incentives, perform cost savings analysis on each measure to calculate owner simple payback period, generate energy assessment reports and owner agreements and educating clients/account managers for potential energy savings.

Besides Con Edison MFEPP program, he has years of diverse experience in high performance building design and construction which includes generating specifications for energy efficient mechanical systems, HVAC feasibility studies through energy modeling and simulation, energy assessments of multifamily buildings and evaluating new multifamily building designs and makes design recommendations to reduce energy consumption and minimize negative environmental impact. As an energy auditor and design engineer, he has been exposed to a broad range of real estate construction projects including but not limited to Corporate Facilities, Office Spaces, Retail Spaces, Hotels, Health-Care Facilities, Broadcasting Centers, Restaurants, Auditoriums, Theaters and Low-Rise to High-Rise Multi-Family Residential Dwellings. He has conducted energy audits of small to large projects and engaged in research, data analysis, software modeling and report production as needed to complete the energy assessment process. His knowledge, skills and experience is a unique value to Association for Energy Affordability, Inc.

Education

Bachelor of Science in Mechanical Engineering [2007]

New York Institute of Technology (NYIT), Old Westbury, New York

RUTH D. AYALON

Energy Efficiency Engineer

Specialization & Expertise

10+ Years of Experience:

Computer Programming

5+ Years of Experience:

Energy Efficiency in
Multifamily Buildings

Building Diagnostics

Building Certification Testing

Energy Analysis

Benchmarking Energy Use

Building Modeling in EA-QUIP

Building Modeling in TREAT

Certifications & Licenses

Building Performance Institute
Multifamily Building Analyst

Memberships & Affiliations

Society of Women Engineers

Ruth D. Ayalon is an Energy Efficiency Engineer at the Association for Energy Affordability, Inc. Her role at AEA is to streamline the Con Edison Multi-Family Energy Efficiency Program to help our clients get rebate checks faster per the following:

- Developing integrated tools to eliminate repetitive data entry.
- Improving the survey report to simplify the decision making for owners.
 - Making it more concise.
 - Highlighting the best options.
 - Combining large portfolios into one report.
 - Adding energy use benchmarking to prioritize buildings.
- Creating a subcontractors portal to streamline communication.
 - Sharing program developments and updates.
 - Checking the status of their projects.
 - Uploading required documentation.
- Researching and developing a custom interface for field staff, such as an app, to improve the field surveys and inspections.

Throughout the streamlining process Ruth is also focused on ensuring greater data reliability. She is also responsible for preparing regular reports to track energy savings and participation rates.

Project-related Experience

Con Edison Multi-Family Energy Efficiency Program, 2012

NYSERDA FlexTech Program, 2012

New York City's Greener, Greater Buildings Plan LL84, 2011 - 2012

New York Weatherization Assistance Program, 2010 - 2012

NYSERDA Multifamily Performance Program, 2010 - 2012

National Grid Energy Efficiency Program, 2007 - 2008

Education

Bachelor of Science in Mechanical Engineering, Rochester Institute of Technology



February 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Approval of Second Agreement with PlanetEcosystems, Inc.
(Agenda Item #7)

ATTACHMENT: A. Executed First Agreement with PlanetEcosystems, Inc.
B. Proposed Second Agreement between MEA and PlanetEcosystems, Inc.
C. Description of PEI Technology Services
D. Matrix Comparing PEI Product to Comparable Vendors in Market
E. Resumes from Key PEI Team Members

Dear Board Members:

SUMMARY:

The proposed contract with PlanetEcosystems, Inc. (PEI) would provide access to the software platform developed by PEI in support of the single family utility demand reduction sub-program of Marin Energy Authority's Energy Efficiency Plan. MEA staff has thoroughly vetted this proposed contract and has determined that this proposal would provide for a valuable partnership that will enhance the MEA energy efficiency program and will support attainment of our energy efficiency goals.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA 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 MEA for the implementation of energy efficiency programs.

The single family utility demand reduction program is one of four program elements proposed to the CPUC, and is funded at a total of \$581,400. The program was developed to comply with CPUC guidance that MEA 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 resources needed to implement energy improvements in their homes.

While the application was being deliberated at the CPUC, MEA began vetting potential vendors to provide the services described in the 'single family' portion of the application. It is during this initial vetting process that PEI appeared as a forerunner to deliver the single family utility demand reduction program. PEI is comprised of a team of software engineers, proven program managers, and energy efficiency professionals. The PEI team also has experience in Northern California, having developed the one-stop web tool for the Sonoma County Energy Independence Program.

MEA staff requested that the PEI team present their product and services to members of the MEA Board at the Board retreat held in August, 2012 to allow for initial feedback from Board members and the public. PEI was also invited to present to members of the MEA Board during the December 2012 Board Meeting and at subsequent December Technical Committee and Executive Committee meetings. PEI returned to present their product again at the January Technical Committee and Executive Committee meetings; the proposal brought before you tonight includes adjustments and enhancements suggested by Board members and members of the public at each of these meetings¹.

The PEI proposal would allow access to the web tool with all of its components (please refer to Attachment D). The proposal also includes outreach elements designed to maximize the exposure and efficacy of the tool in Marin and the City of Richmond. While certain components of the proposal will be retained in house by PEI (specifically components related to the technology), outreach program elements will be subcontracted by the PEI team to local vendors of MEA's choosing. The proposal would be fully funded from the Energy Efficiency Program budget.

MEA staff has determined that the technical product and services proposed in the attached draft contract will contribute fundamentally to the attainment of the energy efficiency program goals. The PEI team has demonstrated flexibility in working with

¹ The matrix comparing the PEI product to market competitors was developed by MEA staff at the request of Executive Committee members. Additionally, certain components of this contract have been developed to be paid on a performance basis at the suggestion of certain members of the public. Finally, the proposed 'outbound mailer' outreach strategy has been downsized to a pilot program in response to feedback from Board members.

MEA staff to develop the draft contract so that it that meets the MEA program needs. The PEI product is unique, effective, and available at a competitive price. Additionally, the PEI software product is complimented by a management team able and willing to work with effective community partners to spread the awareness and exposure of the MEA energy efficiency program, cementing MEA as an energy efficiency provider in our service territory.

The proposed contract amount of \$250,730 represents 6% of the energy efficiency program budget. This contract would be funded completely from the energy efficiency program funds allocated from the CPUC.

Recommendation: Approve the Second Agreement with PlanetEcosystems, Inc. to provide single family utility demand reduction services in support of Marin Energy Authority's Energy Efficiency Program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND PLANET ECOSYSTEMS**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day January 9, 2013 between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and Planet Ecosystems, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA 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 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.

Subject to the terms and conditions of this Agreement, Contractor grants MEA 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 MEA'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. MEA 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 MEA regarding the Software, the Service or any part thereof.

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.

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 **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on January 9, 2013, and shall terminate on March 31, 2013. 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, except pursuant to a transfer of all or substantially all of 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 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:

MEA 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. MEA shall own that software developed for MEA by Contractor to specifications provided by MEA 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. MEA acknowledges that Contractor exclusively owns all rights, title and interest in and to the Software and its derivatives. MEA 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 MEA, its users or other users relating to the Software.

12. CONFIDENTIALITY:

Contractor acknowledges that MEA is a public agency subject to the California Public records Act (California Government Code section 6250, *et seq.*). MEA 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. MEA 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 MEA or made available to MEA 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 MEA gives notice of the failure to Contractor, or (ii) violates any ordinance, regulation or other law which applies to its performance herein, 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).

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 MEA 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, MEA 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 MEA'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 MEA. ANY USE OF THE SAMPLES IS AT MEA'S OWN RISK. CONTRACTOR DISCLAIMS ALL LIABILITY OR LOSS IN CONNECTION WITH MEA'S USE OF THE SAMPLES. MEA 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 the MEA. 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 Contract 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 MEA, as is evidenced in writing.

18. 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.

19. 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. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnification liability is limited to the greater of the fees paid to Contractor by MEA under this Agreement or the proceeds recovered under Contractor's insurance.

20. 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.

21. ENERGY SAVINGS:

MEA 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 Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 23. NOTICES below.

23. 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: MEA; Attn.: Beckie Menten

MEA Address: 781 Lincoln Ave., Suite 300

San Rafael, CA 94901

Telephone No.: (415) 464-6034

Notices shall be given to Contractor at the following address:

Contractor: PlanetEcosystems, Inc.; Attn.: V. Rory Jones

Address: 2480 Poppy Dr

Burlingame, CA 94010

Telephone No.: (650) 218 4000

24. ACKNOWLEDGEMENT OF EXHIBITS



Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.



Scope of Services

EXHIBIT B.



Fees and Payment

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

APPROVED BY

Marin Energy Authority:

By: 
Executive Officer

CONTRACTOR:

By: 
Name: V. Rory Jones, President, PlanetEcosystems, Inc.

By: N/A
Chairman

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)

Energy Efficiency Program for 2013-2014
Phase 1 Scope of Work
PlanetEcosystems, Inc.

Overview & Functionality Descriptions

This Statement of Work outlines initial services ("Phase 1 Services") to be provided by PlanetEcosystems, Inc. (PEI) in support of the web services portion of Marin Energy Authority's (MEA's) *Energy Efficiency Program for 2013-2014* (EEP), as set forth in the Program Implementation Plan submitted to the California Public Utilities Commission. These services described are primarily the integration of PEI web tools and services into MEA's existing web presence, the setup and configuration of those PEI tools and services for MEA's use, and the license for the use of those tools and services.

A new, unique technology underlying several aspects of PEI's tools and services is utility system optimization, a process by which utility consumers receive greater value from their utility systems (electric, gas and water) for lower net spending and consumption. Under this approach, consumers may manage their utility systems and service supply in a more rapid, easily understood way than ever before. In short, the approach uses each consumer's wants and needs (such as utility bill savings, improved living conditions, lower carbon footprint, etc.) to help them optimize and manage their utility systems. Moreover, other barriers to consumer action (finding contractors, rebates, deals, etc.) are minimized by the technology, which also facilitates deeper, ongoing relationships to be developed with each consumer.

By maximizing their upside, while minimizing the effort and expense need they need to take action, MEA consumers will both receive superior value and savings from MEA services, and will be maximally inspired to undertake demand reduction actions, such as:

- Early equipment retirement/replacement to lower consumption (e.g. replace fridges)
- Equipment improvements to lower consumption (e.g. installing insulation)
- Behavioral changes to lower consumption (e.g. turning off PCs when not in use)
- Equipment installation to lower service demand (e.g. installing solar panels)

The technology platform implemented in Phase 1, providing such web services to MEA, will include the following web portals and tools for MEA's Single- and Multi-Family markets; additional functionality will be added in subsequent work phases, beyond Phase 1, and addressed in subsequent agreements:

Web Portals for Single and Multifamily

Principal stakeholders will gain access to MEA utility optimization and management tools and services through the following portals to the PEI technology platform, configured to

reflect MEA's brand and style; each portal is designed for the needs of each principal stakeholder, as described below:

Consumer Portal: An integrated set of tools accessible by MEA customers. This portal provides consumers with the following tools, described subsequently below; a Utility System Optimizer to assist with easy system management and reconfiguration planning; several Marketplace and other tools that enable action by connecting customers to qualified service and equipment vendors, financing, and applicable incentives.

Vendor Portal: A set of tools accessible to approved MEA EEP service providers, such as contractors, auditors, etc., to promote a consistent and efficient provision of service to consumers.

Program Administration: MEA program staff will have secure access to on-line tools for analysis, reporting, and content management for information updates and database maintenance.

Site Management and Operations:

PEI provides management and operations activities for the web portal technology platform; this includes website hosting, security, data management, software and system updates, and technical support.

Key Web Portal Tools

The following suite of tools are made available through the web portals described above, and are designed to provide a consistent service across all stakeholders (consumers, vendors, program administrators, etc.); serving the underlying goals of maximizing consumer benefits, making the process of taking action easy, and thereby inspiring the greatest demand reduction actions.

Utility System Optimizers: As outlined above, these tools prescribe optimized actions for consumers, allowing them to capture more from their utility systems according to their wants and needs. PEI's optimization technology is manifested in three tools (Campaign, Consumer, and Pro optimizers), two of which will be utilized within the web portals described previously:

Consumer Optimizer: Pre-filled with each consumer's estimated information, this short, quick tool is available to consumers to develop optimized action plans, together with the estimated net upside for each consumer to motivate action. This tool is available on the web, and may be used on a tablet.

'Pro' Optimizer: Designed for professionals, such as auditors, contractors, and skilled consumers, this tool provides a more detailed review of consumer utility.

Contractor Marketplaces: Connects consumers with qualified service providers for energy retrofits relevant to consumer's specific plans of action.

Equipment Provider Marketplaces: Connects consumers with vendors of equipment; the tool also includes features that allow narrowing down to equipment and providers that are relevant to each consumer's specific plans.

Rebate and Incentive Tools: Helps find incentives and rebates; includes features that allow a narrowing down to those that are relevant to each consumer's plans. Automatic rebate and incentive submissions conducted where system capability may be readily set up.

Services Functionality & Roll-Out Schedule

In Phase 1, PEI will provide the Technology Services described above, and associated Program Management, for the Single- and Multi Family sub-programs as described below:

Program Management:

PEI will manage web portal implementation activities to fulfill MEA's Single- and Multi Family sub-programs; including website design and integration, technology platform vendors engagement and management; education/training for key MEA web portal stakeholders. Additionally, PEI will work with MEA to begin planning for the inclusion of small commercial, finance, and technology tools in the second Phase of implementation.

Technology Services:

PEI will implement the web services described above to fulfill MEA's Single- and Multi Family sub-programs according to the functionality roll-out schedule set out in the table below:

Table 1: PlanetEcosystems Technology Services for MEA				
Portal	Key Component	Description	Delivery	
			SF	MF
Consumer	Consumer Optimizer	2 minute' on-line optimizer for prioritization of water/energy actions	Jan	Jan
	Energy & Water Tips	Tips for health/comfort, maintenance, DIY, etc.	Jan	Jan
	Contractor Marketplace	Qualified contractors directory	Jan	
	Equipment Provider Marketplace	Consumer access to desired equipment providers	Feb	
	Rebates & Incentives Finder	Rebates and incentives available to customers	Jan	
	On-line Applications	On-line consumer applications for finance and rebates	Apr	Apr
Contractor	Pro Optimizer	Detailed home energy assessment for prioritization of water/energy actions	Jan	
	Contractor Resources	Information for local vendors	Feb	
	Portal registration	Input company credentials; access portal resources	Feb	Feb
Administrative	Reporting/Dashboard	Tracking of projects/finance/energy/carbon, etc.	Feb	Feb
	Content Management System (CMS)	Content/data management, customer support	Mar	
Cross-Portal	Website Aesthetic	Configure to match MCE branding, look and feel	Jan	Jan
	Website Architecture	Deliver website architecture	Jan	Jan

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

PlanetEcosystems Fees

All fees will be paid to PEI on a monthly basis after submittal of invoice for work completed.

PEI fees for Phase 1 will be comprised of site configuration and integration fees, startup license, and planning fees:

Site Configuration and Integration Fees = \$11,250:

PEI setup fees will be for configuration of the following MEA on-line services; site integration, data access and updates, forms setup, project costing, pricing, and reporting (details are included in PlanetEcosystems Startup for MEA Document).

Total Labor hours: 80

Hourly rate: \$150/hr

Software Configuration Engineer: \$150/hr for 40 hours

Data Analyst: \$150/hr for 20 hours

Product Manager: \$150/hr for 10 hours

Program Manager: \$150/hr for 10 hours

Startup License Fees = \$5,000:

PEI license fees for above technology services for the Phase1 two month period. The startup license fees are not the equivalent of Phase 2 licensing (should PEI continue), which may be subject to change as part of any future agreements.

Planning Fees = \$3,750:

Planning fees will be to work with MEA staff to leverage web portal technology for all program activities. This includes working with MEA and other selected program consultants to brainstorm strategies for messaging and outreach activities and planning for other web portal tools (e.g. social network, support of finance and commercial programs)

Total Labor hours: 25

Hourly rate: \$150/hr

PEI MEA Program Manager: \$150/hr for 15 hours

PEI MEA Product Manager: \$150/hr for 10 hours

Exhibit C
Minimum Terms

1. Use of the Service is limited to the end user's personal, non-commercial use.
2. Title to and ownership of the Software and Service remain with Contractor and its suppliers.
3. The end user may not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of 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) 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; (f) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means; or (g) make the Service available to any third party as part of any time-sharing or service bureau arrangement.
4. All express and implied warranties regarding the Service by Contractor and its suppliers are disclaimed.
5. All consequential, special, and indirect damages are disclaimed on behalf of Contractor and its suppliers.
6. Contractor is expressly named as an intended third party beneficiary of the terms of service, with the right to enforce its terms directly against the end user.

Exhibit D
Sample Terms of Service

Your privacy is a critical concern for Marin Energy Authority ("Provider.") Read these terms and conditions ("Agreement") thoroughly before accessing or using this website or any service or tool it contains including, but not limited to, any information presented, calculators, calculations, descriptions, or any other material contained or to which a referral is made (collectively, the "Service"). All accessing of the Service is governed by this Agreement. If you ("User") do not agree to this Agreement, you should immediately cease all accessing and usage of the Service.

This website is provided by Marin Energy Authority ("Provider"), and contains Tools developed, supplied and maintained by PlanetEcosystems, Inc. and other organizations.

To the fullest extent permitted by applicable law, Provider and any of its service providers including, but not limited to, PlanetEcosystems, Inc. reserve the right, at their sole discretion, at any time, to modify this Agreement in a manner consistent with applicable laws and regulations. Modifications shall become effective thirty days after being posted or dispatch of an email notifying you of such modifications. User's continued accessing of this website and/or any use of any Tool it contains after notice of such amendments constitutes an acknowledgement and acceptance of Agreement and its modifications. It is highly recommended that User checks this Agreement for any changes prior to any accessing and/or usage of the Service.

1. Notice Required By The Information Practices Act

Any personal information collected from you by the Service is subject to the protections established by the California Information Practices Act of 1977 ("Information Practices Act") (Civil Code, sections 1798 et seq.). Personal information includes, but is not limited to, your name, social security number, home address, telephone number, and energy usage.

Provider and associated local energy programs and service providers, provides local residents and business owners with financing and solutions for energy and water efficiency retrofits. The purpose of the Service is to make it easier for applicable utility consumers to get information about the programs and solutions relating to their utility systems, and then, if User specifically requests, to help connect them with contractors and/or vendors to conduct the work and financing for the energy and water efficiency-related improvements. Participation is voluntary. Therefore, if you submit information into the Service, including information that may be considered personal as defined by the Information Practices Act, you agree and acknowledge that you are providing such information voluntarily, and that you are consenting to the disclosure of your personal information subject to the terms and conditions provided in this Agreement.

Pursuant to Section 1798.17 of the Information Practices Act, you are hereby provided the following notice:

1. This information is being requested by Provider.
2. The Provider is responsible for the system of records and shall, upon your request, inform you regarding the location of your records and the categories of any persons who use the information in those records. You have a right to access records with your personal information maintained by Provider.
3. Provider is authorized to maintain your information by California Streets and Highways Code sections 5898.20, et. Seq.
4. Each item of information you submit to Provider is entirely voluntary. This program is optional, and designed to assist you with making and financing energy and water efficiency improvements to your property.
5. The potential consequences of not providing all or any part of the requested information in the Service include but are not limited to; an inability to provide you the best information, and an inability to properly connect you with contractors, utilities, financial institutions and other participating partners to facilitate your energy and water efficiency upgrade project. You may be able to benefit from programs and incentives not provided by Provider contacting the issuing entities directly, outside of the Service.
6. The principal purposes for collecting this information ("Principal Purposes") include but are not limited to:

1. providing you with information about energy and water efficiency system upgrades, incentives, potential savings, contractors and financing;
2. connecting you directly with contractors, utilities, financial institutions and other participating partners to facilitate your energy and water efficiency system upgrade project;
3. reporting program information for activities funded by the American Recovery and Reinvestment Act of 2009 to the U.S. Department of Energy and other similar programs;
4. sharing program information with certain other entities including, state and local governments and related agencies, research organizations and others;
5. monitoring, verification and evaluation of energy and water efficiency system projects;
6. monitoring the expenditure of public funds for fraud, waste and abuse; and
7. research and analysis of the types and effectiveness of energy and water efficiency system upgrade projects;

Participating in Provider programs and submittal of your personal information into the Service requires your voluntary consent to disclose your personal information for the Principle Purposes described above, at any time without limitation after you submit the information, except that your personal information will only be disclosed to those specific contractors or financial institutions which you expressly authorize by further specific consent unless compelled by a court of law.

2. License Grant

Subject to the terms and conditions of this Agreement, Provider grants you a non-exclusive, non-transferable license to use the Service solely for your personal, non-commercial use.

3. Restrictions.

You may not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service; (iii) reverse engineer or otherwise derive the software underlying the Service; (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) 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; (f) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means; or (g) make the Service available to any third party as part of any time-sharing or service bureau arrangement.

4. Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ANY OF ITS SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, PLANETECOSYSTEMS, INC. MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SERVICE AND DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION SET FORTH ABOVE MAY NOT APPLY TO YOU.

5. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PROVIDER NOR ANY OF ITS SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, PLANETECOSYSTEMS, INC. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SPONSORS, ENDORSERS, ADVISORS, LICENSORS, OR ANY OTHER PARTY INCLUDING THOSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICE AND/OR RELATED MATERIAL WILL BE HELD RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR INCORRECT INFORMATION, TYPOGRAPHICAL ERRORS, ACCURACY, CONTENT, TIMELINESS, COMPLETENESS, LEGALITY, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY OR DECENCY OF ANY INFORMATION, ADVICE, CONTENT, MATERIAL, SERVICE, PRODUCT OR MERCHANDISE CONTAINED ANYWHERE ON THE SERVICE OR REFERRED TO BY SAME.

NEITHER PROVIDER NOR ANY OF ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST

PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INFORMATION CONTAINED IN IT OR REFERRED TO BY IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF PROVIDER AND/OR ANY OF ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES EVEN IF IT CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. AMONG OTHERS, SUCH DAMAGES MAY RESULT OR ARISE FROM; (A) THE USE OF AND RELIANCE ON INFORMATION PROVIDED THE SERVICE; (B) THE INABILITY TO USE THE SERVICE; (C) MISTAKES, OMISSIONS, INTERRUPTIONS, SUSPENSION, TERMINATION, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION THOSE THAT RESULT FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICE; (D) MERCHANDISE, PRODUCTS, OR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR AFFILIATED PROPERTIES AND MERCHANDISE, PRODUCTS, OR SERVICES RECEIVED THROUGH OR ADVERTISED OR IN ANY WAY PRESENTED ON ANY LINKS PROVIDED ON THE SERVICE OR ON THOSE AFFILIATED PROPERTIES; (E) INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR ITS AFFILIATED PROPERTIES, AND INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON ANY LINKS PROVIDED ON THE SERVICE OR ON AFFILIATED PROPERTIES; AND (F) ANY INFORMATION, DATA, TEXT, MESSAGES AND OTHER MATERIALS THAT USER EMAILS, POSTS, UPLOADS, REPRODUCES, TRANSMITS OR OTHERWISE DISTRIBUTES USING THE SERVICE AND/OR RELATED SYSTEMS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW CERTAIN RESTRICTIONS, EXCLUSIONS OR LIMITATIONS OF LIABILITY, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IF USER IS DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY PART OF AGREEMENT, USER'S SOLE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

6. Indemnification

To the fullest extent permitted by applicable law, User agrees to indemnify and hold Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. their respective parents, subsidiaries, affiliates, directors, officers and employees, harmless from any claim or demand, including all fines, suits, proceedings, claims, causes of action, demands, losses or liabilities of any kind or of any nature, and including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, violation of this Agreement, or infringement by User, or other user of the Service using User's facilities, of any intellectual property or any other right of any person or entity.

7. Third-Parties

The Service may include links to other websites on the Internet that are owned and operated by third parties. User acknowledges that Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. are not responsible for any content related to or product obtained from any third-party site including, but not limited to, its correctness, accuracy, timeliness, completeness, legality, reliability, availability, quality, suitability or decency. The User should contact the administrator or webmaster for those third-party websites if User has any concerns regarding such links or the content located thereon. The User's use of third-party websites is subject to the terms and conditions of each of those websites; Users are encouraged to review those terms and conditions. User acknowledges that any reliance on representations and warranties provided by any third party shall be at User's own risk. In addition, Provider and its service providers make no warranties or representations whatsoever with regard to information obtained from third party data sources and used by the Service; User acknowledges that reliance on such information is at User's own risk. Provider and its service providers make no warranties or representations as the accuracy of the information supplied by or to any third parties.

8. Governing Law

This Agreement shall be construed and interpreted according to the substantive law of California and all disputes will be resolved in the state and federal courts located in Marin County, California. Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. make no representation that the Service are appropriate, legal or available for use in other locations. The User is responsible for compliance with any such laws. User may not use the Service in any way that violates state, federal, or international laws, regulations or other government requirements. The User further agrees not to use the Service to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

9. Modifications and Interruptions

Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. reserve the right to modify or discontinue the Service, in whole or in part, at any time without notice to the User. Provider and its service providers shall not be liable to User or any third party should Provider and/or its service providers exercise their right to modify or discontinue the Service. User acknowledges and accepts that Provider and its service providers do not guarantee continuous, uninterrupted or secure access to the Service, and operation of the Service may be interfered with or adversely affected by numerous factors or circumstances outside its control.

10. Intellectual Property

The Service and all intellectual property rights in the Service, all content included or available on the Service including, but not limited to, trademarks, calculations, algorithms, website design, Tool design, text, graphics, interfaces, and the selection and arrangements thereof ("Content") and any of the Provider's or its service providers' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to you or used by Provider in providing the Service ("Technology") are the property of Provider and/or its service providers and/or third parties. Any use of such materials including, but not limited to, reproduction for purposes other than those noted herein, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Provider and/or its service providers and/or third parties, as appropriate, is strictly prohibited. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Service, the Content or the Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Technology. All rights not expressly granted to you are reserved to Provider.

11. Entity

You represent and warrant that you are an actual person, of eighteen years of age or older, that you possess the right to provide the information submitted, and that the information submitted is accurate, complete and truthful.

12. No Recourse against Constituent Members of Provider:

Provider 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. Provider shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. You shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Provider's constituent members in connection with this Agreement.

13. Privacy

Provider and its service providers will comply with the requirements of California Public Utilities Commission Decision 12-08-045.

13. Notices

You are responsible for updating your data to provide Provider with your most current email address. In the event that the last email address you have provided to Provider is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Provider's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Provider pursuant to this Agreement should be sent to Marin Energy Authority, 781 Lincoln Ave suite 300, San Rafael, CA 94901.

14. General

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersede and merge all prior discussions between the parties with respect to such subject matters. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and

enforceable to the maximum extent permitted by law. You acknowledge and agree that Planet Ecosystems is a third party beneficiary of this Agreement.

Exhibit E

Sample Privacy Policy

Your privacy is a critical concern for Provider and its service providers, including PlanetEcosystems, Inc. Except as set forth in the Privacy Policy, under no circumstances will Provider and its service providers sell or share any personal information about you to or with any other person or organization except: as expressly authorized by you or as may be required by law or court order. This Privacy Policy, as set forth below, describes the standards we adhere to in handling information about you, your property, and your use of any of the Service. Capitalized terms not defined herein have the meaning ascribed to such term in the Terms of Service.

1. Information Collected

Personal Information

This website may prompt a user of the Service, depending on the user's actions and requests, for personal or secure login information. For example, when a user attempts to store updates to their property characteristics or to save their on-line project files for later retrieval, the necessary information to create or access a password-protected account for that user may be requested. Additionally, when such an active account user requests and authorizes project files or other information to be released to one or more third-party vendors, the user may be prompted to provide more personal information for the purpose of facilitating such contact with those vendors.

Examples of the types of personal and property-related information that our website may collect include:

1. Email Address(es)
2. Account User Name(s)
3. Personal Password(s)
4. Names
5. Site or Property Address(es)
6. Contact Phone Number(s)
7. Type and Physical Characteristics of Buildings on Site or Property
8. Tax Lot or Other Property Identifying Information
9. Property Use Characteristics
10. Size of Site or Property

Technical information

We collect and track certain technical information to promote a beneficial experience. We may also use technical information to store your preferences and make future visits to this website quicker for you.

1. Cookies – a cookie is a small file stored on a user's computer that contains information about the user. We use either session ID cookies (which terminate once a browser is closed) or persistent cookies (which are small text files stored on a user's hard drive for an extended period of time). Cookies allow us to understand how and when you use our website, but they cannot be used to track personal information such as email address or phone number. Cookies also allow us to store the personal preferences that you set during each visit to our sites which can speed up your future visits.

2. Log files – This website uses log files to track how it is being accessed and used. Log files track anonymous user information such as IP addresses, browser types, Internet service providers, referring and exit pages, platform type, date and time stamps, and number of clicks to, from, and within our sites. Web logs are tracked only on Provider servers and those of our service providers and do not place anything on your computer.

2. How Your Information is Used

We may share your information with our service providers. You expressly consent to the sharing of your information with our service providers for the sole purpose of providing services to you.

How we share some information with contractors

When you submit your information to this website and you authorize and request that it is shared with contractors and/or vendors, your information is used to match you with, and is transmitted to, contractors and/or vendors who you specifically select who can best serve your needs to facilitate their direct contact with you.

How we internally use technical information to improve performance

This website uses technical information such as cookies and web logs to understand how our websites are being used and their effectiveness in promoting energy demand reduction and water efficiency. We can also use cookies to retain your preferences so that when you return to this website, you can navigate more easily without having to re-enter certain information. Additionally, by analyzing the data that cookies and web logs provide, we can determine how to improve our web sites and outreach campaigns to better serve those using this website.

Vendor Communications

By submitting information to this website and by expressly selecting specific contractors and/or vendors through this website, you consent to those contractors and/or vendors contacting you using the contact information you may have provided. In order to stop such communications, you must contact those contractors and/or vendors directly and request that they stop communicating with you.

If you decide to communicate with, and/or purchase products and/or services from any contractor and/or vendor selected by you and who contacted you as a result of an introduction by this website, all further communications with those contractors and/or vendors are not covered under this policy. You should thoroughly read the Privacy Policy of each contractor and/or vendor you select for an introduction in order to make sure that you are comfortable with their policies.

3. Privacy Rules

Provider and its service providers will comply with the requirements of California Public Utilities Commission Decision 12-08-045.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND PLANET ECOSYSTEMS**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day February 8th, 2013 between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and Planet Ecosystems, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA 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 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.

Subject to the terms and conditions of this Agreement, Contractor grants MEA 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 MEA'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. MEA 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 MEA regarding the Software, the Service or any part thereof.

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.

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 **\$250,730**.

5. TIME OF AGREEMENT:

This Agreement shall commence on February 8th, 2013, and shall terminate on December 31, 2013. 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, except pursuant to a transfer of all or substantially all of 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 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:

MEA 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. MEA shall own that software developed for MEA by Contractor to specifications provided by MEA 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. MEA acknowledges that Contractor exclusively owns all rights, title and interest in and to the Software and its derivatives. MEA 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 MEA, its users or other users relating to the Software.

12. CONFIDENTIALITY:

Contractor acknowledges that MEA is a public agency subject to the California Public records Act (California Government Code section 6250, *et seq.*). MEA 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. MEA 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 MEA or made available to MEA 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 MEA gives notice of the failure to Contractor, or (ii) violates any ordinance, regulation or other law which applies to its performance herein, 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).

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 MEA 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, MEA 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 MEA'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 MEA. ANY USE OF THE SAMPLES IS AT MEA'S OWN RISK. CONTRACTOR DISCLAIMS ALL LIABILITY OR LOSS IN CONNECTION WITH MEA'S USE OF THE SAMPLES. MEA 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 the MEA. 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 Contract 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 MEA, as is evidenced in writing.

18. 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.

19. 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. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnification liability is limited to the greater of the fees paid to Contractor by MEA under this Agreement or the proceeds recovered under Contractor's insurance.

20. 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.

21. ENERGY SAVINGS:

MEA 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 Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 23. NOTICES below.

23. 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:	MEA; Attn.: Beckie Menten
MEA Address:	781 Lincoln Ave., Suite 300
	San Rafael, CA 94901
Telephone No.:	(415) 464-6034

Notices shall be given to Contractor at the following address:

Contractor:	PlanetEcosystems, Inc.; Attn.: V. Rory Jones
Address:	2480 Poppy Dr
	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 Contract on the date first above written.

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: V. Rory Jones, President, PlanetEcosystems, Inc.

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**

Overview

This Statement of Work for Phase 2 outlines the services to be performed by PlanetEcosystems, Inc. (PEI) in support of Marin Energy Authority's (MEA's) *Energy Efficiency Program for 2013-2014* (EEP), as approved by the California Public Utilities Commission on November 18, 2012. This description of PEI services reflects the program set out in the Program Implementation Plan submitted to the California Public Utilities Commission, and are addressed herein in the following areas:

Web Portal Services: Web services and tools supporting several of MEA's EEP sub-programs; Single Family, Multi-Family, and Finance sub-programs.

Demand Reduction Activities for the Single Family Sub-Program: Activity, technology and management of the four components of the EEP's Single Family sub-program; Direct Engagement, Neighborhood Consultations, High-Load Consultations, and School Program initiatives.

Demand Reduction Activities for Other MEA Sub-Programs: Limited outreach engagement activities supporting MEA's Multi-Family and Finance sub-programs.

These services will be delivered in an integrated fashion across MEA EEP sub-programs for superior program outcomes; demand reduction, consumer savings and other benefits, etc. Moreover, these services will be configured to support and complement the Energy Upgrade California (EUC) program in the MEA service area; substantively reducing the complexity and other consumer barriers to whole-house, basic, and future flex package benefits, while leveraging EUC outreach, branding and other consumer engagement activities.

Web Portal Services

This description of web portal services sets out the various services that will be provided in support of MEA's EEP sub-programs. These services provide a consistent basis and platform for outreach and engagement activities, as well as support certain specific demand reduction initiatives and activities.

A key technology underlying several aspects of PEI's services and related tools is utility system optimization, a process by which utility consumers receive much more from their utility systems (electric, gas and water) for markedly lower costs and consumption. In this approach, consumers are able to manage their utility systems and service supply in a much more rapid, easily understood way than ever before. In short, the approach uses each consumers wants and needs (such as utility bill savings, improved living conditions, lower carbon footprint, etc.) to help them manage and optimize their utility systems. Further, other barriers to consumer action (such as finding contractors, rebates, deals, etc.) are minimized by the technology, which also facilitates deep ongoing relationships to be developed with each consumer.

By maximizing their upside, while minimizing the effort and expense need they need to take action, MEA consumers will both receive superior value and savings from MEA services, and will be maximally inspired to undertake demand reduction actions, such as:

- Early equipment retirement/replacement to lower consumption (e.g. replace fridges)
- Equipment improvements to lower consumption (e.g. installing insulation)
- Behavioral changes to lower consumption (e.g. turning off PCs when not in use)

- Equipment installation to lower service demand (e.g. installing solar panels)

The **technology platform** providing MEA's web portal solution supports EEP sub-programs and their respective stakeholders through the following portals and related tools:

Web Portals

Principal stakeholders gain access to relevant tools and services through portals to the PEI technology platform; each portal is designed for the needs of each principal stakeholder, as described below:

Consumer Portal: An integrated set of tools accessible by MEA customers. This portal provides consumers with the following tools, described subsequently below; a Utility System Optimizer to assist with easy system management and reconfiguration planning; several Marketplace and other tools that enable action by connecting customers to qualified service and equipment vendors, financing, and applicable incentives; and Consumer Relationship tools utilizing social networking and other mechanisms to engage consumers and develop ongoing relationships with them.

Vendor Portal: A set of tools accessible to approved MEA EEP service providers, such as contractors, auditors, Energy Advisors, etc., to promote a consistent and efficient provision of service to consumers. With these tools, contractors and others will have the ability to securely upload company/other material, manage their MEA-related consumer obligations, and even receive information sent by consumers.

Program Administration: MEA program staff will have secure access to on-line tools to administer the MEA EEP. Administrative tools and services include securely accessed custom and ad-hoc reporting, dashboard, analytic tools, and a content management system that provides for information updates and database maintenance.

Site Management and Operations:

PEI provides management and operations activities for the web portal technology platform. This includes website hosting by PEI; security, data management, software and system updates, technical support, and related services.

Key Web Portal Tools

The following suite of tools are made available through the web portals described above, and are designed to provide a consistent service across all stakeholders (consumers, vendors, program administrators, etc.); serving the underlying goals of maximizing consumer benefits, making the process of taking action easy, and thereby inspiring the greatest demand reduction actions.

Utility System Optimizers: As outlined above, these tools prescribe the optimal actions for each consumer, allowing them to capture the most from their utility systems according to their wants and needs. Versions of this technology are manifested in three tools, two of which will be utilized within the web portals described previously:

Campaign Optimizer: This tool is used to compile mass-customized outbound messaging to engage certain groups of consumers; note that all messaging will be developed with full participation and approval of MEA management and marketing. This tool utilizes consumption and other information to remotely derive utility system optimization plans for each consumer engaged; the output information, comprising the likely most attractive outcome for each consumer, is utilized in outbound engagement messaging.

Consumer Optimizer: Pre-filled with each consumer's estimated information, this short, quick tool is available to every consumer to develop optimized action plans, together with the estimated net upside for each consumer to motivate action. This tool is available on the web, and may be used on a tablet.

'Pro' Optimizer: Designed for professionals, such as auditors, contractors, and skilled consumers, this tool's more detailed review of consumer utility systems is very effective for consumers with 'big-ticket' opportunities; in-person advice provides elevated consumer reassurance and confidence.

Service Provider Marketplaces: Connects consumers with service vendors; this tool can refer any consumer to any qualified service provider (HVAC, electrician, etc.), passing along relevant information, bids and scheduling as requested by the consumer. The tool also includes features that allow narrowing down referrals to providers that are relevant to each consumer's plans.

Finance Provider Marketplaces: Helps consumer find financing; choosing between types and vendors (bank, equity credit, PACE, OBF, etc.); passing along information as requested, and includes features that allow a narrowing down to financing that is relevant to the consumer's plans.

Equipment Provider Marketplaces: Connects consumers with vendors of equipment; the tool also includes features that allow narrowing down to equipment and providers that are relevant to each consumer's plans.

Rebate and Incentive Tools: Helps find incentives and rebates; includes features that allow a narrowing down to those that are relevant to each consumer's plans. Automatic rebate and incentive submissions conducted where system capability may be readily set up.

Social Competition & Gaming: Engaging social network-based tools and features that leverage known gamification techniques to bring consumers to the program and motivate action.

Consumer Management Tools: Functionality that helps consumers get a better understanding of their utility bills, manage their projects and goals, and develop a trusted relationship with MEA over the web. Key functions include alerts (highlighting new gains/opportunities, changes in utility status, pricing, etc. and other changes), bill analysis and insights and other functions.

Demand Reduction Activities for the Single Family Sub-Program

PEI will be the primary contractor to MEA for delivery of the four activities of the Single-Family Utility Demand Reduction sub-program. Service descriptions and budget amounts are provided below (note that a budget summary is provided in Appendix A). PEI will provide all Program Management and Technology Services, and will engage, subcontract fulfillment and manage Outreach Activities.

Program Management:

Services: PEI will manage all activities necessary to fulfill MEA'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 MEA 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 \$42,000.

Total Labor hours: 280

Hourly rate: \$150/hr

Program Manager: \$150/hr for 280 hours

Technology Services:

Services: The Single-Family Demand Reduction sub-program will utilize the services described above in *Web Portal Services*; comprising the three web portals and their tools, supporting the respective outreach engagement activities.

Deliverable(s):

- 1) Software-as-a-service (SaaS), includes use of software (as per PEI Web Portal Services Table), systems operations, hosting, maintenance, hardware, software updates, and stakeholder training.
- 2) Configuration of core and Single-family sub-program functionality features to be implemented including social network tools, consumer management tools, on-line applications, forms setup for low carbon preference, finance marketplace, and content management.
- 3) Technical support for data maintenance and reporting to include utility rates, contractor directory, property, rebates, finance data, and program reporting.

Costs: PEI Technology Service costs for above deliverables include:

1. Subscription (recurring) fees: paid on a monthly basis as per technology the rollout schedule
2. Configuration of remaining features not implemented in Phase 1 and Tech Support for Data Maintenance fees (non-recurring)

Subscription Fees for Single-Family SaaS (Recurring) = \$69,000:

Core License: \$5,000/month

Single-Family License: \$1,900/month

Configuration and Data Maintenance Fees (Non-Recurring) = \$46,200:

Total Labor hours: 308

Hourly rate: \$150/hr

Software Configuration Engineer: \$150/hr for 120 hours

Data Analyst: \$150/hr for 128 hours

Product Manager: \$150/hr for 60 hours

Outreach Activities:

Each of the four engagement activities of MEA's Single-Family Demand Reduction sub-program are described in turn, below; addressing activities, deliverables, and costs:

Direct Engagement

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, as agreed with MEA. The initial pilot offering will focus on 20,000 homes. 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 MEA staff.

Deliverable(s): Energy Reports initially focusing on 4,380 consumers.

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

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

Total UMRs: 20,000 in 2013

Estimated total cost: \$10,000 for outbound mailer task fulfillment.

Neighborhood Consultations

Activity: Door-to-door canvassing by Energy Advisors (EAs), equipped with utility system optimizer technology on tablets, to specific neighborhoods and households (based on their pre-estimated demand reduction potential). Integrating the web tool into the programs of social groups formed with the goal of reducing greenhouse gas emissions. Likely sub-contract partners include Rising Sun and/or Resilient Neighborhoods. EAs will use optimizer tools (as described previously) to assist consumers in capturing the benefits of undertaking demand reduction measures.

Deliverable(s): On-Line Action Plans (derived via "Consumer Optimizer") to 100 homes in 2013.

Costs: Cost per consumer canvassed estimated to be \$25. Estimated total cost: \$2,500.

High Load Consultations

Activity: Extended in-home 'diagnostic' visits by Advanced EAs (AEAs), also equipped with utility system optimizer technology on tablets, to specific households (based on their pre-estimated demand reduction potential). The AEAs will use the 'Pro' utility system optimizer tool to advise consumers of the benefits and ease of optimizing their utility systems. Likely sub-contract partners include certain Marin and City of Richmond based energy auditors, and/or Rising Sun.

Deliverable: Energy Audits (derived via "Pro Optimizer") to 107 plus homes in 2013

Costs: Cost per consumer diagnosed/audited estimated to be \$140. Estimated total cost: \$15,000.

Schools Program

Activity: Engaging Grade 7-12 students in the Marin and City of Richmond public school system with a variant of the drop-ship install and class-room program provided nationally by Resource Action Programs, Inc. The students will utilize PEI's 'Consumer Tool' to generate Action Plans in a program developed with teachers; including social features for classroom and intra-school competitions.

Deliverable(s): Classroom instruction guides and materials, installation kit for student homes, on-line action plans, competition framework

Costs: \$12,200 to reach 2 schools and a total of 1,225 students in Marin and City of Richmond schools in 2013. An additional estimated \$24,500 to pay for 'kits' for these students, containing light energy efficiency measures to be installed at the home.

Demand Reduction Activities for the Other MEA Sub-Programs

PEI will also provide web-portal services in support of MEA's Multifamily, and Finance Sub-Programs. Service descriptions and budget amounts are provided below (note that a budget summary is provided in Appendix A).

Multi-Family Sub-Program

Program Management:

Services: PEI will manage MEA's Multi-Family sub-program web portal technology.

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

Costs: Program Management costs will be \$4,200 over the contract period.

Total Labor hours: 28

Hourly rate: \$150/hr

Program Manager: \$150/hr for 28 hours

Technology Services:

Services: The Multi-Family Demand Reduction sub-program will utilize the services described above in *Web Portal Services*; comprising the web portals and their tools.

Deliverable(s):

- 1) Software-as-a-service (SaaS), includes use of software (as per PEI Web Portal Services Table), systems operations, hosting, maintenance, hardware, software updates, and stakeholder training.
- 2) Configuration of Multi-family sub-program specific functionality features to be implemented including multi-family forms setup for all customer segments, and property owner/tenant profiles.
- 3) Technical support for data maintenance and reporting to include multi-family contractor directory, multi-family rebates, and multi-family sub-program reporting.

Costs: PEI Technology Service costs for above deliverables include:

1. Subscription (recurring) fees: paid on a monthly basis as per technology the rollout schedule
2. Configuration and Tech Support for Data Maintenance fees (non-recurring)

Subscription Fees for Multi-Family SaaS (Recurring) = \$13,500:

Multi-Family License: \$1350/month

Configuration and Data Maintenance Fees (Non-Recurring) = \$3,600:

Total Labor hours: 24

Hourly rate: \$150/hr

Software Configuration Engineer: \$150/hr for 10 hours

Data Analyst: \$150/hr for 8 hours

Product Manager: \$150/hr for 6 hours

Finance Sub-Program

Program Management:

Services: PEI will manage MEA's Finance sub-program web portal technology.

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

Costs: Program Management costs will be \$1,200 over the contract period.

Total Labor hours: 8

Hourly rate: \$150/hr

Program Manager: \$150/hr for 8 hours

Technology Services:

Services: The Finance sub-program will utilize relevant services described above in *Web Portal Services*; as integrated within the three web portals and their tools.

Deliverable(s):

- 1) Software-as-a-service (SaaS), includes use of software (as per PEI Web Portal Services Table), systems operations, hosting, maintenance, hardware, software updates, and stakeholder training.
- 2) Configuration of finance sub-program functionality to be implemented including administrative support features and on-line applications.
- 3) Technical support for data maintenance and reporting of finance and project data.

Costs: PEI Technology Service costs for above deliverables include:

1. Subscription (recurring) fees: paid on a monthly basis as per technology the rollout schedule
2. Configuration and Tech Support for Data Maintenance fees (non-recurring)

Subscription Fees for Finance SaaS (Recurring) = \$5,500:

Finance License: \$550/month

Configuration and Data Maintenance Fees (Non-Recurring) = \$1350:

Total Labor hours: 9

Hourly rate: \$150/hr

Software Configuration Engineer: \$150/hr for 3 hours

Data Analyst: \$150/hr for 4 hours

Product Manager: \$150/hr for 2 hours

Services Functionality & Roll-Out Schedule

For Phase 2, PEI will provide the Technology Services described above, and associated Program Management, for the Single Family, Multi Family, and Finance sub-programs as depicted in the table below.

	Function	Key Component	Description	Sub-Program		
				SF	MF	FIN
Cross Program Web Portal Services	Consumer	Consumer Optimizer	2 minute' on-line optimizer for prioritization of water/energy actions	Feb	Feb	Jun
		Energy & Water Tips	Tips for health/comfort, maintenance, DIY, etc.	Feb	Feb	Feb
		Contractor Marketplace	Qualified contractors directory	Feb		
		Equipment Provider Marketplace	Consumer access to desired equipment providers	Mar		
		Rebates & Incentives Finder	Rebates and incentives available to customers	Feb		
		Finance Marketplace		Apr	Apr	Jul
		Social Network Tools	Neighborhood comparisons of similar structures, community competitions, contactor reviews, etc.	May		
		On-line Applications	On-line consumer applications for finance and rebates	Apr	Apr	Jul
	Contractor	Pro Optimizer	Detailed home energy assessment for prioritization of water/energy actions	Feb		
		Contractor Resources	Information for local vendors	Feb		
		Portal registration	Input company credentials; access portal resources	Feb	Feb	Jul
	Administrative	Reporting/Dashboard	Tracking of projects/finance/energy/carbon, etc.	Feb	Feb	Feb
		Content Management System (CMS)	Content/data management, customer support	Mar		
	Outreach Activities	Direct (Outbound) Engagement	Campaign Optimizer	Jul		
		Neighborhood Consultations	Consumer Optimizer	Jul		
		High Load Consultations	Professional Optimizer	Jul		
		School Challenge	Cons Optimizer/Energy Kits	Jul		

Exhibit B

Budget Summary and Projected Payment Schedules

Task	Subtask	Unit	Unit count	Unit cost	Total amount		Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Technology Services	Core Licensing	Month	10	\$ 5,000	\$50,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Single Family Licensing	Month	10	\$ 1,900	\$19,000		\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900
	Configuration and Tech Support Services	Hours	308	\$ 150			47	47	47	47	47	15	15	15	15	15
	Total Cost				\$46,200		\$6,990	\$6,990	\$6,990	\$6,990	\$6,990	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
	Program Management	Hours	280	\$ 150			28	28	28	28	28	28	28	28	28	28
	Total Cost				\$42,000		\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200
Total					\$157,200		\$18,090	\$18,090	\$18,090	\$18,090	\$18,090	\$13,350	\$13,350	\$13,350	\$13,350	\$13,350
Direct Engagement	Outbound Mailers	Report	20,000	0.50							3333	3333	3333	3333	3333	3333
	Total Cost				\$10,000						\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667
	Neighborhood Canvassing	Home	100	\$ 25							17	17	17	17	17	17
	Total Cost				\$2,500						\$417	\$417	\$417	\$417	\$417	\$417
	High Load Consultations	Home	107	\$ 140							18	18	18	18	18	18
	Total Cost				\$14,980						\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497
	Schools Program	Schools	2	\$ 6,100	\$12,200						\$2,033	\$2,033	\$2,033	\$2,033	\$2,033	\$2,033
		Kits	1,225	\$ 20							204	204	204	204	204	204
	Total Cost				\$24,500						\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083
Total					\$64,180						\$10,697	\$10,697	\$10,697	\$10,697	\$10,697	\$10,697
Multifamily	Program Management	Hour	28	\$ 150			3	3	3	3	3	3	3	3	3	3
	Total Cost				\$4,200		\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420
	Multifamily licensing	Month	10	\$ 1,350	\$13,500		\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350
	Configuration and Tech Support Services	Hour	24	\$ 150			2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
	Total Cost				\$3,600		\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360
Total					\$21,300		\$2,130	\$2,130	\$2,130	\$2,130	\$2,130	\$2,130	\$2,130	\$2,130	\$2,130	\$2,130
Financing	Program Management	Hour	8	\$ 150			0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
	Total Cost				\$1,200		\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120
	Finance Licensing	Month	22	\$ 550	\$5,500		\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550
	Configuration and Tech Support Services	Hour	9	\$ 150			0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
	Total Cost				\$1,350		\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135
Total					\$8,050		\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805	\$805
Total Budget					\$250,730		\$21,025	\$21,025	\$21,025	\$21,025	\$31,722	\$26,982	\$26,982	\$26,982	\$26,982	\$26,982

Exhibit C
Minimum Terms

- 1.** Use of the Service is limited to the end user's personal, non-commercial use.
- 2.** Title to and ownership of the Software and Service remain with Company and its suppliers.
- 3.** The end user may not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of 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) 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; (f) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means; or (g) make the Service available to any third party as part of any time-sharing or service bureau arrangement.
- 4.** All express and implied warranties regarding the Service by Contractor and its suppliers are disclaimed.
- 5.** All consequential, special, and indirect damages are disclaimed on behalf of Contractor and its suppliers.
- 6.** Contractor is expressly named as an intended third party beneficiary of the terms of service, with the right to enforce its terms directly against the end user.

Exhibit D
Sample Terms of Service

Read these terms and conditions ("Agreement") thoroughly before accessing or using this website or any service or tool it contains including, but not limited to, any information presented, calculators, calculations, descriptions, or any other material contained or to which a referral is made (collectively, the "Service"). All accessing of the Service is governed by this Agreement. If you ("User") do not agree to this Agreement, you should immediately cease all accessing and usage of the Service.

This website is provided by Marin Energy Authority ("Provider"), and contains Tools developed, supplied and maintained by PlanetEcosystems, Inc. and other organizations.

To the fullest extent permitted by applicable law, Provider and any of its service providers including, but not limited to, PlanetEcosystems, Inc. reserve the right, at their sole discretion, at any time, to modify this Agreement in a manner consistent with applicable laws and regulations. Modifications shall become effective thirty days after being posted or dispatch of an email notifying you of such modifications. User's continued accessing of this website and/or any use of any Tool it contains after notice of such amendments constitutes an acknowledgement and acceptance of Agreement and its modifications. It is highly recommended that User checks this Agreement for any changes prior to any accessing and/or usage of the Service.

1. Notice Required By The Information Practices Act

Any personal information collected from you by the Service is subject to the protections established by the California Information Practices Act of 1977 ("Information Practices Act") (Civil Code, sections 1798 et seq.). Personal information includes, but is not limited to, your name, social security number, home address, telephone number, and energy usage.

Provider and associated local energy programs and service providers, provides local residents and business owners with financing and solutions for energy and water efficiency retrofits. The purpose of the Service is to make it easier for applicable utility consumers to get information about the programs and solutions relating to their utility systems, and then, if User specifically requests, to help connect them with contractors and/or vendors to conduct the work and financing for the energy and water efficiency-related improvements. Participation is voluntary. Therefore, if you submit information into the Service, including information that may be considered personal as defined by the Information Practices Act, you agree and acknowledge that you are providing such information voluntarily, and that you are consenting to the disclosure of your personal information subject to the terms and conditions provided in this Agreement.

Pursuant to Section 1798.17 of the Information Practices Act, you are hereby provided the following notice:

1. This information is being requested by Provider.
2. The Provider is responsible for the system of records and shall, upon your request, inform you regarding the location of your records and the categories of any persons who use the information in those records. You have a right to access records with your personal information maintained by Provider.
3. Provider is authorized to maintain your information by California Streets and Highways Code sections 5898.20, et. Seq.
4. Each item of information you submit to Provider is entirely voluntary. This program is optional, and designed to assist you with making and financing energy and water efficiency improvements to your property.
5. The potential consequences of not providing all or any part of the requested information in the Service include but are not limited to; an inability to provide you the best information, and an inability to properly connect you with contractors, utilities, financial institutions and other participating partners to facilitate your energy and water efficiency upgrade project. You may be able to benefit from programs and incentives not provided by Provider contacting the issuing entities directly, outside of the Service.
6. The principal purposes for collecting this information ("Principal Purposes") include but are not limited to:

1. providing you with information about energy and water efficiency system upgrades, incentives, potential savings, contractors and financing;
2. connecting you directly with contractors, utilities, financial institutions and other participating partners to facilitate your energy and water efficiency system upgrade project;
3. reporting program information for activities funded by the American Recovery and Reinvestment Act of 2009 to the U.S. Department of Energy and other similar programs;
4. sharing program information with certain other entities including, state and local governments and related agencies, research organizations and others;
5. monitoring, verification and evaluation of energy and water efficiency system projects;
6. monitoring the expenditure of public funds for fraud, waste and abuse; and
7. research and analysis of the types and effectiveness of energy and water efficiency system upgrade projects;

Participating in Provider programs and submittal of your personal information into the Service requires your voluntary consent to disclose your personal information for the Principle Purposes described above, at any time without limitation after you submit the information, except that your personal information will only be disclosed to those specific contractors or financial institutions which you expressly authorize by further specific consent unless compelled by a court of law.

2. License Grant

Subject to the terms and conditions of this Agreement, Provider grants you a non-exclusive, non-transferable license to use the Service solely for your personal, non-commercial use.

3. Restrictions.

You may not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service; (iii) reverse engineer or otherwise derive the software underlying the Service; (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) 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; (f) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means; or (g) make the Service available to any third party as part of any time-sharing or service bureau arrangement.

4. Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ANY OF ITS SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, PLANETECOSYSTEMS, INC. MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SERVICE AND DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSION SET FORTH ABOVE MAY NOT APPLY TO YOU.

5. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PROVIDER NOR ANY OF ITS SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, PLANETECOSYSTEMS, INC. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SPONSORS, ENDORSERS, ADVISORS, LICENSORS, OR ANY OTHER PARTY INCLUDING THOSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICE AND/OR RELATED MATERIAL WILL BE HELD RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR INCORRECT INFORMATION, TYPOGRAPHICAL ERRORS, ACCURACY, CONTENT, TIMELINESS, COMPLETENESS, LEGALITY, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY OR DECENCY OF ANY INFORMATION, ADVICE, CONTENT, MATERIAL, SERVICE, PRODUCT OR MERCHANDISE CONTAINED ANYWHERE ON THE SERVICE OR REFERRED TO BY SAME.

NEITHER PROVIDER NOR ANY OF ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST

PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INFORMATION CONTAINED IN IT OR REFERRED TO BY IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF PROVIDER AND/OR ANY OF ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES EVEN IF IT CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. AMONG OTHERS, SUCH DAMAGES MAY RESULT OR ARISE FROM; (A) THE USE OF AND RELIANCE ON INFORMATION PROVIDED THE SERVICE; (B) THE INABILITY TO USE THE SERVICE; (C) MISTAKES, OMISSIONS, INTERRUPTIONS, SUSPENSION, TERMINATION, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION THOSE THAT RESULT FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICE; (D) MERCHANDISE, PRODUCTS, OR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR AFFILIATED PROPERTIES AND MERCHANDISE, PRODUCTS, OR SERVICES RECEIVED THROUGH OR ADVERTISED OR IN ANY WAY PRESENTED ON ANY LINKS PROVIDED ON THE SERVICE OR ON THOSE AFFILIATED PROPERTIES; (E) INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR ITS AFFILIATED PROPERTIES, AND INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON ANY LINKS PROVIDED ON THE SERVICE OR ON AFFILIATED PROPERTIES; AND (F) ANY INFORMATION, DATA, TEXT, MESSAGES AND OTHER MATERIALS THAT USER EMAILS, POSTS, UPLOADS, REPRODUCES, TRANSMITS OR OTHERWISE DISTRIBUTES USING THE SERVICE AND/OR RELATED SYSTEMS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW CERTAIN RESTRICTIONS, EXCLUSIONS OR LIMITATIONS OF LIABILITY, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IF USER IS DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY PART OF AGREEMENT, USER'S SOLE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

6. Indemnification

To the fullest extent permitted by applicable law, User agrees to indemnify and hold Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. their respective parents, subsidiaries, affiliates, directors, officers and employees, harmless from any claim or demand, including all fines, suits, proceedings, claims, causes of action, demands, losses or liabilities of any kind or of any nature, and including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, violation of this Agreement, or infringement by User, or other user of the Service using User's facilities, of any intellectual property or any other right of any person or entity.

7. Third-Parties

The Service may include links to other websites on the Internet that are owned and operated by third parties. User acknowledges that Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. are not responsible for any content related to or product obtained from any third-party site including, but not limited to, its correctness, accuracy, timeliness, completeness, legality, reliability, availability, quality, suitability or decency. The User should contact the administrator or webmaster for those third-party websites if User has any concerns regarding such links or the content located thereon. The User's use of third-party websites is subject to the terms and conditions of each of those websites; Users are encouraged to review those terms and conditions. User acknowledges that any reliance on representations and warranties provided by any third party shall be at User's own risk. In addition, Provider and its service providers make no warranties or representations whatsoever with regard to information obtained from third party data sources and used by the Service; User acknowledges that reliance on such information is at User's own risk. Provider and its service providers make no warranties or representations as the accuracy of the information supplied by or to any third parties.

8. Governing Law

This Agreement shall be construed and interpreted according to the substantive law of California and all disputes will be resolved in the state and federal courts located in Marin County, California. Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. make no representation that the Service are appropriate, legal or available for use in other locations. The User is responsible for compliance with any such laws. User may not use the Service in any way that violates state, federal, or international laws, regulations or other government requirements. The User further agrees not to use the Service to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

9. Modifications and Interruptions

Provider and its service providers including, but not limited to, PlanetEcosystems, Inc. reserve the right to modify or discontinue the Service, in whole or in part, at any time without notice to the User. Provider and its service providers shall not be liable to User or any third party should Provider and/or its service providers exercise their right to modify or discontinue the Service. User acknowledges and accepts that Provider and its service providers do not guarantee continuous, uninterrupted or secure access to the Service, and operation of the Service may be interfered with or adversely affected by numerous factors or circumstances outside its control.

10. Intellectual Property

The Service and all intellectual property rights in the Service, all content included or available on the Service including, but not limited to, trademarks, calculations, algorithms, website design, Tool design, text, graphics, interfaces, and the selection and arrangements thereof ("Content") and any of the Provider's or its service providers' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to you or used by Provider in providing the Service ("Technology") are the property of Provider and/or its service providers and/or third parties. Any use of such materials including, but not limited to, reproduction for purposes other than those noted herein, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Provider and/or its service providers and/or third parties, as appropriate, is strictly prohibited. Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Service, the Content or the Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Technology. All rights not expressly granted to you are reserved to Provider.

11. Entity

You represent and warrant that you are an actual person, of eighteen years of age or older, that you possess the right to provide the information submitted, and that the information submitted is accurate, complete and truthful.

12. No Recourse against Constituent Members of Provider:

Provider 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. Provider shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. You shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Provider's constituent members in connection with this Agreement.

13. Privacy

Provider and its service providers will comply with the requirements of California Public Utilities Commission Decision 12-08-045.

13. Notices

You are responsible for updating your data to provide Provider with your most current email address. In the event that the last email address you have provided to Provider is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Provider's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Provider pursuant to this Agreement should be sent to Marin Energy Authority, 781 Lincoln Ave suite 300, San Rafael, CA 94901.

14. General

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersede and merge all prior discussions between the parties with respect to such subject matters. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and

enforceable to the maximum extent permitted by law. You acknowledge and agree that Planet Ecosystems is a third party beneficiary of this Agreement.

Exhibit E

Sample Privacy Policy

Your privacy is a critical concern for Provider and its service providers, including PlanetEcosystems, Inc. Except as set forth in the Privacy Policy, under no circumstances will Provider and its service providers sell or share any personal information about you to or with any other person or organization except: as expressly authorized by you or as may be required by law or court order. This Privacy Policy, as set forth below, describes the standards we adhere to in handling information about you, your property, and your use of any of the Service. Capitalized terms not defined herein have the meaning ascribed to such term in the Terms of Service.

1. Information Collected

Personal Information

This website may prompt a user of the Service, depending on the user's actions and requests, for personal or secure login information. For example, when a user attempts to store updates to their property characteristics or to save their on-line project files for later retrieval, the necessary information to create or access a password-protected account for that user may be requested. Additionally, when such an active account user requests and authorizes project files or other information to be released to one or more third-party vendors, the user may be prompted to provide more personal information for the purpose of facilitating such contact with those vendors.

Examples of the types of personal and property-related information that our website may collect include:

1. Email Address(es)
2. Account User Name(s)
3. Personal Password(s)
4. Names
5. Site or Property Address(es)
6. Contact Phone Number(s)
7. Type and Physical Characteristics of Buildings on Site or Property
8. Tax Lot or Other Property Identifying Information
9. Property Use Characteristics
10. Size of Site or Property

Technical information

We collect and track certain technical information to promote a beneficial experience. We may also use technical information to store your preferences and make future visits to this website quicker for you.

1. Cookies – a cookie is a small file stored on a user's computer that contains information about the user. We use either session ID cookies (which terminate once a browser is closed) or persistent cookies (which are small text files stored on a user's hard drive for an extended period of time). Cookies allow us to understand how and when you use our website, but they cannot be used to track personal information such as email address or phone number. Cookies also allow us to store the personal preferences that you set during each visit to our sites which can speed up your future visits.

2. Log files – This website uses log files to track how it is being accessed and used. Log files track anonymous user information such as IP addresses, browser types, Internet service providers, referring and exit pages, platform type, date and time stamps, and number of clicks to, from, and within our sites. Web logs are tracked only on Provider servers and those of our service providers and do not place anything on your computer.

2. How Your Information is Used

We may share your information with our service providers. You expressly consent to the sharing of your information with our service providers for the sole purpose of providing services to you.

How we share some information with contractors

When you submit your information to this website and you authorize and request that it is shared with contractors and/or vendors, your information is used to match you with, and is transmitted to, contractors and/or vendors who you specifically select who can best serve your needs to facilitate their direct contact with you.

How we internally use technical information to improve performance

This website uses technical information such as cookies and web logs to understand how our websites are being used and their effectiveness in promoting energy demand reduction and water efficiency. We can also use cookies to retain your preferences so that when you return to this website, you can navigate more easily without having to re-enter certain information. Additionally, by analyzing the data that cookies and web logs provide, we can determine how to improve our web sites and outreach campaigns to better serve those using this website.

Vendor Communications

By submitting information to this website and by expressly selecting specific contractors and/or vendors through this website, you consent to those contractors and/or vendors contacting you using the contact information you may have provided. In order to stop such communications, you must contact those contractors and/or vendors directly and request that they stop communicating with you.

If you decide to communicate with, and/or purchase products and/or services from any contractor and/or vendor selected by you and who contacted you as a result of an introduction by this website, all further communications with those contractors and/or vendors are not covered under this policy. You should thoroughly read the Privacy Policy of each contractor and/or vendor you select for an introduction in order to make sure that you are comfortable with their policies.

3. Privacy Rules

Provider and its service providers will comply with the requirements of California Public Utilities Commission Decision 12-08-045.

Marin Energy Authority Technological Solutions for Energy Awareness and Action

PlanetEcosystems Inc. (PEI) and Marin Energy Authority (MEA) are exploring a partnership over the 2013 – 2014 Efficiency Funding cycle to deliver action-oriented information to MEA constituents. PEI will deliver an integrated outreach campaign that reaches consumers through door-to-door canvassing, community outreach, and school based programs. The services offered by PlanetEcosystems fall into three categories:

Web Portal Services: Web services and tools supporting all four MEA energy efficiency sub-programs; single family, multifamily, small commercial, and finance sub-programs.

Single Family Energy Awareness Activities: Activity, technology and management to develop awareness and motivate consumers to action in the single family sector, through different program strategies.

Energy Awareness and Outreach Support Activities for Multifamily, Small Commercial, and Finance: Limited outreach engagement activities supporting MEA's multifamily, small commercial, and finance sub-programs.

Web Portal Services

MEA will license with PEI for access to the powerful web tool developed in part based on experiences from Sonoma County's Energy Independence Program. The software platform includes web portals specific to customer type, including administrative dashboards for program managers and administrators.

For a consumer, the web portal will provide recommendations for energy improvements via an online energy assessment tool. This energy assessment tool, the *utility performance optimizer*, draws on information from local county assessor data as well as historical utility consumption information to make specific recommendations to the user. **Unlike other web based tools**, the PEI tool allows a user to optimize the recommended improvement measures based on user defined values, such as economic savings or health and comfort. The user will then be provided access and information on applicable rebate and incentive programs and qualified service providers to facilitate the conversion from information to action.

Administrative portals allow program officials to track projects as they move through the process, from application to rebate issuance. The portal will also provide a venue for tracking program information, information needed to comply with CPUC reporting and evaluation, monitoring, and verification requirements.

See Attachment 1 for a more detailed explanation of the web portals and associated tools that collectively comprise the PEI software product.

Single Family Energy Awareness Campaign

PEI will train canvassing teams on the technology platform. Door-to-door canvassing by Energy Advisors (EAs), equipped with utility system optimizer technology on tablets, to

Marin Energy Authority Technological Solutions for Energy Awareness and Action

specific neighborhoods and households (based on their pre-estimated demand reduction potential). EAs will direct residents to the consumer based web portal to further empower them to take action. Certain high energy users may be targeted for extended in-home 'diagnostic' visits by Advanced EAs (AEAs), also equipped with the PEI energy assessment tool on tablets. Likely sub-contract partners include Rising Sun and/or Resilient Neighborhoods.

School Based Campaigns

PEI will work with local partners to engage Grade 7-12 students in the Marin County and City of Richmond public school systems with a curriculum designed to work with PEI's web tool and educate and energize students and teachers alike. The students will utilize PEI's 'Consumer Tool' to generate Action Plans in a program developed with teachers. The tool includes social features for classroom and can facilitate intra-school competitions.

Target Outreach Pilot Program

Drawing on an outreach campaign strategy that has achieved significant results elsewhere in the country, PEI will develop targeted outreach, either through direct mailers or through electronic mail, to inform selected customers how their energy use compares to that of their neighbors. This limited pilot will be followed up with market research, including focus groups, to determine the impact and receptiveness of this approach in the Marin County and City of Richmond communities. If the results prove promising, this targeted outreach campaign could become a larger part of the PEI activities in the 2014 program.

Energy Awareness and Outreach Support Activities for Multifamily, Small Commercial, and Finance

PEI will also provide web-portal and certain outreach services in support of MEA's multifamily, small commercial and finance sub-programs. PEI has been working with MEA to further develop the existing software platform so it will be compatible with multifamily residents. PEI and MEA will also work together to determine the right level of customization to better serve small commercial customers. Finally, PEI will build on the successful financial tools they have developed with the County of Sonoma to support MEA's growing portfolio of financing options for energy efficiency customers. Ideally, the PEI tool will allow a customer to view different financial options and compare and contrast to select and apply for the best financial product for the energy efficiency project in mind.

Attachment 1

Web Portal Technology Components

Web Portals

Consumer Portal: An integrated set of tools accessible by MEA customers. This portal provides consumers with the following tools, described subsequently below; a Utility System Optimizer to assist with easy system management and reconfiguration planning; several Marketplace and other tools that enable action by connecting customers to qualified service and equipment vendors, financing, and applicable incentives; and Consumer Relationship tools utilizing social networking and other mechanisms to engage consumers and develop ongoing relationships with them.

Contractor Portal: A set of tools accessible to approved MEA EEP service providers, such as contractors, auditors, Energy Advisors, etc., to promote a consistent and efficient provision of service to consumers. With these tools, contractors and others will have the ability to securely upload company/other material, manage their MEA-related consumer obligations, and even receive information sent by consumers.

Program Administration: MEA program staff will have secure access to on-line tools to administer the MEA EEP. Administrative tools and services include securely accessed custom and ad-hoc reporting, dashboard, analytic tools, and a content management system that provides for information updates and database maintenance.

Site Management and Operations:

PEI provides management and operations activities for the web portal technology platform. This includes website hosting by PEI; security, data management, software and system updates, technical support, and related services.

Key Web Portal Tools

The following suite of tools is made available through the web portals described above, and are designed to provide a consistent service across all stakeholders (consumers, vendors, program administrators, etc).

Utility System Optimizers: As outlined above, these tools prescribe the optimal actions for each consumer, allowing them to capture the most from their utility systems according to their wants and needs. Versions of this technology are manifested in three tools utilized within the web portals described previously:

Campaign Optimizer: This tool is used to compile mass-customized outbound messaging to engage consumers; note that all messaging will be developed with full participation and approval of MEA management and marketing. This tool utilizes consumption and other information to remotely derive utility system optimization plans for each consumer engaged; the output information,

comprising the likely most attractive outcome for each consumer, is utilized in outbound engagement messaging.

Consumer Optimizer: Pre-filled with each consumer's estimated information, this short, quick tool is available to every consumer to develop optimized action plans, together with the estimated net upside for each consumer to motivate action. This tool is available on the web, and may be used on a tablet.

'Pro' Optimizer: Designed for professionals, such as auditors, contractors, and skilled consumers, this tool's more detailed review of consumer utility systems is very effective for consumers with 'big-ticket' opportunities; in-person advice provides elevated consumer reassurance and confidence.

Service Provider Marketplaces: Connects consumers with service vendors; this tool can refer any consumer to any qualified service provider (HVAC, electrician, etc.), passing along relevant information, bids and scheduling as requested by the consumer. The tool also includes features that allow narrowing down referrals to providers that are relevant to each consumer's plans.

Finance Provider Marketplaces: Helps consumer find financing; choosing between types and vendors (bank, equity credit, PACE, OBF, etc.); passing along information as requested, and includes features that allow a narrowing down to financing that is relevant to the consumer's plans.

Equipment Provider Marketplaces: Connects consumers with vendors of equipment; the tool also includes features that allow narrowing down to equipment and providers that are relevant to each consumer's plans.

Rebate and Incentive Tools: Helps find incentives and rebates; includes features that allow a narrowing down to those that are relevant to each consumer's plans. Automatic rebate and incentive submissions conducted where system capability may be readily set up.

Social Competition & Gaming: Engaging social network-based tools and features that leverage known gamification techniques to bring consumers to the program and motivate action.

Consumer Management Tools: Functionality that helps consumers get a better understanding of their utility bills, manage their projects and goals, and develop a trusted relationship with MEA over the web. Key functions include alerts (highlighting new gains/opportunities, changes in utility status, pricing, etc. and other changes), bill analysis and insights and other functions.

Table Comparing Similar Technology Service Providers to Proposed PlanetEcosystems, Inc. Product						
Buyer	Total Cost	Months	\$/Month	Services Provided	Utilities Covered	Vendor
LIPA ¹	\$733,692	60	\$12,228.20	WP, WA, PD	Electricity	EnergySavvy
Seattle ²	\$530,000	30	\$17,666.67	WP, WA, PD	Electricity / Gas	EnergySavvy
Oregon ³	\$225,000	12	\$18,750	WP, WA, PD	Electricity / Gas	EnergySavvy
NEWAC (NY)	\$204,000	24	\$8,500	WP, WA, PD	Electricity / Gas	Project DX
Palo Alto ⁴	\$574,000	36	\$15,944.44	WP, OM	Electricity	OPower
Oregon ⁵	\$1,725,000	24	\$71,875	WP, OM	Electricity	OPower
SDG&E	\$588,000	12	\$49,000	WP	Electricity / Gas	Local Government Commission (EUC website)
MEA (SF only)	\$221,380	10	\$15,720	WP, WA, OM, PD	Electricity / Gas / Water	PlanetEcosystems, Inc
MEA (SF, MF, Finance)	\$250,730	10	\$18,655	WP, WA, OM, PD	Electricity / Gas / Water	PlanetEcosystems, Inc

Description of Services

Web Platform (WP)

Provides a web presence for a program, including information about why energy efficiency is important and how the customer can take the next step.

Continued on reverse side

¹ Long Island Power Authority, contract available at <http://wwe1.osc.state.ny.us/transparency/contracts/contractresults.cfm?ID=833304>.

² City of Seattle, contract available at <http://www2.cityofseattle.net/purchasing/vendorcontracts/BVCSummary.asp?rptid=&SortMode=3&ReportOption=0&sr1=&sr2=>.

³ Energy Trust of Oregon, contract available at http://energytrust.org/library/meetings/board/Energy_Trust_Board_Packet_7_NOV_2012.pdf.

⁴ City of Palo Alto, contract available at <http://www.cityofpaloalto.org/civicax/filebank/documents/19871>.

⁵ Energy Trust of Oregon, contract available at http://energytrust.org/library/meetings/board/Energy_Trust_Board_Packet_7_NOV_2012.pdf.

Web Audit (WA)

Consumer driven audit provided via website. The audit is generally designed to collect some information from the customer with many fields left as default information. Web audits vary significantly in the complexity of the underlying calculations and the quality of the assumptions, depending on provider.

Outbound Mailer (OM)

Outbound mailers are an outreach strategy designed to initiate customer interest and action regarding energy use by showing a customer how their home compares to other energy users in their neighborhood.

Program Dashboard (PD)

Primarily an administrative function, a program dashboard can be designed to be accessible by a program administrator, a contractor, and / or a homeowner to track the process of their energy improvement project via the web. Such a dashboard can also in some cases provide reporting information for the program administrator, including information such as the total number of projects, the total projected energy savings, and the total cost.

V Rory Jones

President/CEO at PlanetEcosystems

roryjones@planetecosystems.com

Summary

Co-founded PlanetEcosystems after two decades leading business services organizations; including leading Business Value Associates, a premier tech sector strategy consulting firm; serving as SVP, Business Development with Nextera, a publicly traded technology services provider; and leading the US Shareholder Value consulting practice as a Partner at PricewaterhouseCoopers. Previously, held senior positions at Thomson Electronics in Europe.

MBA from the University of Chicago; BSc in Engineering from the City University in London. Frequent speaker, thought leader and widely published and quoted on clean- and high-tech, markets and finance. Authored book; 'Boosting Cash Flow and Shareholder Value' (John Wiley & Sons). On various boards, including the Association for Strategic Planning.

Experience

President/CEO at PlanetEcosystems

November 2008 - Present (4 years 3 months)

Co-founder of this cleantech startup. Developed unique technology that uses efficiency and other techniques to dramatically lower commercial and residential energy demand. PlanetEcosystems helps utilities and local governments reduce utility consumer demand.

Partner at Business Value Associates

June 2002 - December 2008 (6 years 7 months)

Co-founder of this strategy consulting boutique (20 consultants), serving Fortune 500 and mid-size clients. Source and manage clients, lead service delivery, recruit consultants, manage practice and business.

1 recommendation available upon request

VP, Strategy & Corporate Development at Nextera

January 2001 - December 2002 (2 years)

Restructured business and strategy; conducted five transactions.

Partner, Strategy Consulting at PricewaterhouseCoopers

1995 - 2000 (5 years)

Led several strategy consulting practices in the US over time: Shareholder Value Management; Technology industry; eMarkets.

Sr Associate at Marakon Associates

1991 - 1994 (3 years)

New Product Manager at Thomson Consumer Electronics

1986 - 1989 (3 years)

Skills & Expertise

Entrepreneurship

Strategic Partnerships

Start-ups

Management Consulting

Executive Management

Strategic Planning

Strategy

Mergers

Business Strategy

Business Development

Corporate Development

Publications

Boosting Cash Flow & Shareholder Value

John Wiley & Sons 2007

Authors: V Rory Jones

At the end of the day, business performance is about growing business value, and value growth is driven by successfully accelerating increases in cash profits - current and future.

But what is the fastest and most effective way to achieve this? Boosting Cash Flow and Shareholder Value sets out what business leaders must do to achieve this Holy Grail of corporate success - in a focused, pragmatic and plain-spoken book:

www.profitpools.com

Education

The University of Chicago - Booth School of Business

MBA, Strategy, 1989 - 1991

City University, London, UK

BSc, Electronic Engineering, 1983 - 1986

V Rory Jones

President/CEO at PlanetEcosystems

roryjones@planetecosystems.com



1 person has recommended V Rory

"Rory developed a comprehensive and compact research program that provided the insights and strategy we needed to navigate our markets. His clear focus on drivers and levers provided a fast path to business advantage."

— **James Dias**, was V Rory's client

[Contact V Rory on LinkedIn](#)

Summary

Twenty plus years experience providing program management and innovative technology solutions for utilities, municipalities, and the professional services industries.

Professional Experience

PlanetEcosystems San Francisco, CA 2013– Present

VP Client Services

- Responsible for PlanetEcosystems utility and municipal client accounts
- Assist design, configuration, and implementation of web portal and outreach services for client utility demand reduction programs.

Utility Demand Reduction Services Consultant Sonoma County, CA 2011– 2012

Technology Program Services Consultant

- System design and Implementation for the Sonoma County Energy Independence Program (SCEIP), a nationally recognized PACE program providing financing and support for residential and commercial energy retrofits.
- Architect and implementer of portal for all energy and water demand reduction programs in Sonoma County.
- Process design services for Windsor PAYS, a water and energy conservation pilot program using on-bill financing.
- Program Management for Lane County pilot for Oregon state-wide Clean Energy Works (On-Bill Repayment) program.

Renewable Funding Oakland, CA

2010– 2011

Program Director of Technology Services

- Program Management and Business Development for all technology services contracts for company that provides turnkey administrative, finance, and technology services for renewable and energy conservation markets.
- Program Manager for Sonoma County Energy Independence Program and Santa Barbara County.

ProjectDX Portland, OR

2007– 2010

VP of Customer Operations

- A founding member for software as a service (SAS) company providing on-line services for municipalities or their representatives to operate, track, and manage renewable energy, energy efficiency, and water quality programs.
- Client list includes the Cities of Seattle, Portland, Baltimore, Sonoma County, and Santa Barbara County
- ProjectDX was acquired in early 2010 by Renewable Funding, LLC.

Visilent of Talascend Inc. San Francisco, CA

2005-2007

President

- Led startup of new business unit (Visilent) for Bechtel Group owned subsidiary, a managed services provider (MSP) that provides account management and vendor management software systems (VMS) to the energy and government infrastructure markets
- Visilent provided all professional services contract staffing for Bechtel, Foster Wheeler, and the Shaw Group
- Annual revenues of \$18 Million in first 2 years

Applied Digital Mapping, LLC. Seattle, WA

2003-2005

Chief Operating Officer

- Co-Founder of a GIS software services provider to municipalities and public utilities to improve business operations, customer service, planning, decision-making and response
- Clients included East West Developers, ISO, OMI (O&M subsidiary of CH2MHill), and several municipalities and public utilities in CA and the Northwest

Citadon Inc. San Francisco, CA

1999-2003

Vice President of Professional Services and Business Development

- Citadon, a Bechtel Inc. seeded startup provides web portals for project management and e-commerce services to professional services industries
- Client list included Marriot, Fluor, Bechtel, GE Power, and Duke Energy
- Citadon merged with BuildOnline to form CTSpace

Bechtel Corporation San Francisco, CA

1990-1999

Chief Information Officer, Bechtel Systems & Infrastructure Inc.

- CIO of \$3 billion government services company with services primarily in the execution of projects for the Department of Defense (DOD), government infrastructure projects, and M&O for newly privatized Department of Energy (DOE) installations
- Led grass roots organization to leverage internet technologies for business critical software initiatives including project management portal, corporate web, and CRM
- GM for all Bechtel Group Inc. activities related to a Bechtel seeded startup company (Citadon),
- IT Program Management for several mega projects in Bechtel Energy, Power, Government and Mining & Metals (M&M) business units

Commissioned Officer US Army, Heidelberg, Germany

1986-1990

- Detachment commander for topographic engineering unit
- Civil Engineer/Planner for the Director of Engineering for the US Army Headquarters in Europe

Education and Training

United States Air Force Academy, Colorado Springs, CO 1983

Penn State University, State College, PA
Bachelor of Science in Civil Engineering 1985

Boston University, Boston, MA
Master of Science in Business Administration 1990

Scott McCaskill

Technical Product Management Executive, Strategy Consultant, Social Media Expert

scott.mccaskill@hotmail.com

Summary

I'm attracted to interesting and difficult technology and strategic problems, which require sophisticated solutions involving many stakeholders including customers, management, programmers, and other constituents. I love creating new things, be it companies, teams, products, or services, and delivering high value to customers. I like encouraging employees and team members to grow beyond themselves into great new roles and responsibilities.

I hold an MBA in Finance and Strategic Management from the University of Chicago and a BS in Computer Science and History from Yale University.

CORE COMPETENCIES:

TECHNICAL & PRODUCT MANAGEMENT

Led the development team for Spredfast, widely recognized as one of the best social media management platforms.

Created the first version of the Small World Labs private label social networking solution and built a 25 person team to develop additional products and services.

Instituted Agile processes for rapid iteration and releases of our software products and platforms.

STRATEGIC ANALYSIS

Defined the business strategy for Graphicly, analyzing the existing market, potential new markets, and revenue opportunities in each.

Devised the social media strategy for several large Fortune 500 clients, working collaboratively to determine strategic solutions that best met their needs.

Analyzed the profitability of promotions and applicability of product lines to support sales and marketing at Dell.

EXECUTIVE LEADERSHIP

Started 2 companies, growing each to more than \$2M in revenue.

Built multiple teams focusing on development, account management, and service delivery.

Advised senior leaders at several companies, ranging from strategy to social media, from my time at BCG through Spredfast.

Played an active role in consultative sales at Sapient, Small World Labs, and Spredfast.

SPECIALTIES

- Technology Management
- Product Management

- Project Management
 - Strategy Creation
 - Market Analysis
 - Financial Analysis
 - Software as a Service
-

Experience

Independent Consultant at ARC Strategy Group

August 2011 - Present (1 year 6 months)

Senior consultant across multiple projects providing services such as

- Re-defining the technology road map and plans for scaling the client's entire system
- Creating the product plan and roll out strategy for the social aspects of their software
- Recommended and provided concrete examples of enhancements to social media activities, reporting, and evaluation that the client was prepared to implement
- Evaluated the client's social media efforts to date and ability to measure success

Interim COO at Graphicly

August 2011 - February 2012 (7 months)

- Re-engineered processes for close to cash, conversion of content, and creation of device specific applications
- Instituted a strategic business model to generate revenue from a large customer base
- Led the implementation of a robust sales process that scales from independent creators to large publishers

President & Co-Founder at Spredfast

March 2008 - July 2011 (3 years 5 months)

- Closed and delivered on 70% of revenues for the company for the first two and half years in operation
- Led the creation of the industry leading Social Media Management System through defining requirements, customer discovery, and constant interaction with the development and sales teams and pioneered a paying market for the platform - when other competitors were giving their software away for free
- Established metrics for gauging success of social media campaigns around engagement, action, and reach, to empower our customers to make actionable modifications to their social media strategy
- Pivoted the company when our initial idea of a cross-network platform for rapidly creating and deploying Facebook and MySpace applications was no longer viable

CTO & Co-Founder at Small World Labs

2005 - 2008 (3 years)

- Grew the company from 2 to 25 full time employees
- Took revenues from 0 to ~\$2M within 2.5 years, leading the roll out of over 80 client sites
- Led the technological direction of the company, creating a scalable SAAS LAMP based platform
- Managed more than 25 developers, contractors, and client service personnel across multiple teams, both on and off site

- Built an agile development process for rolling out new features and custom requirements that allowed us to rapidly respond to an ever changing market
- Oversaw all aspects of company financing, profitability metrics, and cash flow

Marketing Operations Analyst at Dell

2003 - 2005 (2 years)

- Generated \$275K in annual savings via business process improvements to rebates program
- Partnered with finance, brand management, and other segment teams to streamline and improve the development and accuracy of unit, revenue, and margin forecasting
- Based on in-depth analysis, recommended which promotions to run to increase revenue and margin for the employee purchase programs group each quarter

Consultant at The Boston Consulting Group

October 2001 - February 2002 (5 months)

- Cracked the case to enable the HR department of a large telecom to renegotiate vendor contracts
- Defined the online partnership and affiliate strategy for the travel agency, performing due diligence on hundreds of portals and small business Internet companies
- Set-up partnership relationships for hotel and car rental providers for a small business travel agency

CTO at Singlecast

2000 - 2001 (1 year)

- Participated as a founding member to define the technical strategy of the company and direction for the product
- Designed and ran the development of the beta release of the first application

Project Manager at Sapient

August 1996 - July 1999 (3 years)

- Proposed and won an initial \$300K+ project from a major airline; follow-on work exceeded \$2.5M
- Led a series of strategy workshops to enable a recently merged bank to effectively unite new, existing, and discontinuing systems from two old environments
- Co-managed a 20-person development team to build a transactional web site for a large mutual fund company; built solid relationships with client, enabling swift and contention-free resolution of project issues
- Promoted from Developer to Assistant Project Manager to Project Manager in 2.5 years

Volunteer Experience

Research Professor at University of Texas at Austin

January 2009 - June 2009 (6 months)

- Team taught class on social networks and related web 2.0
- Researched and developed a curriculum illuminating the history, present, and future of social media and online networking

Skills & Expertise

Analytics
Product Management
Business Strategy
Business Development
Strategic Planning
Start-ups
Entrepreneurship
Marketing Strategy
Marketing
Social Media
Strategy
E-commerce
Competitive Analysis
Project Management
Online Advertising

Education

The University of Chicago - Booth School of Business
MBA, Strategic Management and Finance, 1999 - 2001

Yale University
BS, Computer Science and History, 1992 - 1996

Scott McCaskill

Technical Product Management Executive, Strategy Consultant, Social Media Expert

scott.mccaskill@hotmail.com



[Contact Scott on LinkedIn](#)

Steve Malloy

SVP Marketing at PlanetEcosystems

slm1131@hotmail.com

Specialties

cleantech, energy efficiency, solar, renewable energy, smart grid, green building, advanced metering infrastructure (AMI), home area networking (HAN), electric vehicles, smart transportation

Experience

Founder / SVP Marketing at PlanetEcosystems

April 2009 - Present (3 years 10 months)

Co-founder of this cleantech startup. Developed unique smart grid enabled technology that uses efficiency and other techniques to dramatically lower commercial and residential energy demand. PlanetEcosystems helps utilities and local governments reduce utility consumer demand.

Angel Investor / Board of Directors at PlanetTran

March 2006 - Present (6 years 11 months)

PlanetTran is an environmentally focused transportation company. PlanetTran was the first company to utilize all hybrid vehicles for car service. With a powerful technology platform (including a mobile web app), PlanetTran is a leader in the emerging smart transportation market.

Co-founder, EVP Sales & Marketing at Cachet Solutions

May 2003 - December 2008 (5 years 8 months)

Cachet Solutions is a hosted software solution for the Banking Industry. The solution focuses on corporate payments and completely automates the cash application and deduction resolution process. The solution is sold in conjunction with the lockbox and treasury management operations of major commercial banks.

Senior Manager in Strategy Consulting Practice at PriceWaterhouseCoopers

February 1997 - January 2001 (4 years)

Project manager for corporate strategy team for PwC. Formulated and implemented corporate strategy for \$5 billion global consulting unit. Evaluated market entry, investment opportunities, joint ventures, and alliances in consulting and enterprise applications markets.

Project Manager at Hewitt Associates

1991 - 1994 (3 years)

Managed implementations of HR package software at Fortune 500 companies.

Education

The University of Chicago - Booth School of Business

MBA, Finance, 1994 - 1996

Carleton College

BA, Political Science, 1987 - 1991

Steve Malloy

SVP Marketing at PlanetEcosystems

slm1131@hotmail.com



[Contact Steve on LinkedIn](#)



February 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Consideration of Second Agreement by and between MEA and Marin City Community Development Corporation

ATTACHMENT: A. Executed First Agreement by and between MEA and Marin City Community Development Corporation
B. Proposed Second Agreement by and between MEA and Marin City Community Development Corporation
C. Resumes from Key MCCDC Team Members

Dear Board Members:

SUMMARY:

The proposed contract with the Marin City Community Development Corporation (MCCDC) would provide MEA with a team of local workers to complete direct installation of light efficiency measures in multi-family tenant units and establish MCCDC as the primary outreach partner for the multi-family program.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA 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 MEA for the implementation of energy efficiency programs.

The multi-family energy efficiency program is one of four program elements proposed to the CPUC, and is funded at a total of \$860,971. 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. MEA 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.

MCCDC has been working with MEA through an initial contract to provide outreach to local property owners for the multi-family energy efficiency program. MCCDC has added staff capacity to help support the MEA multi-family efficiency program, and has supported the program in dynamic and diverse ways. MCCDC and MEA seek to continue their positive collaboration by utilizing MCCDC to fulfill the 'direct install' component of the multi-family program. This would establish crews of trained and vetted local workers who would install light efficiency measures, including light bulbs, energy and water saving shower and faucet aerators, and pipe insulation in tenant units. This would provide an opportunity for local training program graduates to gain valuable hands-on experience working on energy efficiency crews.

The requested contract amount of \$79,970 is less than 1% of the energy efficiency program budget and 9% of the multi-family program budget. The contract would be funded completely from the energy efficiency program funds allocated from the CPUC.

Recommendation: Authorize execution of the Second Agreement by and between MEA and Marin City Community Development Corporation to provide direct installation and outreach services for the MEA 2013 – 2014 multi-family energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN**

Marin City Community Development Corporation

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **September 10, 2012** and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and the Marin City Community Development Corporation (MCCDC), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Energy Efficiency Contract 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 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.

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 **\$10,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **September 10, 2012**, and shall terminate on **December 31, 2012**. 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

Coverage 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. 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 the MEA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

14. AMENDMENT:

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

15. 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.

16. 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.

17. 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..

18. 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.

19. 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.

20. 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:	Makini Hassan, Marin City Community Development Corporation
Address:	411 Drake Avenue
	Marin City, CA 94965
Telephone No.:	415-339-2837

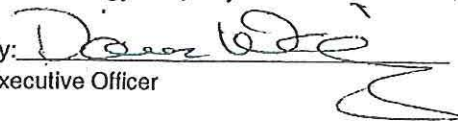
21. ACKNOWLEDGEMENT OF EXHIBITS

	<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"/>	Budget	

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

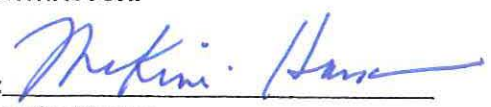
APPROVED BY

Marin Energy Authority:

By: 
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: 
Executive Director

Name: Makini Hassan

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)

Energy Efficiency Project: Outreach Program Scope of Work

One part-time Community Outreach Coordinator
Two Older Youth / Young Adult Energy Efficiency Trainees

Scope of work:

- 1) Presentations, door to door canvassing, tabling and workshops provided directly in the community to be served, including:
 - a. Ridgeway Apartments
 - b. Multi-family housing in the Canal district
 - c. Parent Teacher Association (PTA) meetings
 - d. Schools and educational institutions
 - e. Childcare centers
 - f. Churches and religious organizations
 - g. Community centers
 - h. Bridge the Gap
 - i. CBO meetings (ISOJI, etc.)
 - j. Community events, farmers markets, etc.
- 2) Electronic and hardcopy outreach (to be developed by MEA and distributed by MCCDC), including:
 - a. MCCDC's Community Based Organization (CBO) partner network
 - b. E-mail blast / Constant Contact
 - c. Social Media: Facebook, Twitter, etc.
 - d. MCCDC monthly newsletter
 - e. Canal Alliance
 - f. SparkPoint Marin
- 3) Other tasks as assigned, and within provided timeline. Other work items not listed can be added through a written process such as an Addendum.

Timeline: 60 days

9/17/12 Schedule workshops / outreach sessions
9/18/12 Social media begins: Facebook, Twitter
9/19/12 Select Youth / Young Adult Energy Efficiency Trainees
9/26/12 E-media campaign begins: Constant Contact, MCCDC Newsletter, e-mail blasts
9/24/12 Begin door-to-door outreach efforts in disadvantaged communities in coordination with CYES and after receiving green light from MEA/Property Manager.
9/31/12 Report out: metrics collected on how many families reached, and how many have signed up
10/1/12 In person outreach sessions: Ridgeway Apartments
10/4/12 In person outreach sessions: Multi-family in the Canal
10/8/12 Workshops hosted at MCCDC
10/12/12 Outreach sessions continue: PTA meetings, childcare centers, Bridge the Gap
10/15/12 Workshops continue in Canal, at community centers, etc.
10/26/12 Report out: metrics collected on how many families reached, and how many have signed up.
11/16/12 Final report collected on outreach efforts, and how many have signed up. Report on units that have implemented measures. Report submitted to MEA.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

2012-09-MEA EE Outreach Component Budget

Community Outreach Coordinator	\$3,400
5 hours per day, 5 days per week for 8 weeks	
Program Director (Drew Douglass)	\$808
2 3/4 hours per week for 8 weeks	
Section Subtotal:	\$4,208
Fica @ 7.65%; Medicare @ 1.45%; EDD @ 6.2%; State Comp @16.29%	\$1,329
Stipends for Older Youth / Young Adult Energy Efficiency Trainees	\$1,536
Two workers, 4 hours per day, 3 days per week for 8 weeks	
Staffing Costs Subtotal:	\$7,074
Tools & Equipment: Toll Free Phone Line (installation, equipment, etc.)	\$450
Tools & Equipment Subtotal	\$450
Administrative Fee 35%	\$2,476
TOTAL:	\$10,000
TOTAL:	10,000

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN**

MARIN ENERGY AUTHORITY AND MARIN CITY COMMUNITY DEVELOPMENT CORPORATION

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **January 10, 2013** 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 development and delivery of the MEA Energy Efficiency Plan and to develop a direct install and outreach crew for said Plan.**

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 **\$79,970**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2013**, and shall terminate on **December 31, 2013**. 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 coverage 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 insured. 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

Coverage 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

This Contract shall be managed and administered on Contractor's behalf by the Contract Manager named below; any issues or further approval with regard to this contract will need to be addressed to Makini Hassan. Notices shall be given to Contractor at the following address:

Contract Manager:	Meaghan Doran
Address:	441 Drake Ave
	Marin City, CA 94965
Telephone No.:	415.339.2837 x23

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:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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**

Multifamily Energy Efficiency Program

Task 1: Outreach and Coordination

1.a. Coordinate with MEA on Development and Delivery of Outreach Plan

This task includes MCCDC staff working with MEA to develop the primary messages and delivery avenues for the outreach plan. This includes researching resonant messages for multifamily property owners and tenants alike and translating these messages into marketing and outreach collateral and other materials. MEA and MCCDC will work together to identify the type and quantity of outreach materials necessary for the multifamily program. MCCDC will take the lead on developing the content of the marketing collateral based on initial market research and an understanding of the communities being served. MEA will assist with final aesthetic polishing of the materials to ensure consistent branding with the MCE program design.

Deliverables:

1. MCCDC will provide additional research on Property Owner and Facilities Manager contact information to add to the existing MEA list.
2. MCCDC to draft collateral marketing material based on the market research; MEA to approve and finalize.
3. Draft and final scripts for use in communicating with property owners and property managers.
4. MCCDC will create draft and final format materials for tenant kick off meetings.

1.b. Outreach and Coordination with Multifamily Property Owners

MCCDC will reach out to property owners in the Marin County area to identify potential leads for the multifamily energy efficiency program, utilizing scripts developed under task 1.a. MCCDC will utilize the MF program questionnaire to identify potential projects and will coordinate the scheduling of initial site visits, audits, project installations, and follow up visits with MEA staff and MEA Program Contractors.

Deliverables:

1. MCCDC will provide MEA monthly with a list of property owners that they have contacted.
2. MCCDC will provide completed questionnaires to MEA.
3. MCCDC will coordinate scheduling of Direct Installs and other elements with identified contractors and MEA.

1.c. Develop and Oversee On-Ground Outreach Teams

MCCDC will select and train an Outreach Team, which will include an MCCDC EE Coordinator plus EE Interns that will accompany the Direct Install team (for DI team definition, see below, task 2). The Outreach Team will be liaisons between energy professionals and multifamily unit tenants. Individuals on the Outreach Team are expected to be engaging the community, with an understanding of the value of energy efficiency and the energy upgrade process. MCCDC to develop internal training for Outreach Team, with support and oversight from MEA, to provide knowledge of energy efficiency, the MEA program process, and general information about MEA and the MEA efficiency program. Outreach Team training will also include customer service training that will include how to handle difficult customers, including de-escalation for mitigating any potential negative reactions from tenants in the field.

The Outreach Team will educate tenants about the benefits of energy efficiency and motivate tenants to change behavior and achieve increasing levels of energy efficiency in their lives.

Deliverables:

1. MCCDC will recruit and screen Outreach Team members (including performing background checks) as directed by MEA.
2. MCCDC will develop Outreach Team training curriculum, including any presentations and printed materials to be provided to MEA for review.
3. MCCDC will deliver approved training to Outreach Team members.
4. MCCDC will coordinate outreach efforts with MEA; MCCDC will provide oversight and schedule Outreach Team work.

Task 2. Direct Install

Task 2.a. Develop Direct Install Crew MCCDC to select, train, and oversee staff for installation of 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 change outs, 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.

Task 2.b. Complete Direct Installation of Energy Efficiency Measures

MCCDC will provide on the ground crews per Task 2.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 an Outreach team member and EE Specialist(s).
2. MCCDC will meet QC standards of the project, and MEA will provide feedback as needed.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

Payment Terms

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

1. Time spent on the 2013 – 2014 program should be invoiced separately from time spent on 2012 program, per the guidance of MEA staff.
2. 2013 and 2014 project allocated work will be billed monthly, at the beginning of each month. All invoices must include sufficient documentation to verify the hours spent, the hourly rate applied, 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) Outreach – actual outreach (events, etc.) as well as material development
 - b) Direct Installation – including installation crew time, as well as coordination and/or supervision.
 - c) Administration
3. 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

MCCDC Efficiency Program Budget	2012	2013	Total
Task 1. Outreach and Communication	15,835	10,000	25,835
1.a. Coordinate with MEA on Development and Delivery of Outreach Plan	2,375.25		
1.b. Outreach and Coordination with Multifamily Property Owners	6,729.885	5,000	
1.c. Develop and Oversee On-Ground Outreach Teams	6,729.88	5,000	
Task 2. Direct Installation	34,135	20,000	54,135
Task 2.a. Develop Direct Install Crew	5,120.25		
Task 2.b. Complete Direct Installation of Energy Efficiency Measures	29,014.75	20,000	
Total	49,970	30,000	79,970

Professional Vitae

Makini Hassan

Professional Vitae

Makini Hassan

Marin City Community Development Corporation
441 Drake Avenue
Marin City, CA 94965

Office: (415) 339-2837

Email: mhassan@marincitycdc.org

Website: www.marincitycdc.org

SUMMARY OF EXPERTISE

- Twenty-five years of experience in the Economic Development and Workforce Services industry, including leading agencies program design, development, implementation, and administration.
- Expertise in Sectoral and Workforce Intermediary Services; Responsible Fatherhood Initiatives; Youth Development and Employment Initiatives; Workforce Investment Act Initiatives; and Transitional Work.
- Expertise in career services delivery other initiatives that address employment and retention for special populations with multiple barriers to employment.
- Expertise in Employer/Industry Sector development.
- Fifteen years experience managing employment service delivery, twelve years experience as a director.

Board Experience:

Board Member, Center for Volunteer and Non-Profit Leadership, 2009-current

Member, Executive Committee Marin Workforce Investment Board, 2007-current

WIB Representative to the County Equal Employment Advisory Committee, 2012

Executive Committee of the Marin County Workforce Investment Board- Co-Chair of the Construction and Green Industry Committee, 2007-current

Co-Chair, Youth Council, 2004-2005

Officer, Richmond Workforce Investment Board, 2002-2004

Executive Committee, Richmond Workforce Investment Board, 2000-2004

Industry Memberships:

California Association of Solar Energy Industries (CALSEI)

Sausalito Chamber of Commerce

National Network of Sector Partners

Presentations:

Asset Development for low wealth populations, National League of Cities-2006

Numerous presentations throughout California on employment services to non-custodial parents

Employment support for Ex-offenders-2002, 2003

Workforce Association participant and presenter-2001-2004

Public/Private Ventures, Working Ventures Presenter:

Workforce Development partnership with Child Support Services-2001

Job Development-2002, 2003

Presenter:

"Special Populations, The Homeless"

California Welfare to Work Practitioner's Forum, Anaheim, California

"Employment Strategies, Populations with Multiple Barriers"

Trade Technical College, Los Angeles, California

QUALIFICATIONS AND ACCOMPLISHMENTS

Fiscal and Budgetary Management

- Leads community economic development efforts of Marin City Community Development Corporation in the areas of workforce, business development, asset building, and affordable housing services.
- Leads Marin City Community Development Corporation's recognized efforts as a Workforce Intermediary with exemplary accomplishments and track record as a contractor with the Marin County's Health and Human Services and Workforce Investment Board.
- Led Rubicon Programs Inc. expansion into Alameda County; awarded WIA North Cities One Stop (Eastbay Works).
- Developing budgets and goals related to the implementation of these strategies and plans; identifying funding and/or business opportunities; identifying potential strategic partners.
- Secured funding for program services from: the Haas Jr. Foundation for expansion of the Trucking Academy; and the Private Industry Council for services to WIA dislocated workers, youth, and customized training.

Leadership and Management

- Led Marin City Community Development Corporation from an annual budget of \$200,000 to current \$1.5 Million, and a staff of 3 to 12.
- Developed budgets and goals related to the implementation of strategies and plans for Goodwill Industries identifying funding and or business opportunities; identifying potential strategic partners.
- Achieved and met annual outcome goals for the first time in recent history for the Career Services Division at Goodwill Industries.

- Planned and oversaw annual budget as Employment Director at Chrysalis of over one million dollars, including the allocation of funds to appropriate program components.
- Outstanding Women of Color Leader 2012
- Assuring the alignment of workforce development programs with the organization's mission and values, the employment needs of local businesses, and the needs of potential program participants.
- Coordinating employment service activities across multiple departments and throughout Contra Costa County; and Supervising seven program managers and coordinators, and providing leadership for 35-50 employees.
- Expanded the employment and training department into the workforce development division that includes six departments, dozens of funding sources, and sites/programs throughout Contra Costa and Alameda Counties.
- Developed new program components to enhance services to clients including: stress management (mental health), job retention component to assist working clients with post employment services and job progression, and program expansion to two public housing communities in East Los Angeles, and Watts.

Strategic Planning and Implementation

- Initiated nationally recognized Green Energy Empowerment program services through Marin City Community Development Corporation that support energy efficiency and renewable energy services to low income households while supporting more viable business in the sector and creating jobs.
- Strategized, planned, directed, and coordinated the provision of program participant training, placement and retention services for Goodwill Industries; helping to formulate policies, design and implement integrated systems, managing operations, and planning for the optimal use of material, financial and human resources.
- Developed and initiated program service delivery that transitioned Goodwill Industries' Career Service Division from a pre-vocational to workforce services operation.
- Identifying the merging strategies of government entities, non-profit organizations, advocacy organizations, businesses, and funders.
- Developing and maintaining collaborative relationships with community agencies, employers and funders, and ensuring that agency employment services respond to needs expressed by these stakeholders;

CURRENT EMPLOYMENT

Executive Director

Marin City Community Development Corporation

2007-Current

- Leads community economic development efforts of agency in the areas of workforce, business development, asset building, and affordable housing services.
- Led agency from an annual budget of \$200,000 to current \$1.5 Million, and a staff of 3 to 12.
- Leads agency recognized efforts as a Workforce Intermediary with exemplary accomplishments and track record as a contractor with the Marin County's Health and Human Services and Workforce Investment Board.
- Initiated nationally recognized Green Energy Empowerment program services that support energy efficiency and renewable energy services to low income households while supporting more viable business in the sector and creating jobs.

WORK HISTORY

Principal Consultant

2007 - 2009

Makini Hassan, Workforce Services

Chief of Career Services

2005-2006

Goodwill Industries of San Francisco, San Mateo, and Marin Counties

Director of Workforce Services and Policy

2005

Rubicon Programs, Inc., Richmond, Berkeley, California

Director of Workforce Development

2000-2005

Rubicon Programs, Inc., Richmond, Berkeley, California

Employment Director

1998-2000

Chrysalis, Los Angeles, California

Manager, Employment and Career Training

1994-1998

Community Build, Inc., Los Angeles, California

EDUCATION AND TRAINING

Psychology, (Emphasis in Organizational Development), California State University, Los Angeles, California

Sectoral Development and Employment Strategies, Department of Public Administration

Trade Technical College, Los Angeles, California

Certified, Youth Employability Enhancement Competencies (YEEN)

Certified, Career Counselling, Los Angeles City, School to Career Taskforce

Los Angeles City, Community Development Department

Exit Strategies- .5 CEU

Youth Performance- .5 CEU

State of California, Workforce Investment Act

Murano Fellow- 2005 Inaugural Class

Aspen Institute, Sector Skills Academy Fellow,

Publications: "Back to Our Roots, Just Greener This Time", Community Development Corporations and Workforce Development, Community Investments, Spring 2009, a publication of the Federal Reserve Bank.

Meaghan Rose Doran

c/o Marin City Community Development Corporation
441 Drake Avenue, Marin City, CA 94965
(415) 913-0427 • mdoran@marincitycdc.org

OBJECTIVE: To improve access to and increase the number of green jobs available, and to continuously reduce energy consumption in Marin County.

SUMMARY OF QUALIFICATIONS

- COMMUNITY COORDINATOR
- METRICS, ADVOCACY, & POLICY SPECIALIST
- EDUCATOR & EVANGELIST
- PROFICIENT IN DATA COLLECTION/ANALYSIS
- STRATEGIC PROBLEM SOLVER
- TRAINED IN SYSTEMS APPROACHES
- INNOVATIVE AND CREATIVE THINKER
- SOCIAL MEDIA ENTHUSIAST

PROFESSIONAL EXPERIENCE

Energy Efficiency Manager, Marin City CDC Marin City, CA 12/12-Present

"Building Sustainable Neighborhoods through Community Economic Development"

- Manage contract, scope of work, billing, and general project processes
- Develop database of multi-family properties in Marin & conduct outreach to property owners & tenants informing them of MEA's MFEEP
- Manage direct install & outreach team members

Social Media Consultant, EcoTensil Larkspur, CA 08/12-Present

EcoTensil, Inc. creates the hippest, most eco-friendly paperboard utensils available.

- Create a buzz, educate, & manage relationships through social media
- Research potential customers, use Salesforce to manage leads
- Make warm follow-up calls after mass mailings

Consultant, New Incentives San Francisco, CA 9/11-Present

A nonprofit online platform using Conditional Cash Transfer programs to alleviate poverty through direct giving

- Researched, analyzed, and developed a business plan with an extensive 5-year financial model
- Provide general business advisement

Research Assistant, John Stayton, DBA Candidate San Rafael, CA 03/12-05/12

Qualitative research study "Accelerating Performance: A Dynamic Capabilities Understanding of Speed in Innovative Venture Emergence in the Clean Tech Industry"

- Orchestrated one-on-one interviews to develop the story of Skip to Renew for a case study
- Coded interviews, synthesized business plans, and analyzed meeting journals
- Brainstormed insights, patterns, and recommendations for case study development

Project Manager, Participatory Action Research Project San Rafael, CA 11/11-10/12

A research project designed to access the collective knowledge of the community to develop a strategic plan for service providers, increase civic engagement, and a Service Learning policy for Dominican University of California

- Coordinate logistics, communications, and develop and manage partner relationships
- Create project website, assist in creation of virtual space for data to live, and develop brand for marketing project findings
- Compile, analyze, disseminate data and assist in developing an infrastructure to ensure outcomes are achieved and continued beyond the project timeline

Consultant, Canal Alliance San Rafael, CA 9/10-02/12

A nonprofit organization that empowers immigrant population of Marin County to access health and social services

- Research and design language for Endowment Fund and Legacy Society launch materials
- Develop and implement survey measuring donor gifting tendencies and preferences
- Create strategic plan to rebrand and market organization using social media designed to grow organization's donor base and increase quantity, frequency and size of donations

- Provide systemic assessment tools that measure employee engagement and use results to develop policies that ensure continued staff improvement

Consultant, ProZyme, Inc. Hayward, CA

9/10-12/10

Manufacturer of specialty proteins and enzymes for medical diagnostics and research applications

- Assisted senior management to assess manufacturing process of top-selling biopharmaceutical products through value stream mapping
- Identified opportunities to align worker skills with process tasks, update equipment and technologies, and increase process efficiency that reduced total process time by 20%

Research Intern, United Nations Development Program, San Rafael, CA

5/10-8/10

A development organization of United Nations focused on governance, poverty reduction, crisis reduction, & energy.

- Collected and analyzed data on methods used to finance sustainable agriculture in developing countries to be included in UNDP Environmental Finance Tools Guidebook used by public and private development practitioners in developing nations
- Conducted on-line database searches to identify funding methods presently used in South America, India and China to fund sustainable agriculture practices

Consultant, Whistlestop, San Rafael, CA

1/10-5/10

A nonprofit organization providing services to older adults and people living with disabilities in Marin County

- Conducted waste, water and energy audits based on Association of Bay Area Governments (ABAG) checklist, enabling application for ABAG Green Business Certification
- Identified process improvements for waste reduction/recycling resulting in \$14k annual savings

Project Manager, Dept. of Entrepreneurship Oklahoma State University-Stillwater

8/09-12/09

Managed projects to engage and facilitate entrepreneurial spirit within university and community for Department and Riata Center for Entrepreneurship

- Coordinated workshops, conferences, presentations, competitions
- Marketed to/prepared materials for students, community, partners, and local businesses
- Managed undergraduate student workers

Consultant, Silulo Ulutho Technologies Cape Town, SA

6/09-8/09

Provider of technology services including computer training, website development, and equipment sales and maintenance

- Provided technical assistance on financial systems, organizational structure, and performance monitoring of company branches to managing partners, management, and staff
- Developed cost-benefit analysis tool for managing partners to use to evaluate potential strategic partnerships

Program Coordinator, Entrepreneurship & Empowerment in South Africa, Cape Town

6/08-9/08

Partnership between Syracuse University and Stellenbosch University that provided 7-week learning module designed to facilitate sustainable growth and financial viability of township based businesses

- Managed logistics including organizing lectures, materials, speakers, outings and entertainment for three American professors, 20 American students and 18 South African students who provided business consulting services to 16 South African entrepreneurs
- Tracked expenses, oversaw support staff of 3, interviewed and selected entrepreneurs for participation in program

EDUCATION

- **MBA Sustainable Enterprise**, Dominican University of California

12/11

- **BS Business Administration**, International Business, Coaching Minor, SUNY Oswego

05/02

ACTIVITIES/ORGANIZATIONS

- **President**, Dominican University of California Net Impact Chapter, San Rafael, CA

4/10-9/11

- **Member**, Sigma Beta Delta International Honor Society, Dominican University of California

05/11



February 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Proposed Budget for Fiscal Year 2014 (Agenda Item #9)

ATTACHMENT: Proposed Budget, Fiscal Year Ending March 31, 2014

Dear Board Members:

SUMMARY:

Before the end of each fiscal year (FY), your Board sets forth the budget for the coming FY. A preliminary FY2014 budget was reviewed and discussed at the regular January 2013 meeting of the Executive Committee. The attached budget reflects MEA's anticipated revenue and expenses for the 2014 Fiscal Year running from April 1, 2013 to March 31, 2014.

The attached Proposed FY2014 Budget sets forth the following line items:

- Sales of Electricity: The proposed FY 2014 budget reflects the increased volume to be served through the mass enrollment in the city of Richmond.
- Cost of Energy: MEA's per unit cost of energy will increase as per the Confirmation approved by your Board at the October 4, 2012 Board Meeting and due to increased deliveries from MEA's renewable energy contracts.
- Staffing: The FY 2014 budget reflects increases in staffing costs, as MEA scales up to full implementation with the inclusion of additional account management, regulatory, procurement and administrative support.
- Technical Consultants: MEA's technical consultant needs will only increase slightly in FY 2014.
- Legal Counsel: MEA's legal needs are expected to increase to accommodate additional regulatory filings and strategic planning in FY 2014.
- Communications: The amount budgeted for communications in FY 2014 reflects costs for noticing customers in Richmond by mail and other communications costs associated with our growing customer base.
- Data Management: Data management costs will increase in FY 2014 due to MEA's increased number of customers.

- PG&E Service Fees: PG&E service fees, which are primarily charged on a per customer basis, will increase in FY 2014 due to MEA's increased number of customers.
- Other Services: The other services line item includes: audit, accounting, and information technology, among others.
- General and Administration: The general and administration line includes: data and office telephone service, insurance, office and equipment rentals, subscriptions, travel, business meals, other services, conferences, professional education, special events sponsorship, office supplies and postage, and small equipment. The budget is increased in to accommodate the increase in the number of MEA staff and scope of services associated with incorporation of Richmond.
- Energy Efficiency and Related Programs: Funding has been allocated by the CPUC as part of the 2013/14 program cycle funds. In addition, MEA will be providing some support for the County of Marin Green Business Program and Solar Rebate program.
- Capital Outlay: MEA anticipates a modest increase in capital expenditures to accommodate furniture needs of new staff in MEA's expanded office space.
- Debt Service: This line item reflects MEA's increased debt service expenses due the increased working capital needs associated with the recent Phase 2B expansion.

Recommendation: Approve Proposed Fiscal Year 2014 Budget.

**MARIN ENERGY AUTHORITY
PROPOSED 2013/14 BUDGET
APRIL 1, 2013 - MARCH 31, 2014**

	<u>2012/13 Budget</u>	<u>2013/14 Budget</u>	<u>Change from prior year</u>
REVENUE AND OTHER SOURCES:			
Revenue - Electricity (net of allowance)	\$ 58,300,000	\$ 86,865,000	\$ 28,565,000
Public purpose energy efficiency program	350,000	2,100,000	1,750,000
Total revenue and other sources	<u>58,650,000</u>	<u>88,965,000</u>	<u>30,315,000</u>
EXPENDITURES AND OTHER USES:			
Cost of energy	49,300,000	76,427,000	27,127,000
Staffing ¹	1,045,000	1,450,000	405,000
Technical consultants	585,000	594,000	9,000
Legal counsel ²	135,000	335,000	200,000
Communications consultants and related expenses	800,000	650,000	(150,000)
Data manager ³	1,925,000	2,734,000	809,000
Service fees- PG&E	550,000	603,000	53,000
Other services	220,000	245,000	25,000
General and administration	240,000	297,000	57,000
Marin County green business program		15,000	15,000
Solar rebates		10,000	10,000
Energy efficiency and electric vehicle rebate program	10,000		(10,000)
Public purpose energy efficiency program ⁴	350,000	2,100,000	1,750,000
Total current expenditures	<u>55,160,000</u>	<u>85,460,000</u>	<u>30,300,000</u>
CAPITAL OUTLAY	10,000	20,000	10,000
DEBT SERVICE	990,000	1,195,000	205,000
Total expenditures and other uses	<u>56,160,000</u>	<u>86,675,000</u>	<u>30,515,000</u>
Net increase (decrease) in available fund balance	<u>\$ 2,490,000</u>	<u>\$ 2,290,000</u>	<u>\$ (200,000)</u>
CURRENT EXPENDITURES			

¹ *Staffing* – Increase accommodates addition of four full time staff

² *Legal counsel* – Increase will accommodate filing key petitions and involvement in strategic initiatives

³ *Data manager* – Increase will accommodate higher customer volume

⁴ *Public purpose energy efficiency program* – Ratepayer funds awarded by the CPUC

**MEA Budget Detail for Other Services
and General & Administration**

General and Administration

Office & meeting room rentals	\$ 200,000
Office supplies & postage	28,100
Data and telephone service	21,300
Dues & subscriptions	15,900
Office equipment leases	10,700
Insurance	9,400
Travel	4,300
Bank Service Fee	2,100
Conferences & professional dev	2,100
Business meals	1,600
Cell phones	1,200
Publications and legal notices	300
Total General and Administration	<hr/> \$ 297,000

Other Services

Accounting services and Payroll	\$ 114,000
Legislative consulting	37,100
IT Consulting	26,300
External audit	26,000
Miscellaneous professional fees	24,900
Human resources & fees	15,000
Recruitment costs	1,700
Total Other Services	<hr/> \$ 245,000



February 7, 2013

TO: Marin Energy Authority Board

FROM: John Dalessi, Operations and Development

RE: Proposed Marin Clean Energy Rates for Fiscal Year 2014
(Agenda item #10)

ATTACHMENT: Marin Clean Energy Proposed FY 2014 Rates

Dear Board Members:

The Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent ("Implementation Plan") describes the policies and procedures for setting and modifying electric rates for the Marin Clean Energy (MCE) program. As described in the Implementation Plan, the MCE annual ratesetting process is coordinated with the establishment of fiscal year program budgets. MCE rates are typically reviewed on an annual basis during the month of January to consider whether rate changes are warranted in consideration of the next fiscal year's projected budget and in consideration of other ratesetting objectives such as rate competitiveness, rate stability, customer understanding and equity among customers. Final rates for the fiscal year are typically adopted during the month of April.

MEA's ratesetting policies establish a sixty-day public review period for proposed rate changes before final rates are adopted by the Board. Acceptance of the proposed rates initiates the public review period. The proposed rates set forth in Attachment A should be considered preliminary and subject to revision pending adoption of the fiscal year budget in March. Accordingly, final rates would be adopted at the April, 2013 Board meeting.

BACKGROUND – MCE RATESETTING CYCLE, POLICIES AND PROCESS

Ratesetting Cycle

MEA typically adjusts MCE rates on an annual basis, and the new rates go into effect at or near the start of the fiscal year. Ratesetting is coordinated with the annual budgeting cycle due to the inherent linkages between MCE program budgets and MCE rates. Rates could be adjusted more frequently than annually, if necessary to ensure recovery of all MCE program costs, but this is not typical and has not been necessary to date.

Proposed rates are typically presented to your Board in February, based on the proposed upcoming fiscal year budget. This release of the proposed rates initiates a

sixty-day public review and comment period. If rate increases are being proposed, the affected MCE customers are provided with notice of said rate increase. Following completion of the sixty-day public review and comment period, final rates are adopted by your Board in April and placed into effect the following day. Final rates may differ from the initially proposed rates to account for changes resulting from adoption of the final fiscal year budget, consideration of public comments received on the initial proposed rates, and/or other factors that may be considered by your Board.

Ratesetting Policies

MEA has established various policies that are considered in designing MCE rates. These ratesetting policies include the following:

Revenue sufficiency: rates must recover all program expenses, debt service requirements, and prudent reserves; i.e., the “revenue requirement”.

Rate competitiveness: rates must allow MEA to successfully compete in the marketplace to retain and attract customers.

Rate stability: rates changes should be minimized to reduce customer bill impacts.

Customer understanding: rates should be simple, transparent and easily understood by customers.

Equity among customers: rate differences among customers should be justified by differences in usage characteristics or cost of service.

Efficiency: rates should encourage conservation and efficient use of electricity (e.g., off-peak vehicle charging).

To the extent that the policies may be in tension with one another, the rate proposal attempts to strike an appropriate balance. For example, a cost-of-service analysis might suggest that a particular rate should be increased, but the increase might be limited in the interest of rate stability or rate competitiveness. In accordance with the Implementation Plan, the policy of revenue sufficiency may not be violated; however, the Board may use discretion in how the other ratesetting policies are reflected in MCE rates.

Ratesetting Process

The ratesetting cycle begins with a forecast of MCE sales for the coming fiscal year. The forecast includes the number of customers that are expected to be enrolled and taking service on each of the MCE rate schedules as well as the monthly billing quantities expected under each rate schedule. Depending upon the rate schedule in question, billing quantities can include monthly kWh, kWh during specified time-of-use periods (on-peak, partial peak, off-peak), maximum monthly kW demand and maximum kW during specified time-of-use periods. The forecasted billing quantities are used to derive a forecast of revenues at current (and proposed) MCE rates.

The projected revenue at current rates, termed “present rate revenues”, are compared to the fiscal year budget that must be funded through rates (the “revenue requirement”) to

determine whether rate adjustments are warranted to address any projected surplus or deficit.

As an interim step in the rate design process, the revenue requirement is first allocated to customer classes. Customers are classified based on end-use and other service characteristics in an attempt to represent groups of customers with relatively similar cost-of-service profiles within the group. MEA has established nine customer classes that includes residential (Res-1), small commercial (Com-1 and Com-6), medium commercial (Com-10), large commercial (Com-19), industrial (Com-20), agricultural (Ag), street lighting (SL) and traffic control (TC) end uses. Revenues are allocated based on a cost of service analysis, assessment of competitiveness, and other policy considerations.

Rates are designed for the various rate schedules associated with each customer class in order to recover the revenues allocated to that class. There are currently 28 rate schedules that MCE customers may take service under.

FY 2014 PROPOSED RATES

Proposed rates have been developed consistent with the proposed budget referenced in Agenda Item #9. The proposed rates have been reviewed with the MEA Ad Hoc Rate Committee, and that Committee recommends that they be accepted by your Board for consideration.

FY 2014 Revenue Requirement

The FY 2014 revenue requirement is based on the proposed FY 2014 budget, adjusted for non-rate related revenues associated with the public purpose funding for energy efficiency programs. These energy efficiency funds are funded through utility delivery charges, and this portion of the MCE budget need not be funded through MCE rates.

The proposed revenue requirement for FY 2014 is \$87,301,374 as shown in Table 1. Revenues at present rates are projected to yield \$81,471,368, resulting in a need to increase rates by approximately 7% to avoid a projected deficiency of \$5,830,006. The increase is primarily related to higher power supply costs expected for FY 2014.

Table 1: Proposed FY 2014 Revenue Requirement

Revenues	
Present Rate Revenues	\$ 81,471,368
Public Purpose Energy Efficiency	\$ 2,100,000
Total Revenues	\$ 83,571,368
Expenses	
Power Supply Expenses	\$ 76,426,809
Other Operational Expenses	\$ 6,909,759
Debt Service	\$ 1,195,162

Other Uses	\$ 456,506
Energy Efficiency	\$ 2,125,000
Reserve Contribution	\$ 2,288,138
Total Expenses	\$ 89,401,374
Revenue Requirement (Expenses less EE funds)	\$ 87,301,374
Surplus (Deficiency) in Funds	\$ (5,830,006)
Required Rate Increase	7%

Proposed FY 2014 Revenue Allocation

MEA proposes to allocate revenues to customer classes using a system average percentage change methodology, meaning that revenues allocated to each customer class would increase by the same percentage as shown in Table 2.

Table 2: Proposed Class Revenue Allocation (FY2014 rates)

Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change
Residential	\$ 39,816,644	\$ 42,665,881	\$ 2,849,237	7%
Small Commercial 1 (Com-1)	\$ 10,620,575	\$ 11,380,572	\$ 759,997	7%
Small Commercial 2 (Com-6)	\$ 2,435,546	\$ 2,609,832	\$ 174,285	7%
Medium Commercial (Com-10)	\$ 10,648,125	\$ 11,410,094	\$ 761,969	7%
Large Commercial (Com-19)	\$ 10,998,026	\$ 11,785,033	\$ 787,007	7%
Industrial (Com-20)	\$ 6,049,543	\$ 6,482,442	\$ 432,899	7%
Agricultural	\$ 273,340	\$ 292,900	\$ 19,560	7%
Street Lighting (SL-1)	\$ 580,483	\$ 622,021	\$ 41,539	7%
Traffic Control (TC-1)	\$ 49,085	\$ 52,598	\$ 3,513	7%
Total	\$ 81,471,368	\$ 87,301,374	\$ 5,830,006	7%

In order to inform and guide the rate proposal, staff has performed a cost-of-service analysis and a comparative rate analysis to ascertain how MCE rates compare to costs as well as how they compare to the rates charged by PG&E.¹ In evaluating these considerations, there was no clear case to be made for modifying the system average percentage change revenue allocation results. Specifically, there are no customer

¹ In comparing rates it should be noted that the MCE standard "Light Green" rates provide a 50% renewable energy content as compared to the 20% renewable energy content currently offered by PG&E.

classes where average MCE revenues would be both above MEA's costs to serve and the corresponding PG&E generation average revenues (inclusive of the cost impacts of PG&E's CCA surcharges) such that a reduced allocation might be indicated. Likewise there are no customer classes where average MCE revenues would be both below MEA's costs to serve and the corresponding PG&E generation average revenues (inclusive of the cost impacts of PG&E's CCA surcharges) such that an increased allocation might be indicated.

Table 2 summarizes the results of the cost-of-service and competitive rate assessment. For ease of comparison, figures are shown as single cents-per-KWh average revenue or cost for each customer classification. Table 2 compares the average revenue paid by each customer class under the proposed rate structure to the average cost-of-service for the respective customer class and to the average revenues that would be paid under the currently effective PG&E generation rates.

Table 2: FY 2014 Proposed Rate Comparative Analysis Summary (Class Average Rates)²

Rate Group	Proposed MCE Average Revenue (cents per kwh)	MCE Cost of Service (cents per kwh)	PG&E Generation Average Revenue³ (cents per kwh)	PG&E CCA Surcharges⁴ (cents per kwh)
Residential	7.4	7.8	7.9	0.6
Small Commercial 1 (Com-1)	7.5	7.5	8.5	0.5
Small Commercial 2 (Com-6)	7.2	7.0	8.4	0.5
Medium Commercial (Com-10)	8.0	7.3	8.8	0.5
Large Commercial (Com-19)	7.4	7.0	8.0	0.4
Industrial (Com-20)	6.8	6.6	7.3	0.4
Agricultural	6.6	7.1	6.8	0.5
Street Lighting (SL-1)	6.8	6.1	7.3	0.1
Traffic Control (TC-1)	7.0	8.0	6.9	0.5
Total	7.4	7.4	8.1	0.5

The proposed revenue allocation strikes a balance between the objectives of rate competitiveness (comparison to PG&E), equity (comparison to cost) and stability (comparison to current).

As reflected in Table 2, the proposed MCE rates are generally lower than the generation rates currently charged by PG&E. Total customer generation costs, which include the MCE charges as well as the cost impacts of the PG&E CCA surcharges, are generally

² Figures in Table 2 are averages for the respective customer classes. Individual customer rates may vary.

³ PG&E class average generation revenue for 2013 are as shown in PG&E Advice Letter 4096-E-A, Table 3, filed December 31, 2012. The total figure shown reflects a weighted average for the MCE customer base.

⁴ PG&E CCA surcharges include the Power Charge Indifference Adjustment and the Franchise Fee Surcharge. Figures are class averages for the 2012/2013 vintage.

lower for MCE customers in the Commercial, Industrial and Street Lighting classifications and higher for customers in the Residential, Agricultural and Traffic Control classifications.

For a typical residential customer using 500 kWh per month, MCE service at the proposed rates will cost ninety cents per month more than service at PG&E's current generation rates.

Rate Design

Except as noted below, the proposed rate change is implemented by applying the average percentage change for the respective customer class shown in Table 2 to each current MCE rate component. Using Schedule Com-6 as an example, there are five MCE rate components (energy charges by season and time-of-use period), and each of those charges will be increased by 7% from their current levels.

Off-peak rates on certain rate schedules (Com-19 and Com-20) were reduced or held constant in order to maintain rate competitiveness and to promote efficient use of energy. Offsetting increases were made to peak or partial peak energy rates so that class revenue neutrality was maintained.

Time-of-use energy rates on optional residential rate schedules Res-7 and Res-9 were adjusted to better align with the corresponding rates charged by PG&E. These changes were made in a manner that maintains class revenue neutrality.

A new time-of-use rate option is proposed for customers who would otherwise take service on small commercial rate schedule Com-1. Customers taking service on PG&E rate schedule A-1-B (TOU) would be eligible for service under MCE's new schedule Com-1-TOU.

Recommendation: Accept the proposed rates contained in Attachment A, subject to approval of final FY 2014 rates in April, 2013.

**MARIN ENERGY AUTHORITY
MARIN CLEAN ENERGY
PRESENT AND FY 2014 PROPOSED RATES**

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>RESIDENTIAL CUSTOMERS</u>				
E-1, M, S, SR, T	RES-1			
	ENERGY CHARGE (\$/KWH)	All Energy	0.06900	0.07400
EL-1 (CARE)	RES-1-L			
	ENERGY CHARGE (\$/KWH)	All Energy	0.06900	0.07400
E-6	RES-6			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.18000	0.19300
		Summer Part Peak	0.07500	0.08000
		Summer Off-Peak	0.05000	0.05400
		Winter Partial Peak	0.07000	0.07500
		Winter Off-Peak	0.05000	0.05400
EL-6 (CARE)	RES-6-L			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.18000	0.19300
		Summer Part Peak	0.07500	0.08000
		Summer Off-Peak	0.05000	0.05400
		Winter Partial Peak	0.07000	0.07500
		Winter Off-Peak	0.05000	0.05400
E-7	RES-7			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.30000	0.37000
		Summer Off-Peak	0.05000	0.05000
		Winter Peak	0.20000	0.22000
		Winter Off-Peak	0.05000	0.05000

EL-7 (CARE)	RES-7-L		
	ENERGY CHARGE (\$/KWH)		
	Summer Peak	0.30000	0.37000
	Summer Off-Peak	0.05000	0.05000
	Winter Peak	0.20000	0.22000
	Winter Off-Peak	0.05000	0.05000

E-8	RES-8		
	ENERGY CHARGE (\$/KWH)		
	Summer	0.06900	0.07400
	Winter	0.06900	0.07400

EL-8 (CARE)	RES-8-L		
	ENERGY CHARGE (\$/KWH)		
	Summer	0.06900	0.07400
	Winter	0.06900	0.07400

E-9	RES-9		
	ENERGY CHARGE (\$/KWH)		
	Summer Peak	0.25000	0.16000
	Summer Part Peak	0.06000	0.09000
	Summer Off-Peak	0.05000	0.05000
	Winter Partial Peak	0.06000	0.07400
	Winter Off-Peak	0.05000	0.05000

COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS

A-1	COM-1		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08300	0.08900
	WINTER	0.05500	0.05900
A-1 TOU	COM-1-TOU		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	N/A	0.10400
	PART-PEAK	N/A	0.09800
	OFF-PEAK	N/A	0.07700
	<u>WINTER</u>		
	PART-PEAK	N/A	0.06700
	OFF-PEAK	N/A	0.05200
A-6	COM-6		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.21600	0.23100
	PART-PEAK	0.08500	0.09100
	OFF-PEAK	0.04200	0.04500
	<u>WINTER</u>		
	PART-PEAK	0.06600	0.07100
	OFF-PEAK	0.04300	0.04600
A-10-A	COM-10-A		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08100	0.08700
	WINTER	0.05900	0.06300
	DEMAND CHARGE (\$/KW)		
A-10-B	COM-10-B		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.10000	0.10700
	PART-PEAK	0.08200	0.08800
	OFF-PEAK	0.07000	0.07500
	<u>WINTER</u>		
	PART-PEAK	0.06300	0.06800
	OFF-PEAK	0.05400	0.05800
	DEMAND CHARGE (\$/KW)		
	SUMMER MAX	2.60000	2.80000

E-19-S, V

COM-19-S

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.09400	0.10100	
PART-PEAK	0.06200	0.07000	
OFF-PEAK	0.04900	0.04900	
<u>WINTER</u>			
PART-PEAK	0.05400	0.06500	
OFF-PEAK	0.04600	0.04600	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	7.20000	7.70000	
PART-PEAK	1.50000	1.60000	

E-19-P, V

COM-19-P

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.09500	0.10200	
PART-PEAK	0.06100	0.06500	
OFF-PEAK	0.04600	0.04600	
<u>WINTER</u>			
PART-PEAK	0.05100	0.06000	
OFF-PEAK	0.04300	0.04600	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	7.00000	7.50000	
PART-PEAK	1.50000	1.60000	

E-19-T, V

COM-19-T

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.07300	0.07800	
PART-PEAK	0.05600	0.06000	
OFF-PEAK	0.04500	0.04800	
<u>WINTER</u>			
PART-PEAK	0.04900	0.05300	
OFF-PEAK	0.04200	0.04500	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	7.30000	7.80000	
PART-PEAK	1.60000	1.70000	

E-20-S

COM-20-S

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.08700	0.09500	
PART-PEAK	0.05800	0.06500	
OFF-PEAK	0.04600	0.04600	
<u>WINTER</u>			
PART-PEAK	0.05100	0.05900	
OFF-PEAK	0.04300	0.04300	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	6.80000	7.30000	
PART-PEAK	1.40000	1.50000	

E-20-P

COM-20-P

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.09400	0.10100	
PART-PEAK	0.06100	0.06600	
OFF-PEAK	0.04600	0.04700	
<u>WINTER</u>			
PART-PEAK	0.05000	0.05800	
OFF-PEAK	0.04300	0.04600	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	7.40000	7.90000	
PART-PEAK	1.60000	1.70000	

E-20-T

COM-20-T

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.06700	0.07200	
PART-PEAK	0.05200	0.05600	
OFF-PEAK	0.04300	0.04300	
<u>WINTER</u>			
PART-PEAK	0.04600	0.05400	
OFF-PEAK	0.03900	0.04200	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	8.70000	9.30000	
PART-PEAK	1.90000	2.00000	

AGRICULTURAL CUSTOMERS

AG-1-A	AG-1-A		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08100	0.08700
	WINTER	0.06400	0.06900
	CONNECTED LOAD (\$/HP)		
	SUMMER MAX	1.00000	1.10000
AG-1-B	AG-1-B		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08100	0.08700
	WINTER	0.06200	0.06600
AG-4-A	AG-4-A		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.11900	0.12800
	OFF-PEAK	0.04900	0.05300
	<u>WINTER</u>		
	PART-PEAK	0.05200	0.05600
	OFF-PEAK	0.04400	0.04700
	CONNECTED LOAD (\$/HP)		
	SUMMER	1.00000	1.10000
AG-4-B	AG-4-B		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.09100	0.09800
	OFF-PEAK	0.05100	0.05500
	<u>WINTER</u>		
	PART-PEAK	0.05000	0.05400
	OFF-PEAK	0.04200	0.04500
	DEMAND CHARGE (\$/KW)		
	<u>SUMMER</u>		
	MAX	1.80000	1.90000
	PEAK	1.80000	1.90000
	WINTER	-	-

AG-5-A	AG-5-A		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.11100	0.11900
	OFF-PEAK	0.05300	0.05700
	<u>WINTER</u>		
	PART-PEAK	0.05600	0.06000
	OFF-PEAK	0.04700	0.05000
	CONNECTED LOAD (\$/HP)		
	SUMMER	2.70000	2.90000
	WINTER	-	-

AG-5-B	AG-5-B		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.10500	0.11300
	OFF-PEAK	0.03300	0.03500
	<u>WINTER</u>		
	PART-PEAK	0.04900	0.05300
	OFF-PEAK	0.02700	0.02900
	DEMAND CHARGE (\$/KW)		
	<u>SUMMER</u>		
	MAX	3.40000	3.60000
	PEAK	4.10000	4.40000
	WINTER	-	-

AG-5-C	AG-5-C		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.08600	0.09200
	PART-PEAK	0.04600	0.04900
	OFF-PEAK	0.03400	0.03600
	<u>WINTER</u>		
	PART-PEAK	0.04000	0.04300
	OFF-PEAK	0.03100	0.03300
	DEMAND CHARGE (\$/KW)		
	<u>SUMMER</u>		
	PEAK	7.50000	8.00000
	PART-PEAK	1.40000	1.50000
	WINTER	-	-

STREET AND OUTDOOR LIGHTING

LS-1, LS-2, LS-3, OL-1	SL-1		
	ENERGY CHARGE (\$/KWH)	0.06300	0.06800

TC-1	TC-1		
	ENERGY CHARGE (\$/KWH)	0.06500	0.07000

DEEP GREEN OPTION

Customers electing the Deep Green service option will pay the applicable rate for the Light Green service option plus the Deep Green Energy Charge.

ENERGY CHARGE (\$/KWH)	0.01000	0.01000
Voltage Discount		
For primary voltage, each component of the standard rate shall be discounted.	4%	



February 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Addendum to Agreement with Noble Solutions (Agenda Item #11)

ATTACHMENTS: A. Fully Executed Addendum for Data Manager Services between Noble Americas Energy Solutions LLC and MEA dated March 1, 2012
B. Draft Addendum for Data Manager Services between Noble Americas Energy Solutions LLC and MEA

Dear Board Members:

SUMMARY:

Background

On March 1, 2012 your Board approved a Data Services Agreement ("Agreement") Addendum with Sempra Energy Solutions (now Noble Energy Solutions) to add scope of services onto the original agreement (February 2010) that established retail settlement functions and management of customer account data with a termination date of April 30, 2015. This Addendum included an increase in the number of accounts being served and eliminated the monthly volumetric charge being charged for accounts between 71,001 and 115,000, resulting in a lower average cost of service under the amended Agreement. The addendum allowed for not only the increase in customer accounts, but the service related needs based on completion of Phase II of customer enrollment.

Current Proposal

The proposed addendum includes the existing provision of services for up to 125,000 meters, which will allow for expansion of service to the City of Richmond, and extends the term through December 2017 to ensure stability of service for MCE's data management needs. The proposed addendum also includes the addition of a suite of additional services to the existing scope, while maintaining a competitive pricing structure, including a stable rate per meter.

Highlights from additional scope of services include:

1. Enrollment and administration services supporting a new Balanced Payment Plan Program, providing customers with the option of paying a fixed cost per month to stabilize energy bills over a calendar year.
2. Enrollment and administration services and billing detail for a new On Bill Repayment program, part of the 2013/14 Energy Efficiency program.
3. Enhancements to customer information systems of tracking and interface, including metrics for answering calls during enrollment periods, enhanced bill

- viewing, automation of written correspondence with new and existing customers, and routine updating of contact information.
4. Adjusted and defined reporting practices including maintenance of historical usage and full volume usage by rate class.
 5. Provide translation services for messaging and inbound calls for Spanish, Vietnamese, Mandarin, Cantonese, Tagalog and Laotian languages to accommodate new service area demographics.
 6. Provide Qualified Reporting Services (QRE) for the Feed-in Tariff (FIT) program helping to streamline performance tracking and invoice creation on MCE's local renewable projects.

The fee structure has been adjusted in this Addendum to include the same flat monthly fee in place under the current agreement, while reducing the fee per customer meter from \$1.75 to \$1.50. This results in a substantial savings to MEA, notwithstanding the increase in services to be provided. The proposed fees are structured as follows:

- a) Monthly Fee. Each month during the Operational Period, MEA shall pay Noble a flat \$30,000 fee to cover fixed costs.
- b) Meter Fee. Each month during the Operational Period, MEA shall pay Noble \$1.50 for each CCA Customer meter enrolled in the CCA service.

Recommendation: Authorize execution of the Addendum for Data Manager Services Agreement between Noble Energy Solutions and MEA.

Addendum for Data Manager Services
Reference:
MASTER PROFESSIONAL SERVICES AGREEMENT
Between Noble Americas Energy Solutions LLC ("Noble")
And ("Marin Energy Authority")
As of ("February 5, 2010")
Addendum Date: March 1, 2012

This Addendum (the "Addendum") supplements the Marin Energy Authority Master Professional Services Agreement referred to above (the "Agreement") and supersedes the previously executed Addendum in its entirety.

This Addendum ("Addendum") is made part of the Master Professional Services Agreement ("Master Agreement") referred to above.

1. **EFFECTIVE PERIOD** This Addendum and the Master Agreement shall be in full force and effect as of the date that the Addendum and Master Agreement are executed by both Parties through the end of the Operational Period. The Operational Period shall be from May 1, 2010 through April 30, 2015.

2. **TECHNICAL TESTING**

(a) **Noble Requirements.** Noble shall complete the technical testing of all necessary electronic interfaces with the LDC, which provide for the communication by Internet and Electronic Data Interchange ("EDI") between Noble and LDCs to confirm system compatibility related to CCA Service Requests ("CCASRs"), billing collections, meter reading and electricity usage data. Noble shall demonstrate successful completion of all standard LDC technical testing and shall have the capability and signed agreements necessary to communicate or exchange the information using EDI, Internet or an electronic format acceptable to the LDC.

(b) **LDC Requirements.** The LDC will provide the Meter Data Management Agent services and will make the data accessible to Noble on an MDMA server pursuant to the LDC standards.

3. **DESCRIPTION OF DATA MANAGER SERVICES** During the Operational Period Noble shall provide the Data Manager Services listed below.

(a) **Electronic Data Exchange Services:**

- Receive CCASRs from the LDC which specify the changes to a CCA customer's choice of services such as customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
- Obtain customer usage data from the LDC's MDMA server (867 Electronic Data Interchange Files).
- Communicate the amount to be billed by the LDC for services provided by the CCA (810 Electronic Data Interchange Files).
- Receive payment transactions toward CCA charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).

(b) **Customer Information System:**

- Maintain a customer data base of all CCA Customers and identify each customer's enrollment status, payment and collection status.

(c) **Customer Call Center:**

- Staff a call center between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding LDC holidays.
- Receive calls from CCA customers referred to Noble by the LDC and receive calls from CCA customers choosing to contact Noble directly without referral from the LDC.
- Provide a contact telephone number on the LDC invoice that would allow CCA customers to contact Noble directly.

- Respond to telephone inquiries from CCA customers using a script developed by the CCA. For questions not addressed by the script, refer inquiries either back to the LDC or to the CCA.
- Respond to customer inquiries within an average of 24 hours. Inquiries would be received either through telephone calls, Internet Chat or email.

(d) Billing Administration:

- Maintain a table of rate schedules provided by the CCA
- Apply LDC account usage against applicable rate
- Review application of CCA rates to LDC accounts to ensure that the proper rates are applied to the accounts.
- Timely provide billing information to the LDC to meet the LDC billing window.
- Use commercially reasonable efforts to remedy billing errors in a timely manner, no more than two billing cycles.

(e) Reporting

- Daily and monthly report of billing information (usage, dollars, etc)
- Daily and monthly report of payment transactions received
- Weekly report of delinquent accounts
- Weekly report of exceptions (usage delayed, usage received but unbilled, usage gaps, etc)
- Weekly report of accounts added and dropped
- Monthly report of error rate
- Monthly report of billing timeliness
- Monthly report to MEA that indicate the number of Customer Call Center inquiries received, the average time required to respond to the inquiry, the percentage of issues resolved per inquiry

(f) Settlement Quality Meter Data

- Noble shall provide MEA or MEA's designated Load Serving Entity ("LSE") with Settlement Quality Meter Data ("SQMD") as required from LSE's by the CAISO.
- Upon MEA's request, Noble shall submit the SQMD directly to the CAISO on behalf of MEA or MEA's designated LSE.
- The parties shall work together and agree on an acceptable format for the SQMD.
- MEA agrees that Noble shall have no responsibility for any changes or penalties assessed by the CAISO associated with the SQMD under an indemnity or otherwise.
- Noble shall prepare the SQMD using the same level of care that Noble would use if preparing the SQMD for its own account as an LSE, however, Noble hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.

4. FEES

4.1 Cancellation Fee. The Cancellation Fee described in 7(a) of the Agreement shall be \$125,000.

4.1 Electricity Usage Fee. For the Tier 1 Electricity Usage as defined in Section 5, each month during the Operational Period MEA shall pay Noble \$0.45/MWh for every MWh of metered usage of CCA customers. There will be no Electricity Usage Fee for the Tier 2 Electricity Usage as defined in Section 5. The monthly Tier 1 usage limit shall be estimated by dividing the annual Electricity Usage figure shown in Section 5 by 12. The actual Tier 1 and Tier 2 usage shall be determined at the end of each twelve-month period ending on June 30, and the subsequent monthly invoice shall include a charge or credit to reconcile the actual and estimated Electricity Usage Fees during such period.

4.2 Meter Fee. Each month during the Operational Period MEA shall pay Noble \$1.75 for each CCA Customer meter enrolled in the CCA service. This charge applies to all meters – Tier 1 and Tier 2.

5. PRICING ASSUMPTIONS

The Fees defined in Section 4 are based on the assumed Contract Quantities identified below. The parties acknowledge that a "material change" in such quantities may cause Noble to incur additional costs to perform its obligations under this Agreement. A "material change" shall be at least a 20% deviation from the assumed

Contract Quantities of either Number of Meters or Electricity usage in the aggregate. In the event of material change in Contract Quantities, Noble may adjust the fees in Section 4 as necessary to cover its additional costs.

Contract Quantities		
Tier	Number of Meters – PG&E Territory	Electricity Usage (MWh/ year) – PG&E territory
1	Up to 71,000	800,000
2	More than 71,000 but less than 115,000	n/a

6. DEFINITIONS

"CCA Customer" means a customer enrolled in the MEA CCA Service.

"CCA Service" means Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

"CCA Service Request ("CCASR")" means requests in a form approved by MEA's Local Utility to change a CCA's customer or utility customer's choice of services which could include returning a CCA's customer to bundled utility service or direct access service.

"LDC" means the relevant electric utility such as Pacific Gas & Electric or Southern California Edison as appropriate.

"Meter Data Management Agent (MDMA) Services" means reading the LDC's customers' meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to MEA's LDC standards.

NOBLE AMERICAS ENERGY SOLUTIONS LLC

By: 

Title: James M. Wood
President

py

MARIN ENERGY AUTHORITY

By: 

Title: EXECUTIVE OFFICER

By: 

Title: CHAIR, MARIN ENERGY AUTHORITY

Addendum for Data Manager Services

Reference:

MASTER PROFESSIONAL SERVICES AGREEMENT
Between Noble Americas Energy Solutions LLC ("Noble")
And Marin Energy Authority ("MEA")
As of ("February 5, 2010")
Addendum Date: [February 8], 2013

This Addendum (the "Addendum") supplements the Marin Energy Authority Master Professional Services Agreement referred to above (the "Agreement") and supersedes the previously executed Addendum for Data Manager Services for the Operational Period set forth below.

This Addendum ("Addendum") is made part of the Master Professional Services Agreement ("Master Agreement") referred to above.

1. OPERATIONAL PERIOD The Operational Period for the Addendum shall be from April 1, 2013 through Dec 31, 2017.

2. DESCRIPTION OF DATA MANAGER SERVICES During the Operational Period Noble shall provide the Data Manager Services listed below.

(a) Electronic Data Exchange Services:

- Process CCASRs from/to the LDC which specify the changes to a customer's choice of services such as enrollment in Marin Clean Energy ("MCE") Light Green or Deep Green service, On Bill Repayment (OBR) service, Balanced Payment Plan (BPP), customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
- Obtain all customer usage data from the LDC's MDMA server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- Maintain and communicate the amount to be billed by the LDC for services provided by MCE (810 Electronic Data Interchange Files).
- Receive and maintain all data related to payment transactions toward MCE charges from the LDC after payment is received by the LDC from customers (820 Electronic Data Interchange Files).
- Process CCASRs with PG&E when customer status changes.

(b) Qualified Reporting Entity ("QRE") Services:

- Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between MEA and Noble, serve as a QRE for certain locally situated, small-scale renewable generators supplying electric energy to MCE through its feed-in tariff ("FIT").
- Submit a monthly generation extract file to WREGIS on MCE's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- For the purpose of collecting applicable generation and usage data for MCE FIT projects and consistent with the LDC's applicable meter servicing agreement, serve as designated "subcontractor" for certain FIT projects: Noble shall receive applicable electric meter data from the LDC and shall provide such data to MCE for purposes of performance tracking and invoice creation.

(c) Customer Information System:

- Maintain an accurate customer database of all customers who are offered MCE service and identify each customer's enrollment status, payment, collection status and correspondence with customer.
- Allow MCE to have functional access to the online database to add customer interactions and other account notes.
- Within eight months of contract date, allow MCE to view customer email or written letter correspondence within online database.
- Maintain and provide as needed historical usage data on all customers going back from start of service or no less than five years.

- Maintain viewing access, available to appropriate MEA staff, to view PG&E bills for MCE customers, including supporting the intuitive parsing and labeling of PG&E provided files.
- Process CCASR's with PG&E when customer status changes.
- Maintain and communicate as needed record of customers who have been offered service with MCE but have elected to opt out, either before or after starting service with MCE.
- Maintain and communicate as needed records of Net Energy Metering credits for customers to be posted on bill and settled annually.
- When requested by MCE, place OBR charges on the relevant customer account, identified by SAID.
- When requested by customer and approved by MCE, place BPP charges on the relevant customer account, identified by SAID.
- Identify customers participating in OBR and BPP programs in database.
- Include OBR and BPP payment information in all relevant reports.
- Perform quarterly BPP reviews to assess appropriate customer charge level.
- Maintain all customer data according to MCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- Maintain NES Security Breach Policy.
- Provide master customer list weekly, via SFTP, for MCE importation to web portal.

(d) Customer Call Center:

- Staff a call center during any Statutory Enrollment Period 24 hours a day, 7 days a week.
- Staff a call center during non-enrollment period between the hours of 7 AM and 7 PM PPT Monday through Friday, excluding LDC holidays.
- Ensure sufficient number of Data Manager Experts (trained to Tier 3 level proficiency) are available to seamlessly manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding LDC holidays.
- Ensure that a minimum of 80% of all calls will be answered within 60 seconds during non-enrollment periods.
- Ensure a no greater than 10% abandon rate for all non-enrollment period calls.
- Record all inbound calls and make available to MEA staff upon request.
- Receive calls from MCE customers referred to Noble by the LDC and receive calls from MCE customers choosing to contact Noble directly without referral from the LDC.
- Provide a contact telephone number on the LDC invoice that would allow MCE customers to contact Noble directly.
- Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- Respond to telephone inquiries from MCE customers using a script developed and updated quarterly by MEA. For questions not addressed within the script, refer inquiries either back to the LDC or to MEA.
- Respond to customer inquiries within 24 hours, including inquiries received either through telephone calls, email, fax or web-portal.
- Offer bi-annual cross training to LDC call center.
- Ensure monthly status reports are provided during the first week of each month
- Ensure weekly status reports are provided during enrollment periods.
- Provide translation services for messaging and inbound calls for Spanish, Vietnamese, Mandarin, Cantonese, Tagalog and Laotian languages.

(e) Billing Administration:

- Maintain a table of rate schedules provided by MEA, including Deep Green and On-Bill Repayment (OBR) Charges.
- Send OBR as a separate line item to PG&E for placement on monthly bill during term of repayment. Apply LDC account usage for all MCE customers against applicable rate to allow for customer billing.
- Review application of MCE rates to LDC accounts to ensure that the proper rates are applied to the accounts.
- Timely submit billing information for each customer to the LDC to meet the LDC billing window.
- Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.

- Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to MCE designated printer.
- Provide customer mailing list to MCE designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- Send an MCE provided letter to customers that are over 90 days and \$250 overdue. If no payment is received from the customer within 60 days of notice being sent, issue a CCASR to return customer to LDC.

(f) Reporting:

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Days To Invoice	Weekly, Monthly	SFTP
Deep Green Opt Up with Address	Weekly, Monthly	SFTP
Fairfax UUT	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report - Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

(g) Settlement Quality Meter Data:

- Noble shall provide MCE or MCE's designated Load Serving Entity ("LSE") with Settlement Quality Meter Data ("SQMD") as required from LSE's by the CAISO.
- Upon MEA's request, Noble shall submit the SQMD directly to the CAISO on behalf of MCE or MCE's designated LSE.
- The parties shall work together and agree on an acceptable format for the SQMD.
- MEA agrees that Noble shall have no responsibility for any changes or penalties assessed by the CAISO associated with the SQMD under an indemnity or otherwise.
- Noble shall prepare the SQMD using the same level of care that Noble would use if preparing the SQMD for its own account as an LSE, however, Noble hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.

4. FEES

- Monthly Fee. Each month during the Operational Period, MEA shall pay Noble a \$30,000 fee.
- Meter Fee. Each month during the Operational Period, MEA shall pay Noble \$1.50 for each MCE Customer meter enrolled in the CCA service.

5. PRICING ASSUMPTIONS

The Fees defined in Section 4 are based on service to 125,000 meters. The parties acknowledge that a "material change" in such quantities may cause Noble to incur higher marginal costs to perform its obligations under this

Agreement. A “material change” shall be at least a 20% deviation from 125,000 meters served. In the event of material change in Contract Quantities, Noble may adjust the fees in Section 4 as necessary to cover the higher marginal costs.

The Fees defined in Section 4 include only the services and items expressly set forth in this Addendum. Unless otherwise agreed to by the Parties in an Addendum, the cost of any additional deliverables provided by NES to MEA shall be passed through directly to MEA without mark-up using a labor rate of \$150.00 per hour.

6. NOTICES

The notice addresses as set forth in Section 21 of the Agreement are updated as follows:

Contract Manager:	MCE; Attn.: Emily Goodwin
MCE Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6035

Notices shall be given to Contractor at the following address:

Contractor:	Noble Americas Energy Solutions; Attn: Drake Welch
Address:	401 West A Street, Suite 500
	San Diego, CA 92101
Telephone No.:	(619) 684-8039

7. DEFINITIONS

“CCA Service” means Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

“CCA Service Request (“CCASR”)” means requests in a form approved by MCE’s Local Utility to change a CCA’s customer or utility customer’s choice of services which could include returning a CCA’s customer to bundled utility service or direct access service.

“LDC” means the relevant electric utility such as Pacific Gas and Electric Company.

“Mass Enrollment” means the automatic enrollment of customers into a CCA program where new service is being offered for the first time to a group of eligible customers.

“Meter Data Management Agent (MDMA) Services” means reading the LDC’s customers’ meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to MCE’s LDC standards.

“Statutory Enrollment Period” means three months prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and the two months following Mass Enrollment. The Statutory Enrollment Period takes place over a six month period.

NOBLE AMERICAS ENERGY SOLUTIONS LLC

By: _____

Title: _____

MARIN ENERGY AUTHORITY

By: _____

Title: _____

By: _____

Title: _____

DRAFT



February 7, 2013

TO: Marin Energy Authority Board

FROM: Elizabeth Kelly, Legal Director

RE: First Amendment to River City Bank Credit Agreement (Agenda item #12)

ATTACHMENT: Amendment Number 1 to the Credit Agreement dated as of January 6, 2011 by and between Marin Energy Authority and River City Bank

Dear Board Members:

SUMMARY:

On January 6, 2011, your Board entered into to a Credit Agreement in the principal amount of \$2,300,000 with River City Bank (the "Refinancing Agreement"). On February 3, 2012, your board entered into a Credit Agreement in the principal amount of \$3,000,000 with River City Bank (the "Phase 2 Agreement") to facilitate the roll-out of service to Phase 2 customers. The Phase 2 Agreement contains substantially the same terms and conditions as the Refinancing Agreement, however certain terms were updated to reflect MEA's developing operations.

This Amendment 1 to the Refinancing Agreement would make conforming changes to align with the later Phase 2 Agreement. Specifically:

- Section 7.5: Increase permitted liens amount from \$100,000 to \$500,000 and schedule other Permitted Liens.
- Section 7.16: Clarify the timeline of analysis of Net Revenues to March 31 and September 30 of each year.
- Section 8.1: Increase judgment amounts triggering an Event of Default from \$100,000 to \$500,000 and conform cross-default language to that of the Phase 2 Agreement.

Recommendation: Authorize execution of Amendment Number 1 to the Refinancing Agreement.

AMENDMENT NUMBER 1

Original Note Amount: \$2,300,000.00

Original Credit Agreement Date: January 6, 2011

This Amendment Number 1 dated February 7, 2013 to the Credit Agreement dated as of January 6, 2011 is by and between Marin Energy Authority as Borrower and River City Bank, as Lender (the “Amendment”). Terms not defined herein shall have the same meaning as defined in the Credit Agreement.

WHEREAS, Borrower and Lender have agreed to amend that certain Credit Agreement dated as of January 6, 2011 (the “Credit Agreement”) to conform terms of the covenant section and event of default section to those of other Credit Agreements and Revolving Credit Agreements between Borrower and Lender.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

Amendments to Section 7. Covenants.

Sub-points “(c)” and “(d)” of Section 7.5. “Liens.” are hereby replaced as follows:

(c) The pledge of assets for the purpose of securing an appeal, stay or discharge in the course of any legal proceeding, provided that the aggregate amount of liabilities of Borrower secured be a pledge of assets permitted under this subsection, including interest and penalties thereon, if any, shall not be in excess of \$500,000 at any one time outstanding.

(d) The Liens as provided on Schedule 7.4 hereto; and

The first paragraph of Section 7.16. “Maintenance of Revenues in Excess of Expenditures.” is hereby replaced as follows:

Borrower shall fix, prescribe and collect rates, fees and charges for the services and commodities provided by the System which will be sufficient to yield Net Revenues during each fiscal year which shall equal at least 125% of the sum of payments of principal and interest on all outstanding Indebtedness for Borrowed Money and Obligations of Borrower to Lender in that fiscal year. This will be measured semi-annually at March 31st and September 30th going forward.

Amendments to Section 8. Events of Default and Remedies.

Sub-point “(e)” of Section 8.1 “Events of Default.” is hereby replaced as follows:

(e) any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of \$500,000 is entered or filed against Borrower or against any of its Properties and remains unvacated, unbounded or unstayed for a period of thirty (30) days; or

A new sub-point (j) to Section 8.1 is hereby added to Events of Default.

(j) default in the observance or performance of any provision hereof, the Promissory Note or any Shell Agreement which is not remedied within fifteen (15) days after the written notice thereof to Borrower by Lender.

- 1) **Effectiveness:** This Amendment shall be effective as of the date first written above when this fully executed Amendment has been received by Lender in form and substance satisfactory to Lender.

By signing this Amendment, Borrower represents to Lender that no default or Event of Default has occurred or is continuing.

MARIN ENERGY AUTHORITY

Dawn Weisz
Executive Officer

Damon Connolly
Chairman of the Board

RIVER CITY BANK

Authorized Signer:
Title:



renewable. reliable. affordable.

Renewable Energy Procurement: 2013 Open Season Update



February 7, 2013

MEA Open Season – Key Considerations

- **Additional RE purchases will be necessary to meet future demand of MCE customers:**
 - **Phase out of SENA RE deliveries**
 - **CA RPS increase from 20% to 33% (2020)**
 - **Minimum in-state delivery requirements increase from 50% to 75% (of total RE deliveries)**
 - **Aspiration to maximize supply from new, in-state renewables**
- **MEA and RE project developers/marketers benefit from a standardized procurement process with clearly defined requirements**
- **Ongoing focus on procurement, consistent with adopted Resource Plan:**
 - **Cost stability**
 - **Cost minimization**
 - **Technological diversity**
 - **Supplier diversity**
- **Avoid the need to “time” market for unfilled RE needs**



MEA Open Season – 2012 Process

- Process designed to encourage broad participation
- High-level planning considerations reflected in bid requirements
- Exclusive focus on in-state, RPS-eligible renewable energy resources
- MEA credit terms/requirements were not specifically addressed in Open Season materials
- Robust response received from market
- 2012 Open Season Process – Key Requirements
 - Standardized response template
 - All environmental/green attributes transferred to MEA
 - Project capacity limits: 1MW – 20MW
 - Annual energy limits: $\leq 50,000$ MWhs
 - Delivery start dates: January 1, 2013 through December 31, 2016
 - Minimum contract term: 10 years
 - Acceptance of MEA's standard RE contract terms*



MEA Open Season – Changes for 2013 (1)

- Improved coordination with general resource planning efforts:
 - Updated load forecast
 - Updated RE forecast

<i>Open Position, RPS-Eligible Renewables (MWh)</i>	2014	2015	2016	2017	2018	2019	2020
Portfolio Content Category 1 ("Bucket 1")	28,000	27,000	27,000	84,000	150,000	170,000	190,000
Portfolio Content Category 2 ("Bucket 2")	-	-	-	49,000	53,000	57,000	60,000
Portfolio Content Category 3 ("Bucket 3")	44,000	47,000	33,000	33,000	35,000	38,000	40,000
Open Position, Voluntary RECs - Green-e Energy (WECC)	290,000	290,000	290,000	290,000	270,000	240,000	220,000

- Participation limited to:
 - RE resources within each of three defined RPS-eligible product categories or “Buckets”
 - Green-e Energy certificates (supports 50% RE for Light Green and 100% RE for Deep Green)
 - Resource Adequacy Capacity (mandatory procurement obligation)



MEA Open Season – Changes for 2013 (2)

- Minimum contract term length has been reduced: increased flexibility for shorter-term opportunities
- Requests to modify standard PPA terms:
 - MEA will not accept or discuss proposed contract changes that impose credit requirements on the Authority or its Members (proposal disqualification)
 - Any requested changes to MEA's standard PPA must be submitted as an attachment to each response; requested changes received after response submittal will not be accepted (proposal disqualification)
- *Overarching Process Improvements*
 - *Increased emphasis on counterparty strength*
 - *Improved coordination with overall resource planning efforts*
 - *Attempt to increase response quality as opposed to quantity*



Questions? Comments?



Marin Energy Authority

Open Season for Renewable Energy Procurement – Procedural Overview

- 1) Introduction:** The Marin Energy Authority (“MEA” or “the Authority”) has made a commitment to procuring and delivering increasing amounts of renewable energy (“RE”) to Marin Clean Energy (“MCE”) customers. Consistent with its adopted Integrated Resource Plan, MCE customers currently receive a minimum 50 percent RE (27 percent from California RPS-eligible sources). As part of MEA’s effort to fulfill this commitment, the Authority has established an annual Open Season procurement process (“Open Season”). The Open Season will provide a competitive, objectively administered opportunity for qualified suppliers, which have an interest in serving the RE requirements of MCE customers.

The following overview provides important details related to MEA’s Open Season, which must be observed by all prospective suppliers. Responses must adhere to the terms and procedures described herein; failure to observe these terms and procedures will result in proposal disqualification/rejection. MEA may amend or suspend the administration of this Open Season procurement process at its sole discretion. The Open Season does not establish a purchase commitment from MEA for renewable energy, electric capacity or any other product that is offered as a result of this process. MEA reserves the right to execute agreements with zero, one or more qualified respondents as determined by MEA in its sole discretion.

- 2) Standardized Response Template:** All respondents must use the current Standardized Response Templates (“Templates”) provided by MEA. MEA will post the Templates on its website (<http://www.marinenergyauthority.org/energy-procurement>) and will require respondents to independently access and download the Templates prior to response preparation. An unmodified version of the appropriate Template must be completed in its entirety based on instructions provided in the Template. MEA may update the Templates from time to time, so respondents are encouraged to periodically visit MEA’s website to determine if any changes have been incorporated in the Templates. Only submittals of the currently applicable Templates will be reviewed.
- 3) Resource Eligibility:** All proposed generating resources must be certified by the California Energy Resources Conservation and Development Commission (“CEC” or “Commission”) as Eligible Renewable Energy Resources (or must receive CEC certification prior to the commencement of any energy deliveries proposed in the appropriate response Template), as set forth in applicable sections of the California Public Utilities Code (“Code”), which may be amended or supplemented from time to time. Each respondent shall be responsible for

certification of the proposed resource through the certification process administered by the CEC and provide information requested by the CEC pursuant to applicable sections of the Code.

- 4) Renewable Energy Need:** Based on recent updates to the MCE load forecast, the following open positions have been identified through the 2020 calendar year:

Open Position, RPS-Eligible Renewables (MWh)	2014	2015	2016	2017	2018	2019	2020
Portfolio Content Category 1 ("Bucket 1")	28,000	27,000	27,000	84,000	150,000	170,000	190,000
Portfolio Content Category 2 ("Bucket 2")	-	-	-	49,000	53,000	57,000	60,000
Portfolio Content Category 3 ("Bucket 3")	44,000	47,000	33,000	33,000	35,000	38,000	40,000
Open Position, Voluntary RECs - Green-e Energy (WECC)	290,000	290,000	290,000	290,000	270,000	240,000	220,000

Information presented in the preceding table should be used by respondents to inform the development of proposals submitted under this process. At this point in time, MEA will generally limit contracting efforts to the volumes presented in this table. For example, MEA will not be considering bids for Bucket 2 products with delivery start dates that will occur prior to January 1, 2017. Note: MEA may periodically update this forecast based on currently available information. Such updates may not be reflected in posted Open Season materials but will impact MEA's planning and procurement decisions.

5) Requested Renewable Energy Products:

a. Portfolio Content Category 1 ("Bucket 1") Eligible Renewable Energy meeting the following criteria

- i. Resource Location:** In-state (only California-based resources will be considered).
- ii. Product:** Electric energy, Environmental Attributes/Renewable Energy Certificates and Capacity (if available).
- iii. Generating Capacity:** Minimum one (1) megawatt ("MW"), AC.
- iv. Annual Delivery Specifications:** Delivered energy volumes shall be limited to the noted, annual open position for Bucket 1 resources. Maximum annual deliveries for proposed long-term purchase arrangements may not exceed specified volumes for Bucket 1 resources in the 2020 calendar year.
- v. Initial Date of Delivery:** No sooner than January 1, 2014.

vi. Term of Agreement: Not less than two (2) years, commencing on the Initial Date of Delivery; not more than twenty five (25) years, commencing on the Initial Date of Delivery.

vii. Proposed Pricing: Each respondent shall propose a single, flat price for each megawatt-hour of electric energy produced by the proposed resource. This energy price shall remain constant throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery adjustments. This energy price shall include procurement of: the energy commodity, all environmental attributes related thereto, capacity benefits (if available), transmission charges to the delivery point, including but not limited to CAISO imbalance costs, fees and penalties as well as scheduling fees associated with delivered energy volumes. *Respondents may propose alternative pricing options so long as the aforementioned pricing requirement has been satisfied.*

viii. Point of Delivery: Respondents may propose product delivery consistent with either of the following specifications:

1. Respondent shall be financially and operationally responsible for delivery of all electric energy to the NP15 trading hub, as defined by the CAISO. Respondent shall plan to serve as its own scheduling coordinator or make arrangements for a third party scheduling coordinator at no cost to MEA.
2. Respondent shall be financially and operationally responsible for delivery of all electric energy to the generator's applicable production node. MEA shall serve as its own scheduling coordinator, or make arrangements for a third party scheduling coordinator at MEA's sole expense, scheduling all electric energy from the generator's applicable production node.

b. Portfolio Content Category 2 ("Bucket 2") Eligible Renewable Energy meeting the following criteria

i. Resource Location: Western Electricity Coordinating Council ("WECC").

ii. Product: Electric energy and related Environmental Attributes/Renewable Energy Certificates. All deliveries must meet minimum specifications for Bucket 2 resources, which are described in the Code and applicable regulations.

- iii. **Generating Capacity:** Minimum one (1) megawatt (“MW”), AC.
 - iv. **Annual Delivery Specifications:** Delivered energy volumes shall be limited to the noted, annual open position for Bucket 2 resources. Maximum annual deliveries for proposed long-term purchase arrangements may not exceed specified volumes for Bucket 2 resources in the 2020 calendar year.
 - v. **Initial Date of Delivery:** No sooner than January 1, 2017.
 - vi. **Term of Agreement:** Not less than two (2) years, commencing on the Initial Date of Delivery; not more than twenty five (25) years, commencing on the Initial Date of Delivery.
 - vii. **Proposed Pricing:** Each respondent shall propose a single, flat price for each megawatt-hour of electric energy produced by the proposed resource. This energy price shall remain constant throughout the entire contract term and shall not be adjusted by periodic escalators or time of delivery adjustments. This energy price shall include procurement of: the energy commodity, all environmental attributes related thereto, capacity benefits (if available), transmission charges to the delivery point, including but not limited to CAISO imbalance costs, fees and penalties as well as scheduling fees associated with delivered energy volumes. *Respondents may propose alternative pricing options so long as the aforementioned pricing requirement has been satisfied.*
 - viii. **Point of Delivery:** Each respondent shall be financially and operationally responsible for delivery of all electric energy to the NP15 trading hub, as defined by the CAISO. Each respondent shall plan to serve as its own scheduling coordinator or make arrangements for a third party scheduling coordinator at no cost to MEA.
- c. **Portfolio Content Category 3 (“Bucket 3”) Eligible Unbundled Renewable Energy Certificates meeting the following criteria:**
- i. **Resource Location:** Western Electricity Coordinating Council (“WECC”).
 - ii. **Product:** Environmental Attributes/Renewable Energy Certificates meeting the minimum specifications for Bucket 3 resources, which are described in the Code and applicable regulations. Respondents must proposed deliveries that align certificate vintage(s) and calendar year(s).

For example, any certificates that are offered to meet MEA's open position in 2014 must meet vintage requirements for the 2014 calendar year.

- iii. **Generating Capacity:** Not applicable.
 - iv. **Annual Delivery Specifications:** Delivered certificate quantities shall be limited to the noted, annual open position for Bucket 3 resources.
 - v. **Initial Date of Delivery:** No sooner than January 1, 2014.
 - vi. **Term of Agreement:** Not less than one (1) year, commencing on the Initial Date of Delivery; not more than three (3) years, commencing on the Initial Date of Delivery.
 - vii. **Proposed Pricing:** Each respondent shall propose a single, flat price for each certificate produced by the noted resource(s).
 - viii. **Point of Delivery:** Not applicable.
- d. **Green-e Energy Eligible Renewable Energy Certificates meeting the following criteria:**
- i. **Resource Location:** Western Electricity Coordinating Council ("WECC").
 - ii. **Product:** Green-e Energy eligible renewable energy certificates. All proposed resources/certificates must meet applicable specifications identified in the current Green-e Energy National Standard ("Standard"). The Standard may be reviewed/downloaded by visiting the Green-e Energy website: <http://www.green-e.org/>. All certificates must meet vintage requirements corresponding with the calendar year in which such certificates are delivered to MEA. For example, any certificates that are offered to meet MEA's open position in 2014 must meet vintage requirements for the 2014 calendar year. ***Note: large hydroelectric generators with installed capacity of 30 MW or greater will not be considered during MEA's Open Season process.***
 - iii. **Generating Capacity:** Not applicable.
 - iv. **Annual Delivery Specifications:** Delivered certificate quantities shall be limited to the noted, annual open position for Green-e Energy resources.
 - v. **Initial Date of Delivery:** No sooner than January 1, 2014.

vi. **Term of Agreement:** Not less than one (1) year, commencing on the Initial Date of Delivery; not more than three (3) years, commencing on the Initial Date of Delivery.

vii. **Proposed Pricing:** Each respondent shall propose a single, flat price for each certificate produced by the noted resource(s).

viii. **Point of Delivery:** Not applicable.

6) Requested Resource Adequacy Capacity Product (Resource Adequacy Capacity/Local Resource Adequacy Capacity): In addition to the aforementioned products, MEA is seeking proposals for: 1) up to **50 MW of Standard Resource Adequacy (“RA”) Capacity Product that qualifies to meet “RA Capacity Requirements” (“SCP”);** and 2) up to **25 MW of Local RA Capacity that qualifies to meet “Local Capacity Requirements” (“LCR”),** as those terms are defined and otherwise identified by the CAISO. MEA seeks delivery of the requested SCP product no sooner than June 2015; delivery of the LCR product shall be accepted no sooner than January 2016. The product being sought shall be for Firm Resource Adequacy Capacity Products with Local Area Reliability (LAR) Attributes associated with the physical location of a unit within the CAISO-defined Greater Bay Area, Stockton, Humboldt, North Coast/North Bay, Sierra, Greater Fresno, or Kern local areas. Please submit offers for as many units as are available and provide quantity, price and unit details as identified in the applicable response Template for RA products.

7) Transfer of Environmental Attributes/Renewable Energy Certificates: As part of the proposed transaction, all Environmental Attributes/Renewable Energy Certificates must be tendered and transferred (via the Western Renewable Energy Generation Information System – WREGIS – or its successor) to MEA without any additional costs or conditions.

8) Acceptance of MEA’s Standard Contract Terms: Each respondent shall review the terms and conditions included in MEA’s standard power purchase agreement for RE. Any requested changes to the MEA standard power purchase agreement must be included electronically, in redline form, as an attachment to the response. Respondents should be aware that MEA will not accept or discuss changes that impose credit requirements (not already reflected in the document) on the Authority or its member municipalities. Inclusion of such requested changes in any response shall be grounds for disqualification/rejection. If no changes are requested, the respondent must include a statement indicating acceptance of MEA’s standard contract terms. ***Note: Changes noted after response submittal may result in response disqualification/rejection.*** MEA will post its standard power purchase agreement for RE on the MEA website (<http://www.marinenergyauthority.org/energy->

[procurement](#)) and will require respondents to independently access and download this document prior to response preparation.

9) Open Season Schedule: The Open Season shall be annually administered based on the following schedule:

- a. Deadline for response submittal: only electronic submittals will be accepted; such submittals must be received by MEA no later than 5:00 P.M. on March 1st of each calendar year (or the following business day, if March 1st falls on a weekend or holiday). All responses should be submitted to Greg Brehm at gbrehm@marinenergy.com and must include the following subject line: Response to MEA 2013 Open Season.
- b. Supplier interviews/Q&A: between March 1st and May 31st, MEA may submit clarifying questions to certain respondents or conduct interviews, as necessary, based on information provided in the Templates. MEA shall have the right, at its sole discretion, to request information without notifying other respondents. MEA shall establish due dates for responses at the time of each request.
- c. Response evaluation and supplier notification: June 30th of each calendar year (or the following business day, if June 30th falls on a weekend or holiday); on this date, MEA will notify all suppliers regarding its intent to pursue contract negotiations.
- d. Contract approval and execution: no later than December 31st of each calendar year.

10) Evaluation of Responses: MEA will evaluate responses against a common set of criteria that will include various factors. A partial list of factors to be considered during MEA's evaluative process is included below. This list may be revised at MEA's sole discretion.

- a. Qualifications of project team
- b. Financial stability of project owner/developer
- c. Proposed product
- d. Ownership structure
- e. Financing plan
- f. Project location
- g. Price
- h. Resource type
- i. Environmental impacts and related mitigation requirements
- j. Local Benefits
- k. Interconnection status, including queue position and related study completion
- l. Siting, zoning permitting status
- m. Development milestone schedule
- n. Acceptance of MEA's standard contract terms

11) MEA Legal Obligations: MEA is required to comply with the Public Records Act as it relates to the treatment of any information marked “confidential.” MEA is not obligated to respond to any proposal submitted as part of the Open Season.

DRAFT



February 7, 2013

TO: Marin Energy Authority Board

FROM: Justin Kudo, Account Manager & Alex DiGiorgio, Community Affairs Representative

RE: Communications Update (Agenda Item #14)

ATTACHMENT: Community Outreach in Richmond

Dear Board Members:

SUMMARY:

MCE has been actively working on outreach in the community of Richmond and has also been developing public notice information related to the proposed rate changes. Both topics will be discussed today as part of the communications update to the Board.

Community Outreach in Richmond

The attached presentation includes information about the Richmond Community and describes outreach activities underway. MCE sponsored and participated in the Martin Luther King Day of Service which was organized by Urban Tilth. MCE will also be a sponsor of the Mindful Life Project which provides support in a local elementary school.

Ratesetting Procedures and Notifications

The Marin Energy Authority Implementation Plan describes the policies and procedures for disclosure and due process in setting rates and allocating costs among participants of Marin Clean Energy (MCE). As described in the Implementation Plan, the Executive Officer, with support of staff, advisors and committees, will prepare an annual budget and corresponding customer rates and submit these as an application for a change in rates to the Board of Directors. The rates will be approved at a public meeting of the Board of Directors sixty days following submission of the proposed rates, during which customers will be able to provide comment on the proposed rate changes.

MEA has adopted customer noticing requirements similar to those the CPUC requires of PG&E. These notice requirements are described as follows:

Newspaper Noticing

Notice of rate changes will be published at least once in a newspaper of general circulation in the service area within ten days after submitting the application. Such notice will state that a copy of said application and related exhibits may be examined at the offices of MEA, and shall state the locations of such offices.

In order to meet this requirement, MEA will post a public notice which will run for three consecutive days in the Marin Independent Journal and will post a notice in the Pacific Sun newspaper. MEA will also post the notice in the MarinScope Community Newspapers (Novato Advance, San Rafael News Pointer, Ross Valley Reporter, Twin Cities Times, Mill Valley Herald, and Sausalito Marin Scope), on the Larkspur-Corte Madera Patch, Mill Valley Patch, Novato Patch, San Anselmo-Fairfax Patch, and San Rafael Patch.

MCE Rate Change Disclosure for Newspaper Public Notice:

On February 7, 2013, the Marin Energy Authority (MEA) Board of Directors, which administers the Marin Clean Energy (MCE) program, reviewed proposed rate changes for MCE. MEA typically adjusts MCE rates on an annual basis to cover the costs of procuring 50% renewable energy for its customers. The proposed rates are scheduled for approval by the MEA Board of Directors at a public meeting on April 4, 2013. The final approved rates will be implemented on April 5, 2013.

Community input is very important to us and we invite you to review these rates and provide feedback. MCE's proposed rates are available for review at www.mceCleanEnergy.com/rates. Hard copies are available at 781 Lincoln Avenue, Suite 320, San Rafael, CA 94901. You may also contact us Monday through Friday between 7 A.M. and 7 P.M. at 1-888-632-3674, or email us at info@mceCleanEnergy.com.

Direct Customer Noticing

Within forty-five days after submitting an application to increase any rate, MEA will furnish notice of its application to its customers affected by the proposed increase by including such notice with the regular bill for charges transmitted to such customers.

The notice will state the amount of the proposed increase expressed in both dollar and percentage terms, a brief statement of the reasons the increase is required or sought, and the mailing address of MEA to which any customer inquiries relative to the proposed increase, may be directed.

To implement customer noticing a message will be included on all customer bills beginning February 11 and concluding on March 24, 2013. This time period will ensure that all customers are noticed within forty-five days of February 7, 2013. The bill message is limited to three lines at eighty characters per line, including spaces.

MCE Rate Change Disclosure – Bill Notice:

MCE has proposed a 7% (\$5,830,006) rate increase to cover current power supply costs. Proposed rates are competitive with PG&E. Many customers will continue to see overall cost savings with MCE. For more information visit mceCleanEnergy.com

Recommendation: Information item only. No action needed.

Communications Update

Community Outreach in Richmond

Alex DiGiorgio
Community Affairs Representative



February 7, 2013

Richmond Community Profile

Context & Orientation

- Pop: **105,000** (2011)
= electric customers: **30,000** → **~1/3 increase** to MCE customer base

Languages Spoken at Home

- **55.8% - English only**
- **29.3% - Spanish**
- **10% - Asian & Pacific Islander**
 - Chinese – 4%
 - Tagalog (Filipino) – 3.4%
 - Laotian – 1.6%
 - Vietnamese – 0.7%
- **3.7% - other Indo-European**
- **1.2% - other**



- English
- Spanish
- Asian & Pacific Islander
- Other Indo-European
- Other

¡Viva la VERDE FUERTE!



Foreign Language Communication

Translations:

- **Printed materials**

- Spanish
- Vietnamese
- Mandarin

- **Website**

- Spanish
- Vietnamese
- Mandarin
- Google Translate

- **Call Center (IVR)**

- Spanish
- Vietnamese
- Mandarin
- Cantonese
- Tagalog
- Laotian

- **Call Center Representatives**

- English & Spanish
- Third party translation services for all other languages



Sustainable Development & Environmental Awareness

- **#1 in Bay Area: solar watts per capita (2010)**
- Sustainable Contra Costa Award (2010)
- **Lawrence Berkeley National Laboratories (LBNL)**
- California Endowment's Building Healthy Communities (BHC)
- **RichmondBUILD; employment development academy**
- Richmond Greenway Project
- Urban Agriculture projects



Bill Lindsay, Richmond City Manager

Sustainable Development Program Opportunities

Energy Efficiency (EE)

- Rebates for multi-family & small commercial in Richmond (2013)

**48.4% of buildings in
Richmond built before 1960**

- Opportunities for Richmond BUILD



Deep Green/Verde Fuerte

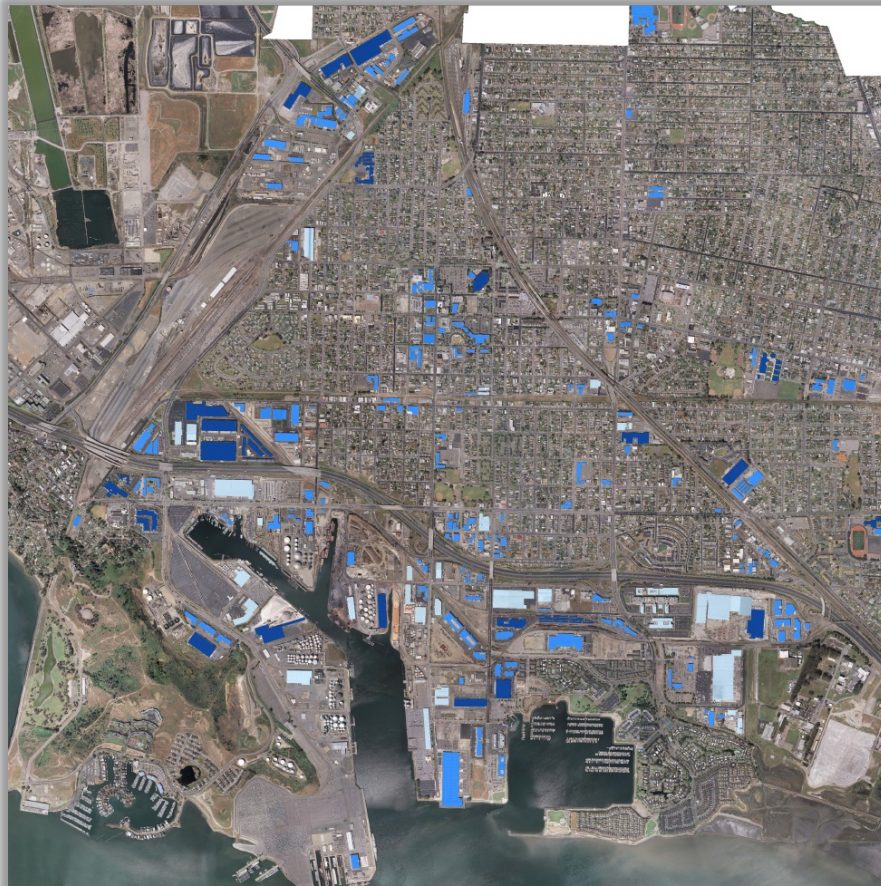
- “MCE: 100% Renewable” product label
= added value for local commercial enterprises



Sustainable Development Program Opportunities

Feed-In Tariff (FIT)

- Many large rooftops & available lots



Rooftop real estate in Richmond

Net Energy Metering (NEM)

- Large commercial & industrial customers



Bay Area Bev. Co. – 500 kW
Richmond, CA



APCO Findings: Priority Issues & Opportunities

- 1) **Governance** – Ratepayer values align with MCE’s structure and mission
 - **APCO: “Just learning about who MCE is—is by far the most important component of MCE’s reputation in Richmond.”**
- 2) **Choice** – Ratepayers now have the opportunity to choose their electricity provider, and influence their energy generating sources
- 3) **Rates** – Rate transparency is key
CARE and Medical Baseline Allowance
- 4) **Community Engagement** – local employment; ratepayer revenues can be reinvested in community development projects



Community Outreach Activities

Presentations to Richmond's Neighborhood Councils, community groups and places of worship:

1. Richmond Neighborhood Coordinating Council (RNCC) – 1/14/13
2. Laurel Park – 1/28/13
3. Point Richmond – 1/30/13
4. Coronado – 2/20/13
5. Marina Bay – 4/10/13



Tabling Community Events:

1. Home Front Festival – 10/13/12
2. Richmond Chamber Super Mixer – 1/10/13
3. Richmond Chamber Breakfast for Business – 1/23/13
4. MLK Day of Service – 1/21/13
5. Cinco de Mayo – 5/5/2013
6. Juneteenth – 6/13/2013
7. Fourth of July – 7/4/2013



MCE Richmond *Community Leader Advisory Group* (CLAG)

1. Organize and promote attendance at 2+ Town Hall Meetings



Community Outreach Activities

Direct Outreach to Richmond's Business Community

1. Participating in groups, events, and other forums directed toward Richmond's businesses
 - Council of Industries (COI); 23rd Street Merchant Association; Hilltop Mall; Eastmont Mall; Point Richmond Business Assoc. etc.

Advertising

1. Newspaper Ads
 - Richmond Pulse, Richmond Confidential, Richmond Post
2. Electronic Ads (Richmond geographic area)

Sponsorships of community based organizations and events advancing sustainability

1. Urban Tilth (MLK Day of Service organizer)
2. Mindful Life Project (Nystrom Elementary)

Opt Out Notices

1. Five (5) notices sent between April & September 2013



Questions?



**Richmond's MLK Day of Service
Organized by Urban Tilth
Sponsored by MCE et. al.**



REGULATORY UPDATE SUMMARY OF PROCEEDINGS

MEA BOARD MEETING – FEBRUARY 7, 2013

CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

Petition for Rulemaking – Cost Allocation

1) Petition for Rulemaking on Cost Allocation Issues P.12-12-008

<u>MEA's Interest:</u>	MEA has petitioned the CPUC to start a proceeding in which cost allocation, cross-subsidization and non-bypassable charge issues will be addressed.	
<u>Actions Taken:</u>	- Petition for Rulemaking Filed	November 30
	- Petition for Rulemaking Accepted by Commission	December 18
	- Responses to Petition for Rulemaking	January 17
	- Reply to Responses to Petition for Rulemaking	January 28
<u>Next Steps:</u>	- Awaiting Next Steps	

CCA-Related Proceedings

2) CCA Docket R.03-10-003

<u>MEA's Interest:</u>	Track CCA-related developments.	
<u>Actions Taken:</u>	- Comments on Draft Resolution E-4523 (regarding CCA NDA)	December 10
	- Effective Date of Resolution E-4523	December 21
<u>Next Steps:</u>	-	

3) Direct Access and CCA Billing A.11-12-009

<u>MEA's Interest:</u>	Address CCA cost allocation issues related to fees charged by PG&E for services provided to CCAs.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Commission Approval of Settlement	

4) Code of Conduct CCA Proceeding – SB 790R.12-02-009

<u>MEA's Interest:</u>	Addresses requirements set forth in SB 790 for the commission to consider and adopt a Code of Conduct applicable to IOUs.	
<u>Actions Taken:</u>	- Comments on Proposed Decision	December 10
	- Reply Comments on Proposed Decision	December 17
	- Decision (D.12-12-036) Approved by Commission	December 20
<u>Next Steps:</u>	- IOUs must file advice letters indicating whether or not they plan to market against CCAs	March 31

Renewables and Greenhouse Gas and General Requirement Proceedings**5) Energy StorageR.10-12-007**

<u>MEA's Interest:</u>	This Phase 2 would “develop the costs and benefits for [energy storage systems] and establish how they should be allocated.”	
<u>Actions Taken:</u>	- Report on Use Cases	December 20
<u>Next Steps:</u>	- Comments on Report	February 4
	- Reply Comments on Report	February 21
	- Final Day to Request Evidentiary Hearings	February 21
	- Concurrent Prepared Testimony (if EH requested)	[April 5]
	- Concurrent Rebuttal Testimony (if EH requested)	[April 26]
	- Evidentiary Hearings (if requested)	[June 17-21]
	- Proposed Decision	September 2013

6) GHG Costs (AB 23 Implementation)R.11-03-012

<u>MEA's Interest:</u>	MEA will monitor this new Commission rulemaking which will address potential utility cost and revenue issues associated with greenhouse gas (GHG) emissions.	
<u>Actions Taken:</u>	<u>Track 1: GHG Allowance Revenue Allocation</u>	
	- Comments on Proposed Decision	December 6
	- Reply Comments on Proposed Decision	December 11
	- Decision (D.12-12-003) approved by Commission	December 20
	- Petition for Modification of D.12-12-033 regarding deferment of GHG costs in IOU rates filed and served	January 3
	- Concurrent Motion for Shortening of Time on Response to Petition filed and served	January 3
	- MEA Motion to Shorten Time Denied	January 7
<u>Next Steps:</u>	<u>Track 1: GHG Allowance Revenue Allocation</u>	
	- Responses due to MEA Petition for Modification	February 4

<ul style="list-style-type: none"> - Reply to Responses due (no later than) 	February 14
<u>Track 2: Low Carbon Fuel Standard (LCFS) Credit Revenue Allocation</u>	
<ul style="list-style-type: none"> - Proposed Decision on LCFS Proposals 	
<u>Track 3: GHG Procurement and Revenue Allocation for Gas Utilities</u>	
<ul style="list-style-type: none"> - PHC to discuss process to address GHG procurement and revenue issues for gas utilities 	

7) Resource Adequacy.....R.11-10-023

<u>MEA's Interest:</u>	Track revisions to resource adequacy rules as they apply to CCA.	
<u>Actions Taken:</u>	<u>Phase 2 – Local Capacity, Flexible Capacity, etc.</u>	
	<ul style="list-style-type: none"> - Workshop – RA Deliverability for Distributed Generation 	December 17
	<ul style="list-style-type: none"> - Comments on Scoping Memo and RA Flexible Capacity Procurement Joint Parties Proposal 	December 26
	<ul style="list-style-type: none"> - LCR base cases submitted to CAISO by participating transmission owners 	[January]
	<ul style="list-style-type: none"> - Energy Division proposal on refinements to RA program/ED proposal on Flexible Capacity Procurement 	January 11
	<ul style="list-style-type: none"> - Workshop on implementation – RA Flexible Capacity Procurement/Refinements to the RA Program 	January 23
<u>Next Steps:</u>	<u>Phase 2 – Local Capacity, Flexible Capacity, etc.</u>	
	<ul style="list-style-type: none"> - Comments filed on December and January Workshops and Energy Division Proposals 	February 13
	<ul style="list-style-type: none"> - Reply Comments filed on December and January Workshops and Energy Division Proposals 	February 27
	<ul style="list-style-type: none"> - Additional Workshops if necessary 	[Feb./Mar.]
	<ul style="list-style-type: none"> - CAISO publishes draft 2014 LCR Report 	[April]
	<ul style="list-style-type: none"> - CAISO publishes final 2014 LCR Report 	[May 1]
	<ul style="list-style-type: none"> - Comments on final 2014 LCR to Commission 	May 10
	<ul style="list-style-type: none"> - Reply comments on final LCR to Commission 	May 17
	<ul style="list-style-type: none"> - Proposed Decision 	[May 28]
	<ul style="list-style-type: none"> - Final Decision adopting 2014 LCR and other topics within Scope 	[June 27]

8) PG&E Green OptionA.12-04-020

<u>MEA's Interest:</u>	Ensure appropriate cost allocation of PG&E "Green Option."	
<u>Actions Taken:</u>	- ALJ Ruling - Ongoing Settlement Discussions	January 22
<u>Next Steps:</u>	- Prehearing Conference Statement - Prehearing Conference - Evidentiary Hearings - Opening Briefs - Reply Briefs and Request for Oral Argument	February 21 February 27 March 18-20 April 11 April 29

Energy Efficiency**9) Energy Efficiency and EM&VR.09-11-014**

<u>MEA's Interest:</u>	Address EE program issues as they arise; EE Funds for CCAs	
<u>Actions Taken</u>		
<u>Next Steps:</u>	Awaiting guidance next steps for 2015 and Beyond CCA EE Programs from ALJ Fitch	[2013]

10) Applications for 2013-2014 Energy Efficiency ProgramsA.12-07-001, et al.

<u>MEA's Interest:</u>	This proceeding is the venue for MEA's application for energy efficiency funds pursuant to §381.1(a) for the 2013-14 funding cycle.	
<u>Actions Taken:</u>	- One-Time Compliance Filing Regarding Revisions to Marin Energy Authority's 2013-2014 Energy Efficiency Program Implementation Plan	January 14
<u>Next Steps:</u>	-	

11) EPIC Implementation ApplicationsA.12-11-001, et al.

<u>MEA's Interest:</u>	To insure that the program administrators (PG&E, SCE, and SD&GE) are applying these funds to programs in a competitively neutral fashion.	
<u>Actions Taken:</u>	- Protest to EPIC Plans - Prehearing Conference - Scoping Memo Issued - Workshops	December 7 December 21 January 7 January 17-18

<u>Next Steps:</u>	- Concurrent Opening Comments	February 6
	- Concurrent Reply Comments	February 13
	- Concurrent Direct Testimony	March 6
	- Concurrent Rebuttal Testimony	March 20
	- Hearings	March 26-28
	- Proposed Decision	June 25
	- Final Decision	July 25

Smart Grid and Demand Response Proceedings

12) Smart Grid Privacy Policies.....R.08-12-009

<u>MEA's Interest:</u>	Determination of what privacy and security rules for energy usage data should be applicable to CCAs.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Awaiting issuance of CCA NDA by PG&E and approval by Commission	

13) IOU Smart Grid Deployment PlansA.11-06-006, A.11-06-029, A.11-07-001

<u>MEA's Interest:</u>	Ensure appropriate cost allocation of the approximately \$1.3 billion to \$2.05 billion PG&E is requesting for this program.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Proposed Decision to be Issued	

14) PG&E Smart Grid Pilot DeploymentA.11-11-017

<u>MEA's Interest:</u>	PG&E Application to launch a Smart Grid pilot.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Proposed Decision to be Issued	

PG&E Procurement and Rate Design

15) PG&E Economic Development Rate.....A.12-03-001

<u>MEA's Interest:</u>	This rate subsidy is intended to prevent companies from departing from California due to high energy costs; the rate is applied inequitably to CCA customers.	
<u>Actions Taken:</u>	- Opening Briefs	January 4

- Reply Briefs	January 18
<u>Next Steps:</u>	-

16) 2012 Long Term Procurement Plan (LTPP)R.12-03-014

<u>MEA's Interest:</u>	Involvement regarding the cost allocation mechanism (CAM) and other matters.	
<u>Actions Taken:</u>	<u>Track 1 – Local Reliability:</u> - Proposed Decision Issued - Comments on PD - Reply Comments on PD <u>Track 2 – System Needs:</u> - Comments on Proposed Decision - Reply Comments on Proposed Decision - Decision Issued	December 21 January 14 January 21 December 10 December 17 December 24
<u>Next Steps:</u>	<u>Track 1 – Local Reliability:</u> - PD on Commission Agenda <u>Track 2 – System Needs:</u> - Schedule to incorporate CAISO updated Renewable Integration Report <u>Track 3 – Bundled Procurement:</u> - Reply to Proposed Rules - Proposed Decision on Rules - IOUs File BPPs	February 13 TBD Delayed January 2013 March 2013

17) Residential Rate Rulemaking.....R.12-06-013

<u>MEA's Interest:</u>	MEA will be participating to ensure that residential rate design elements facilitate customer choice.	
<u>Actions Taken:</u>	- Reply Comments on Scoping Memo	December 7
<u>Next Steps:</u>	- Workshop Ruling - Comments on Workshop Ruling - Reply Comments on Workshop Ruling - Ruling requesting rate design proposals - Rate design proposals served - Comment Cycle - Briefing Cycle - Proposed Decision Issued	[End of Jan] [2 weeks after WR] [4 weeks after WR] [April] [May] [June] [July] [September]

18) PG&E 2013 Energy Resource Recovery Account (ERRA).....A.12-06-002

<u>MEA's Interest:</u>	Address PG&E's proposed revenue requirements from both bundled and unbundled customers during 2013 and factors in revised PCIA calculations.	
<u>Actions Taken:</u>	- Comments on Proposed Decision	December 10
	- Reply Comments on Proposed Decision	December 17
	- Decision (D.12-12-008) approved by Commission	December 20
<u>Next Steps:</u>	-	

19) PG&E 2014 General Rate CaseA.12-11-009

<u>MEA's Interest:</u>	To address cost allocation and other issues applicable to CCA and MEA.	
<u>Actions Taken:</u>	- Protest Due	December 17
	- Prehearing Conference	January 11
	- Informal Public Workshop	December 18
	- Scoping Ruling	January 22
<u>Next Steps:</u>	- DRA Report Served	May 3
	- Safety and Enforcement Reports Submitted	May 17
	- Intervenor reports served	May 17
	- Safety and Enforcement Audit Report	May 31
	- Workshop on SED Reports	June 12
	- Rebuttal Testimony Served (incl. responsive Testimony to CPSD Reports	June 28
	- Public Participation Hearings	[TBD]
	- Evidentiary Hearings begin	July 15
	- Evidentiary Hearings end	August 9
	- Settlement Conference	August 12-13
	- Comparison Exhibit	August 23
	- Opening Briefs	September 6
	- Reply Briefs	September 27
	- Update Filing	October 4
	- Update Hearing	October 14
	- Proposed Decision	November 19
	- Decision	December 19

Other**20) Direct Access Docket.....R.07-05-025**

<u>MEA's Interest:</u>	Participate in PCIA, bond and other matters impacting or potentially impacting CCA
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<u>Actions Taken:</u>	- Comments on Proposed Decision	December 10
	- Reply Comments on Proposed Decision	December 17
	- Decision Approved (re: Direct Access Enrollments)	December 20
	- Decision on Commission Agenda (re: ESP Financial Security Requirements)	January 23
<u>Next Steps:</u>	-	

21) CHP Settlement A.08-11-001, et al.

<u>MEA's Interest:</u>	Address issues raised by the combined heat and power (CHP) settlement approved in December 2011.	
<u>Actions Taken:</u>	- Comments on Draft Resolution E-4537 (Watson Transition PPA)	December 10
<u>Next Steps:</u>	- [Awaiting Resolution of Protest Issues]	