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Tom Butt, Vice Chair
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Carla Small
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Genoveva Calloway
City of San Pablo

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City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

**Marin Clean Energy
Board of Directors Meeting
Thursday, November 19, 2015
7:00 P.M.**

**The Charles F. McGlashan Board Room
1125 Tamalpais Avenue, San Rafael, CA 94901**

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 10.15.15 Board Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Monthly Budget Report
 - C.4 1st Addendum to 7th Agreement with Maher Accountancy
 - C.5 1st Addendum to 4th Agreement with Ellison, Schneider & Harris, LLP
 - C.6 4th Addendum to 3rd Agreement with Association for Energy Affordability
 - C.7 2nd Addendum to 4th Agreement with Community Energy Services Corporation
 - C.8 MCE Proclamation on Climate
5. Certification of MCE Richmond Solar PV Project Environmental Impact Report (Discussion/Action)



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6. MCE Compensation Analysis (Discussion/Action)
7. Energy Efficiency Update (Discussion)
8. Communications Update (Discussion)
9. Regulatory and Legislative Updates (Informational Only)
10. Board Member & Staff Matters (Discussion)
11. Adjourn



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MARIN CLEAN ENERGY

BOARD MEETING MINUTES

Thursday, October 15, 2015

7:00 P.M.

**THE CHARLES F. MCGLASHAN BOARD ROOM
1125 TAMALPAIS AVENUE, SAN RAFAEL, CA 94901**

Roll Call: Vice Chairperson Tom Butt called the regular Board meeting to order at 7:00 p.m. An established quorum was met.

Present: Denise Athas, City of Novato
Tom Butt, City of Richmond
Diane Furst (Alternate to Sloan Bailey) Town of Corte Madera
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Peter Lacques (Alternative to Barbara Coler), Town of Fairfax
Greg Lyman, City of El Cerrito
Bob McCaskill, City of Belvedere
Andrew McCullough, City of San Rafael
Emmett O'Donnell, Town of Tiburon
Carla Small, Town of Ross
Brad Wagenknect, County of Napa

Absent: Genoveva Calloway, City of San Pablo
Garry Lion, City of Mill Valley
Alan Schwartzman, City of Benicia
Kate Sears, County of Marin
Ray Withy, City of Sausalito

Staff: Greg Brehm, Director of Power Resources
John Dalessi, Operations and Development
Carol Dorsett, Administrative Assistant
Kirby Dusel, Resource Planning and Renewable Energy Programs
Sarah Estes-Smith, Internal Operations Coordinator
Brian Goldstein, Resource Planning and Implementation
Darlene Jackson, Board Clerk
Elizabeth Kelly, Legal Director
Nick Shah, Power Supply Contracts Manager
Shalini Swaroop, Regulatory Counsel
Jamie Tuckey, Director of Public Affairs
Dawn Weisz, Chief Executive Officer

1. Board Announcements (Discussion)

There were no Board announcements.

2. Public Open Time (Discussion):

There were no public comments.

3. Report from Chief Executive Officer (Discussion)

- Elizabeth Kelly, Legal Director, introduced Will Maguire from the CPUC. Mr. Maguire is the Regulatory Analyst specifically tasked on CCA issues. Mr. Maguire said he looks forward to attending meetings and working with MCE to help implement programs.

Dawn Weisz, Executive Officer then gave the following report:

- She thanked Board Members for their participation at MCE's Annual Retreat held September 17th.
- She reminded Board Members to state their name when speaking on agenda matters and said MCE will soon have video-enabled productions of their meetings.
- She presented a PowerPoint featuring some of the most recent MCE advertising spots taken in various service territories.
- MCE has a Deep Green Selfie Program going on which helps to promote the Deep Green campaign.
- A one page summary of progress is included in the Board packet on MCE's Energy Efficiency Program and she provided the following highlights:
 - The commercial program is on track to hit its targets which is a big jump in participation;
 - Their multi-family program was over-subscribed which will lead to an increase in savings for December. This increase in savings will allow funds to be shifted from another category into the multi-family program to meet the demand.
- MCE is seeing a lot of activity on PACE and questions can be directed to Beckie Menten. A PACE workshop was held one week ago for PACE providers, and staff is monitoring outreach to ensure people are adhering to PACE parameters.
- She referred to Jamie Tuckey, Director of Public Affairs, who stated staff has worked hard to integrate their Energy Efficiency services in all marketing communication activities and recently created 4 videos. She premiered two of the videos. The videos will be shown on the Internet, on MCE's website, and shared on social media with partner organizations and potential clients.
- In the Board packet is a flyer regarding an event called "Time to Lead on Climate" to be held November 9, 2015. Special guests Ken Alex from the Governor's Office and Bill McKibben, will be speaking at the event which will be held in San Rafael.
- Staff has reports that PG&E may be starting to recruit customers for their Green Tariff Program called "Community Solar Choice" which she said will be discussed later in the meeting by Ms. Kelly.

4. Consent Calendar (Discussion/Action):

C.1 9.17.15 Board Retreat Meeting Minutes

C.2 Approved Contracts Update

C.3 Monthly Budget Report

C.4 First Agreement with D.A. Jordan, DHA

The following corrections were requested to be made to the Board Retreat Minutes of September 17, 2015:

- Page 9, replace the reference to Board member Lyman speaking to the exposure on the chart with Board member Quinto;
- Page 9, end of page, reference to Board member Lyman which should be a reference to John Dalessi;
- Page 19, second paragraph from the bottom, reference is made to the CPUC requires all ~~detail~~ **retail** sellers.”

ACTION: It was M/S/C (Greene/Small) to approve Consent Calendar Items C.1, as amended. Motion carried by unanimous roll call vote: (Abstain: Furst, Lyman and Lacques; Absent: Calloway, Lion, Sears, Withy, and Schwartzman).

ACTION: It was M/S/C (Wagenknecht/McCaskill) to approve Consent Calendar Items C.2 through C.4. Motion carried by unanimous roll call vote: (Absent: Calloway, Lion, Sears, Withy, and Schwartzman).

5. Presentation from Mainstreet Moms (Discussion)

Allison Hang, Community Development Manager introduced Chris Brown, Kathy Calloway and Mary Morgan from Mainstreet Moms. Mainstreet Moms organized and formed a non-partisan, non-profit organization which is committed to securing a more viable future for children through education, engagement, actions and leadership of moms and honorary moms.

A few examples of Mainstreet Moms’ work include:

- Having made education and outreach for MCE one of their top priorities for several years
- Mainstreet Moms advocated against Proposition 16 in 2010
- Dedicated countless hours to educating and promoting MCE’s Deep Green Program
- Helped organize MCE’s first advocate training last month

Ms. Hang said tonight Mainstreet Moms will discuss their experience in running a Deep Green Enrollment Campaign from November 2014 to this past January 2015 and they will discuss training that came about from their experiences.

Chris Brown provided an overview of Mainstreet Moms Organize or Bust (MMOB) stating they have advocated for clean energy ever since Charles McGlashan visited Pt. Reyes Station to talk about his vision several years ago, and MMOB got involved in educating people in Marin about Deep Green opportunities. A year ago several attended New York’s Climate Change rally and talked to many people there. What got people’s attention was talking about Marin Clean Energy and opportunities for 100% renewable energy. They were surprised there was still such low enrollment for Deep Green in Marin and she stated Kathy Calloway will next describe the actions MOBB took.

Kathy Calloway stated MMOB is a small organization, but they wrote articles and printed advertisements in local newspapers. They went on the local radio station and various other outreach programs and discussed how easy it is to do more to address climate change by going Deep Green.

She stated one of the most successful events was their rally in front of their local post office. They spoke with various civic groups, local businesses, environmental groups in the County, emailed friends and neighbors, and distributed information notices to people. More importantly, they educated themselves in addition to people they talked to. Afterwards Ms. Hank notified them there was a sizeable increase in Deep Green sign-ups for West Marin.

Mary Morgan then explained that MMOB had two big challenges. The first was listening to and addressing the many diverse questions people had about the Deep Green program which she relayed to the Board. This made people realize how little and also how much they know about clean energy.

The second big challenge was getting people to sign up and making it easier for people to sign up. They made three different recommendations to their Executive Board: 1) Marketing for Deep Green should emphasize the theme of climate change; 2) MCE could benefit from expanded community engagement. MCE should build on its relationships with community and environmental organizations to reach out to membership and other constituents of those organizations and get those individual members to sign up for Deep Green; and 3) In order to use community organizations to get their members and others to sign up for Deep Green, community advocates need training.

Ms. Morgan said MCE staff was immediately responsive to their suggestions, Ms. Hang spearheaded an effort to plan and then execute advocate training which helped educate MMOB and others from the Bay Area. She emphasized that it was a wonderful display of democracy in action and why CCA's play such an important role in democratizing energy.

Regarding next steps, Ms. Morgan said with the support of MCE and hopefully with other community organizations that attended the training, they propose:

- Talking to people in Marin about the Paris climate talks which will also urge people to sign up for Deep Green. MCE and other CCA's will be in Paris to share their experiences and they want to bring the message home about the importance of CCA's in fighting climate change through the procurement of greater amounts of renewable energy;
- Work with MCE on a hand-out from a grass roots point of view, emphasizing the connection between fighting climate change and Deep Green;
- MMOB wants to work with MCE and use the time at the climate conference on November 9th as an opportunity to pitch Deep Green. Some MMOB members will be attending the conference and they hope to take newest MCE handouts about 100% renewable energy and hand it to every person at the conference;
- They want to target the CPUC with letter-writing and people presence campaigns especially on the issue of PCIA. They need a reliable information-sharing mechanism with MCE in order for MMOB to participate in a timely and informed manner; and
- MMOB wants to work with many other West Marin organizations and boards of non-profits to get their members to sign up for Deep Green.

Ms. Morgan thanked the Board for the time provided on the agenda, said they appreciate the work of MCE and were available to address any questions of the Board.

Board Member O'Donnell thanked MMOB for their presentation and said he thinks it is important for MCE to understand historically why percentages of Deep Green were low and also why percentages of

opt-outs were high, as compared to the newer communities enrolling. He suggested returning to those initial communities to reiterate how MCE has improved over time based on its track record.

Board Member Lyman thanked MCE for arranging the advocates training and he asked if MMOB could provide to Board Members the most frequently asked questions and their responses. Ms. Hang stated this information is posted on the advocates' web page. Board Member Greene asked if MCE staff could forward the direct link to Board Members and Ms. Weisz agreed.

Vice Chair Butt thanked MMOB for their presentation and a round of applause followed.

6. The Charles F. McGlashan Advocacy Award (Discussion/Action)

Vice Chairperson Butt stated the Charles F. McGlashan Advocacy Award was established in 2011 to honor the legacy and leadership of MCE's founding chair, Charles F. McGlashan, and to recognize non-profit and advocacy organizations and individuals who have dedicated countless hours in educating, promoting and volunteering for MCE.

He stated Mr. McGlashan was elected to the Marin County Board of Supervisors and was a public servant and lifelong environmentalist throughout his career to promote sustainability, energy efficiency and renewable power. He earned a reputation for adopting innovative solutions while demonstrating tireless guidance for several years to bring greener power, stable rates, local control and economic vitality through MCE.

Personally, Vice Chairperson Butt said he would not be here tonight and the City of Richmond would probably not be a member of MCE if he and their City Council had not heard a presentation made by Mr. McGlashan at the Local Government Commission Yosemite Conference several years ago.

Vice Chairperson Butt announced that on October 7th, MCE's Executive Committee voted unanimously to honor Constance Beutel, from Benicia as the 5th recipient of the Charles F. McGlashan Advocacy Award. Ms. Beutel, the first Chair of Benicia's Sustainability Commission, was instrumental to Benicia's membership with MCE. Under Ms. Beutel's leadership the Sustainability Commission recommended that the Benicia City Council offer renewable energy choices to its community by joining MCE. Ms. Beutel educated the City Council and played a pivotal role in outreach efforts which made a tangible impact on the success of MCE's outreach. Ms. Beutel remains engaged with MCE's work and recently provided feedback on MCE's 2016 and Beyond Energy Efficiency Program and attended MCE's advocacy training.

He then presented Constance Beutel with a certificate for the 2015 Charles F. McGlashan Advocacy Award and said MCE will also commemorate by placing this award plaque at the entrance to MCE's Board Room. A round of applause followed.

Constance Beutel spoke about Supervisor McGlashan's incredibly rich life, devotion to the environment and education of people about it. She said she was honored to join others in receiving the award and thanked the entire Board and MCE staff for their work and compassion for clean energy.

<p>ACTION: It was M/S/C (Athas/Small) that the 2015 Charles F. McGlashan Advocacy Award be given to Constance Beutel. Motion carried by unanimous roll call vote: (Absent: Calloway, Lion, Sears, Withy, and Schwartzman).</p>

7. Updated Integrated Resource Plan (Discussion/Action)

Ms. Weisz drew the Board's attention to and presented a sample of the power content label which is required by law for MCE to send out every October to its customers. She thanked the Public Affairs team for making the mailer very informative, stating it not only highlights the power content label but includes information about power supplies.

Greg Brehm, Director of Power Resources gave a background of the Integrated Resource Plan (IRP) which sets out MCE's procurement for the next 10 years and he noted a few significant changes were made this year. MCE will be going from the 50% renewable content for the Light Green product to 80% by 2025 and increasing procurement of carbon-free resources.

Currently MCE's goal is 60% and they will increase this incrementally over the next 10 years to a goal of 95% GHG-free energy. MCE will also be limiting their use of unbundled renewable energy credits.

Mr. Brehm said the IRP does not reflect any new or potential membership expansion/ inclusion but only addresses the current load forecast right now. He presented a chart noting that MCE is also including increases in development of local projects. He then presented last year's IRP and said this year's plan replaces the potential renewables category with specified renewable content.

Mr. Brehm said the next chart shows MCE's Light Green product and quantities and goals which have increased from last year's IRP. Procurement goals have changed from 50% to 57%. MCE has also increased their carbon free content as well, going from a 60% goal last year to 68% in 2014 to a 95% goal by 2025.

Regarding unbundled renewable purchases, in the past MCE had a substantial need for system power purchases. Last year was 230,000MWh projected for 2017 and in this year's IRP it will be about 88,000 MWh for 2017 which is a substantial decrease.

Board Member O'Donnell said this item was discussed at the Technical Committee. As MCE moves to a higher percentage of Renewable energy in its Light Green product, MCE will need to think about how it will differentiate its Deep Green offering. Mr. Brehm commented that staff is holding discussions on this and will be bringing an agenda item to the Technical Committee in the future.

Ms. Weisz agreed that an item will be agendized in February regarding the Deep Green portfolio product; however, those people who sign up to be on the ad-hoc rate setting committee will likely receive a preview and have an opportunity to comment in January.

She explained that the Technical Committee has held discussion in May/June regarding restructuring the Deep Green program to incorporate different resources. Initially it was a wind product and they transitioned it to be a wind/solar product. MCE would also like to incorporate some base load supply and tie it to some local supply to make it a product that better matches customer usage patterns. Ultimately, MCE would like to have Light Green and Deep Green become one 100% green product, but during the transition they want to ensure Deep Green customers are getting a superior product.

Mr. Brehm reminded Board Members that in the package are a short list of changes and study materials, as well as the IRP.

Vice Chairperson Butt opened the public comment period, and there were no speakers.

ACTION: It was M/S/C (Greene/O'Donnell) to approve the Updated Integrated Resource Plan. Motion carried by unanimous roll call vote: (Absent: Calloway, Lion, Sears, Withy, and Schwartzman).

8. Update on MCE Solar One Draft Environmental Impact Report (Discussion/Action)

Greg Brehm, Director of Power Resources, introduced Dr. Bruce Barnett and Abe Leider, MCE's EIR consultants, as well as Kevin Mackamul and Jeff Cheng from MCE's Solar One development team who are available to answer questions regarding the EIR.

On the last date of the comment period Mr. Brehm noted MCE received comments from a couple of community organizations. However, MCE has reviewed the comments and the EIR consultant is working on responding to these comments. He said Mr. Leider can provide information on the process involving.

Vice Chairperson Butt asked and confirmed that any appeal would be made to the MCE Board to re-evaluate the EIR. The Board will be asked to certify the Final EIR at the next board meeting once comments are drafted and sent to Public agency commenters.

Abe Leider, EIR consultant, Rincon, stated that a Notice of Determination is filed after certification of the EIR is completed for the project. Any potential lawsuit would be filed after the project is approved.

Board Member O'Donnell asked what the comments focused on. Mr. Leider explained that the comment period ended on September 28, 2015 and MCE received 5 letters, 2 of which have substantial comments on technical environmental issues. One letter is from the California Department of Fish and Wildlife and the other is from an attorney representing a number of individuals and labor organizations.

The two main areas of comments are biological resources and hazards or hazardous materials. He explained that the biological resources around the site include a water course which Dr. Barnett can talk more to, and also the site itself is a capped landfill and a fertilizer pond with some contaminated soils and materials potentially in it. The project is heavily engineered to work around those constraints and design but nonetheless, a commenter has provided comments the team is working on addressing and is currently about 90% through those comments.

Board Member Greene asked for more information on the nature of the technical points the consultant team is being asked to handle. Mr. Leider referred to the fertilizer pond and explained that there is a layer of fill over the historic pond. One of many comments speculated that the particular module installation could potentially drive piles through some of the contaminated material in the pond. The question is whether the piles will extend through the clean fill below into potentially contaminated soils, and does that allow for a conduit release and a water quality issue.

On the other side, there is a capped landfill and an HDPE impermeable layer capped with soil over the landfill. Similarly, the commenter has concerns about whether the ballast that would sit on top of that would potentially settle, effectively compromising the ability of that cap to contain the materials, or, whether runoff could seep through and leach into the water courses around it.

Board Member Lyman said earlier in his life he had worked at a sanitary landfill in New Jersey and has experience with capping landfills. Currently, his job is mitigating for endangered species and he has been

working on EIRs for 28 years in California. He said the seasonal surveys for plants and birds were the number one thing that caught his eye in the comment letters. With regards to hazards he is certain that a structural analysis has occurred to ensure the ballast has a wide enough load. The comment regarding this was that calculation for this was not provided. Therefore, the Final EIR would provide that calculation.

Jeff Cheng, said a lot of response on this topic has to do with settlement potential, how much it has already settled and how much further it could potentially settle based on age and material there. Their firm has a geotechnical project engineer who they will bring into work on the Final EIR and which will cover the load capacity issues.

He also clarified that there will not be heavy equipment driving on the landscape. They will hand-carry equipment out there and they will be pumping concrete from a hose so there will not be any heavy impacts on top of the landfill even from getting materials onto it.

Board Member Haroff said he knows it is feasible to do this, but the biology side gives him more pause because there is science behind it wherein on non-seasonal surveys it was done before raptors come out and before rare plants are in bloom. He therefore voiced concerns with the seasonality of the surveys and asked how this will be addressed.

Dr. Barnett said he has been doing this kind of work for 30 years in and around the Bay Area. The first important thing to understand is that the project is in the middle of the Chevron refinery. The project is going on in a capped landfill and a fertilizer pond. In between that there is a sliver of a saltwater marsh and species that could live at that marsh. They also know the species are limited to that marsh and that many species are extremely sensitive to surface activity. Given the sliver of marsh is in the middle of the refinery, it is highly unlikely that those species will wander up and down that corridor.

Dr. Barnett added that for this type of highly disturbed urban/ industrial site, these surveys are not required by CEQA. Their firm responded by saying that although they did their surveys in January and February this project will be hopefully constructed in the spring. They know this is the active nesting period and knows that burrowing owls will not dig a hole in the landfill cap or the fertilizer pond. Owls are also extremely skittish and they migrate away from population centers. Therefore, they will not be in the middle of the refinery. Additional mitigations were also added to the EIR which will put exclusion fences around the marsh, and will include sensing mechanisms on the marsh and also add a monitor. They will also have pre-construction worker environmental awareness training so everybody is aware of potential species to monitor for. Dr. Barnett added that their firm also planned a full spectrum pre-construction survey which will determine whether there are any burrowing owls present.

Regarding comments about endangered grass, Dr. Barnett said there is some perennial grasses on a berm surrounding a small sliver of the landfill but they are making a needle grass preserve there and also do not plan to remove what is there. They will ensure everything that is there stays there, will make sure there is nothing new constructed there and ensure that all construction affects nothing in the marsh and that dust will not affect species. He explained there are many mitigation items that will occur pre-construction and during construction which will address any problems. A full inventory is not needed nor required and they have identified baseline conditions and what could be affected by the project. They believe through environmental awareness training and pre-construction mitigation items, these comments will be addressed.

Board Member Lyman asked and confirmed there is little risk to MCE taking such a position given what has been outlined. Dr. Barnett said they believe they can handle any issue that comes up pre-construction. If they do come across a species of concern their procedure is to halt operations and consult with the California Department of Fish and Wildlife or the U.S. Department of Wildlife. Some comments also were received that not enough work was done and a full inventory of every possible species should be addressed there. For the purposes of the EIR, Dr. Barnett said they must have a 95% confidence of what they see out there and that they know what impacts could occur. Given this, they will take the measures necessary to address any impacts should they occur.

Board Member Lyman asked what is physically between the solar panels.

Dr. Barnett replied there is native vegetation and the point is raised that what is there is natural habitat. This serves two opposing purposes. One is that it provides a refuge for rodents and small mammals by the fact they can escape predators, which is a good thing. This was demonstrated in a solar project in Sacramento. This increased production and a greater food base.

Dr. Barnett said on the other side, they had a project in Modesto where they were building a shopping center on a landfill. The biologist took mice and rats from the site and sent them to a lab and they came back and showed that the levels of arsenic in the tissues of these animals. This accumulates in the secondary consumers which are the raptors. Therefore, they determined that based on the quantities of heavy metals and arsenic in those rodents that raptors would have to eat only 3 to 5 rodents before the raptor dies. They showed that the development was actually keeping the contaminated rodents out of the food chain and the Department of Fish and Wildlife agreed with them.

Therefore, while they may be providing some refuge to some rodents on the ground, putting an energy project on a Brownfield site actually provides a benefit to the raptors that may eat those rodents by keeping contaminated rodents out of the food chain.

Board Member O'Donnell asked and confirmed that these comments could dramatically impact the schedule for the project, given upcoming steps.

Vice Chairperson Butt commented that the problem is not so much about the technical aspects of the EIR but a strategy that unions have used in Richmond where unions pick a project and try to force a labor agreement on the developer. If they do not get the agreement they hire a law firm to file comments on the EIR, appeal it, and if they feel that they have enough leverage, they will litigate it. He noted that Adams Broadwell is the law firm of choice that represents construction trades and regardless of what happens, he asked for a bullet-proof EIR. The real question is how far they will push this. If they decide to litigate it, it could be tied up in court for over a year or two years.

He said that a use permit may be required, which would need to be granted by the Planning Commission and appealable to the City Council. Given the upcoming holiday schedule it may not get to the City Council until January. Therefore, there are many unknowns and not much the Board can do other than ensure the EIR is bullet-proof.

Mr. Brehm said his understanding is that no use permit is needed because the site is zoned M3 which allows for utility use by right. He noted, however, that the project must undergo review by the City's Design Review Board.

Board Member Haroff said the schedule raises a question about process. He asked what MCE's process is in terms of an approval decision other than issuing a Notice of Determination. Mr. Brehm explained that once final comments are addressed in the Draft EIR, the Final EIR will be published and the Board will have 10 days to review final comments. The Board could hold a special meeting, but currently the plan is to bring back the Final EIR at the November Board meeting for certification.

Ms. Weisz stated this evening this item is listed as a discussion/action item, but there is no action needed tonight. She confirmed that the proposed action is to have the item be considered and action taken to certify the Final EIR at the November 19th Board meeting, and there is no other formal approval by MCE.

Board Member Lyman stated in El Cerrito there is certification of the EIR and then a project approval process. Funding the project is a discretionary decision that the EIR is allowing the Board to do. He asked at what point MCE approves the project which may trigger another point of opposition or litigation.

Board Member Haroff said he also posed this question and understands the normal City process and clarified the project will need to be approved by the City's Design Review Board.

Ms. Weisz said MCE has received approval to enter into contract with the developer. Board Member O'Donnell added that the Board has already approved the project subject to CEQA analysis and certification of the FEIR. Mr. Brehm said the City of Richmond will not schedule the project to go before the City's Design Review Board until the MCE Board certifies the FEIR.

Board Member O'Donnell questioned whether there is a deadline on the project, given it involved a federal tax credit. Mr. Brehm said the tax credit will expire if the project is not on-line and generating energy by December 31, 2016. They expect this can be extended for at least one year, but their goal is to have it on-line before the first of January, 2017.

Board Member Lacques referred to the California Unions for Reliable Energy and he said a host of individuals are critical of this particular organization for using the environmental review process as a way of leveraging union project labor agreements. He agreed that the best way forward is to have a robust EIR review.

Ms. Weisz added that MCE staff has worked very hard on this particular project to involve union representatives at the beginning of the process. They had quite a few meetings early in the spring and summer specifically in the Richmond community and were informed by the IBEW that they do not believe they have enough members in the Richmond community to meet the 50% local hire requirement which aligns with the City of Richmond's local hiring requirements and the unions have asked if there is flexibility with the 50% minimum hire rate. MCE has told them they need to meet or exceed that threshold and suggested they begin recruiting in the Richmond community.

Ms. Weisz added that there are also concerns that have been raised by the IBEW about sharing jobs with other unions and with IBEW. MCE staff has also worked with RichmondBuild which conducts job training to ready individuals for construction and work opportunities.

9. MCE Compensation Analysis (Discussion/Action)

Dawn Weisz, on behalf of Katie Gaier, Human Resources Manager, gave the staff report, noting that the item was recently discussed at the Executive Committee meeting. In the last year, MCE has conducted 12 recruitments to fill 15 positions. There were some positions they were unable to fill in their old offices, but since moving to the new office they have brought new employees on. They found that during that process many positions were difficult to fill because salary ranges did not seem to accommodate recruitments which resulted in additional compensation studies and creation of tiers of existing positions. Staff was doing this on an as-needed basis and after repeating the process a few times, it was determined it would make more sense to do a comprehensive analysis of MCE compensation ranges, look at where they are compared to the market and do it all at one time.

With that decision, staff engaged with an external consultant team in May to survey a group of agencies and companies with similar positions. It has often been difficult to find positions comparable to MCE's positions. There are 2 CCA's MCE can look to but many jobs at MCE are a bit unique. Staff also had difficulty finding similar jobs in the private sector because compensation amounts can be unreliable and difficult to obtain.

MCE's consultant embarked on a study and was able to glean much more information than in prior years, given CCA activities of Sonoma and Lancaster.

Ms. Weisz said the packet includes examples of agencies that were surveyed and she summarized that staff was able to find between 5 and 12 matches for almost all MCE positions. Some agencies that served as good examples were the cities of Redding, Anaheim, Palo Alto, and other local government entities that provide a product to customers. Staff also looked at private companies such as California Edison, PG&E and public agencies like San Francisco Department of the Environment, MMWD and SMUD. They found MCE salaries were behind the market as compared to similarly situated positions in other jurisdictions. They found 26 MCE positions were below the median in the market.

Also reviewed and discussed by the Executive Committee was targeting compensation ranges and whether they want to go above the median. There were three reasons for considering this: 1) they have a high bar for performance and want to attract the best and brightest. In some cases they recruit people from the private sector where compensation levels tend to be higher; 2) the cost of housing in Marin as compared to other communities. There were two communities surveyed where the cost of housing was higher which was San Mateo and San Francisco; and 3) the cost of living and looking at what people are paying for goods and services county by county, what kind of impact that would have if they factored that into compensation ranges.

This data was presented to the Executive Committee and the Committee recommended that the very first change would be made to adjust existing compensation ranges so people are not below the bottom of the range. They also recommended going to 15% above the median when looking at compensation ranges for the high end of the scale. This allows for some flexibility when providing a higher level of compensation to attract someone to be hired.

Another item that was discussed in the Executive Committee was the goal to minimize their carbon footprint, provide a reasonable opportunity for people to live close to where they work and not commute long distances, creating a healthier lifestyle as well as equity and fairness. She then asked if Executive Committee members had any comment.

Board Member Lyman asked if the proposal is permissive to allow for up to 15% above the median salary range. Ms. Weisz referred to the spreadsheet and the first column shows the current salary range for each position, the median for the low and the high in the labor market, the next two columns show how far out of market they were for each position, and the last column shows what the top of the range would be adjusted to with the 15%. Rather than capping it at the top of the range, they would add 15% to that.

Board Member Lyman asked if the median in the labor market already takes into consideration the cost of living and housing factors. Ms. Weisz said no. He asked how this was factored out in setting the middle of the range. Ms. Weisz said they conducted a very detailed analysis for one position. The federal benchmark for housing assumes that 30% of a person's income is used for housing, but in the Bay Area that is often more. They took 30% of the compensation and applied an adjustment depending on the difference with the county they were comparing to. The same was done for the CPI which is done on more of a regional basis. They looked at the analysis for one position and discussed in the Executive Committee whether it would be helpful to apply that analysis to every single position. The simplest way was to make an adjustment to compensation ranges which they agreed was 15% which recognizes cost of living and housing differences.

Board Member Lyman said most of these ranges are only 15% to 20% to begin with, so by adding 15% they are doubling the range or creating a range on top of a range. Most people will come in at the current high and work towards the new high range. He knows it is only applied at the upper end, but in reality, it is being applied to the bottom end as well. He asked if everybody was comfortable with the fact that MCE is proposing to increase overall the ranges and gap and increases, and he asked if the upper end in some cases was too high.

Board Member McCullough said he shares the same reservation. He referred to the Median Labor Market column and he asked and confirmed this is from many regions. He suggested surveying only in the Bay Area so as not to "super-charge" some areas.

Ms. Weisz said unfortunately there are not enough agencies in the Bay Area to compare that are similar to MCE and have similar job classifications. She added that the firm MCE consulted with conducts these types of compensation analyses across the state and this was the methodology they recommended as the best practice to get the fairest results and results which are not skewed.

Board Member McCullough commented that he thinks it is an unusual methodology and voiced uncomfortableness with it.

Board Member Small said when the Town of Ross is dealing with labor contracts and they are working with 2 to 4 years out, they receive cost projections. She said she can see the reasoning for the methodology but would also like to see a revised budget, budget projection over the next few years and how it impacts the budget, as this would help her to make a better decision on the recommended action.

Board Member Haroff echoed Board Member Small's comments. He said it is important to have this perspective because of some of the other challenged discussed in the Executive Committee. The reality is that MCE is a unique organization because of its public/private composition and, therefore, finding comparable data in the market place is a challenge. He thinks part of the Executive Committee

discussion recognized the importance of putting overall parameters on the impact of their budget, but also that MCE remain competitive as an organization and that they use compensation decisions to support their success going into the future. This means not just going out and looking at public agencies but also being mindful of the fact that some people they are trying to attract and the distinctive job characteristics may come from the private sector where compensation is different.

Board Member Haroff also said what came from the Committee's discussion is a recognition that they need to trust staff in their discussions with perspective employees, given the important skill sets use by the agency.

Vice Chairperson Butt stated that the Board discussed a position which MCE staff had recruited which took months and months, and the Board discussed the impact to the budget. What this does is that it provides some flexibility at the top if MCE must go there. If other factors result in a trend that compensation costs are starting to rise up, it will be reflected in budget projections, but it may be that they only need this for a few positions. He suggested trusting staff to use it judiciously as it provides flexibility.

Board Member Lyman said he supports the changes in median and concept of increasing salaries to be competitive and so MCE has this latitude, but said it was the magnitude of 15% that troubles him. Many positions are comparable to the San Francisco PUC and he said he is comfortable with the median range and 5% above that to provide latitude to be better than average, but questioned the magnitude of future hires.

Board Member Small said at the Executive Committee meeting, the committee discussed the fact that there are more CCAs in nearby areas. Because MCE staff is great and there is not a large market for people who work for CCAs, it is likely that employees could look to San Francisco given their higher salaries and budget and how MCE can compete with that. Again, after going through this and listening to the request tonight she thinks the matter is about retention of quality staff. She asked and confirmed that MCE staff publishes the salary range when recruitments are undertaken and offers are typically made based on individuals' experience and years of education.

Board Member Athas voiced her support of the request, but said she is used to seeing what the initial impact and potential future impact is as it relates to the Budget.

Ms. Weisz said the recommendation made by the Committee was last week and there was not enough time to provide the analysis on the impact to the budget, but that analysis has been done which she presented. The Executive Committee could meet first to discuss the implementation trajectory and the Board could decide how to implement the new ranges at a future meeting. To provide a sense of the impact, if the revisions were to move forward from the Executive Committee's recommendations and wanted to adjust employees that are currently below the bottom of the range and bring them up in January, this would impact the budget by \$25,000.

If MCE adjusted it in November, it would be an impact of \$32,000 to the budget. On an annual basis, if they were to bring staff to the median of the middle of the new range, it could be an added \$800,000 to the FY2017 budget. This could be something to discuss during the budget setting process next year and thinks the trajectory for implementation could be something subject to staying within the Board-approved budget or it could be subject to a certain threshold of \$25,000, \$50,000 or something

reasonable for the remainder of the fiscal year. For the coming fiscal year, this could be something to discuss during the budget process.

Board member McCaskill said he thought at the Executive Committee meeting they were just talking about the 15% flexibility to be used at the top. He said he was not sure all members understood that they were talking about actually changing their existing salary ranges.

Ms. Weisz stated in the analysis conducted there were positions that are currently at a level that falls below the bottom of the range. They were going to adjust the bottom of the range based on the salary survey conducted.

Vice Chairperson Butt said if the current range was changed to the median labor market ranges identified without the 15% adjustment, this would be reflected in the second column. The Board would adopt the new survey, keep the low range where it is, increase those employees affected to the new starting range which impacts the budget by \$32,000 and increase the high range up to 15%.

Ms. Weisz explained that the \$32,000 is not in their current budget, but closer to the end of the year staff will identify whether the \$32,000 could come from another line item or out of reserves which is a discretionary Board item.

Board Member Greene asked if there has been an evaluation on the impact of the proposed increases on benefits. Ms. Weisz stated the benefits are included and the figures represent a fully loaded cost.

Board Member Lacques asked and confirmed that the \$32,000 cost would be from November to March 30, 2016, or about \$10,000 per month. Ms. Weisz then gave a background of how MCE's fiscal year was established.

Board Member McCaskill asked and confirmed with Ms. Weisz that the \$32,000 amount is to bring a handful of employees up to the bottom of the new range for this fiscal year. If MCE was to bring all staff to the middle of the new recommended range, this would have an impact of \$800,000 a year.

Board Member O'Donnell returned to the budget and said MCE currently spends roughly \$3 million a year on staffing, and \$800,000 is a 28% higher increase in staffing costs. Board member Lyman said he thinks this is not what staff is proposing and \$800,000 would bring employees almost to the top of the market range. He said if the Board was to move all employees to the top of the market range which would be the middle of the proposed range, it would cost \$800,000.

Board Member Greene said he believes the Executive Committee may not have comprehended these things and Ms. Weisz said staff has taken a lot of time to ensure the analysis was done correctly and if this takes more time, a couple of other options could be considered now or at the next Executive Committee meeting. She stated some agencies have gone through a process to approve compensation ranges and in a separate action, have decided on how they want them to be implemented and set budget parameters. Once compensation ranges are established, staff has authority to determine where to place each person within their range. Staff could be given parameters to stay within the existing budget or to go to a certain threshold which could be determined by the Executive Committee as a separate action.

Board Member O'Donnell made a motion, which was seconded by Board Member Lacques, to table the matter until the Executive Committee can meet and reconsider the MCE Compensation Analysis report.

Board Member Small said since there are other CCAs coming on board, she asked staff to research what their percentage of employee cost to their overall budget is. She asked if MCE is at the lower end or at the higher end. Ms. Weisz replied that MCE is at the lower end as compared to Sonoma Clean Power. They tend to have higher levels of compensation. In their overall budget, they have a higher percentage spent per staff member.

Board Member Lyman said in his calculations, just bringing staff up to the bottom of the range would be about \$100,000 annual change or a 3% increase in staff and cost based on \$32,000 getting them to the end of March. Again, he said he is supportive of bringing employees up to range but it is when adding on 15% it brings it to the medium range, which is what Board Members are struggling with.

Board Member Haroff said he thought what Ms. Weisz described as a two-stage process is what he thought they were doing in the Executive Committee and then tonight. He is comfortable with the process to get to the overall parameters; however, it is important to return to the Executive Committee to confirm there is appropriate linkage between those parameters and budgetary impacts. He therefore supported the motion.

Board Member McCullough stated it is not the percentage, but if the Executive Committee determines there should be an upward adjustment to the range that is ultimately approved, he would like to see some criteria associated with that upward percentage adjustment and not simply that it is too time consuming to come up with something more rigorous. Vice Chair Butt noted that the presentation given showed a column of adjustment for housing costs, consumer price index (CPI) and also what 10%, 15%, and 25% showed. The Committee reviewed all of this and while a bit arbitrary, it looked like the 15% was the sweet spot.

ACTION: It was M/S/C (O'Donnell/Lacques) to table the matter until the Executive Committee can reconsider the MCE Compensation Analysis. Motion carried by unanimous roll call vote: (Absent: Calloway, Lion, Sears, Withy, and Schwartzman).

10. Board Member Assignment to Ad Hoc Committee (Discussion/Action)

Ms. Weisz said the next item is to establish MCE's rate setting ad-hoc committee for 2016. They will begin holding discussions about upcoming rates in late December/early January. There is information in the Board packet to identify which Board Members currently serve on which committees as well as an overview of what the rate-setting ad-hoc committee will undertake. There will be discussion about the Deep Green product and its rate setting, discussing a fixed monthly cost and Ms. Weisz also noted that the Committee discussion relates a bit to the budget setting process.

The following Board Members volunteered to serve on the 2016 Rate Setting Ad-Hoc Committee:

- Board Member McCaskill
- Board Member Bailey
- Board Member Haroff

- Board Member O'Donnell
- Board Member McCullough

ACTION: It was M/S/C (Wagenknecht/Athas) to approve Board Member Assignment of McCaskill, Bailey, Haroff, O'Donnell and McCullough to the 2016 Rate Setting Ad Hoc Committee. Motion carried by unanimous roll call vote: (Absent: Calloway, Lion, Sears, Withy, and Schwartzman).

11. Regulatory and Legislative Updates (Discussion)

Elizabeth Kelly, Legal Director, provided an overview of the Legislative Session, stating the Governor signed all bills:

SB 350: This bill addressed renewable energy and energy efficiency. It will increase the RPS (Renewables Portfolio Standard) to 50%. MCE was actively engaged on that bill which has been signed into law.

AB 802 was also signed into law and this changes how savings are calculated for energy efficiency. It changes the baseline from which to calculate energy efficiency savings from a Title 24 code baseline to an existing conditions baseline. This will have a positive impact on the cost-effectiveness of MCE's energy efficiency program, since MCE aims at harder to reach sectors.

AB 793: This relates to home energy systems and MCE was successful in having specific language in this bill for CCAs.

There were six CPUC reform bills that went to the legislature and were vetoed by the Governor. The CPUC has formed several subcommittees to address governance issues and the Governor is waiting for that process to develop further before making decisions about ex parte rules.

Other bills were made into two-year bills. AB 1110, Assembly member Ting's bill on GHG accounting has been made into a two-year bill. AB 1330 is a bill that would create requirements for demand response for load-serving entities. Assembly member Levine also authored a bill related to non-bypassable charges for distributed energy resources. This impacts MCE because this relates to the PCIA fees, and how exceptions are made for non-bypassable charges and how to comprehensively review these.

In the next legislative cycle there is potential for cleanup legislation on SB 350, which MCE would be engaged with.

Ms. Kelly noted that for years her team and she have been working on the Power Charge Indifference Adjustment (PCIA) and next year customers are slated to pay over \$30 million in PCIA to PG&E. This has a very significant impact on MCE's competitiveness. Therefore, MCE must provide much more renewable energy at a vastly lower rate than what PG&E is providing its customers. To that end, they have undertaken many strategies that are coming to fruition and have become successful. MCE developed a white paper that includes every CPUC decision that has considered the PCIA and CAM (Cost Allocation Mechanism) exit fees since even before de-regulation. It also contains a summary of every piece of legislation and CPUC decision in order to use this resource this as a reference point for change in the coming years. MCE provided a set of five binders of all decisions and the White Paper to the CPUC and she provided recognition to Shalini Swaroop, Camilla Stough, and others who worked on the project.

Regarding the PCIA, in PG&E's Energy Resource Recovery Account (ERRA) proceeding there is an issue relating to vintaging, which determines at what point the customer is deemed to have departed from PG&E bundled service. A renter or homeowner who opts out of MCE and continues to receive PG&E bundled service, but later returns to MCE will receive a new customer vintage. Therefore, PG&E keeps assigning later and new vintages even when MCE's load has remained the same over time. This results in an over-collection of PCIA. Staff prepared a significant briefing on this and is expecting a decision in the beginning of 2016.

For the 2016 ERRA, the PCIA increase is projected to be approximately 72% between this year and next year, and staff has completed their briefing on that. PG&E will provide an update to their procurement figures and they should also be getting a decision issued in November. MCE has asked for significant PCIA mitigation for 2016 and are looking to have more comprehensive reform.

Ms. Kelly said MCE is working on the utilities' Long Term Procurement Plan (LTPP) proceeding, where they are adjusting procurement plans. When PG&E looks at their load, they must now segment out what is CCA load and what is direct access load. To date, PG&E has not projected out CCA departing load, which again inflates the PCIA. Staff has worked on this in three bi-annual cycles of the LTPP and the decision was made in MCE's third attempt. While this does not directly help MCE, it does help all developing CCAs in the state. To the extent of MCE's potential inclusion of new communities, it could have a downward impact on the PCIA and positive benefits for MCE. The recent LTPP decision makes the playing field more level on the whole between investor utilities and CCAs.

The Green Tariff Shared Renewables program is PG&E's green energy program and it is in its implementation stages. Resolution E-4734 was issued and discussed details on how this program will be implemented. The investor-owned utilities did not want to show the PCIA on their bill because it is hard to explain. Some solar industry parties said PCIA is a new large charge and it seems arbitrary to have an increase from \$4.50 to \$10.00 monthly. For CCAs, the PCIA is identified as a separate line item on the bill so for fair treatment, MCE argued the PCIA should be separately broken out on the bill. MCE was successful and the PCIA will be broken out as a separate line item on the bill for customers of PG&E's Green Tariff Shared Renewable program. In the same proceeding, there are more implementation issues still being hashed through until these programs launch. Leftover issues were grouped into Phase 4. MCE's Senior Regulatory Analyst Jeremy Waen was invited to present on two topics to the CPUC, one of which relates to PCIA proposals. Solar industries came through with a hefty group brief describing how patently unfair the PCIA is. PCIA is not well-known outside of the CCA community, so many parties do not consider it until it is applied to them. Once they begin delving into the issues, they take action and they get up in arms. PG&E has asked for stabilization over time with PCIA for their own customers, and now that awareness of PCIA is expanding to more parties, there will be more opportunities for some positive change and reform.

Ms. Kelly said most exciting throughout the entire process of the Green Tariff Shared Renewables proceeding is that PG&E had not shared what their branding was going to be. In Southern California, the analogous rate is called the "Sun Rate". Much to MCE's surprise, they received an email from Green-E asking for certification of PG&E's green product called "Community Solar Choice".

She explained that after PG&E's bad behavior during Proposition 16, SB 790 was adopted which is a CCA "Bill of Rights." In the code of conduct resultant from SB 790 it states that PG&E is not allowed to make any representations or appear to represent in any way community choice aggregators.

In addition, PG&E's other product is proposed to be called "Local Solar Choice" which is very similar to MCE's Local Sol product. MCE filed a protest which did not have much of an impact with respect to the advice letter but within 24 hours of the letter, PG&E changed the name from "Local Solar Choice" to "Regional Solar Choice." Therefore, MCE has succeeded in changing one of the names and is collaborating with PG&E in regards to the "Community Solar Choice" name. Within the next two weeks, MCE will hold a follow-up meeting with PG&E to make progress and then may potentially file a complaint against PG&E if there is not a successful resolution.

Board Member O'Donnell referred to the resolution requiring PG&E to show the PCIA on the bill, he asked how that charge will be calculated by PG&E. Ms. Kelly said the PCIA will be the exact same charge which is why the solar industries have been up in arms about this. There has been concern expressed as to how PCIA would be applied to these customers. In essence, a group of PG&E customers can elect to be on the Green Tariff Shared Renewables program, and these customers are departing from PG&E bundled service to an entirely different PG&E product.

12. Board Member & Staff Matters (Discussion)

Board Member McCaskill referred to a mailer and said the PCIA was not reflected; however, what was represented was the 2014 California Power Mix not cost information.

13. Adjournment:

The Board of Directors adjourned the meeting at 9:30 p.m. to the next Regular Board Meeting on November 19, 2015.

Tom Butt, Vice Chair

Attest:

Dawn Weisz, Secretary



November 19, 2015

TO: Marin Clean Energy Board
 FROM: Sarah Estes-Smith, Internal Operations Coordinator
 RE: Report on Approved Contracts (Agenda Item #04 – C.2)

Dear Board Members:

SUMMARY:

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

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

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

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
October	Installation of security devices for MCE elevator	Low Voltage Security, Inc.	\$6,000	5 months
October	Addendum increasing not-to-exceed amount	Mark Wooding	\$6,575	7 months
October	MCE staff training event	Franklin Covey Client Sales, Inc.	\$5,818	n/a
October	Amendment to reduce monthly fee for Employee Assistance Program	Managed Health Network	\$4,680	36 months
October	Addendum to increase contract scope to include additional MCE website services	Marketing Machine	\$18,100	10 months

October	44 MW System Resource Adequacy January-December 2016	Tenaska Power Services Co.	\$421,310	12 months
October	Monthly (up to 31 MW) System Resource Adequacy January-December 2016	Energy America, LLC	\$88,350	12 months

Recommendation: Information only. No action required.



November 19, 2015

TO: Marin Clean Energy Board
FROM: John Dalessi
RE: Monthly FY 15/16 Budget Report (Agenda Item #04 – C.3)
ATTACHMENT: MCE Budget Reports 2015-09 (Unaudited)

Dear Board Members:

SUMMARY:

The attached budget update compares the FY 2015/16 budget to the unaudited revenue and expenses of MCE for the month ending September 2015.

OPERATING BUDGET:

Year-to-date revenues continue slightly over budget, with cost of energy at levels slightly under budget. Operating expenditures are generally below anticipated year-to-date levels, but much of this will be smoothed as the year continues.

The Debt Service expense line includes approximately \$92,000 of loan fees related to a Line of Credit and a Letter of Credit issued in September, which causes a slight variance from the budget. A budget amendment will be requested for this variance at a future date.

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

ENERGY EFFICIENCY PROGRAM BUDGET:

The Energy Efficiency Program is entirely funded by the California Public Utilities Commission. For financial reporting purposes, MCE treats funds received from this program as a reimbursable grant. The result is that program expenses are mostly offset by revenue. Certain planning and grant writing activities are not reimbursable under this grant. A deferred asset is recorded for funds received by the CPUC that have yet to be expended by MCE.

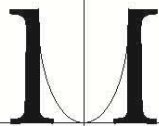
LOCAL DEVELOPMENT RENEWABLE ENERGY BUDGET:

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

RENEWABLE ENERGY RESERVE BUDGET:

This fund is intended for the procurement or development of renewable energy not planned for in the operating funds. Resources may accumulate from year to year and be expended as management determines.

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 Clean Energy

We have compiled the accompanying budgetary comparison schedules of Marin Clean Energy (a California Joint Powers Authority) for the period ended September 30, 2015. 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.

The supplementary information contained on page 4 is presented for purposes of additional analysis. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

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

Maher Accountancy

October 20, 2015

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**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through September 30, 2015**

	April 1, 2014 through September 30, 2014	2015/16 YTD Budget (Amended)	2015/16 YTD Actual	2015/16 YTD Budget Variance (Under) Over	2015/16 YTD Actual/Budget %	2015/16 Annual Budget (Amended)	2015/16 Budget Remaining
REVENUE AND OTHER SOURCES:							
Revenue - Electricity (net of allowance)	\$ 50,689,310	75,535,385	\$ 77,330,800	\$ 1,795,415	102.38%	\$ 145,933,098	\$ 68,602,298
Other revenues	25,380	-	392,081	392,081	-	-	-
Total sources	<u>50,714,690</u>	<u>75,535,385</u>	<u>77,722,881</u>	<u>2,187,496</u>	<u>102.90%</u>	<u>145,933,098</u>	<u>68,602,298</u>
EXPENDITURES AND OTHER USES:							
CURRENT EXPENDITURES							
Cost of energy	40,441,521	63,072,733	61,767,579	(1,305,154)	97.93%	129,522,715	67,755,136
Staffing	955,594	1,444,950	1,395,202	(49,748)	96.56%	2,964,000	1,568,798
Technical consultants	252,997	325,572	313,642	(11,930)	96.34%	629,000	315,358
Legal counsel	197,676	180,000	137,899	(42,101)	76.61%	360,000	222,101
Communications consultants and related expenses	235,305	375,500	360,253	(15,247)	95.94%	751,000	390,747
Data manager	1,324,154	1,431,000	1,416,955	(14,045)	99.02%	2,862,000	1,445,045
Service fees- PG&E	341,981	460,500	424,248	(36,252)	92.13%	921,000	496,752
Other services	165,054	209,000	224,272	15,272	107.31%	418,000	193,728
General and administration	208,321	164,500	123,269	(41,231)	74.94%	329,000	205,731
Occupancy	-	130,000	80,760	(49,240)	62.12%	260,000	179,240
Integrated Demand side pilot programs	-	25,000	21,340	(3,660)	85.36%	50,000	28,660
Marin County green business program	-	10,000	-	(10,000)	0.00%	10,000	10,000
Solar rebates	-	-	-	-	0.00%	35,000	35,000
Total current expenditures	<u>44,122,603</u>	<u>67,828,756</u>	<u>66,265,419</u>	<u>(1,563,337)</u>	<u>97.70%</u>	<u>139,111,715</u>	<u>72,846,296</u>
CAPITAL OUTLAY	9,966	123,000	135,199	12,199	109.92%	150,000	14,801
DEBT SERVICE *	596,939	2,080,000	2,147,718	67,718	103.26%	2,080,000	(67,718)
INTERFUND TRANSFER TO:							
Renewable Energy Reserve Fund	-	1,000,000	1,000,000	-	100.00%	1,000,000	-
Local Renewable Energy Development Fund	109,994	151,383	151,383	-	100.00%	151,383	-
Total expenditures	<u>44,839,502</u>	<u>71,183,139</u>	<u>69,699,719</u>	<u>\$ (1,483,420)</u>	<u>97.92%</u>	<u>142,493,098</u>	<u>\$ 72,793,379</u>
Net increase (decrease) in available fund balance	<u>\$ 5,875,188</u>	<u>\$ 4,352,246</u>	<u>\$ 8,023,162</u>	<u>\$ 3,670,916</u>		<u>\$ 3,440,000</u>	<u>\$ (4,191,081)</u>

* Debt Service includes fees related to a Line of Credit and a Letter of Credit issued during the 2015/16 year.

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through September 30, 2015**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,505,702	\$ 408,741	\$ 1,096,961	27.15%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	1,505,702	509,728	995,974	33.85%
Expenditures paid for by Operating fund		(98,524)		
Total expenditures paid for by EE program	<u>1,505,702</u>	<u>411,204</u>	<u>995,974</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ (2,463)</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through September 30, 2015**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 151,383	\$ 151,383	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>151,383</u>	<u>130,810</u>	<u>20,573</u>	<u>86.41%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 20,573</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through September 30, 2015**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 1,000,000	\$ 1,000,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in fund balance	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>		

See accountants' compilation report.

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2015 through September 30, 2015

	Actual
Other services	
Audit	\$ 35,500
Accounting	72,000
IT Consulting	37,323
Human resources & payroll fees	4,095
Legislative consulting	45,000
Miscellaneous professional fees	30,354
	\$ 224,272
	\$ 224,272
 General and administration	
Cell phones	\$ 408
Data and telephone service	15,801
Insurance	7,169
Office and meeting rentals	2,060
Office equipment lease	2,730
Dues and subscriptions	24,112
Conferences and professional education	9,178
Travel	11,709
Business meals	2,777
Office supplies and postage	47,325
	\$ 123,269
	\$ 123,269

See accountants' compilation report.



November 19, 2015

TO: Marin Clean Energy Board of Directors
FROM: Sarah Estes-Smith, Internal Operations Coordinator
RE: First Addendum to Seventh Agreement with Maher Accountancy (Agenda Item #04 – C.4)

ATTACHMENTS:

- A. Seventh Agreement with Maher Accountancy
- B. Draft First Addendum to Seventh Agreement with Maher Accountancy

Dear Board Members:

SUMMARY:

On March 5, 2015, MCE entered into the Seventh Agreement with Maher Accountancy (“Agreement”) to provide accounting and payroll processing services to MCE. The agreement is for \$160,000 and will expire on March 31, 2016.

MCE has identified a need for Maher Accountancy to provide support with additional services, including assistance with negotiating terms for MCE financial products, activities related to an enterprise risk management analysis, and filling MCE staff positions in the area of finance. Maher Accountancy has the necessary expertise and familiarity with MCE to provide such assistance.

MCE staff requests approval of the draft First Addendum, which would adjust the scope of work to include the above services, and reflect a contract maximum increase of \$15,000 for a total amount not to exceed \$175,000.

Recommendation: Approve First Addendum to Seventh Agreement with Maher Accountancy.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SEVENTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MAHER ACCOUNTANCY**

THIS SEVENTH AGREEMENT ("Agreement") is made and entered into this day **March 5, 2015** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and MAHER ACCOUNTANCY, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: accounting and payroll processing as directed by MCE;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.

Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$160,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2015**, and shall terminate on **March 31, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Estes-Smith
<hr/>	
MCE Address:	700 Fifth Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	invoices@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6028
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor: John Maher
 Address: 1101 Fifth Avenue, Suite 200
 San Rafael, CA 94901
 Email Address: jmaher@maher CPA.com
 Telephone No.: (415) 459-1249 ext. 1

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Clean Energy:

By: [Signature]
 CEO
 Date: 3-6-15

By: [Signature]
 Chairperson
 Date: 3-5-15

CONTRACTOR:

By: [Signature]
 Name: John W. Maher
 Date: 3-6-15

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

General Accounting Services

- Prepare timely monthly financial statements
- Monitor compliance with budgetary limits over expenditures
- Monitor services provider contract fiscal provisions
- Process cash disbursements
- Process payroll and maintain compensated absence accounting records
- Manage cash balances
- Manage the general ledger and prepare analyses to reconcile bank and other accounts
- Provide a means of maintaining appropriate segregation of duties and other internal controls
- Assistance with development and maintenance of budget for expenditures
- Maintain segregated account structure to enable regulatory accounting for Energy Efficiency program, maintenance of incentive payments, and budget reporting

Assistance with Annual Financial Statement Audit

Maher Accountancy shall prepare annual financial statement in accordance with generally accepted accounting principles, prepare and provide financial analyses and other support to MCE's independent auditors in order to minimize the cost of the audit.

Additional Accounting or Consulting Services, as necessary

Services requested by the CEO that are beyond the scope indicated above will be performed under a separate agreement.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

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

- Fees for general accounting services and payroll processing will be performed for \$144,000. Payment will be made in monthly installments of \$12,000, on or about the 15th of each month.
- Assistance with the annual audit will be performed for \$16,000 and will be payable at the conclusion of the audit.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$160,000** for the term of the agreement.

**FIRST ADDENDUM TO SEVENTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MAHER ACCOUNTANCY**

This FIRST ADDENDUM is made and entered into on November 19, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and MAHER ACCOUNTANCY (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide accounting and payroll processing services as directed by MCE staff dated March 5, 2015 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$160,000 for the services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to expand the scope of services and increase the contract amount by \$15,000 for a total not to exceed \$175,000.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of \$175,000.

2. The last paragraph of Exhibit A is hereby amended to read as follows:

Additional Accounting or Consulting Services, as necessary

- Assistance with negotiating terms for MCE financial products.
- Activities related to an enterprise risk management analysis.
- Assistance and support filling MCE staff positions in the area of finance.

Services requested by the CEO that are beyond the scope indicated above will be performed under a separate agreement.

3. The following payment fee/schedule is added to Exhibit B and the last sentence is hereby amended to read as follows:

- For assistance with negotiating terms for MCE financial products, activities related to an enterprise risk management analysis, and filling MCE staff positions in the area of finance, Contractor shall bill monthly according to the following staff hourly rates, for a total not to exceed \$15,000:

John W. Maher, CPA, CGMA	Managing Principal	\$240
Michael J. Maher, CPA	Manager	\$180
David M, Krause, CPA	Accountant	\$120

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$175,000** for the term of the agreement.

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

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 19, 2015

TO: Marin Clean Energy Board of Directors

FROM: Beth Kelly, Legal Director

RE: First Addendum to Fourth Agreement with Ellison, Schneider & Harris, LLP (Agenda Item #04 – C.5)

ATTACHMENTS:

- A. Fourth Agreement with Ellison, Schneider & Harris, LLP
- B. Draft First Addendum to Fourth Agreement with Ellison, Schneider & Harris, LLP

Dear Board Members:

SUMMARY:

On February 25, 2015, MCE entered into the Fourth Agreement with Ellison, Schneider & Harris, LLP (“Agreement”) to provide legal and regulatory services at the direction of MCE. The Agreement stated that the maximum cost to MCE would be \$20,000.

MCE staff requests approval of the draft First Addendum, which would reflect a contract maximum increase of \$20,000 for a total amount not to exceed \$40,000.

Recommendation: Approve First Addendum to Fourth Agreement with Ellison, Schneider & Harris, LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **February 25, 2015** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and ELLISON, SCHNEIDER & HARRIS, LLP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: legal and regulatory services at the direction of MCE;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

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

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2015**, and shall terminate on **March 31, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Estes-Smith
<hr/>	
MCE Address:	700 Fifth Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	invoices@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6028
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor: Andrew B. Brown

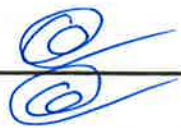
Address: 2600 Capitol Avenue, Suite 400

Sacramento, CA 95816

Email Address: abb@eslawfirm.com

Telephone No.: (916) 447-2166


20. ACKNOWLEDGEMENT OF EXHIBITS


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

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

APPROVED BY
Marin Clean Energy:

CONTRACTOR:

By: 
CEO
Date: 2-25-15

By: 
Name: Andrew Brown
Date: 2.25.15

By: N/A
Chairperson
Date: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal and regulatory services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

Contractor will bill MCE monthly for professional services provided under this agreement. The amount of any fees and costs billed under this agreement shall not exceed **\$20,000**.

The hourly rates for Ellison, Schneider & Harris are as follows:

Attorneys

Partners

Christopher T. Ellison	\$395
Jeffery D. Harris	\$395
Douglas K. Kerner	\$395
Andrew B. Brown	\$395
Greggory L. Wheatland	\$340
Lynn M. Haug	\$340
Ronald Liebert	\$330
Brian S. Biering	\$290
Jedediah J. Gibson	\$290

Associate Attorneys

Chase B. Kappel	\$260
Samantha G. Pottenger	\$260

Other partners, associate attorneys and contract attorneys depending upon experience.

Legal Assistants/Law Clerks

Eric Janssen	\$180
Karen A. Mitchell	\$180
Deric J. Wittenborn	\$180
Law Clerk	\$180

**FIRST ADDENDUM TO FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

This FIRST ADDENDUM is made and entered into on November 19, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ELLISON, SCHNEIDER & HARRIS, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal and regulatory services as directed by MCE staff dated February 25, 2015 ("Agreement"); and

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

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$20,000 for a total not to exceed \$40,000.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$40,000**.

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

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$40,000 for the term of the agreement.

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

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 19, 2015

TO: Marin Clean Energy Board of Directors

FROM: Beckie Menten, Energy Efficiency Director

RE: Fourth Addendum to Third Agreement with Association for Energy Affordability (Agenda Item #04 – C.6)

ATTACHMENTS:

- A. Third Agreement with Association for Energy Affordability
- B. First Addendum to Third Agreement with Association for Energy Affordability
- C. Second Addendum to Third Agreement with Association for Energy Affordability
- D. Third Addendum to Third Agreement with Association for Energy Affordability
- E. Draft Fourth Addendum to Third Agreement with Association for Energy Affordability

Dear Board Members:

SUMMARY:

On November 7, 2013, MCE entered into the Third Agreement with Association for Energy Affordability (“Agreement”) to provide technical consulting services for MCE’s multi-family energy efficiency program. The Agreement stated that the maximum cost to MCE would be \$106,000 for calendar year 2014.

On December 4, 2014, the First Addendum was executed, thereby extending the contract end date to December 31, 2015 and increasing the contract maximum by \$106,000 for a total amount not to exceed \$212,000. This increase allowed for Association for Energy Affordability (AEA) to continue providing technical consulting services for MCE’s multi-family energy efficiency program for calendar year 2015.

The Second Addendum was executed on August 20, 2015 and increased the contract maximum by \$45,000 for a total amount not to exceed \$257,000.

The Third Addendum, executed on September 14, 2015, expanded the scope of services to include technical consulting services for MCE’s commercial energy efficiency program.

MCE staff requests approval of the draft Fourth Addendum, which would reflect a contract maximum increase of \$30,000 for a total amount not to exceed \$287,000.

AEA provides a high quality service to MCE at great value. Over the past year, AEA has assisted MCE in filling a robust pipeline of multifamily targets currently on track to exceed savings targets. This addendum will enable them to facilitate successful completion of these projects currently in the pipeline.

Recommendation: Approve Fourth Addendum to Third Agreement with Association for Energy Affordability.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

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

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO MEA:

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

5. TIME OF AGREEMENT:

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

6. INSURANCE:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

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

Notices shall be given to Contractor at the following address:

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

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Energy Authority:

By: [Signature]
Executive Officer

By: [Signature]
Chairman

CONTRACTOR:

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

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

REASON(S) REVIEW:

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

MEA Counsel: _____

Date: _____

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

Marin Energy Authority’s Multifamily Energy Efficiency Project

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

SCOPE ITEM #1: PROGRAM SCOPING PROCESS:

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

SCOPE ITEM #2: BUILDING INFORMATION & UTILITY DATA ANALYSIS

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

SCOPE ITEM #3: BUILDING LEVEL ENERGY AUDITS:

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

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

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

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

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

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

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

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

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

Table 1. Hourly Wages per Employee Classification	
Director or Senior Energy Analyst	\$150
Energy Analyst	\$130
Administrative Support	\$90

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

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

MAXIMUM COST TO MCE:

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

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

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

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

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

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

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

CONTRACTOR:

By: _____

Date: 12/5/2014

MARIN CLEAN ENERGY:

By: 

Date: 12-4-14

By: 

Date: 12-4-14

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

This SECOND ADDENDUM is made and entered into on August 20, 2015 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

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

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$212,000 for the technical consulting services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$45,000 for a total not to exceed ~~\$247,000~~
\$257,000. DW

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

AGREEMENT

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

MAXIMUM COST TO MCE:


In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of ~~\$247,000~~
\$257,000. DW

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

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of ~~\$247,000~~ for the term of the agreement.
\$257,000 DW

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

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

CONTRACTOR 

By: _____

Date: 8/21/2015

MARIN CLEAN ENERGY:

By: 

Date: 8-20-15

By: 

Date: 8-20-15

**THIRD ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND THE ASSOCIATION FOR
ENERGY AFFORDABILITY (AEA)**

This THIRD ADDENDUM is made and entered into on September 14, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and THE ASSOCIATION FOR ENERGY AFFORDABILITY (hereinafter referred to as "Contractor").

RECITALS

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

WHEREAS, the Recitals and Exhibit A to the agreement limit the scope of services to MCE's multi-family energy efficiency program; and

WHEREAS the parties desire to amend the agreement and scope of services to include the commercial energy efficiency program.

NOW, THEREFORE, the parties agree to modify the Recitals and Exhibit A as set forth below.

AGREEMENT

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

WHEREAS, MCE desires to retain a person or firm to provide technical consulting services for the multi-family and commercial energy efficiency programs.

2. The following sentence shall be added to the end of Exhibit A:

As of August 1, 2015, Contractor is authorized to expand scope to include commercial energy efficiency services, including energy assessments and direct implementation.

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

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

CONTRACTOR:

By: _____

Date: 9/22/2015

MARIN CLEAN ENERGY:

By: 

Date: 9.14.15

This FOURTH ADDENDUM is made and entered into on November 19, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (hereinafter referred to as "Contractor").

RECITALS

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

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$257,000 for the services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$30,000 for a total not to exceed \$287,000.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$287,000**.

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

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$287,000 for the term of the agreement.

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

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 19, 2015

TO: Marin Clean Energy Board of Directors
FROM: Beckie Menten, Energy Efficiency Director
RE: Second Addendum to Fourth Agreement with Community Energy Services Corporation (CESC) (Agenda Item #04 – C.7)

ATTACHMENTS:

- A. Fourth Agreement with Community Energy Services Corporation
- B. First Addendum to Fourth Agreement with Community Energy Services Corporation
- C. Draft Second Addendum to Fourth Agreement with Community Energy Services Corporation

Dear Board Members:

SUMMARY:

On December 4, 2014, MCE entered into the Fourth Agreement with Community Energy Services Corporation (CESC) (“Agreement”) to provide energy efficiency contract services for MCE. The Agreement stated that the maximum cost to MCE would be \$107,500.

On July 31, 2015, the First Addendum was executed, allowing for CESC to reallocate some or all funds designated for Administrative Costs and Marketing and Outreach to the Technical Assistance Direct Implementation line items of the contract budget.

MCE staff requests approval of the proposed Second Addendum, which would reflect a contract maximum increase of \$34,200 for a total amount not to exceed \$141,700.

This contract extension would enable the program to exceed its savings target of 1,200,000 kWh (as defined by the California Public Utilities Commission), while coming in under budget. In the absence of this contract extension, the funds may be lost.

Recommendation: Approve Second Addendum to Fourth Agreement with Community Energy Services Corporation.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

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

5. TIME OF AGREEMENT:

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

6. INSURANCE:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: Sarah Estes-Smith, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

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

20. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits CONTRACTOR'S INITIALS

EXHIBIT A.

Scope of Services

EXHIBIT B.

Fees and Payment

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

APPROVED BY

Marin Clean Energy:

By: [Signature]
Executive Officer

Date: 12-4-14

By: [Signature]
Chairperson

Date: 12-4-14

CONTRACTOR:

By: [Signature]

Name: MARTIN BOND

Date: 12-12-14

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

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

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

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

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

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

Fees:

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

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

Budget:

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

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

This FIRST ADDENDUM is made and entered into on July 31, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and COMMUNITY ENERGY SERVICES CORPORATION (CESC) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide energy efficiency contract services as directed by MCE staff dated December 4, 2014 ("Agreement"); and

WHEREAS, the Budget in Exhibit B to the agreement allocated up to \$16,000 for Administrative Costs and up to \$10,000 for Marketing and Outreach; and

WHEREAS the parties desire to amend the agreement to allow some or all of these funds to be reallocated to Technical Assistance Direct Implementation.

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

AGREEMENT

1. The following sentence is hereby added to the end of Exhibit B:

With MCE's express written permission, some or all funds designated for Administrative Costs and Marketing and Outreach may be reallocated to the Technical Assistance Direct Implementation (Multi-Family or Small Commercial) line items of the above budget.

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

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

CONTRACTOR:

By: 

Date: 8/5/2015

MARIN CLEAN ENERGY:

By: 

Date: 7-31-15

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

This SECOND ADDENDUM is made and entered into on November 19, 2015, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and COMMUNITY ENERGY SERVICES CORPORATION (CESC) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide energy efficiency contract services as directed by MCE staff dated December 4, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$107,500 for the services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$34,200 for a total not to exceed \$141,700.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$141,700**.

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

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$141,700 for the term of the agreement.

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

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY

PROCLAMATION ON CLIMATE

November 19, 2015

Because, according to the National Oceanic & Atmospheric Administration, 2014 set global atmospheric temperature records, and 2015 is on track to be hotter still, leading to severe droughts, wildfires, storms and flooding^{1/}; and

Because reports demonstrate that the world's oceans have absorbed more heat than the atmosphere^{2/}, and melting glaciers and ice sheets, as well as expansion from warmer waters, are now accelerating sea level rise^{3/}; and

Because, NASA analysis indicates that these impacts are substantially caused by the carbon content of earth's atmosphere growing higher than it has been for at least 800,000 years, due in large part to human activities^{4/}; and

Because scientific organizations, as well as the IPCC^{5/} have concluded—in ever clearer resolution—that the consequences of human actions, and inactions, with regard to climate change are material, dire, and lasting on all life on the planet, especially for vulnerable populations; and

Because political leaders from around the globe are assembling in Paris for the 21st Conference of Parties (COP21)—an international negotiation under the UN Framework Convention on Climate Change—from November 30th to December 11th, 2015, which portends to be the most significant of its kind to date^{7/}; and

Because public organizations, private companies and individuals have declared their support for reducing their carbon footprint, converting to renewable energy and cleaner transportation, and implementing energy efficiency and other GHG-reducing strategies^{8/}; and

Because the State of California^{9/}, and the local government members of Marin Clean Energy (MCE) ^{10/} have shown exceptional leadership in climate action that has set a global example and yet have room for further improvement.

Now, therefore, MCE, a sponsor of the “[Time to Lead on Climate](#)” event on November 9, 2015, proclaims support for these actions:

1. Promote Marin Clean Energy's 'Deep Green' for 100% renewable energy generation.
2. Help reach and exceed the new goals set by SB 350 of a 50% Renewable Portfolio Standard, doubling of energy savings in buildings, and significant expansion of electric vehicle charging infrastructure by 2030.
3. Encourage, through public and private actions, a conversion to use of electric buses, fleet vehicles, and private vehicles, and continue to support improvements to transit and the bicycle and pedestrian infrastructure in MCE's service territory.

4. Encourage a lower-carbon lifestyle by decreasing energy and water use,.
5. Pursue an equitable response to climate impacts in MCE service territory.
6. Support Governor Brown and the California delegation to the 2015 Paris Climate Conference as they contribute examples of actions that can be taken to reduce the contributions to and impacts of climate disruption.

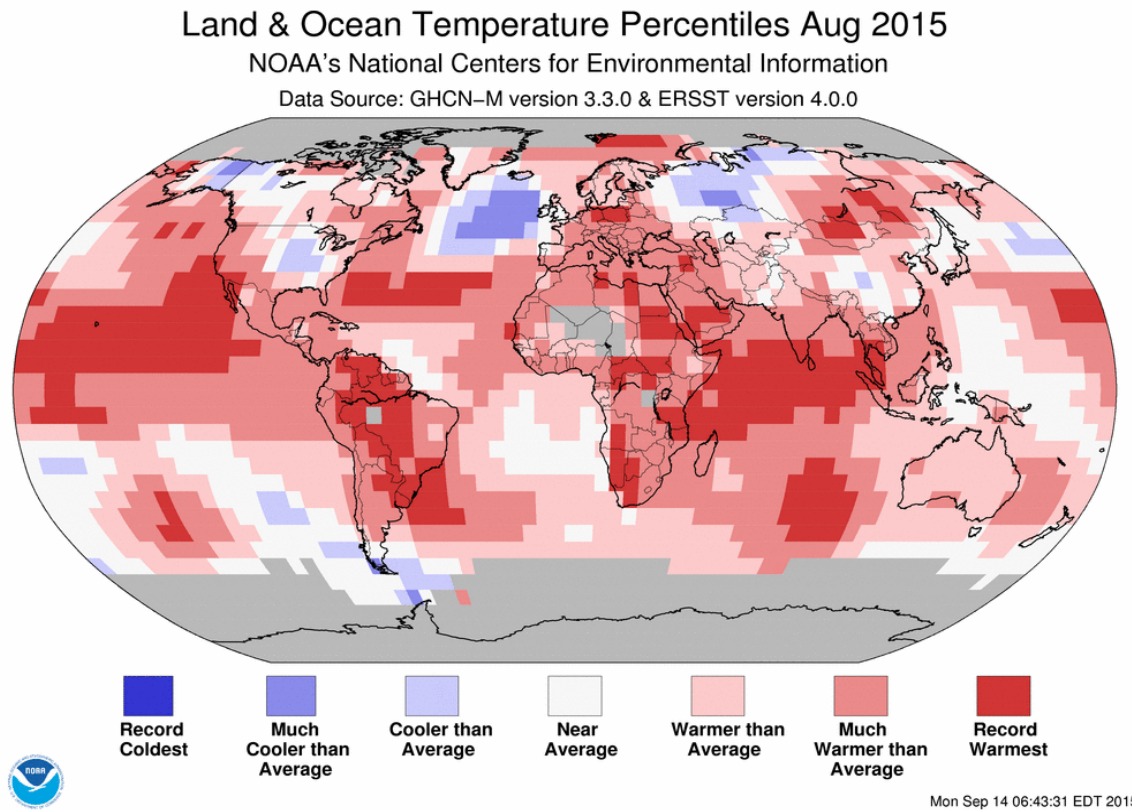
Endorsing Organizations *(as of 10/31/15)*

- Organizing for Action
- Sustainable San Rafael
- Sustainable Marin
- Resilient Neighborhoods
- Shore Up Marin
- Environmental Forum of Marin
- Marin School of Environmental Leadership
- Citizens Climate Lobby
- 350 Marin
- Cool the Earth
- Coalition for a Livable Marin
- Strategic Energy Innovations
- Lilypad Homes
- League of Women Voters of Marin County
- Global Student Embassy
- Mill Valley Seniors for Peace
- Marin Link
- Sustainable Fairfax

References

^{1/} NOAA, The National Oceanic & Atmospheric Administration, maintains a “State of the Climate” update, which [reported here](#) that the globally averaged temperature over land and ocean surfaces for August, 2015 was the warmest on record, and the combined average for Jan-Aug 2015 was also record warm. For California, high temperatures combined with record drought (estimated [worst in 1,000 years by LiveScience](#)), has led to record wildfires and still more pollution.

^{2/} Much of the additional carbon in the earth’s atmosphere has been absorbed by the oceans, leading to acidification and [bleaching \(die-off\) of reefs](#), changes in micro-organisms and the range of fish and mammal populations. Oceans have been warming too, even faster than the atmosphere, leading to enhanced evaporation and more powerful storms. See NOAA’s Land & Ocean Temperature Percentiles Aug 2015, here:

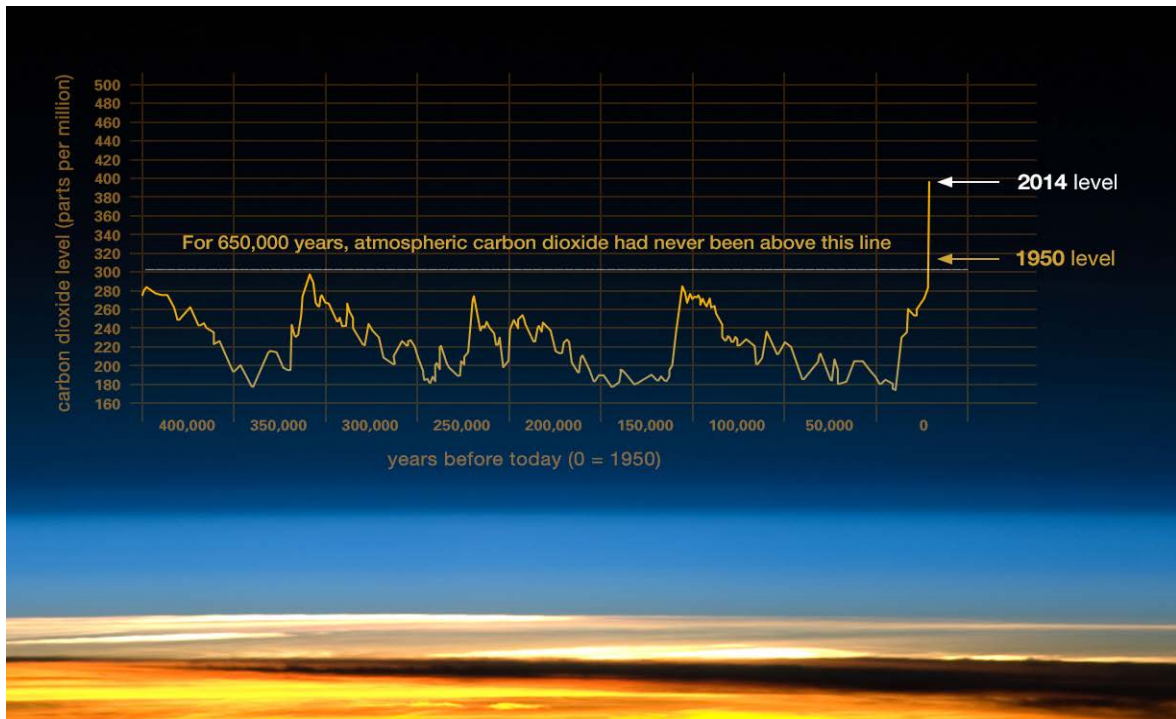


Also see the 2014 IPCC Synthesis Report, Summary for Policy Makers, which concludes:

“Ocean warming dominates the increase in energy stored in the climate system, accounting for more than 90% of the energy accumulated between 1971 and 2010 (high confidence), with only about 1% stored in the atmosphere. On a global scale, the ocean warming is largest near the surface, and the upper 75 m warmed by 0.11°C per decade over the period 1971 to 2010.”

^{3/} Global sea level has been rising at a rate of about 0.14 inches per year since the 1990s. See this [National Geographic article](#) on the extent, causes and consequences.

^{4/} The historic carbon content of our atmosphere has been measured via the analysis of ice cores at the Antarctic. Though levels have varied over 650,000 years, it has not previously been higher than 300 ppm, and the present rise—since the beginning of the Industrial Age around 1850—has been unprecedented in the rate of change and level reached. We now see an average of over 400 ppm. See NASA’s web site: <http://climate.nasa.gov/evidence>



^{5/} The IPCC—the [Intergovernmental Panel on Climate Change](#), comprising the work of thousands of scientists under the auspices of the U.N.—issued its Fifth Assessment in 2014. [The Synthesis Report for Policymakers](#), in spite of being negotiated by all governments and many business representatives, reaches several stark conclusions, including:

“Human influence on the climate system is clear, and recent anthropogenic emissions of greenhouse gases are the highest in history. Recent climate changes have had widespread impacts on human and natural systems.”

“Anthropogenic greenhouse gas emissions have increased since the pre-industrial era, driven largely by economic and population growth, and are now higher than ever. This has led to atmospheric concentrations of carbon dioxide, methane and nitrous oxide that are unprecedented in at least the last 800,000 years. Their effects, together with those of other anthropogenic drivers, have been detected throughout the climate system and are extremely likely to have been the dominant cause of the observed warming since the mid-20th century.”

“Continued emission of greenhouse gases will cause further warming and long-lasting changes in all components of the climate system, increasing the likelihood of severe, pervasive and irreversible

impacts for people and ecosystems. Limiting climate change would require substantial and sustained reductions in greenhouse gas emissions which, together with adaptation, can limit climate change risks.”

^{7/} Optimism over the 2015 [COP21 UN Conference](#) has been enhanced by the [November 2014 agreement reached by the U.S. and China](#), since prior failure of the two leading polluters to engage had been many nations’ excuse for taking limited action. Preparations in 2015 involve all levels of government, environmental organizations, and financial institutions, directing action and funding to address climate change mitigation. Even ten global oil & gas company CEOs have [announced \(per the Oct 17 NY Times\)](#) their agreement with the importance of addressing climate change, in advance of the UNFCCC in Paris, inviting governmental actions intended to limit global temperature rise to under 2 Degrees C.

^{8/} Leading academics have pressed for bold initiatives to shift away from fossil fuels and toward a renewable, post-carbon economy. See for example Jeffrey Sachs, [Gearing up for a Low-Carbon Future](#), and Mark Jacobsen’s bold plan for 100% renewables as rendered in the US by [The Solutions Project](#). Leading bankers are making commitments to direct resources toward climate mitigation. See: “[One of the World’s Most Powerful Central Bankers Is Worried About Climate Change](#)” Sept. 2015, *TheUpshot*. Also see “[Six Major US Banks Urge Global Leaders To Adopt Climate Change Agreement](#)” Sept 28, 2015, *International Business Times*. Finally, see the interview of conservative Harvard economist N. Gregory Mankiw (who served on President Bush’s Council of Economic Advisors) on the most effective way to address GHG pollution: [a carbon tax](#).

^{9/} The State of California has been a leader on Climate research, action, and mitigations for the last dozen years. A scorecard of actions is maintained by the Office of Planning & Research, [here](#). AB 32, the [California Global Warming Solutions Act of 2006](#), marked a watershed moment in California’s history, setting firm 2020 goals from GHG reduction. In 2008, California passed SB 375, the [Sustainable Communities Act](#), to encourage regional and local governments to shape future transportation and land use patterns in support of the reduction of GHG production. In October of 2015, the Governor sign SB 350 into law, which mandates that the state reach at least a 50% Renewable Portfolio Standard, and aim for a 50% improvement in building energy efficiency by 2030. It also sets in motion a series of actions to increase electric vehicle charging infrastructure.

^{10/} Marin County as early as Earth Week in 2002 recognized the importance of Climate Change, and initiated a comprehensive [Climate Action Planning](#) process, updated several times since. Marin also in 2010 created its own clean energy joint powers authority, [Marin Clean Energy](#), which offers 50% and 100% green energy generation options to its clients, at competitive rates. MCE has been invited to expand to other nearby jurisdictions, and is the model for gestation of several additional [Community Choice Aggregation](#) authorities across the state and around the country.

¹¹ See <http://www3.epa.gov/climatechange/EPAactivities/economics/scc.html>. The EPA and other federal agencies use the social cost of carbon (SC-CO2) to estimate the climate benefits of rulemakings. The SC-CO2 is an estimate of the economic damages associated with a small

increase in carbon dioxide (CO₂) emissions, conventionally one metric ton, in a given year. This dollar figure also represents the value of damages avoided for a small emission reduction (i.e., the benefit of a CO₂ reduction).

The SC-CO₂ is meant to be a comprehensive estimate of climate change damages and includes changes in net agricultural productivity, human health, property damages from increased flood risk, and changes in energy system costs, such as reduced costs for heating and increased costs for air conditioning. However, given current modeling and data limitations, it does not include all important damages. The IPCC Fifth Assessment report observed that SC-CO₂ estimates omit various impacts that would likely increase damages. The models used to develop SC-CO₂ estimates, known as integrated assessment models, do not currently include all of the important physical, ecological, and economic impacts of climate change recognized in the climate change literature because of a lack of precise information on the nature of damages and because the science incorporated into these models naturally lags behind the most recent research. Nonetheless, the SC-CO₂ is a useful measure to assess the benefits of CO₂ reductions.



November 19, 2015

TO: Marin Clean Energy Board of Directors

FROM: Greg Brehm, Director of Power Resources

RE: Certification of MCE Richmond Solar PV Project Final Environmental Impact Report (Agenda Item #05)

ATTACHMENTS: A. [MCE Richmond Solar PV Project Final EIR](#)
B. Richmond Solar Response to Comments

Dear Committee Members:

Background

On August 14, 2015 MCE initiated the public comment period of a Draft Environmental Impact Report (EIR) to determine the nature and extent of the MCE Richmond Solar PV Project (“Project”), also called MCE Solar One, potential impacts on the environment. Pursuant to Sections 15086 and 15087, Title 14, California Code of Regulations notice was given to advise interested parties that the MCE had completed a Draft Environmental Impact Report (Draft EIR) for the proposed project and that the Draft EIR was available for public review and comment. On September 29, 2015 the public comment period closed, with several comments having been timely received. Staff and its EIR consultants have drafted responses to address those comments and addressed any additional mitigation measures that may be required for inclusion into the final EIR. The final EIR will require certification by the Marin Clean Energy Board of Directors before the City of Richmond’s Design Review Board can review and approve the proposed project.

The project description, location, and the potential environmental effects are discussed below.

Project Sponsor: Marin Clean Energy, 1125 Tamalpais Avenue, San Rafael, California 94901

Project Location: The project site is located due west of the intersection of Castro Street and West Hensley Street in the City of Richmond, in the County of Contra Costa, California. The 40-acre project site would occupy portions of three individual assessor parcels (561-100-038-0, 561-100-034-9, and 561-100-037-2) totaling approximately 60 acres. Approximately 40 acres of the site are a capped landfill, and 20 acres are filled and compacted fertilizer ponds; the site is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5. MCE has exercised an option to lease the site from the current landowner, and executed a Solar Energy Facility Site

Lease on November 4, 2015 with Chevron Products Company, for solar energy development. The MCE board authorized the Executive Officer to execute the Lease Option Agreement and the Solar Energy Facilities Site Lease with Chevron Products Company at its September 4, 2014 board meeting.

Project Description: The proposed project would involve site preparation, installation and operation of a 10.5 megawatt (MW) solar photovoltaic (PV) system at the project site. The installation would include approximately 80,000 thin-film, non-reflective solar panels, which, in combination with 11 utility-scale inverters, would convert sunlight into electricity. The electricity would be fed directly into the Pacific Gas & Electric (PG&E) utility grid from a point adjacent to the site.

The project would be built in two phases. Phase I would involve installation of a 2 MW non-penetrating, ballasted, fixed-tilt PV array on the southern portion of the landfill area (approximately 13 acres of the 40 acre landfill). The panels would extend from about 30 inches above grade to a maximum height of eight feet. Phase 2 would involve installation of a 3.5 MW single axis tracking PV array on the 20 acre filled and compacted fertilizer pond. These arrays would extend from at least 30 inches above grade to a maximum of height of 14 feet in its highest position. Phase 2 would also include installation of a 5 MW non-penetrating, ballasted, fixed-tilt PV array on the northern portion of the landfill area (27 acres of the 40 acre landfill). The panels would extend from about 30 inches above grade to a maximum height of eight feet. All inverters and transformers would be mounted on concrete pads. The pads on the capped landfill would be placed above ground so as to not penetrate the landfill cap. Multiple pad mounted transformers would be connected by above-grade conduits to switching substations and pole mounted metering connected to existing 12.47 kilovolt PG&E distribution lines.

Site access during construction and operation would be along existing paved roadways. All deliveries and materials would primarily enter by the existing Hensley Street gate onto paved access roads to the project site. Larger vehicles may be required to access the site through existing paved roads and security gates within the Chevron refinery to the west of the project site. Construction staging and parking would occur adjacent to the northwest of the landfill on an existing paved parking area. Site preparation would require placement of up to 500 cubic yards of fill on the landfill and removal and redistribution of a temporary berm on the fertilizer pond area of approximately 3,400 cubic yards of soil among various low spots on this portion of the project site. Grading would be balanced onsite; no export or import of cut or fill material is proposed. Disturbed areas would be re-vegetated with native grasses and wildflowers.

Potential Significant Environmental Effects:

The Draft EIR and the comments received identified potentially significant environmental impacts in the following issue topics:

- Biological Resources
- Hazards and Hazardous Materials
- Hydrology/Water Quality

Staff and its EIR consultants have drafted responses to address comments received and addressed any additional mitigation measures that may be required for inclusion into the

Final EIR. The proposed project and the Final EIR will require approvals by the MCE Board of Directors and the City of Richmond's Design Review Board.

Recommendation: Certify the [Final MCE Richmond Solar PV Project Environmental Impact Report](#).



November 19, 2015

TO: Marin Clean Energy Board of Directors

FROM: Katie Gaier, Human Resources Manager

RE: MCE Compensation Analysis and Implementation Schedule
(Agenda Item #06)

ATTACHMENT: Compensation Analysis Budget Impacts

SUMMARY

In April 2015 MCE initiated a comprehensive compensation study of all MCE positions and engaged external consultants in May 2015 to perform the study. Results of the study were presented in the Executive Committee meeting on October 7, 2015. At its October 15, 2015 meeting the MCE Board reviewed the Executive Committee recommendations and discussed parameters for the implementation of the compensation analysis. The Executive Committee recommendations discussed by the Board were as follows:

1. Adjust all MCE compensation ranges to align with current market study.
2. To attract and retain strong candidates, and in consideration of cost of living factors, adjust the top of each range by 15% above median.

At its October 15 meeting, the MCE Board requested that staff conduct further review of the projected budget impacts of implementation, discuss further with the Executive Committee, and return with recommendations for Board approval.

Executive Committee Recommendations

At its November 4, 2015 meeting, the Executive Committee reviewed a variety of implementation scenarios presented by staff as well as the budget implications of each. The following staff recommendations were approved for recommendation to the Board:

1. Approve adjusted compensation ranges to align with current market study and set the top of each range at 15% above median.
2. Direct staff to adjust existing compensation ranges if needed when new or updated comparators are identified to stay current with market conditions.

In addition, the Executive Committee noted that the CEO should use existing authority to set exact compensation for staff within the new range, and requested that staff provide a projected budget impact for the November Board meeting.

Budget Impacts and Sources

As detailed in the attached summary, the transition to new compensation ranges for new and existing staff will create a need for a budget adjustment of approximately \$67,100 for FY15/16. The adjusted ranges are likely to increase staff expenditures in FY16/17 by approximately \$370,000 and approximately \$600,000 in FY17/18. One source of funds that could be used to offset the increase in staff costs in FY15/16 is the source of damages payments from counterparties that have had delays in reaching the commercial operations date for their projects. In the current fiscal year, more than \$350,000 has been received for this purpose, and a portion of this revenue is available for non-power related uses. MCE currently allocates approximately 2% of its annual budget on staff costs and the proposed adjustments would represent a less than 0.5% increase to the MCE budget going forward.

BACKGROUND:

On May 7, 2010, when Marin Clean Energy launched service to customers, the staff consisted of four employees. In the five years since, the number of service areas, the number of customers, and the size of staff have grown significantly. Currently, MCE has 32 regular hire employees across its five departments: Legal and Regulatory, Public Affairs, Procurement, Energy Efficiency, and Internal Operations, plus the Chief Executive Officer. As new positions have been added, salaries were set by external surveys or internal comparisons or a combination of the two.

In the last year, MCE has conducted twelve recruitments to fill fifteen positions in all areas of the organization. Prior to recruiting for several of the positions, it was necessary to conduct classification and compensation studies since the positions were newly created in order to meet MCE's expanding service areas. Many of the positions were difficult to fill due to the salary ranges, resulting in additional compensation studies and creation of higher tiers relative to existing positions. At least two candidates declined job offers because MCE salaries were lower than what the candidates were making with other public or private agencies. Increasing salaries at some levels resulted in compaction with the supervisory positions and increases in supervisory salaries were made. Rather than continue to study positions on an ad-hoc basis, it was determined that the best approach to handling salary review was to embark on a comprehensive compensation analysis of all MCE positions. External consultants were engaged in May 2015 to survey a group of agencies that likely had similar positions.

Compensation Study

As the first Community Choice Aggregation program in the state and due to the unique nature of MCE positions, it has often been difficult to find positions that are comparable. Typically, jobs that are similar to MCE are in the private sector, and compensation information in that sector can be difficult to obtain. However, with the growth in CCAs (Sonoma Clean Power, Lancaster Choice Energy and Clean Power SF) as well as public municipalities that provide similar services, there were at least five matches for almost all of the MCE positions. The methodology which was used by the consultants was to review the websites and/or talk to Human Resources representatives at the identified survey agencies. The surveys and the respective job descriptions were reviewed by MCE staff and a final product was delivered to MCE in early

September.

Comparable jobs were found across the state, including the City of Redding in the North, the City of Anaheim in Southern California, and the City of Palo Alto in the Bay Area. For the most part, MCE salaries were behind the market compared to similarly situated positions in other jurisdictions. Based on the results of the survey, there are 26 positions which are below the median in the market at either the bottom or the top of the range or both.

Because comparable positions were found in a broad geographic area, MCE staff reviewed the cost of housing (as provided by the California Association of Realtors as of June 2015) in Marin County compared to the county of the surveyed jurisdictions. Compared to Marin, the average cost of a single family home in the comparator counties is 58%. Some jurisdictions such as San Francisco and San Mateo counties had a higher cost of housing than Marin. The majority of the other counties were between 40% and 70% compared to Marin. However, because the federal standard for the percent of income that should be spent on housing is 30%, the average impact on compensation ranges in those areas was adjusted yielding an average difference of 17%.

Staff also researched the consumer price index (as provided by the Bureau of Labor Statistics) in the San Francisco Bay Area compared to consumer price indices in the regions where surveyed jurisdictions were found. The cost of living is based on the cost of items including food, energy, clothing and so on. Housing is included only as the amount for which a homeowner could rent his or her principal residence. The baseline is set at 100 from the first period of measurement and is reviewed regularly by the BLS to reflect the increases. For example, the San Francisco Bay Area bimonthly baseline is 100 as of 1967 and the current (as of August 2015) index is at 259. The average increase to account for the difference in the cost of living in the surveyed jurisdictions outside of the San Francisco Bay Area region would be 18%. However, the majority of the agencies were in the range of 94% to 96% of the San Francisco Bay Area cost index.

In order to remain competitive in the labor market and to continue to attract and retain highly knowledgeable and skilled employees, there is a need to keep pace with salaries as well as the factors of housing and living costs at MCE's headquarters. To maintain competitiveness there is also a need to adjust existing compensation ranges where appropriate when new or updated comparators are identified to stay current with market conditions. The results of the study and the identified needs were presented to and discussed with the Executive Committee and the MCE Board as described above.

RECOMMENDATIONS:

1. Approve adjusted compensation ranges to align with current market study and set the top of each range at 15% above median.
2. Direct staff to adjust existing compensation ranges if needed when new or updated comparators are identified to stay current with market conditions.
3. Direct staff to prepare a FY16 budget adjustment for a future board meeting that uses unanticipated revenue to offset staffing adjustment costs.

MCE Compensation Analysis and Implementation Schedule

The following information shows the effect of adjustments to MCE compensation ranges to align with the current market study, with the top of the range adjusted by 15%.

Effect on 15/16 budget	\$ 67,138
Effect on 16/17 budget	\$ 368,504
Effect on 17/18 budget	\$ 601,389
Anticipated 2015/16 staffing costs (before adjustment)	\$ 2,987,341
Potential effect of changes	\$ 67,138
	\$ 3,054,479
Estimated 15/16 Staffing Costs	
15/16 Approved Budget	\$ 2,964,000
	\$ 90,479
	Projected variance over (under) 15/16 budget
Estimated 16/17 Wages (including adjustment)	\$ 4,200,729
Remove EE salaries	\$ (447,947)
	\$ 3,752,782
	Estimated 16/17 Staffing Costs
Estimated 17/18 Wages (including adjustment)	\$ 4,633,614
Remove EE salaries	\$ (447,947)
	\$ 4,185,667
	Estimated 17/18 Staffing Costs



November 19, 2015

TO: Marin Clean Energy Board
FROM: Jeremy Waen, Senior Regulatory Analyst
RE: Regulatory Update for November 2015

Dear Board Members:

Executive Summary of Regulatory Affairs for November 2015

Below is a summary of the key activities at the California Public Utilities Commission (CPUC) for November 2015 impacting community choice aggregation and MCE.

1. MCE Files Application to Run Energy Efficiency Programs in 2016 and Beyond (A.15-10-XXX)

A horizontal orange progress bar with rounded ends. On the left, a large white number '1' is overlaid on the word 'FOUNDATION'. To the right of the number are three arrows pointing right, each followed by a stage: '» application / rulemaking', '» protest / response', and '» reply to protest / response'. Further right is a circular icon containing a green plug symbol. To the right of the icon is a list of stages: '2 / Policy', '3 / Fact', '4 / Law', '5 / Proposed Decision', '6 / Final Decision', and '7 / Implementation'.

» application / rulemaking	2 / Policy	5 / Proposed Decision
» protest / response	3 / Fact	6 / Final Decision
» reply to protest / response	4 / Law	7 / Implementation

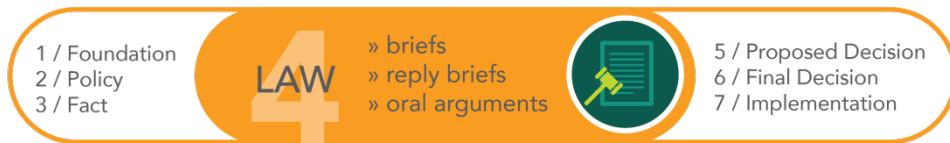
On October 27, 2015 submitted its business plan and application for \$88 million in funding over a 10-year period to run a comprehensive Energy Efficiency (EE) program. In 2015, MCE's multifamily EE program participation exceeded projections and the Commission is recognizing this success. As such the Commission both gained permission to MCE to shift over \$500,000 in funds from other programs into the Multifamily program budget (as of October 9, 2015), and the Commission directed an additional \$200,000 in funding to MCE EE programs (as of November 14, 2015) to be spent on projects in 2015 that reduce natural gas consumption. For "2016 and Beyond" programs MCE's aim is even higher. In this new Application, MCE proposes to act as the default service provider and Single Point of Contact (SPOC) for EE and other demand-side offerings to customers in MCE's territory. The Commission has yet to formally notice MCE's Application. Once this step is taken the period for parties to issue protests and responses will begin. MCE is continuing to engage with Commission staff and concerned parties to educate them on the contents and intent of this ambitious proposal.

2. Commission Adopts Decision Setting Parameters for Energy Efficiency Rolling Portfolios for 2016 and Beyond (R.13-11-005)



On October 28, 2015 the CPUC issued a Final Decision setting up a 10-year rolling portfolio framework for EE programs. This proceeding remains open and the CPUC will continue to provide detail on the processes and broad policy issues under the framework. This proceeding will likely continue to coordinate closely with MCE’s EE Application, as well as the 2016 and Beyond Applications that the Investor-Owned Utilities (IOUs) and other program administrators are anticipated to file soon.

3. MCE Challenges the Proposal for Significant Increases to the Power Charge Indifference Adjustment (PCIA) in PG&E 2016 ERRR (A.15-06-001)



MCE staff continues to closely monitor this proceeding for relevant changes. On November 5, 2015 PG&E issued its “November Update” with revised figures and calculations used to inform its 2016 ERRR proceeding. PG&E’s revenue requirement for the PCIA has increased in the November Update due to decreases in the market rate for natural gas. As a result PG&E is now asking for up to a 95% increase in the PCIA rate for residential departing load customers. While MCE staff is doing all that they can to spread awareness about these significant rate changes, at this point the initiative resides with the Commission to either draft its Proposed Decision for this proceeding or issue additional Rulings to develop the proceeding record further. The Commission is anticipated to reach a final Decision on this matter before the end of the calendar year.

4. MCE Argues for CCA Load Departure Forecasting in Utilities’ Bundled Procurement Plans (BPP) (R.13-12-010)



In November 2014, MCE provided formal Comments on the Investor-Owned Utilities’ BPP proposals, as part of the 2014 Long-Term Procurement Planning (LTPP) proceeding. Within PG&E’s BPP proposal, it presented an “Alternative Scenario” that included a 10-year forecast for load departures from PG&E’s generation service due to CCA formation and growth. MCE’s comments supported this Alternative Scenario approach. On September 22, 2015, nearly a year later the Commission finally issued its Proposed Decision on these matters. On October 12, 2015 MCE provided Comments on the Proposed Decision supporting its recommendation that both PG&E and Southern

California Edison (SCE) should include 10-year forecasts for CCA departing load within their service territories. On October 22, 2015 the Commission issued its Final Decision on these matters which directs PG&E and SCE to perform these forecasts in order to inform their bundled procurement practices.

Exactly how the IOUs and the Commission will implement this Decision waits to be seen; however, MCE staff views the passage of this Decision as a very significant victory for CCAs statewide. By including CCA departing load forecasts within the BPPs, IOU over-procurement that results in PCIA costs should decrease significantly. Fewer contracts should be subjected to stranded cost recovery via the PCIA going forward and therefore increases in CCA customers' PCIA charges going forward should be significantly reduced.

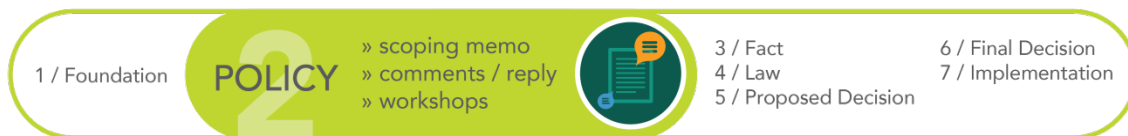
5. MCE Works to Ensure Ratepayer and Marketing Protections in PG&E's Green Tariff Shared Renewables (GTSR) and Enhanced Community Renewables (ECR) (A.12-01-008 et al.)

a. Implementation of GTSR and ECR Programs



As mentioned in the October summary, PG&E had recently decided to rebrand its GTSR program as “Community Solar Choice” and its ECR program as “Local Solar Choice.” MCE staff had strong concerns with these program brands due to the high likelihood of ratepayers confusing these programs with CCAs and CCA-specific offerings. Through persistent communications between MCE, PG&E and CPUC Energy Division staff, the parties have settled on new names for these programs. PG&E’s GTSR program will be now known as "PG&E Solar Choice" and its ECR program will be known as "Regional Solar Choice." These program names will be used in PG&E’s program marketing efforts going forward. MCE staff is satisfied with these revised names and believes they will cause far less confusion among ratepayers.

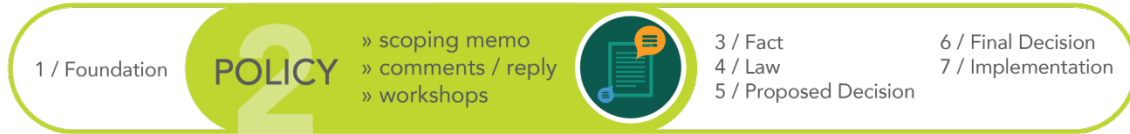
b. Phase 4 – Remaining GTSR and ECR Issues



On October 12, 2015 MCE staff participated in a workshop on Phase 4 matters called by Commission staff. Therein MCE presented on its concerns regarding possible illegal subsidies for GTSR and ECR program participants through not adequately charging them for PG&E overhead and administrative costs. MCE is still now awaiting a ruling from the Administrative Law Judge regarding its Motion to consider the applicability of TBS requirements for GTSR and ECR programs. The Commission did issue another Ruling on October 26, 2015 calling for additional comments on matters within the scope of Phase 4 Track A. On November 9, MCE staff provided limited

comments addressing questions scoped into Phase 4 Track B matters. MCE continues to monitor this proceeding closely for anti-competitive impacts.

6. MCE Engages on Electric Vehicle Servicing Equipment (EVSE) Deployment within PG&E's Territory to Preserve Competitive Neutrality (A.15-02-009)



On September 4, 2015 the Commission issued a revised Scoping Memo ruling directing PG&E to submit new testimony with a revised proposal for EVSE deployment within PG&E's service territory. PG&E's original Application proposal requested \$654 Million in ratepayer funds to deploy approximately 25,000 EV charging stations throughout its territory over the next 7 years. The revised Scoping Memo directs PG&E to present a new proposal that would be 10% of the size of their original proposal that would run the duration of 2 years. On October 12 PG&E presented its revised proposal scaled down to 10% of their original ask; however, PG&E also presented an "enhanced" proposal alongside the 10% proposal that would deploy charging equipment at roughly 30% of the original proposal over a 3 year period. On October 23 MCE signed onto a joint Motion authored by The Utility Reform Network (TURN) and the Office of Ratepayer Advocates (ORA) requesting the Commission strike the enhanced proposal from the record as it extended beyond the scope of the prior Ruling. Though only PG&E protested this Motion, the Commission ultimately denied the Motion. Intervening parties now have until November 30 to prepare their expert testimony addressing both the 10% and 30% EVSE deployment proposals presented by PG&E. MCE remains highly concerned with PG&E's proposals because of several anti-competitive impacts that it would have on the retail electricity market.