



**Marin Clean Energy
Executive Committee Meeting
Wednesday, August 5, 2015
10:00 A.M.**

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
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

**The Charles F. McGlashan 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. Approval of 7.1.15 Meeting Minutes (Discussion/Action)
5. MCE Staff Positions (Discussion/Action)
6. Energy Efficiency 2016 Program Implementation Plan (Discussion/Action)
7. Agreement with River City Bank for Power Supply Collateral (Discussion/Action)
8. Authorization to File Petition for Rulemaking with the California Public Utilities Commission regarding Power Charge Indifference Adjustment (PCIA) Charges to Customers (Discussion/Action)
9. First Agreement with Community Media Center of Marin (Discussion/Action)



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Wednesday, August 5, 2015
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Agenda Page 2 of 2

- 10. MCE Compensation Analysis Update (Discussion)**
- 11. MCE Strategic Planning Update (Discussion)**
- 12. Review Draft 8.20.15 Board Meeting Agenda (Discussion)**
- 13. Review Draft 9.17.15 Board Retreat Agenda (Discussion)**
- 14. Board Member & Staff Matters (Discussion)**
- 15. Adjourn**



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**MARIN CLEAN ENERGY
EXECUTIVE COMMITTEE MEETING
Wednesday, July 1, 2015
10:00 A.M.**

**Barbara George Conference Room
1125 Tamalpais Avenue, San Rafael, CA 94901**

Roll Call

Present: Kate Sears, County of Marin
Tom Butt, City of Richmond
Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere

Absent: Ford Greene, Town of San Anselmo

Staff: Dawn Weisz, Chief Executive Officer
Katie Gaier, Human Resources Coordinator
Beckie Menten, Energy Efficiency Director

Action Taken:

Agenda Item #4 – Approval of 6.3.15 Meeting Minutes (Discussion/Action)

M/s Sears/Haroff (passed 6-0) the approval of 6.3.15 Meeting Minutes. Director Greene was absent.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer

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Job Description

Energy Efficiency Program Manager

Summary

Under direction of the Director of Energy Efficiency, the Energy Efficiency Program Manager manages the development, implementation and coordination of assigned energy efficiency programs, contracts, and budgets and the technical aspects of the energy efficiency program for Marin Clean Energy. The Energy Efficiency Program Manager will assist the Director of Energy Efficiency in the implementation of energy efficiency programs tailored to residential, commercial and/or municipal electricity customers. The incumbent ensures that the MCE Energy Efficiency programs achieve strategic objectives and priorities while interfacing with other partner agencies and stakeholder groups, managing activities of sub-contractors, interacting with the other MCE departments, the MCE Board of Directors and its committees, and a wide range of customer groups, and other related tasks as assigned.

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

Class Characteristics

The Energy Efficiency Program Manager performs assignments under the direction of the Director of Energy Efficiency in energy efficiency and other demand side management programs to provide high quality electric services to MCE customers and works in close collaboration with the other team members across the agency. Incumbents in this job class manage and evaluate energy efficiency programs through engagement with customer groups including building owners and managers on MCE's behalf in the implementation and

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measurement of energy savings projects that conform to the requirements of the Energy Efficiency Program Plan and related benchmarks. The Energy Efficiency Program Manager oversees the work of sub-contractors and may negotiate sub-contractor agreements. This position performs the highest level of data collection and analysis within the Energy Efficiency Program, including fiscal analysis, benchmarking of customer service and opinions, success rates of current programs, and forecasting future needs. The Energy Efficiency Program Manager position is differentiated from the Energy Efficiency Specialist positions due to its higher level of autonomy and management responsibilities, in particular in contracts and budget areas as well as data analysis.

Supervisory Responsibilities

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

Essential Duties and Responsibilities (Illustrative Only)

Depending upon level and assignment, incumbents may perform some or all of the following:

- Designs energy efficiency and other demand-side management programs including developing metrics to gauge program success
- Manages and implements energy efficiency or other demand-side management programs.
- Supervises the formulation and implementation of program policies and procedures.
- Maintains an understanding of industry trends and innovations around energy efficiency and demand-side management programs and incorporates new ideas when appropriate.
- Tracks program metrics to understand program performance, including customer satisfaction and makes recommendations for program improvements.
- Interprets industry reports on energy efficiency technologies including emerging technologies and pricing and sales of existing technologies. Communicates important findings to Director of Energy Efficiency.
- Develops high-quality written material to communicate program objectives and outcomes, and to interface with stakeholders, partners, the media and the public.
- Makes verbal presentations to stakeholders on program elements and outcomes.
- Maintains professional and productive relationships with relevant, local industry groups and community organizations.
- Assists in the development and administration of a fiscally responsible department budget.

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- Ensures that work in assigned areas complies with MCE policies, practices and procedures as well as operational standards.
- May negotiate and draft contracts for review by the Director of Energy Efficiency, the Chief Executive Officer and the Board of Directors.

Experience/Education

Any combination of education and experience that would provide the knowledge and skills required to perform the duties of the position. Typically, a Bachelor's Degree in business administration, public administration, engineering, environmental science, green building, planning, or a closely related field, and at least five (5) years of progressively responsible experience at an electric utility, local government agency or private company that provides energy efficiency program services. Management experience in the coordination and implementation of energy efficiency programs and experience in negotiating contracts are desirable. A Master's degree in a related field may be substituted for up to two (2) years of experience.

Knowledge of:

- Goals and mission of Marin Clean Energy and Community Choice Aggregation programs and state and federal energy regulations.
- Energy efficiency conservation strategies including energy efficient building construction, demand response, distributed generation, Advanced Metering Infrastructure (AMI) technology, and electric vehicle infrastructure.
- Utility or municipal energy efficiency programs.
- Principles and practices of project management in green building or energy efficiency.
- Budget development and administration and techniques and methods of financial evaluation.
- Energy management applications and programs, business and decision making processes.
- Technical understanding of industry best practices.
- Microsoft Office Suite software including Excel, Word and PowerPoint programs and Adobe Acrobat.
- Analytical tools to collect, tabulate, and analyze data related to energy efficiency.
- Economic principles of ratepayer funded energy efficiency programs, grant funding and RFP requests.
- The construction trade, local government permitting process, and regulatory bodies in California.
- Principles and practices of lead worker and supervisory best practices.

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- Database construction and management, proficiency with Navicat and SQL server technology and analytical tools including E3 calculator and the DEER Database are desirable.

Ability to

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

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Language and Reasoning Skills

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

Mathematical Skills

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

Physical Demands

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

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

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

Work Environment

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

The noise level in the work environment is usually moderate.

ADA Compliance

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

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Job Description

Finance and Project Manager

Summary

The Finance and Project Manager works under general direction of the Marin Clean Energy's Chief Executive Officer (CEO) and is responsible for undertaking and supporting substantive tasks and projects of the CEO including planning and development in the area of MCE business and finance, tracking and implementing key projects, interfacing with primary partners and stakeholders, and performing related duties as assigned.

Class Characteristics

This class requires a high level of skill, knowledge, and ability in project management and requires initiative, judgment, discretion, a strong ability to expedite and complete projects, and the ability to make recommendations within established legal and policy frameworks established by the CEO and the Board of Directors and in accordance with state and federal laws and regulatory agency procedures and orders.

Essential Functions (Illustrative Only)

- Coordinates, oversees and performs professional-level work in areas such as: budget development, financial administration and reporting, revenue allocation, and management and policy analysis in collaboration with existing MCE partners and staff.
- Collects and analyzes data, evaluates alternatives, makes recommendations and prepares reports
- Plans and conducts administrative, organizational, and operational studies related to the business and financial operations of MCE as needed.
- Prepares narrative and statistical reports, correspondence, spreadsheets and graphics to assist with decision making and policy setting.

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- Organizes, and implements business and financial operations, providing guidance and leadership when needed.
- Consistently and accurately follows MCE business and financial policies and procedures, and maintains accurate records and files at all times.
- Expedites assigned projects to ensure prompt completion.
- Prepares correspondence, reports, policies, procedures and other written materials.
- In coordination with the CEO, acts as MCE's representative and liaison with financial institutions, business partners, and professional and community organizations.
- May make oral presentations to the Board of Directors, staff and the public.

Minimum Qualifications

Education/Experience

Education and experience equal to a Master's Degree in business, economics, finance, accounting, or a related field and at least 6 years' experience in one of the above fields with a focus on project management. Business and finance experience with a public agency and/or a utility company is desirable.

Knowledge of:

- Principles and practices of modern public financial services including program planning, implementation and evaluation; budget development, analysis, and controls
- State and federal laws, regulations and case law pertaining to California local government financial responsibilities and related practices
- Principles and effective practices of a broad range of financial areas
- Functions and operations of a local government public agency
- Modern office procedures and methods including records management and automation and computer applications and software related to the work
- Research methodology, policy development, report writing and basic statistical techniques
- Principles and practices program management, project management, and long-range planning
- Modern technology, systems and software designed to assist in the computerized management of information
- Regulatory agencies, including the California Public Utilities Commission
- Community Choice Aggregation (CCA) purpose and functions

Ability to:

- Coordinate and implement a range of projects and programs efficiently, successfully, and concurrently
- Develop and manage business and finance projects for a public agency
- Collect and analyze data from a wide variety of sources
- Understand and explain complex business and financial plans

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- Prepare a variety of analytical and statistical reports
- Communicate effectively verbally and in writing
- Establish and maintain effective working relationships with persons encountered during the performance of duties

Mathematical Skills

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

Physical Demands

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

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Work Environment

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

ADA Compliance

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

Public Comments Tracking Spreadsheet
MCE 2016 and Beyond Energy Efficiency Application

#	Submitter	Date of Submission	Comment	MCE Responder	Date of MCE Response
1	Martha Amram	7/12/2015	[Constance Beutel forwarded Martha's email to Allison Hang requesting that it be added to the 2016 EE PIP comments. Martha's comments centered on PG&E and MCE rate comparison, for solar in particular.]	Allison Hang	7/13/2015
2	Constance Beutel	7/12/2015	Could you either create a glossary of acronyms or, when used again, like TRC in a table, spell it out under the table? > As I live in Benicia and have been instrumental in bringing MCE to our City through work on the Community Sustainability Commission (CSC), I recommend that the City's Climate Action Coordinator and Director of Economic Development have a chance to comment on the program plans. The Economic Development director has BRIP (Business Resource Incentive Plan) funding (through the CSC). Further, Martha Amram, CEO of Wattzon, is another individual who should comment given over 5 years of work in Benicia for commercial and residential energy and water savings. > I scanned the Industrial and Commercial sections quickly so I may be off base on this comment but in your budget tables it shows dollars in for a two year period. I am uncertain if the dollars budgeted are for the who two years or are for each year? > I am really interested in the Multi and Single family reports when they are available. I hope we will be notified when they are complete and ready for review. Thank you, Constance Beutel, EdD. Former Chair, Community Sustainability Commission	Katie Elliott	7/17/2015

Public Comments Tracking Spreadsheet
MCE 2016 and Beyond Energy Efficiency Application

#	Submitter	Date of Submission	Comment	MCE Responder	Date of MCE Response
3	Emmett O'Donnell	7/13/2015	<p>As a board member, I remained concerned that MCE's EE proposal to the CPUC is overly ambitious, not particularly innovative, and vastly overlaps what is offered through other EE programs from Upgrade California, PG&E, and others. Recognizing the importance of the mission goal of EE in reducing greenhouse gas emissions, I believe MCE should adopt a more focused approach in reaching goals rather attempting to head in an "all encompassing" direction. Unfortunately it seems a lot of staff work and effort has already been expended in a certain direction, which I recognize renders it hard to reverse course, but I'm leery of whether this is right course. ... When I read of these goals and the vast array of responses required to each different EE scenario, I think "you and whose army?" I believe MCE's success has been built on its nimbleness and simplistic approach to solving energy issues. Big programs usually equal big staff. I'd not like to see a large administrative element become so much a part of the rate payer's grant money utilized, and I believe there are more streamlined and better approaches for MCE to accomplish its mission of greenhouse reductions through EE. I believe MCE should partner with other public agencies in need of EE. I've mentioned school districts within our jurisdiction as one possibility; others have mentioned partnering with water districts, etc. The benefit of directing energy efficiency dollars to such a public agency is that we are serving a larger populace with our EE. For example, we all use water or have a keen interest in public schools in our communities. Let the energy efficiency be put to more public good than simply helping a few agricultural, industrial, commercial customers, or an apartment owner, or a relatively few property owners. As a public agency ourselves, why shouldn't we be directing EE programs to other public agencies in need of them and not to private customers, who could be well served in making upgrades on their own. I believe it would also allow us to differentiate ourselves from other entities seeking to direct EE to private enterprise. It will also benefit us in marketing opportunities for Deep Green and an overall greater market share, if for example, it was known that MCE directs its EE programs and money into public schools, thereby allowing schools to put more money into classrooms. The role of board member is to look at the forest from a distance not from the trees within the forest. I regret to advise that I cannot agree with the approach MCE is taking in this regard.</p>	Dawn Weisz	7/21/2015
4	Pamela Reaves	7/13/2015	Please be aware that we cannot view the Commercial PIP online.	Beckie Menten	7/13/2015

Public Comments Tracking Spreadsheet
MCE 2016 and Beyond Energy Efficiency Application

#	Submitter	Date of Submission	Comment	MCE Responder	Date of MCE Response
5	Constance Beutel	7/22/2015	<p>Re: Single Family</p> <p>The program is extremely comprehensive. I would suggest more spelling out of the many acronyms used..e.g. Spoc, etc.</p> <p>I strongly recommend you add life-cycle costs/benefits when promoting upgrade projects. Often 'buy' decisions are made looking at the immediate cost of a project or appliance. However, looking at the life cycle costs provides real data to the consumer. For example, a ten dollar led light bulb or a one dollar cfl? But working through the numbers, the ten dollar led will save money. The same logic applies for an energy upgrade increasing insulation vs a buy decision to add or replace air conditioning. After my own energy upgrade I don't use my air conditioner ...and actually don't need ac. Further, I use less energy for heating in the winter.</p>	Katie Elliott	7/22/2015



July 3, 2015

Marin Clean Energy
Dawn Weisz, Executive Officer
1125 Tamalpais Avenue
San Rafael, CA 94901

Re: Revised Proposal for a Non-Revolver Line Credit with Letters of Credit feature for Marin Clean Energy

Dear Dawn,

River City Bank (Bank) is pleased to provide this expression of interest term sheet for a \$15,000,000 Non-Revolver Line of Credit (LOC) with the option to issue Standby Letters of Credit (SBLC) up to the available amount of the line. The SBLC's will be issued via Union Bank on 1-year terms with the option to renew on an annual basis.

Please understand that this proposal is intended for discussion purposes only and does not represent a commitment to lend. A formal commitment may be offered following a more comprehensive review of Marin Clean Energy's financial position and other pertinent components. The interest rate, terms and conditions of this proposal are subject to change based on the Bank's further analysis and loan approval.

Borrower:	Marin Clean Energy
Loan Type:	Non-Revolver Line of Credit ("LOC")
Line Amount:	\$15,000,000
Purpose:	Provide working capital and/or credit enhancements in the form of Standby Letters of Credit ("SBLC") for forward purchases of energy procurement contracts.
Term:	One year, with the Borrower option to term-out principal advances for up to 5 years ("Term Repayment Option"). Standby Letters of Credit issued under the line will have a term of one year from the date of issuance. They will be subject to auto-renewal for another year (up to a total of 5 years) unless the Bank notifies the beneficiary in writing (up to 120 days prior to the expiry date of the letter of credit) of its intent to cancel the letter of credit upon its expiry date.
Available Instruments:	Cash Advances and Standby Letters of Credit

Interest Rate (applicable to Cash Advances):

The Term Repayment Option will be subject to the Interest Rate.

The Bank calculates interest on an Actual/360 day basis.

Loan Fee: 0.25% of the loan amount, payable upon loan closing. Note: in the event that the Bank and Borrower agree to renew the LOC upon its maturity for an additional term of 1 year, it is the Bank's intent to charge a fee for the renewal of 0.15%.

Documentation Fee: \$2,500, payable upon loan closing

Letter of Credit Fees:

Collateral: MCE will be required to establish a Debt Service Reserve Account in the amount of \$1,657,487, which represents six months of debt service based on a 5 year term-out of the Loan Amount at an assumed 4.0% interest rate.

Repayment: **Cash Advances:** Interest payable monthly with all accrued interest and unpaid principal due at maturity.

Term Repayment Option: 60 equal principal payments plus interest on a fully amortizing basis.

Conditions: Reporting:

- Interim Financials. Borrower to provide within 45 days after the close of each quarter an unaudited balance sheet and income statement of Borrower for the period then ended, prepared in accordance with GAAP and in a form acceptable to lender.
- Annual Financials. Borrower to provide within six months after the close of each annual accounting period a copy of the audited balance sheet, income statement, retained earnings and cash flows for the period then ended, prepared in accordance with GAAP and in a form acceptable to lender.

- **Depository Relationship.** Borrower agrees to maintain its primary operating deposit account with Lender. In the event that this condition is not met, as determined by Lender, the interest rate on the Note and the commission on any outstanding SBLCs will immediately increase by adding an additional 0.25 percentage point. This margin shall apply to each succeeding interest rate change that may apply hereafter.

Financial Covenants:

- **Fixed Charge Coverage Ratio (“FCCR”).** Borrower agrees to maintain a minimum Fixed Charge Coverage Ratio not at any time less than 1.25, measured quarterly as of the end of each fiscal quarter. DSCR is calculated as Cash Flow divided by Debt Service. "Cash Flow" is hereby defined as net profit after tax, plus depreciation, amortization and interest expense, for the twelve (12) month period ending the most recent fiscal quarter end. “Fixed Charge Coverage Ratio” is hereby defined as EBIDAR divided by total required Debt Service plus rent expense.

“EBIDAR” is hereby defined as Change in Net Position plus depreciation, amortization, interest expense, and rent expense.

“Debt Service” is hereby defined as interest expense for the calculated period, plus current maturities of long term debt reported at the beginning of the calculated period, plus current maturities of capital lease payments.

- **Total Liabilities to Tangible Unrestricted Net Position.** Borrower agrees to maintain a maximum Total Liabilities to Tangible Unrestricted Net Position not at any time greater than 2.50:1.00, measured quarterly.

“Total Liabilities to Tangible Unrestricted Net Position” is hereby defined as the total of current liabilities, non-current liabilities and contingent liabilities, then divided by Tangible Unrestricted Net Position.

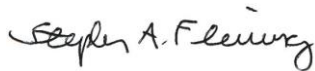
“Tangible Unrestricted Net Position” is hereby defined as total Unrestricted Net Position less any intangible assets.

The Bank reserves the right to terminate this expression of interest at any time prior to the Bank's receipt of acknowledgment by the Borrower. This expression of interest may not be transferred or assigned without prior written consent of the Bank.

Please be advised that the loan is subject to underwriting and final credit approval by the Bank. Notwithstanding any other language of agreement that may appear elsewhere in this non-binding letter of intent, it is expressly understood and agreed that this letter of intent does not and shall not constitute a binding agreement between the parties in any manner, but only reflects proposed terms of a transaction which may become acceptable to the parties when fully documented and signed by all of the appropriate parties to such documentation.

Thank you for considering River City Bank for your financing needs. If you would like us to move forward on the basis proposed, please indicate your acknowledgment by signing below and remit to Bank. Sincerely,

Best regards,



Stephen Fleming
President & CEO
(916) 567-2649



Rosa Cucicea
Credit Analyst
(916) 567-2731

Acknowledged and Accepted:



Marin Clean Energy

7/10/15

Date

By: Dawn Weisz

Its: CEO



August 5, 2015

TO: Marin Clean Energy Executive Committee

FROM: Sarah Estes-Smith, Internal Operations Coordinator

RE: First Agreement with Community Media Center of Marin (Agenda Item #09)

ATTACHMENTS:

- A. Community Media Center of Marin Video Proposal
- B. First Agreement with Community Media Center of Marin

Dear Executive Committee Members:

SUMMARY:

Community Media Center of Marin (CMCM) provides MCE with video recording and editing services for its monthly Board meetings. Prior to relocating to the new MCE office, meetings were held in the San Rafael Corporate Center's Tamalpais Room and the space was configured such that only one video camera, operated manually by one technician, was needed to capture all activity. The fee for this monthly service, which included post-production editing and varied based upon meeting length, was approximately \$375, totaling \$4,500 annually.

Since moving to the new office, due to the configuration of the Charles McGlashan Room, MCE staff and CMCM determined that one video camera was not sufficient to capture the dialogue of all meeting attendees. The fee for monthly service increased to approximately \$525 due to the need for two video cameras and the time necessary to edit the footage into one seamless video. If MCE were to maintain this arrangement, the approximate annual cost would be around \$6,300. However, with only one technician operating both cameras, the quality of the recording has not significantly improved.

MCE now has the ability to create a high-tech, professional meeting room that will not only serve as a space for internal meetings, but also for external entities to utilize. This would include permanently-installed video recording and editing equipment, as well as live streaming capabilities that would allow the public to watch the meeting via the internet and local cable TV, and provide meeting attendees with the opportunity to view the meeting from a "green room" within the MCE office.

MCE has drafted the attached contract with CMCM to install the aforementioned equipment. As outlined in the attached proposal, a CMCM videographer would be present at the MCE office, in an adjacent room, operating four wall-mounted cameras. This would allow all meeting attendees to be seen on camera, and for smooth transitions to occur when switching between speakers. The video would automatically stream to the

web as well as to the green room. The video would also be played on local cable TV, day and time dependent upon availability. The total contract amount for high definition equipment purchase and installation, and cabling installation by an electrician is \$31,923.70, as reflected in the proposal. An additional budget of \$1,000 will allow for the construction of a secure, aesthetically pleasing cabinet that will be located in a room adjacent to the Board room and serve as the technician's work station. The web streaming and cable spot would both be provided at no cost to MCE. The contract will not exceed \$32,923.70.

CMCM would continue to bill MCE hourly for meeting set-up, camera operation during the meeting, and a small amount of post-production video editing and file preparation for the web and cablecast. Dependent upon meeting length, the estimated monthly cost would be \$375, or \$4,500 annually. These ongoing video production services would be included in a separate agreement with CMCM.

Recommendation: Approve the First Agreement with Community Media Center of Marin.



Video Proposal
Marin Clean Energy
July 2015

Michael Eisenmenger
Executive Director



CMCM Is pleased to submit this proposal for MCE for improved video acquisition for the cablecast/webcast of MCE meetings. The proposed equipment will vastly improve the quality of current meeting recordings. This document outlines details and includes price ranges.

Video Equipment

Camera Placement

We have attached a diagram showing suggested camera placements. The camera positions can be altered somewhat but their location is intended to ensure that board members/staff and public speakers within the current seating arrangement can be seen without obstacles.

We typically install four cameras at approx 7', especially for seating arrangements of this type. Cameras are intended to take as much of the 360 degree seating arrangement as possible. The goal is to ensure that the person speaking can always be visible on camera.

Video Console

The video switching equipment or console can be located in the adjacent closet off the smaller conference room. All wiring would be pulled through the soffit in the conference room and through the wall to the closet. Additional cabling would be pulled from the built-in audio system to acquire audio and projector output. Additional cable pulls to supply video feeds to the upstairs conference room and adjacent rooms are also possible. The majority of cable would be cat5e. A 36-42 inch counter would also be needed for a workspace as well as a chair and equipment cabinet located below the counter. The video console typically includes a video switcher with a camera controller, encoders for web streaming and cable-casting and a recording device. There are also various distribution amplifiers and other control equipment. Power requirements are minor, an available 15A circuit easily accommodates the power needs of this equipment.

Cable Path

As noted above, cameras would be wall mounted, and the most unobtrusive cable path would be through the ceiling. CMCM contracts with a licensed electrical contractor for the cable pulls to ensure it is certified. The use of exposed raceway will be avoided if possible.



Lighting considerations

The existing overhead lighting should suffice as cameras are selected for their low light capabilities. We do advise that lighting not be completely dimmed during presentation projections to allow for adequate lighting for speakers. There may need to be some consideration to using shades on the windows should excessive daylight pose exposure problems during daytime hours. This is best determined once equipment is in place.

Video Format Options (SD and HD)

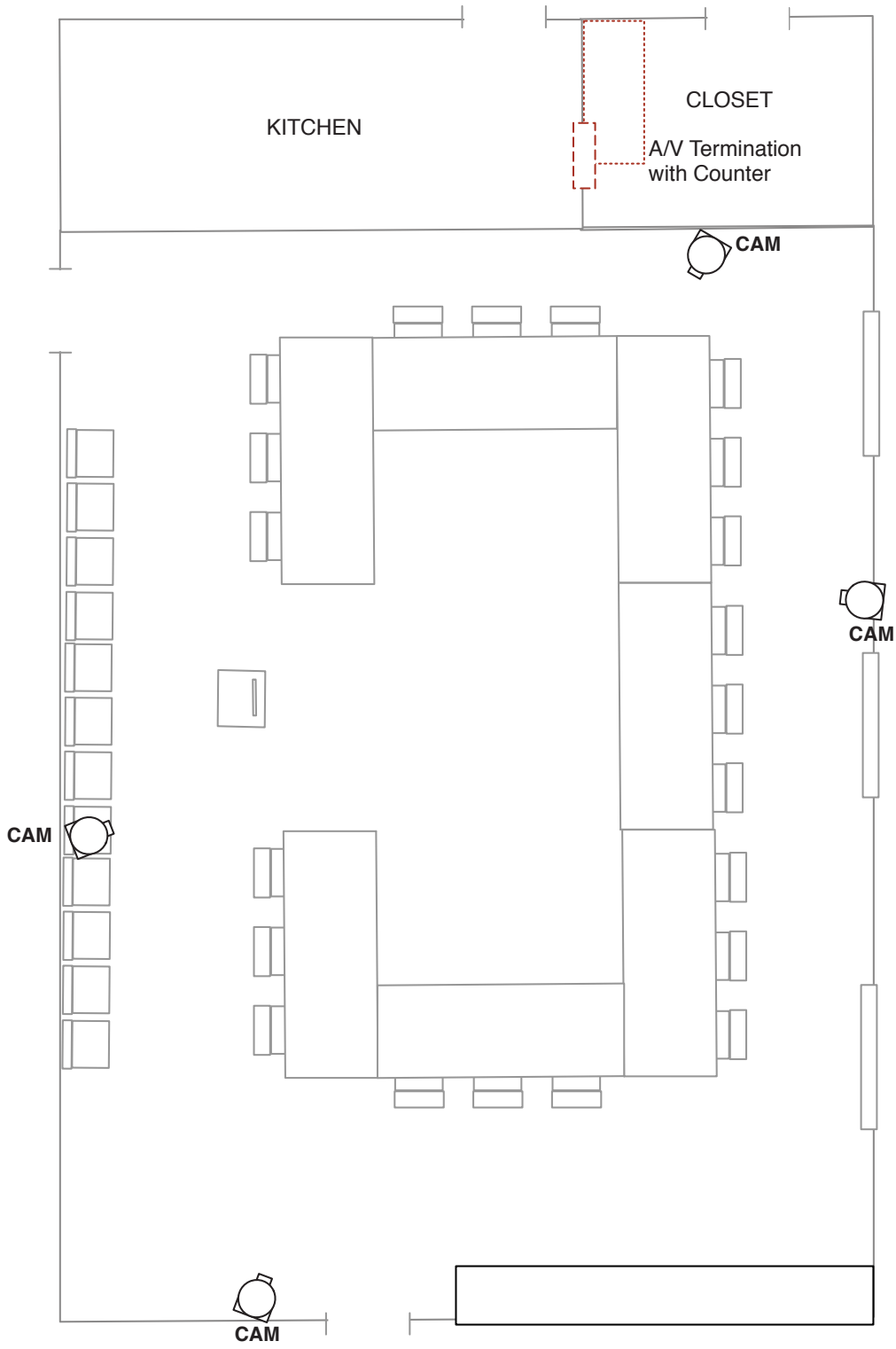
CMCM has primarily been providing standard definition (SD) video installations to the cities we work with. However, HD equipment costs for this type of conference equipment has dropped recently and we would recommend a high definition installation. This also makes use of the chamber by other organizations more attractive, perhaps even for rentals.

CMCM could do a partial installation that includes all cameras wiring, etc. but excluding the video switcher and recording devices. Instead, CMCM would bring this equipment as needed as part of our usual production services. This would make for a smaller initial investment, but the overall difference in price would be quite minor (see quotes).

Live Cablecasting

Live cablecasting can be made possible via the iNet (Midas) or other existing high bandwidth connections. A vBrick video encoder would be located at MCE which sends the video in data form to a decoder at CMCM. CMCM could then schedule and program the meetings live on the Government Channel (27) which simultaneously streams live on the web. Availability for live cablecasts is subject to scheduling factors, not all meetings can be carried live and may be replayed at a later date.

The amount of dedicated bandwidth necessary for broadcast quality video ranges from 5-8 Mb (by contrast only 800 Kb is necessary for internet streaming). We also recommend at minimum the inclusion of live web-casting capability which may be useful to board members unable to attend the meeting in person.



**MCE Chambers
Camera Placement
(SCALE APPROXIMATE)**



Equipment and Installation Estimate

Below are base prices for a High Definition setup, including installation costs. This also includes the equipment needed for live cablecasting and webcasting.

High Definition Installation - Four robotic camera with video switcher and encoders

QTY	Manufacturer	Description	
4	Vaddio	RoboSHOT 12 QUSB System Camera/Control	
1	Vaddio	ProductionVIEW Precision Camera Control	
1	BlackMagic	ATEM Switcher	
1	BlackMagic	Recorder Hyperdeck 2	
2	SanDisk	240GB Extreme Pro Solid State Drive	
1		Cabling Installation	
1		Mutiview monitor	
1		Black Magic adapter	
1		Laptop Controller	
1		Equipment Installation and Testing Labor	
1		Video Stream Hardware - Videu	
			TOTAL \$31,923.70

Alternative: Cameras and Installation without switching hardware (portable)

QTY	Manufacturer	Description	
4	Vaddio	RoboSHOT 12 QUSB System Camera/Control	
1	Vaddio	ProductionVIEW Precision Camera Control	
1		Cabling Installation	
1		Mutiview monitor	
1		Black Magic adapter	
1		Equipment Installation and Testing Labor	
1		Video Stream Hardware - Videu	
			TOTAL \$27,888.00

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND COMMUNITY MEDIA CENTER OF MARIN (CMCM)**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **August 20, 2015** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and COMMUNITY MEDIA CENTER OF MARIN (CMCM), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: installation of permanent video recording equipment for the Charles McGlashan Room at the MCE office;

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 **\$32,923.70**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **August 20, 2015**, and shall terminate on **December 15, 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 AND SAFETY:

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 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.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

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.

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
MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	invoices@mcecleanenergy.org
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Michael Eisenmenger
Address:	819 A Street, Suite 21
	San Rafael, CA 94901
Email Address:	michael@cmcm.tv
Telephone No.:	(415) 721-0636 ext. 16

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Clean Energy:

By: _____
CEO

Date: _____

By: _____
Chairperson

Date: _____

CONTRACTOR:

By: _____

Name: _____

Date: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

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

High Definition Installation – Four robotic cameras with video switcher and encoders

<u>QTY</u>	<u>Manufacturer/Description</u>
4	Vaddio RoboSHOT 12 QUSB System Camera/Control
1	Vaddio Production VIEW Precision Camera Control
1	BlackMagic ATEM Switcher
1	BlackMagic Recorder Hyperdeck 2
2	SanDisk 240GB Extreme Pro Solid State Drive
1	Cabling Installation
1	BlackMagic adapter
1	Laptop Controller
1	Equipment Installation and Testing Labor
1	Video Stream Hardware – Videu
1	Custom Built Cabinet

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor upon completion of installation and testing of all equipment.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$32,923.70** for the term of the agreement.



DRAFT DOCUMENT
Marin Clean Energy
Board of Directors Meeting
Thursday, August 20, 2015
7:00 P.M.

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

Agenda Page 1 of 2

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
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

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 6.18.15 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Agreement with Community Media Center of Marin
 - C.4 Addendum to Agreement with Association for Energy Affordability
5. Monthly Budget Report (Discussion)
6. Agreement with River City Bank for Power Supply Collateral/Supporting Resolution 2015-XX (Discussion/Action)
7. MCE Rate Tariff Schedule E-19 and E-20 Option R (Discussion/Action)



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DRAFT DOCUMENT
Marin Clean Energy
Board of Directors Meeting
Thursday, August 20, 2015
7:00 P.M.

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

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The Charles F. McGlashan Board Room
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Agenda Page 2 of 2

- 8. Authorization to File Petition for Rulemaking with the California Public Utilities Commission regarding Power Charge Indifference Adjustment (PCIA) Charges to Customers (Discussion/Action)
- 9. [Master Sales Agreement with Battery Vendor] (Discussion/Action)
- 10. MCE Staff Positions (Discussion/Action)
- 11. Energy Efficiency Update (Discussion)
- 12. Communications Update (Discussion)
- 13. Board Member & Staff Matters (Discussion)
- 14. Adjourn



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DRAFT
Marin Clean Energy
Special Meeting
Thursday, September 17, 2015
9:30 A.M.

Marin Art and Garden Center
30 Sir Francis Drake Blvd.
Ross, CA 94957

Agenda Page 1 of 1

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

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mceCleanEnergy.org

9:00	Welcome and 2015 Highlights
9:10	Progress Towards 2015 Goals
9:30	MCE Strategic Goals for 2016 (Discussion) A. Procurement B. Other Agency Functions
10:40	Break
10:50	New Community Inclusion (Discussion)
12:00	Lunch
1:00	Reserve for Board Business A. Public Open Time B. Consent Calendar C. Policy Items
2:00	Innovative programs [and/or Emerging Technology]
3:00	Wrap up incomplete/unfinished items
4:00	Adjourn



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