

Executive Committee Meeting

Friday, January 13, 2017

12:00 P.M.

**The Barbara George Conference 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 CEO (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
 - C.1 Approval of 12.2.16 Meeting Minutes**
 - C.2 Budget Report**
 - C.3 First Agreement with Nest Labs, Inc.**
 - C.4 Fifth Agreement with Bevilacqua-Knight, Inc.**
 - C.5 First Amendment to the Second Agreement with Davis Wright Tremaine LLP**
- 5. Energy Efficiency Business Plan (Discussion/Action)**
- 6. MCE Staff Compensation Study (Discussion/Action)**
- 7. Update on Confirmation of Authority for Contracts and Power Purchase Agreements (Discussion)**
- 8. Review Draft 1.19.17 Board Agenda (Discussion)**



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9. Committee Member & Staff Matters (Discussion)

10. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, December 2, 2016

12:00 noon

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

Roll Call

Present:

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

Absent:

Tom Butt, Chair, City of Richmond
Ford Greene, Town of San Anselmo

Staff:

Michael Callahan, Regulatory Counsel
Meaghan Doran, Energy Efficiency Program Manager
Beckie Menten, Director of Customer Programs
David McNeil, Finance and Project Manager
Dawn Weisz, CEO

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

- C.1 Approval of 11.4.16 Meeting Minutes**
- C.2 Monthly Budget Update**
- C.3 5th Agreement with Association for Energy Affordability (AEA)**
- C.4 5th Agreement with Marin City Community Development Corporation (MCCDC)**
- C.5 1st Addendum to the 4th Agreement with Braun Blaising McLaughlin & Smith**
- C.6 1st Agreement with NEST Lab, Inc.**

ACTION: It was M/S/C (Bailey/McCaskill) to approve Consent Calendar Items C.1 through C.5. Item C.6 was removed from the agenda. Motion carried by 5-0 roll call vote: (Absent: Butt and Greene).

Agenda Item #5 – Energy Efficiency Challenges and Application Preparation (Discussion)

No action was required on this item.

Agenda Item #6 – Diablo Canyon Update (Discussion)

No action was required on this item.

Agenda Item #7 – Review Draft 12.15.16 Board Agenda (Discussion)

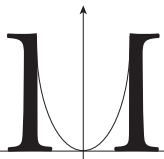
December Board Meeting is cancelled. There was no motion nor action required.

The meeting was adjourned to the next Executive Committee Meeting on January 13, 2017.

Kate Sears for Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended November 30, 2016, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of MCE.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user's conclusions about the Authority's results of operations. Accordingly, this special purpose budgetary comparison statement is not designed for those who are not informed about such matters.

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.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
December 20, 2016



MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through November 30, 2016

	Actual - from April 1 through November 30		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Actual/Budget %	Annual Budget (Amended)	Budget Remaining
	2015/16	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 101,990,149	\$ 115,952,756	\$ 118,227,000	\$ (2,274,244)	98.08%	\$ 181,351,000	\$ 65,398,244
Grant Income			75,000	(75,000)	0.00%	75,000	75,000
Other revenue	436,012	122,878		122,878		-	(122,878)
TOTAL ENERGY REVENUE	102,426,161	116,075,634	118,302,000	(2,226,366)	98.12%	181,426,000	65,350,366
ENERGY EXPENSES							
Cost of energy	81,342,737	93,774,403	98,309,000	(4,534,597)	95.39%	159,033,000	65,258,597
Service fees- PG&E	576,004	683,471	774,200	(90,729)	88.28%	1,255,000	571,529
TOTAL ENERGY EXPENSES	81,918,741	94,457,874	99,083,200	(4,625,326)	95.33%	160,288,000	65,830,126
NET ENERGY EXPENSES	20,507,420	21,617,760	19,218,800	2,398,960		21,138,000	(479,760)
OPERATING EXPENSES							
Personnel	1,920,617	2,871,619	2,940,009	(68,390)	97.67%	5,376,000	2,504,381
Data manager	1,901,559	2,122,933	2,369,800	(246,867)	89.58%	3,674,000	1,551,067
Technical consultants	416,433	378,915	495,320	(116,405)	76.50%	762,000	383,085
Legal counsel	291,391	431,383	544,667	(113,284)	79.20%	817,000	385,617
Communications consultants and related expenses	487,522	858,712	634,000	224,712	135.44%	951,000	92,288
Other services	218,189	278,894	312,667	(33,773)	89.20%	469,000	190,106
General and administration	171,950	285,490	278,667	6,823	102.45%	418,000	132,510
Occupancy	129,925	259,011	225,333	33,678	114.95%	338,000	78,989
Integrated demand-side pilot programs	21,440	6,697	33,333	(26,636)	20.09%	50,000	43,303
Marin County green business program	-	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	4,000	16,200	23,333	(7,133)	0.00%	35,000	18,800
TOTAL OPERATING EXPENSES	5,563,026	7,509,854	7,867,129	(357,275)	95.46%	12,900,000	5,390,146
OPERATING INCOME (LOSS)	14,944,394	14,107,906	11,351,671	2,756,235	124.28%	8,238,000	(5,869,906)
NONOPERATING REVENUES (EXPENSES)							
Interest income	4,130	50,892	33,333	17,559	152.68%	50,000	(892)
Interest expense and financing costs	(123,680)	(32,515)	(238,667)	206,152	0.00%	(345,500)	(312,985)
Depreciation (supplemental)	(50,836)	(60,353)	(66,667)	6,314	90.53%	(100,000)	(39,647)
TOTAL NONOPERATING INCOME (EXPENSES)	(170,386)	(41,976)	(272,000)	230,024	15.43%	(395,500)	(353,524)
CHANGE IN NET POSITION	14,774,008	14,065,930	11,079,671	2,986,259	126.95%	7,842,500	(6,223,430)
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	(145,327)	(82,263)	(238,667)	156,404	34.47%	(383,000)	(300,737)
Depreciation (supplemental)	50,836	60,353	66,667	(6,314)	90.53%	100,000	39,647
Repayment of loan principal	(2,024,038)	-	-	-		-	-
Transfer to Renewable Energy Reserve	(1,000,000)	-	-	-		-	-
Transfer to Local Renewable Development Fund	(151,383)	(173,263)	(173,263)	-	100.00%	(173,263)	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	(3,269,912)	(195,173)	(345,263)	150,090	56.53%	(456,263)	(261,090)
Net increase (decrease) in available fund balance	\$ 11,504,096	\$ 13,870,757	\$ 10,734,408	\$ 3,136,349		\$ 7,386,237	\$ (6,484,520)

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through November 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,220,267	\$ 680,499	\$ 539,768	55.77%
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,220,267	680,499	539,768	55.77%
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through November 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 173,263	\$ 173,263	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	173,263	246,867	(73,604)	142.48%
Net increase (decrease) in fund balance	<u>\$ -</u>	(73,604)		
Fund balance at beginning of period		73,604		
Fund balance at end of period		<u>\$ -</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through November 30, 2016**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Other proceeds	\$ 761,350	\$ -	\$ 761,350	0.00%
Transfer from Operating Fund	-	-	-	N/A
Total revenue and other sources	<u>\$ 761,350</u>	<u>\$ -</u>	<u>\$ 761,350</u>	
EXPENDITURES AND OTHER USES:				
	939,850	135,949	803,901	14.46%
Net increase (decrease) in fund balance	<u>\$ (178,500)</u>	(135,949)		
Fund balance at beginning of period		1,000,000		
Fund balance at end of period		<u>\$ 864,051</u>		

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2016 through November 30, 2016

	<u>Actual</u>
Other services	
Audit	\$ 36,000
Accounting	96,000
IT Consulting	46,500
Human resources & payroll fees	7,155
Miscellaneous professional fees	93,239
	<hr/>
Other services	\$ 278,894
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General and administration	
Data and telephone service	\$ 22,388
Meeting room rentals	575
Office equipment lease	3,844
Dues and subscriptions	138,378
Conferences and professional education	21,257
Travel	25,165
Business meals	6,516
Miscellaneous administration	21,906
Office supplies and postage	45,461
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General and administration	\$ 285,490
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January 13, 2017

TO: MCE Executive Committee

FROM: Alice Stover, Energy Efficiency Program Manager

RE: Proposed First Agreement with Nest Labs, Inc. (Agenda Item #04-C.3)

Dear Executive Committee Members:

SUMMARY:

MCE Staff seeks approval for an agreement with Nest Labs, Inc (“Nest”) to initiate a pilot program focusing on the role smart thermostats can play in single-family residential energy management.

The proposed First Agreement with Nest is under negotiation as of January 6, 2017. A supplemental package that includes the proposed First Agreement with Nest will be sent to Executive Committee members on or before January 11, 2017.

Background

MCE’s work on energy efficiency has included pilot programs related to automating load reduction in the residential sector and helping customers reduce energy costs. The Nest Seasonal Savings Pilot would demonstrate the role that smart thermostats can play in helping MCE achieve these objectives. If energy savings are demonstrated through this pilot and funds are made available to administer similar programs in the future, then rebates for smart thermostats could be offered to customers who do not yet have them. Expanding the pool of customers with smart thermostats and acclimating residential customers to the remote control of their devices are two important steps towards enrolling customers in automated demand response programs.

This pilot would support the state-wide goals laid out in AB 793 (2015) which calls for investment in energy management technology in homes and small businesses. By demonstrating energy savings this pilot will help establish savings estimates and incentive levels for similar programs focused on providing incremental and ongoing energy savings from smart thermostats, and thereby move the State closer to fulfilling the directive outlined in AB 793 of providing residential customers with energy management technology.

Through the proposed Agreement between MCE and Nest, Nest would run the Seasonal Savings Pilot Program for MCE customers. The Seasonal Savings Pilot Program is an innovative program designed to investigate the potential cost-effective savings in utilizing smart thermostat technology to remotely modify set points on Heating, Ventilation, and Air Conditioning (“HVAC”) equipment.

The Nest Learning Thermostat has already been shown to save energy. There are several third party measurement and verification (“M&V”) studies that have been conducted on the Nest Learning Thermostat and other smart thermostats, including studies underway in partnership with the California investor-owned utilities (“IOUs”). The results of these studies indicate that Nest Learning Thermostats can drive savings equal to approximately 10%-12% of heating usage, and 15% of electrical cooling usage in homes with central air conditioning.

The Seasonal Savings Pilot Program takes the Nest Learning Thermostat energy savings one step further by providing customers with incremental energy savings throughout a particular heating or cooling season. The thermostat does this by making micro set point adjustments to the thermostat’s schedule for those customers who have opted into the program over a three-week period. The desired result is cost-effective, incremental energy savings and customer engagement. Nest has run this program elsewhere in the United States but not yet in Northern California’s unique climate zones.

Through this pilot program MCE will partner with PG&E and SoCalGas, who are running similar pilot programs, to evaluate results collectively, and demonstrate the potential for energy savings in California from this innovative technology.

The maximum cost under this Agreement would be \$40,000 for a one year term.

Fiscal Impacts: This Agreement would be funded by CPUC ratepayer funds for energy efficiency programs. Costs that would be incurred in FY 2016/17 are included in the FY 2016/17 Energy Efficiency Program Fund Budget. Costs that would be incurred in FY 2017/18 will be included in the FY 2017/18 Energy Efficiency Program Fund Budget.

Recommendation: Approve the proposed First Agreement with Nest Labs, Inc.



January 13, 2017

TO: MCE Executive Committee

FROM: Alice Stover, Energy Efficiency Program Manager

RE: Proposed Fifth Agreement with Bevilacqua-Knight, Inc. (Agenda Item #04 - C.4)

ATTACHMENTS: Proposed Fifth Agreement with Bevilacqua-Knight, Inc.

Dear Executive Committee Members:

SUMMARY:

Bevilacqua-Knight, Inc. (BKI) provides regulatory technical support and reporting for the MCE Energy Efficiency Program. MCE has been contracting with BKI annually since 2012. BKI has been instrumental in preparing several applications to the CPUC for energy efficiency programs. Recently, they provided all of the cost effectiveness and energy saving calculations for our Energy Efficiency Program Business Plan. In 2016, they began preparing MCE's quarterly reports to the CPUC. The rapport that has developed over the years ensures contracting with BKI again will be successful. The Fifth Agreement with Bevilacqua-Knight, Inc. includes the following services:

- TASK 1: Attend CPUC PCG Reporting and Relevant Stakeholder Meetings
- TASK 2: Coordinate and Submit Regulatory Reporting to CPUC

These services are crucial to meeting regulatory obligations associated with CPUC funding.

Services will be provided by BKI during the contract term beginning February 01, 2017 and ending on December 31, 2017. The maximum cost to MCE under the Agreement is \$30,000.

Fiscal Impact: Costs related to the proposed Agreement that are expected to be incurred in FY 2016/17 are included in the FY 2016/17 Energy Efficiency Program Fund Budget. Costs that are incurred in FY 2017/18 would be included in the FY 2017/18 Energy Efficiency Program Fund Budget.

Recommendation: Approve the Proposed Fifth Agreement with Bevilacqua-Knight, Inc.

04_C.4_Att_5th Agreement with BKi
MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT

FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND BEVILACQUA-KNIGHT, INC.

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **January 13, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and BEVILACQUA-KNIGHT, INC., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: coordination of regulatory technical reporting across MCE programs;

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 email invoices to MCE at invoices@mcecleanenergy.org 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 **\$30,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **February 1, 2017**, and shall terminate on **December 31, 2017**. 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 (REQUIRED FOR PROFESSIONAL SERVICES AGREEMENTS ONLY)

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 by email. All notices shall be given to MCE at the following location:

Contract Manager:	Catalina Murphy
<hr/>	
MCE Address:	1125 Tamalpais Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	contracts@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6014
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor:	Lacey Tan
Address:	1000 Broadway, Suite 410
	Oakland, CA 94607
Email Address:	ltan@bki.com
Telephone No.:	(510) 463-6133

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<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	

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

24. PERFORMANCE AND PAYMENT BOND (REQUIRED FOR CONSTRUCTION PROJECTS ONLY)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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 regulatory technical reporting coordination services as requested and directed by MCE staff for the period of February 2017 to December 2017, up to the maximum time/fees allowed under this Agreement:

TASK 1: Attend CPUC Program Coordination Group (PCG) Reporting and Relevant Stakeholder Meetings

- Attend PCG meetings throughout 2017 on behalf of MCE (hours to be split between MCE and BayREN)
- Remain abreast of the regulatory reporting requirements and convey/advocate solutions that best serve all MCE programs
- Communicate MCE strategy/questions on reporting practices with CPUC staff and relevant consultants in between PCG/sub-group meetings

TASK 2: Coordinate and Submit Regulatory Reporting to CPUC

- Coordinate with MCE program leads to collect and perform quality control on quarterly required data
- Support program leads in communicating data feedback to implementation partners
- Submit 4 quarterly reports to the CPUC on behalf of MCE via CEDARS (2016 Q4; 2017 Q1-Q3)
- Review and respond to quality control feedback reports on quarterly submissions as directed by third party evaluators
- Submit 1 annual claims submission to the CPUC on behalf of MCE via CEDARS
- Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests, including follow up on 2017 Filing and Business Plan updates

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

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

**TASK 1:
Attend CPUC PCG Reporting and Relevant Stakeholder Meetings**

Not to exceed \$5,000
for hourly work
performed at an
average rate of \$123
per hr.

**TASK 2:
Coordinate and Submit Regulatory Reporting to CPUC**

Not to exceed \$25,000
for hourly work
performed at an
average rate of \$123
per hr.

Contractor shall bill MCE monthly. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$30,000** for the term of the agreement.



January 13, 2017

TO: MCE Executive Committee

FROM: Shalini Swaroop, Regulatory & Legislative Counsel

RE: First Amendment to the Second Agreement with Davis Wright Tremaine, LLP (Agenda Item #04 – C.5)

ATTACHMENTS: A. Second Agreement with Davis Wright Tremaine, LLP
B. Proposed First Amendment to the Second Agreement with Davis Wright Tremaine

Dear Executive Committee Members:

SUMMARY:

Davis, Wright and Tremaine, LLP (DWT) has provided legal and regulatory assistance to MCE through two Agreements for services. Specifically, DWT has provided assistance on general contracting issues and proceedings at the California Public Utilities Commission (CPUC) and at the California Independent System Operator (CAISO). This includes Energy Efficiency filings, proceedings addressing non-bypassable charges (NBCs) and procurement, and the implementation of the CCA Code of Conduct. DWT has also been retained by other CCAs, which allows for cost-sharing and better coordination between CCAs. There is an ongoing need for the services provided by DWT, and DWT has proven to be an excellent provider of such services. Staff recommends approval of the First Amendment to the Second Agreement with Davis Wright Tremaine, LLP in the amount of an additional \$25,000 for continuation of legal and regulatory services for a total amount not to exceed \$75,000.

Budget Impacts: Costs related to the proposed contract amendment are included in the FY 2016/17 Operating Fund Budget.

Recommendation: Approve the Proposed First Amendment to the Second Agreement with Davis Wright Tremaine.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND DAVIS WRIGHT TREMAINE LLP**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 17, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and DAVIS WRIGHT TREMAINE LLP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: services pertaining to contractual, regulatory, and legal matters as requested and 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 **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2016**, and shall terminate on **March 31, 2017**. 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. CONFLICTS:

Contractor, by executing this Agreement, certifies that, at the time Contractor executes this Agreement and for the duration of this Agreement, Contractor does not have and will not perform services for any other clients which would create a conflict as between the interests of MCE hereunder and the interests of such other client, except as described in the attached Conflicts Waiver Letter included as **Exhibit C** or subject to written waiver by MCE. Contractor, by executing this Agreement, makes no such certification regarding potential and actual conflicts regarding MCE's constituent members in connection with this Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. AMENDMENT:

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

15. ASSIGNMENT OF PERSONNEL:

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

16. 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.

17. INDEMNIFICATION:

Contractor agrees to indemnify 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 limited to the extent of Contractor's legal liability under the law; provided that Contractor shall not be obligated to indemnify MCE for any liability caused by MCE's negligence, recklessness or willful misconduct.

18. 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.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

20. 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: LaWanda Hill
 MCE Address: 1125 Tamalpais Avenue
San Rafael, CA 94901
 Email Address: invoices@mcecleanenergy.org
 Telephone No.: (415) 464-6048

Notices shall be given to Contractor at the following address:

Contractor: Vidhya Prabhakaran
 Address: 505 Montgomery Street, Suite 800
San Francisco, CA 94111
 Email Address: vidhyaprabakaran@dwt.com
 Telephone No.: (415) 276-6568

21. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Clean Energy:

By: [Signature]
 CEO
 Date: 3-17-16

By: [Signature]
 Chairperson
 Date: 3-17-16

CONTRACTOR:

By: [Signature]
 Name: Vidhya Prabhakaran
Davis Wright Tremaine
 Date: 3/23/16

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: [Signature] Date: 3-28-16

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide services pertaining to contractual, regulatory, and legal matters, as requested and directed by the General Counsel, up to the maximum time/fees allowed under this Agreement.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor at the following rates of Contractor's partners, associates, and paralegals:

Name	Title	2016 Rate
Vidhya Prabhakaran	Partner	\$500
Patrick Ferguson	Partner	\$485
Andrew Patterson	Associate	\$340
Katie Jorrie	Associate	\$300
Emily Sangi	Associate	\$300
Judy Pau	Paralegal	\$260

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

If the Agreement is subsequently amended to increase the total dollar amount under the Agreement, Contractor and MCE have agreed to the following discounts based on percentage off of Contractor's Public Agency rate (e.g. a Partner rate of \$525):

- 8% additional discount off the current "public agency" rate for annual work Contractor performs above \$50k (e.g. a Partner rate of \$485),
- 10% additional discount for annual work Contractor performs above \$100k (e.g. a Partner rate of \$475),
- 12% additional discount for annual work Contractor performs above \$259k (e.g. a Partner rate of \$465), and
- 15% additional discount for annual work Contractor performs above \$500k (e.g. a Partner rate of \$450).

**FIRST AMENDMENT TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND DAVIS WRIGHT TREMAINE LLP**

This FIRST AMENDMENT is made and entered into on January 13, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and DAVIS WRIGHT TREMAINE LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide services pertaining to contractual, regulatory, and legal matters as requested and directed by MCE staff dated March 17, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$50,000 for the services pertaining to contractual, regulatory, and legal matters as requested and directed by MCE staff described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$25,000 for a total not to exceed \$75,000.

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 **\$75,000**.

2. 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 \$75,000 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 Amendment on the day first written above.

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



January 13, 2017

TO: MCE Executive Committee

FROM: Beckie Menten, Director of Customer Programs

RE: Energy Efficiency Business Plan

ATTACHMENTS: A. Business Plan Executive Summary
B. Energy Efficiency Program Results (2013-present)

Dear Executive Committee Members:

Summary

The CPUC has requested that all energy efficiency Program Administrators (“PAs”) file funding requests in the form of a Business Plan. MCE has revised its previously filed Energy Efficiency Business Plan to comply with guidance from the California Public Utilities Commission. Staff now seeks Executive Committee approval to file an Application with the CPUC to seek approval of the modified Energy Efficiency Business Plan. CPUC approval of this document would grant MCE funding for a ten-year horizon of energy efficiency programs focusing on a broad set of customers within MCE’s service territory.

Discussion

As a CCA, MCE has statutory authority to administer ratepayer funded energy efficiency programs. Pursuant to this authority, MCE has been administering over \$5 million of energy efficiency programs originally intended for years 2012-2014. In November of 2014, the CPUC issued a decision providing an extension of MCE’s existing portfolio of programs. The funding authorization for these programs was granted for ten years as the CPUC initiated a proceeding to shift energy efficiency to a rolling portfolio approach, rather than a start / stop funding model. While this proceeding is ongoing, MCE has identified the need to expand the portfolio of programs beyond hard to reach market sectors¹. This includes development of a broader suite of programs that will allow us to better serve our service territory and achieve cost effectiveness targets. Additionally, MCE is seeking to design a program focused on greenhouse gas mitigation and market transformation in the energy efficiency sector, potentially including

¹ When MCE first approached the CPUC about implementing energy efficiency programs in 2012, MCE was directed to avoid duplication of existing program offerings and to focus on ‘gaps’ in the existing IOU portfolios. In January of 2014, the CPUC passed D.14-01-033 directing CCAs to achieve the same cost-effectiveness standard the IOUs must meet. MCE has determined that it will not be possible to achieve this high threshold without expanding beyond hard to reach market sectors and balancing these programs with more cost effective alternatives, some of which may overlap with those currently offered by the IOUs.

alternative metrics for gauging success.

2016 and Beyond Program Application

In June of 2015, your Board approved the 2016 Business Plan for MCE's Energy Efficiency programs, concluding a 14-month process of community outreach and engagement. Based on this community input, MCE articulated a program design that focuses on the concept of customer transformation. The proposed program design represents a desire to achieve greater integration in energy services delivery, offering to the applicant a suite of services beyond energy efficiency to optimize the use of energy at each site. This integrated design focuses on the customer experience, rather than the silos of CPUC programs, and is more consistent with the reality of customer motivations in undertaking energy projects.

A major component of the 2016 program design is the seamless delivery of integrated programs through a customer service specialist. Each of these program designs includes a Single Point of Contact, or (SPOC), an assigned customer representative who would assist the applicant through every step of the process. The SPOC would assist the applicant not only with energy efficiency measures, but would also facilitate access to renewable energy, water, demand response, and more. This concept received warm support in vetting with the community and with the advisors to Commissioners of the CPUC.

A central component of the 2016 program design is also the development of a sophisticated Customer Relationship Management (CRM) tool. This tool will ensure that projects are efficiently tracked and moved through the pipeline in a timely manner. This tool will also retain information gathered at each property through the energy audit process, creating the opportunity for an ongoing relationship between the project applicant and the MCE program, and for the phasing of projects over time. If for example a project applicant chooses to only follow through with a portion of the upgrade project, the CRM can be used to develop a menu of reminders to follow up with that applicant over time. If the HVAC system is estimated to have five years remaining, in five years the program could follow up to suggest a more efficient HVAC unit. If the program provides a good experience for the customer, the customer may be more willing to return to the program for more and deeper upgrades.

The 2016 Business Plan also proposes taking advantage of the long-term nature of the rolling portfolio cycle to consider a declining incentive structure over time. Ideally, as a technology or idea gains traction in the market, public subsidy will no longer be needed to influence consumer behavior. MCE intends to monitor participation levels on a measure level basis and drop incentives per pre-defined steps when certain participation levels are met. This should allow for a program to pay high incentives up front, but drop these incentives over time, improving cost effectiveness in the long term.

Changes to the Energy Efficiency Business Plan

The MCE Energy Efficiency Business Plan has been updated to incorporate guidance from the CPUC and to accommodate changes in policy resulting from the passing of AB 802 (2015). These changes are not substantive, and largely represent moving details that had previously existing in the Implementation Plans approved by your Board in August of 2015 to the Business Plan level. The budget and savings estimates were also updated to accommodate the increase in MCE's service territory in 2016.

Next Steps

Finalization of the Plan

Staff will send the Executive Committee a supplemental package containing the updated MCE Energy Efficiency Business Plan on Wednesday January 11th, 2017.

Submission to the CPUC

As MCE initially filed a Business Plan in October of 2015, MCE will simultaneously issue a Motion for Withdrawal of the outstanding application and file the Energy Efficiency Business Plan as a new application under Proceeding R. 13-11-005 (dealing with energy efficiency issues).

Fiscal Impact: The Business Plan will be evaluated by the CPUC in 2017. Following the approval of the Business Plan by the CPUC, MCE will submit an advice letter each year requesting annual funding that is consistent with the approved Business Plan. Staff expect Business Plan related funding to begin in 2018. If the Business Plan is approved as submitted, MCE's annual funding request would total approximately \$9 million. These funds would be in addition to other CPUC related programs such as the Low Income Families and Tenants pilot program funding for which MCE has been awarded funding for 2017 and 2018. Revenues and costs associated with Business Plan related funding would be included in the FY 2018/19 Energy Efficiency Program Fund Budget. If MCE receives Business Plan related funding prior to March 31, 2018, Staff will request an Amendment to the FY 2017/18 Energy Efficiency Program Fund Budget to accommodate increased revenues and expenditures.

Recommendation: Approve the revised MCE Energy Efficiency Business Plan and authorize staff to finalize and file the Business Plan with the California Public Utilities Commission.

MCE ENERGY EFFICIENCY Business Plan Summary

MCE's Business Plan articulates a ten year vision to dramatically ramp up its role in providing energy efficiency programs, detailing how MCE will build upon its strategic advantage as a local government agency to leverage partnerships and expand energy efficiency services.

The Business Plan focuses on the concept of **customer transformation**: the idea that providing a positive experience with energy efficiency will encourage customers to value efficiency and decrease reliance on subsidies. The plan emphasizes a **customer-centric, streamlined approach** to integrate different resource conservation programs, such as energy and water. Central to the plan is the Single Point of Contact (SPOC), who will help **solve customer problems** and **save time** through a one-stop-shop. The SPOC will support the customer from project origination to completion, and facilitate access to MCE and non-MCE programs.

MCE's Business Plan provides a roadmap to maximize greenhouse gas reductions and use resources wisely.

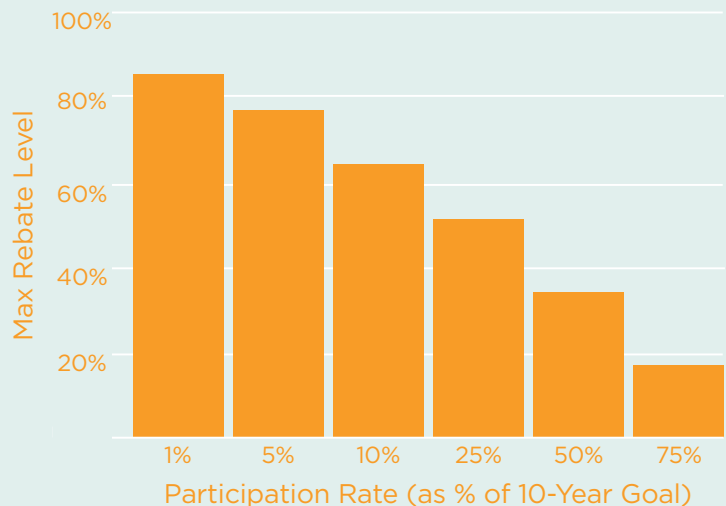
KEY INNOVATIONS

SINGLE POINT OF CONTACT (SPOC) streamlines access to diverse resource conservation programs and provides superior customer service.

DECLINING INCENTIVES MODEL aligns rebates with participation benchmarks, a model based on the success of the California Solar Initiative.

SOPHISTICATED CUSTOMER RELATIONSHIP MANAGEMENT TOOL tracks interactions and provides relevant opportunities for follow up and continued participation.

INTEGRATED OFFERINGS promotes comprehensive and tailored solutions across resources (e.g. water, renewables, electric vehicles, storage, and energy efficiency).



ABOUT MCE

MCE's mission is to address climate change by reducing energy related greenhouse gas emissions through renewable energy supply and energy efficiency at stable and competitive rates for customers while providing local economic and workforce benefits. For more information about MCE, please visit mceCleanEnergy.org.

PROPOSED BUDGET & SAVINGS*

(Years 1–2)**

Program	Budget	Gross Electricity Savings (kWh)	Gross Demand Savings (kW)	Gross Gas Savings (Therms)	Greenhouse Gas Reductions (CO ₂ , tons)
Agriculture	\$ 2,094,601	2,130,891	216	2,074	1,078
Commercial	\$ 4,061,013	7,239,309	581	11,219	3,723
Industrial	\$ 1,998,776	1,930,880	73	(14,436)	890
Multifamily	\$ 4,503,179	2,862,761	93	248,751	2,976
Single Family	\$ 4,695,510	3,652,736	376	155,130	2,825
Evaluation	\$ 682,266	n/a	n/a	n/a	n/a
TOTAL	\$ 18,035,344	17,816,578	1,340	402,738	11,492

*All savings values are “annual” (lifecycle energy and greenhouse gas savings are significantly higher)

**Data is preliminary and subject to change

SUMMARY OF KEY OFFERINGS**Agriculture**

- Leverage existing certification programs to increase demand for green agricultural practices
- Design program and financing options around seasonal work cycles
- Provide farmworker housing energy efficiency assistance through alignment with MCE’s multifamily program

**Commercial**

- Deliver an integrated approach that provides a streamlined customer experience
- Target buildings by using data analytics to focus on opportunities and promote strategic and continuous energy improvement
- Offer innovative behavioral approaches: competitions and campaigns, social media, green teams, and interactive dashboards

**Industrial**

- Leverage peer advisory groups to offer training and share best practices
- Offer pay for performance incentives
- Promote strategic and continuous energy improvement

**Multifamily**

- Integrate energy savings and on-site generation opportunities
- Phase projects to allow building owners to better capitalize on savings, while completing improvements as tenants turn over
- Offer a point-based incentive structure to encourage a more comprehensive scope of work

**Single Family**

- Develop an online portal with a one-stop-shop to understand usage, search rebates, find contractors, and perform cost comparisons
- Offer flexible rebates to solve specific customer problems and create an entry point to the program
- Create online social networking platforms that stimulate behavior change; competitions and do-it-yourself tutorials on a YouTube channel

**Workforce**

- Work with local experts to align, leverage, and influence existing training programs and markets in the MCE service area
- Offer stackable credential programs that provide workers with a broad spectrum of transferable skills
- Provide on- and off-ramps for workers of varying levels of experience

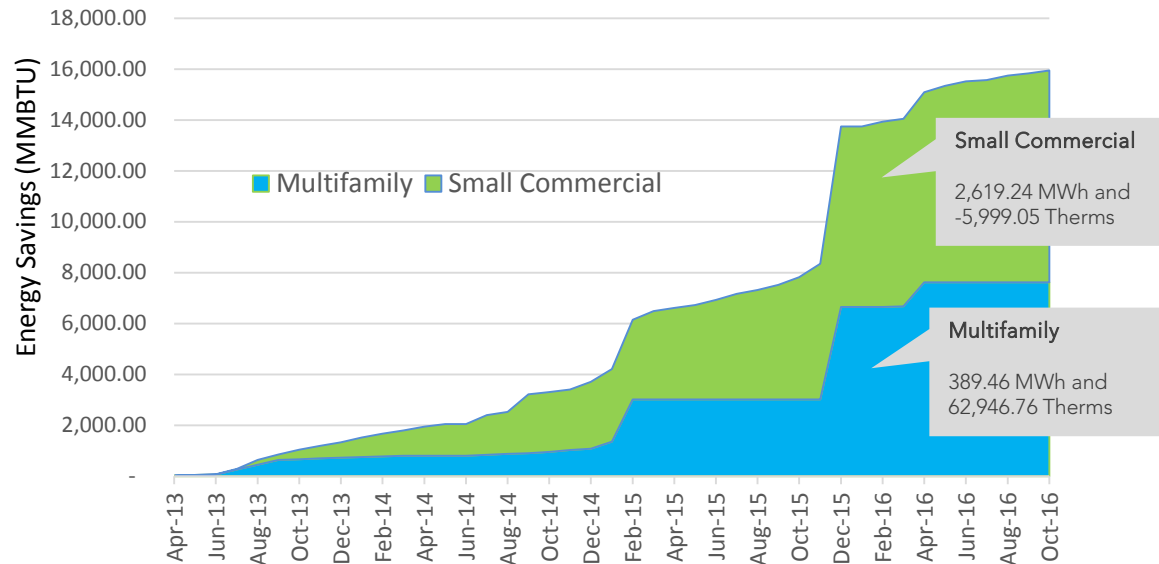


Energy Efficiency Mission Statement

MCE's Energy Efficiency program increases the efficiency of energy and water systems within existing and new buildings to reduce environmental impacts and improve health, comfort and safety.

The program empowers communities through local workforce development, and access to educational tools and financial incentives.

MCE Energy Efficiency Programs Quarterly Update



Program Achievements – January 2013 to October 2016 (most recent data)

Small Commercial*

Small Businesses Audited
2,261

Total Rebates Distributed
\$434,460

Number of Unique Projects Completed
317

* Split between MCE, Marin Energy Watch and East Bay Energy Watch

Single Family / DR Programs

Low income Solar Rebate Impacts
\$33,300 distributed
161,000 kW of Solar Installed
>\$962,000 estimated bill savings
>2,188 GHG emissions Eliminated

Multifamily

Multifamily Buildings Audited
735

Total Rebates Distributed
\$479,312

Number of Units Provided with Free Energy Saving Equipment
1,973



January 13, 2017

TO: MCE Executive Committee
FROM: Katie Gaier, Human Resources Manager
RE: MCE Compensation Study (Agenda Item #6)

Dear Executive Committee Members:

SUMMARY:

A comprehensive compensation analysis was conducted in the summer and fall of 2015 for all MCE positions. Adjustments to MCE salaries were approved by the MCE Board at its November 2015 meeting including bringing all salaries to 15% above the market at the top of the range to account for the cost of living and housing in Marin County. Effective December 1, 2015, adjustments were made to the salaries of employees whose salaries were below the bottom of the range for their position. At the time of the study, there were several positions that were vacant and therefore not studied, and one position that needed additional review. In addition, new positions have been created since the study was initiated, and salaries for those positions were fit into the current salary structure.

Therefore, in the fall of 2016 there were six positions which required review and were studied using the comparator agencies from the 2015 comprehensive compensation study. It is anticipated that another full study will take place in 2020 for adjustments, if any, in the 2021-22 fiscal year, and this full study would include additional comparators, such as other CCA's that have formed since the 2015 study. The six positions that were studied this fall are:

- Director of Internal Operations
- Internal Operations Associate
- Manager of Account Services
- Manager of Marketing Communications
- Marketing Associate
- Power Settlements Analyst

RESULTS:

The results of the study indicate the following:

TITLE	1/1/17 BOTTOM RANGE	STUDY BOTTOM RANGE	1/1/17 TOP RANGE	STUDY TOP RANGE	TOP RANGE + adjusted to 15% above market
Director of Internal Operations	\$84,737	\$90,422	\$117,328	\$121,575	\$139,812
Internal Operations Associate	\$54,530	\$53,794	\$81,160	\$65,364	No change to current range
Manager of Account Services	\$87,774	\$94,668	\$143,779	\$134,550	\$154,733
Manager of Marketing Communications**	\$81,179	\$83,876	\$115,341	\$104,328	\$119,977
Marketing Associate	\$49,962	\$60,450	\$72,167	\$73,476	\$84,498
Power Settlements Analyst	\$67,015	\$78,355	\$112,637	\$98,557	\$113,341

**retitled from Creative Content Designer

If approved, the new ranges would be aligned with the study results for the bottom range to the top range plus 15%. All incumbents are currently within the new range for their positions. In addition, the changes do not result in compaction with related supervisory and/or management classes.

Fiscal Impact: Changes to staff salaries that would result from the proposed increases to the above noted salary ranges are included in the approved FY2016/17 Budget.

Recommendation: Move to the MCE Board for approval on the consent calendar at its January meeting the revised salary ranges for the 6 job classes shown above.



January 13, 2017

TO: MCE Executive Committee

FROM: David McNeil, Finance and Project Manager

RE: Update on Confirmation of Authority for Contracts and Power Purchase Agreements (Agenda Item #07)

ATTACHMENTS: A. Proposed Resolution Confirming and Updating Delegated Authority for Contracts and Power Procurement

B. Resolution No. 2016-05 Restating and Confirming Authority for Power Procurement and Other Expenditures

C. Resolution No. 2013-04 Authorizing the Executive Officer to Enter Into and Execute Contracts

D. MCE Executive Committee Overview and Scope

E. MCE Technical Committee Overview and Scope

F. MCE Board Delegated Contracting Authority

Dear Executive Committee Members:

SUMMARY: Staff would like to advise the Executive Committee of and seek input concerning a proposed resolution of the Board of Directors that would confirm, update and clarify delegated authority for the approval and signing of contracts and power procurements. During the normal course of business MCE enters into contracts for energy and non-energy products and services and receives requests to provide documentation confirming the signing authorities for the agency. Signing authorities are currently described in MCE's Integrated Resource Plan, summarized in Board Resolutions 2013-04 and 2016-05 and described further in the MCE Technical Committee and Executive Committee documents approved by your Board in May 2016.

The purpose of the proposed resolution is to replace Resolution No. 2016-05 and to affirm, clarify and restate the scope of authority delegated to the Technical Committee and Executive Committees and to the Chief Executive Officer ("CEO"). The proposed resolution reflects the procurement authority detailed in the Proposed Integrated Resource Plan that will be presented to the Board for approval at its January 2017 meeting and described in the revised and updated MCE Executive Committee and Technical Committee Overview documents.

The signing authorities described in the proposed resolution are:

1. That the CEO has all necessary and proper authority, consistent with a Board-approved resource plan or budget as applicable, to approve and execute PPAs with a term of less than or equal to twelve months, and to approve and execute contracts for goods and services (not energy purchases) with a not-to-exceed maximum dollar amount of less than or equal to \$25,000 per vendor, per fiscal year; furthermore, that the Board hereby delegates authority to the CEO to enter into and execute any amendment or addendum to an existing contract, regardless of the existing contract's price or total amount, which will result in an overall cost savings to MCE, whether achieved by lower per-unit costs, or by a decrease in the contract's not-to-exceed maximum dollar amount over the term of the contract;

2. That the CEO and Board Chair, jointly, have all necessary and proper authority to execute PPAs for terms of greater than 12 months but less than or equal to 5 years, pursuant to a Board-approved resource plan, after consultation with a committee of the Board;

3. That the Technical Committee has all necessary and proper authority to: a) approve for execution by the CEO and Board Chair all PPAs for a term greater than 5 years; and b) approve contracts for technical and energy efficiency programs or services, and for procurement functions or services;

4. That the Executive Committee has all necessary and proper authority to: a) approve for execution by the CEO and Board Chair all contracts with not-to-exceed total consideration greater than \$25,000 per vendor, per fiscal year; and b) approve for execution any amendment or addendum to a contract that initially required Executive Committee approval, or that would increase the total contract price to an amount greater than \$25,000 per vendor, per fiscal year, except for amendments that result in an overall cost savings as provided above in subparagraph 1;

All other procurement and contracting authority not expressly stated or reaffirmed as delegated pursuant to the proposed resolution would be reserved by the MCE Board, unless otherwise amended by subsequent Resolution(s).

The proposed resolution includes the following clarifications to the current signing authorities delegated by your Board;

- The CEO would be authorized to execute amendments or addendums to existing contracts which would result in lower per-unit costs, or decrease the contract's not-to-exceed maximum dollar amount.
- The Technical Committee would be authorized to enter into contracts with a contract term that extends beyond the fiscal period described in the most recent board approved budget as described in subparagraph 3.
- The Executive Committee would be authorized to enter into contracts with a contract term that extends beyond the fiscal period described in the most recent board approved budget as described in subparagraph 4.

The proposed resolution is intended to enable staff to more easily communicate signing authorities of the MCE to stakeholders and the public and to conduct business on behalf of MCE in a prudent and financially responsible manner.

Fiscal Impact: None

Recommendation: For discussion only

PROPOSED RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY CONFIRMING AND UPDATING DELEGATED AUTHORITY FOR CONTRACTS AND POWER PROCUREMENT

WHEREAS, Marin Clean Energy (MCE) is a Joint Powers Authority (JPA) established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and,

WHEREAS, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville; and,

WHEREAS, the MCE Board wishes to affirm, restate, and clarify the scope of its delegated authority to its Executive and Technical Committees and the Chief Executive Officer (“CEO”) to approve and/or enter into and execute contracts for MCE’s power procurement and other expenditures; and, accordingly, to carry out the provisions of the “Procurement Methods and Authorities” set forth in MCE’s adopted Integrated Resource Plan (“IRP”), attached as Exhibit A and herein incorporated by this reference; and,

WHEREAS, Board Resolutions 2013-04 and 2016-05, respectively, established and restated the authority delegated to the CEO to enter into and execute contracts and Power Purchase Agreements (PPAs) up to the amount and/or specific term(s) of months or years, as described in said Resolutions; and,

WHEREAS, pursuant to its authority under Sections 4.6 and 4.7 of the Joint Powers Agreement and the ‘Procurement Authorities’ provisions of the IRP, the Board now wishes to affirm, restate and clarify the scope of procurement and signing authority delegated to its Committees and to the CEO, for purposes of responding efficiently to requests from contractors, suppliers, lenders or other parties for documentation of such authority for MCE during the normal course of business; and

WHEREAS, the Board intends that this Resolution No. 2017-01 shall supersede and replace Resolution No. 2016-05 as a complete restatement and affirmation of its delegated contracting authority.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of MCE:

A. Resolution No. 2016-05 is hereby rescinded and replaced by this Resolution No. 2017-XX, which shall serve as a complete statement of the procurement and contracting authority delegated by the MCE Board to its standing committees and the CEO, to all interested parties, in the normal course of transacting business with MCE.

B. Pursuant to the Board’s delegation and procurement authority referenced in the above Recitals, the Board hereby restates and affirms the scope of procurement and contracting authority delegated to the CEO, the CEO and Board Chair jointly, and the standing Committees, namely:

1. That the CEO has all necessary and proper authority, consistent with a Board-approved resource plan or budget as applicable, to approve and execute PPAs with a term of less than or equal to twelve months, and to approve and execute contracts for goods and services (not energy purchases) with a not-to-exceed maximum dollar amount of less than or equal to \$25,000 per vendor, per fiscal year; furthermore, that the Board hereby delegates authority to the CEO to enter into and execute any amendment or addendum to an existing contract, regardless of the existing contract's price or total amount, which will result in an overall cost savings to MCE, whether achieved by lower per-unit costs, or by a decrease in the contract's not-to-exceed maximum dollar amount over the term of the contract;

2. That the CEO and Board Chair, jointly, have all necessary and proper authority to execute PPAs for terms of greater than 12 months but less than or equal to 5 years, pursuant to a Board-approved resource plan, after consultation with a committee of the Board;

3. That the Technical Committee has all necessary and proper authority to: a) approve for execution by the CEO and Board Chair all PPAs for a term greater than 5 years; and b) approve contracts for technical and energy efficiency programs or services, and for procurement functions or services;

4. That the Executive Committee has all necessary and proper authority to: a) approve for execution by the CEO and Board Chair all contracts with not-to-exceed total consideration greater than \$25,000 per vendor, per fiscal year; and b) approve for execution any amendment or addendum to a contract that initially required Executive Committee approval, or that would increase the total contract price to an amount greater than \$25,000 per vendor, per fiscal year, except for amendments that result in an overall cost savings as provided above in subparagraph 1; and

5. That the MCE Board, by this delegation of procurement and contracting authority as described herein, shall not be divested of any such authority, but shall retain its powers to approve PPAs, contracts, or other agreements, regardless of the terms or dollar amounts thereof; and accordingly, that Board may exercise such authority at such times as it may deem necessary and proper, at its sole discretion.

All other procurement and contracting authority not expressly stated or reaffirmed as delegated herein shall be reserved by the MCE Board, unless otherwise amended by subsequent Resolution(s).

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 19 day of January 2017, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
Town of Corte Madera				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
City of Mill Valley				
City of Napa				
County of Napa				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE BOARD

ATTEST:

SECRETARY, MCE BOARD

JUN 16 2016

RESOLUTION NO. 2016-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY
MARIN CLEAN ENERGY RESTATING AND CONFIRMING AUTHORITY FOR
POWER PROCUREMENT AND OTHER EXPENDITURES**

WHEREAS, Marin Clean Energy (MCE) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.);

WHEREAS, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville;

WHEREAS, for purposes of efficiency in responding to requests for documentation of signing authority for MCE during the normal course of business, the MCE Board wishes to establish a consolidated means of confirming the source(s) and scope of MCE's signing authority for power procurement and other expenditures;

WHEREAS, in March 2013 the MCE Board adopted Resolution 2013-04 authorizing the Chief Executive Officer (CEO) to enter into and execute contracts for an amount not to exceed \$25,000 per contractor per fiscal year, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations;

WHEREAS, in November 2012 the MCE Board established procurement policies and objectives through adoption of the Integrated Resource Plan (IRP);

WHEREAS, pursuant to the IRP, power purchase agreements for energy, capacity and renewable energy credits with terms of 12 months or less may be entered into on MCE's behalf by the CEO;

WHEREAS, power purchase agreements for energy, capacity and renewable energy credits with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a MCE Board approved resource plan may be entered into on MCE's behalf by the CEO in conjunction with the MCE Board Chair; and

WHEREAS, power purchase agreements for energy, capacity and renewable energy credits with terms of greater than five years shall require Board approval prior to execution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of MCE that the MCE Board hereby restates and confirms the authority granted by the Board for power procurement and other expenditures, as summarized herein and currently vested

in the CEO, Board Chair and Board of Directors, pursuant to Resolution 2013-04 and the procurement provisions of the IRP.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 16th day of June 2016, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				✓
City of Belvedere	✓			
City of Benicia	✓			
City of Calistoga				✓
Town of Corte Madera	✓			
City of El Cerrito	✓			
Town of Fairfax	✓			
City of Lafayette				✓
City of Larkspur	✓			
County of Marin	✓			
City of Mill Valley	✓			
City of Napa	✓			
County of Napa	✓			
City of Novato	✓			
City of Richmond	✓			
Town of Ross	✓			
Town of San Anselmo	✓			
City of San Pablo				✓
City of San Rafael				✓
City of Sausalito				✓
City of St. Helena				✓
Town of Tiburon	✓			
City of Walnut Creek	✓			
Town of Yountville				✓


 CHAIR, MCE BOARD

ATTEST:

 SECRETARY, MCE BOARD

APPROVED

JUN 16 2016

MARIN CLEAN ENERGY



RESOLUTION NO. 2013- 04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY AUTHORIZING THE EXECUTIVE OFFICER TO
ENTER INTO AND EXECUTE CONTRACTS**

WHEREAS, the Marin Energy Authority ("MEA") is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

WHEREAS, MEA members include the following Marin communities: the City of San Rafael, the County of Marin, the City of Larkspur, the City of Belvedere, the Town of Fairfax, the City of Mill Valley, the City of Novato, the Town of Ross, the Town of San Anselmo, the City of Sausalito, the Town of Tiburon, the Town of Corte Madera, the City of Richmond; and

WHEREAS, Section 2.5 of the Marin Energy Authority Joint Powers Agreement authorizes the Authority to make and enter into contracts, and to employ staff to administer the Authority; and

WHEREAS, on April 10, 2010 the Board issued Resolution No. 2010-05A authorizing the Interim Director to enter into and execute contracts for an amount not to exceed \$20,000, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations; and

WHEREAS, the Board desires to authorize the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000, consistent with the Authority's budget, Joint Powers Agreement, and Operating Rules and Regulations; and

WHEREAS, the Board desires to concurrently rescind Resolution No. 2010-05A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority:

The Executive Officer is hereby authorized to enter into and execute contracts for an amount not to exceed \$25,000 per contractor per fiscal year, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations. The Executive Officer shall report all contracts executed by the Executive Officer pursuant to the authority granted by this resolution to the Board of Directors at their next regular meeting.

Resolution No. 2010-05A, A Resolution of the Board of Directors of the Marin Energy Authority Authorizing the Interim Director to Enter Into and Execute Contracts, is hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this 7th day of March, 2013, by the following vote:

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



CHAIR, MARIN ENERGY AUTHORITY BOARD





MCE Executive Committee Overview and Scope

Redline of Proposed Changes

Maximum Membership: 9

Current Members: Tom Butt, City of Richmond (Chair)
Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Ford Greene, Town of San Anselmo
Kevin Haroff, City of City of Larkspur
Bob McCaskill, City of Belvedere
Kate Sears, County of Marin
Vacant Seat

New Members: MCE strives to assemble an Executive Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Executive Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member.

Current meeting date: First Fridays of each month at 12:00pm

Scope

The scope of the MCE Executive Committee is to explore, discuss and provide direction or approval on general issues related to MCE including legislation, regulatory compliance, strategic planning, outreach and marketing, contracts with vendors, human resources, finance and budgeting, and agenda setting for the regular MCE Board meetings and annual Board retreat.

Authority of Executive Committee

- Approval of legislative positions outside of the Board-approved legislative plan
- Approval of contracts with vendors ~~within the Board-approved budget~~
- Approval of new staff positions within the Board-approved budget
- Approval of Ad Hoc Committees that serve a temporary role and function such as the Ad hoc Contracts Committee, Ad hoc Audit Committee and Ad hoc Inclusion Committee
- Approval of Recipient of McGlashan Advocacy Award

- Recommendations to the Board regarding the annual budget and any budget adjustments
- Recommendations to the Board regarding rate setting
- Recommendations to the Board to enter into debt
- Recommendations to the Board regarding adjustments to staff compensation ranges
- Recommendations to the Board regarding Policies (such as Policy 013: Reserve Policy and Policy 014: Investment Policy)



MCE Technical Committee Overview and Scope

Redline of Proposed Changes

Maximum Membership: 9

Current Members: Kate Sears, County of Marin (Chair)
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Greg Lyman, City of El Cerrito
Emmett O'Donnell, City of Tiburon
Ray Withy, City of Sausalito
Vacant Seat

New Members:

MCE strives to assemble a Technical Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Technical Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member.

Current meeting date: First Thursday of each month at 9:00 am

Scope

The scope of the MCE Technical Committee is to explore, discuss and provide direction or approval on issues related to electricity supply, distributed generation, greenhouse gas emissions, energy efficiency, and other topics of a technical nature.

Frequent topics include electricity generation technology and procurement, greenhouse gas accounting and reporting, energy efficiency programs and technology, energy storage technology, net energy metering tariff, local solar rebates, electric vehicle programs and technology, Feed-in Tariff activity and other local development, Light Green, Deep Green and Local Sol power content planning, long term integrated resource planning, regulatory compliance, and other activity related to the energy sector.

Authority of Technical Committee

- Review and discuss new technologies and potential application within MCE
- Approval of and changes to MCE's Net Energy Metering Tariff
- Approval of and changes to MCE's Feed in Tariff

- Approval of annual GHG emissions level and related reporting
- ~~Approval of contracts with vendors for technical programs or services, energy efficiency program or services and procurement functions or services~~ within the Board approved budget
- Approval of power purchase agreements ~~within Board approved budget~~
- Approval of adjustments to power supply product offerings
- Approval of ~~updates to~~ the Integrated Resource Plan
- ~~Recommendation to Board for approval of contracts with technical vendors outside of Board approved budget.~~
- ~~Recommendation to Board for approval of power purchase agreements outside of Board approved budget~~

MCE BOARD DELEGATED CONTRACTING AUTHORITY**SCOPE OF AUTHORITY**

Authorized Approver or Signer	SCOPE OF AUTHORITY		
	Power Purchase Agreements (PPAs)	Other Contracts (non-PPA)	Amendments/Addenda
CEO	Enter into PPAs for terms of 12 months or less (short-term)	Total price \$25,000 or less, per vendor, per fiscal year	Approve and execute amendments or addenda resulting in overall savings, regardless of total contract price ¹
Board Chair and CEO	After consulting a Committee of the Board, execute PPAs for term greater than 12 months but less than or equal to 5 years (medium-term); execute PPAs for terms greater than 5 years after approval by Technical Committee or full Board	Upon Executive Committee approval, execute contracts in excess of \$25,000	Upon Executive Committee approval, execute amendments or addenda to contracts originally over \$25,000, or that increase total contract price over \$25,000
Executive Committee	N/A	Approve for execution by CEO and Board Chair contracts in excess of \$25,000	Approve for execution by CEO and Board Chair all amendments or addenda to contracts over \$25,000, or that increase total contract price over \$25,000
Technical Committee	Enter into PPAs for terms greater than 5 years (long-term)	Approve for execution by CEO and Board Chair contracts for technical and energy efficiency programs or services; contracts for procurement functions	Approve for execution by CEO and Board Chair amendments or addenda to long-term PPAs that increase total contract price
MCE Board	Full scope of PPA approval authority	Full scope of approval authority for other contracts (non-PPA)	Full scope of approval authority for amendments and addenda

¹ "Overall cost savings" means that amendment provision(s) result in a lower per-unit cost (e.g., cost per customer, cost per item, etc.) or a reduced 'not-to-exceed' amount over the life of the contract, resulting in overall cost savings as compared to what the contract would cost if the term were extended under the original pricing.

DRAFT



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

Brandt Andersson
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

P. Rupert Russell
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

Bob Simmons
City of Walnut Creek

1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674

Board of Directors Meeting
Thursday, January 19, 2017
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 11.17.16 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Resolution 2017-XX Approving MCE's Conflict of Interest Code
5. MCE Integrated Resource Plan (Discussion/Action)
6. Resolution 2017-XX Confirming and Updating Delegated Authority for Contracts and Power Procurements (Discussion/Action)
7. Update MCE Board Voting Shares (Discussion/Action)
8. MCE Headquarters Solar and Electric Vehicle Installation (Discussion)



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1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674

Board of Directors Meeting
Thursday, January 19, 2017
7:00 P.M.

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

Agenda Page 2 of 2

- 9. Customer Programs Update (Discussion)**
- 10. Board Member & Staff Matters (Discussion)**
- 11. Adjourn**



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