



Executive Committee Meeting

Friday, November 4, 2016

12:00 P.M.

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

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

Agenda Page 1 of 1

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from CEO (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 9.7.16 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 Draft Second Addendum to the Fourth Agreement with Troutman Sanders
 - C.4 Third Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc.
5. Charles F. McGlashan Advocacy Award (Discussion/Action)
6. Customer Programs - 2015 Multifamily Case Studies (Discussion)
7. Review Draft 11.17.16 Board Agenda (Discussion)
8. Committee Member & Staff Matters (Discussion)
9. Adjourn



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at djackson@mceCleanEnergy.org not less than four work days in advance of the event.

MCE
EXECUTIVE COMMITTEE MEETING
Wednesday, September 7, 2016
10:00 A.M.

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

Roll Call

Present:

Sloan Bailey, Town of Corte Madera
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere
Kate Sears, County of Marin

Absent:

Denise Athas, City of Novato
Tom Butt, Chair, City of Richmond

Staff:

Emily Fisher, Legal Counsel
David McNeil, Finance and Project Manager
Dawn Weisz, CEO

Action Taken:

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

- C.1 Approval of 8.3.16 Meeting Minutes**
- C.2 Monthly Budget Update**
- C.3 Marin Civil Grand Jury Web Transparency Response**

ACTION: It was M/S/C (Bailey/McCaskill) to approve Consent Calendar Items C.1 through C.3. Motion carried by 5-0 roll call vote ☺ Abstain on C.1: Bailey and Greene) (Absent: Athas and Butt).

Agenda Item #5 – Update on Community Choice Activity in California and Membership in the California Community Choice Association (Discussion/Action)

ACTION: It was M/S/C (Haroff/Greene) to approve Joining CalCCA as an Operational Member and Paying Required Dues. Motion carried by 5-2 roll call vote: (Absent: Athas and Butt).

Agenda Item #6 – Adjusting Time of Executive Committee Meetings (Discussion/Action)

No action was taken on this item; however, staff will prepare and send Doodle Poll to determine best day and time for meeting.

Agenda Item #7 – MCE Office and Potential Improvements (Discussion)

No action was required on this item.

Agenda Item #8 – Review Draft 9.29.16 Board Retreat Agenda (Discussion)

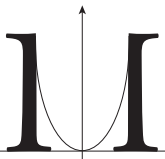
No action was required on this item.

The meeting was adjourned to the next Executive Committee Meeting on October 5, 2016.

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 August 31, 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
September 20, 2016



MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through August 31, 2016

	Actual - from April 1 through		YTD Budget	YTD Budget	YTD	Annual Budget	Budget
	August 31		(Amended)	Variance (Under)			
	2015/16	2016/17	2016/17	Over	Actual/Budget %	(Amended)	Remaining
				2016/17	2016/17	2016/17	2016/17
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 62,895,464	\$ 64,873,093	\$ 66,452,000	\$ (1,578,907)	97.62%	\$ 181,351,000	\$ 116,477,907
Grant Income	-	-	75,000	(75,000)	0.00%	75,000	75,000
Other revenue	382,378	274,099		274,099		-	(274,099)
TOTAL ENERGY REVENUE	63,277,842	65,147,192	66,527,000	(1,379,808)	97.93%	181,426,000	116,278,808
ENERGY EXPENSES							
Cost of energy	51,049,637	55,537,673	55,869,000	(331,327)	99.41%	159,033,000	103,495,327
Service fees- PG&E	348,483	380,523	407,100	(26,577)	93.47%	1,255,000	874,477
TOTAL ENERGY EXPENSES	51,398,120	55,918,196	56,276,100	(357,904)	99.36%	160,288,000	104,369,804
NET ENERGY EXPENSES	11,879,722	9,228,996	10,250,900	(1,021,904)		21,138,000	11,909,004
OPERATING EXPENSES							
Personnel	1,142,955	1,721,900	1,712,876	9,024	100.53%	5,376,000	3,654,100
Data manager	1,174,643	1,218,308	1,283,500	(65,192)	94.92%	3,674,000	2,455,692
Technical consultants	255,519	228,915	286,860	(57,945)	79.80%	762,000	533,085
Legal counsel	91,259	219,011	340,417	(121,406)	64.34%	817,000	597,989
Communications consultants and related expenses	264,926	573,419	396,250	177,169	144.71%	951,000	377,581
Other services	184,641	247,119	195,417	51,702	126.46%	469,000	221,881
General and administration	106,249	162,651	174,167	(11,516)	93.39%	418,000	255,349
Occupancy	54,145	154,650	140,833	13,817	109.81%	338,000	183,350
Integrated demand-side pilot programs	10,090	6,500	20,833	(14,333)	31.20%	50,000	43,500
Marin County green business program	-	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	-	22,100	14,583	7,517	0.00%	35,000	12,900
TOTAL OPERATING EXPENSES	3,284,427	4,554,573	4,575,736	(21,163)	99.54%	12,900,000	8,345,427
OPERATING INCOME (LOSS)	8,595,295	4,674,423	5,675,164	(1,000,741)	82.37%	8,238,000	3,563,577
NONOPERATING REVENUES (EXPENSES)							
Interest income	755	26,004	20,833	5,171	124.82%	50,000	23,996
Interest expense and financing costs	(30,937)	(32,515)	(130,415)	97,900	0.00%	(345,500)	(312,985)
Depreciation (supplemental)	(31,112)	(36,888)	(41,667)	4,779	88.53%	(100,000)	(63,112)
TOTAL NONOPERATING INCOME (EXPENSES)	(61,294)	(43,399)	(151,248)	107,849	28.69%	(395,500)	(352,101)
CHANGE IN NET POSITION	8,534,001	4,631,024	5,523,915	(892,891)	83.84%	7,842,500	3,211,476
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	(136,003)	(70,228)	(130,415)	60,187	53.85%	(383,000)	(312,772)
Depreciation (supplemental)	31,112	36,888	41,667	(4,779)	88.53%	100,000	63,112
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	(3,280,312)	(206,603)	(262,011)	55,408	78.85%	(456,263)	(249,660)
Net increase (decrease) in available fund balance	\$ 5,253,689	\$ 4,424,421	\$ 5,261,904	\$ (837,483)		\$ 7,386,237	\$ 2,961,816

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through August 31, 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	\$ 350,758	\$ 869,509	28.74%
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	<u>1,220,267</u>	<u>350,758</u>	<u>869,509</u>	<u>28.74%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through August 31, 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	<u>173,263</u>	<u>29,844</u>	<u>143,419</u>	<u>17.22%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	143,419		
Fund balance at beginning of period		<u>73,604</u>		
Fund balance at end of period		<u>\$ 217,023</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through August 31, 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:				
	<u>939,850</u>	<u>-</u>	<u>939,850</u>	<u>0.00%</u>
Net increase (decrease) in fund balance	<u>\$ (178,500)</u>	-		
Fund balance at beginning of period		<u>1,000,000</u>		
Fund balance at end of period		<u>\$ 1,000,000</u>		

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2016 through August 31, 2016

	Actual
Other services	
Audit	\$ 52,000
Accounting	44,000
IT Consulting	-
Human resources & payroll fees	29,230
Legislative consulting	39,375
Miscellaneous professional fees	109,807
	\$ 274,412
	\$ 274,412
 General and administration	
Data and telephone service	\$ 13,986
Meeting room rentals	525
Office equipment lease	2,439
Dues and subscriptions	82,072
Conferences and professional education	10,989
Travel	14,310
Business meals	4,587
Miscellaneous administration	4,453
Office supplies and postage	29,290
	\$ 162,651
	\$ 162,651



November 4, 2016

TO: MCE Executive Committee

FROM: Greg Brehm, Director of Power Resources

RE: Draft Second Addendum to the Fourth Agreement with Troutman Sanders, LLP (Agenda Item #04 – C.3)

ATTACHMENTS:

- A. Fourth Agreement with Troutman Sanders, LLP
- B. First Addendum to the Fourth Agreement with Troutman Sanders, LLP
- C. Proposed Second Addendum to the Fourth Agreement with Troutman Sanders, LLP

Dear Executive Committee Members:

SUMMARY:

Troutman Sanders, LLP provides legal services pertaining to new and existing power purchase agreements, including transaction support in drafting contracts and negotiating with counter parties. Troutman Sanders also works closely with MCE staff on the open season process and to develop template power purchase agreements for future use. Staff recommends amending the current contract to increase the maximum contract amount by \$100,000. This increase would allow for a maximum cost of \$340,000 with Troutman Sanders, LLP for energy transaction and related services performed in FY 2016/17. The primary reason for this amendment is the increased volume of contracting required this year for additional energy products in support of the recent MCE expansion. In the First Addendum to the Fourth Agreement, MCE negotiated an additional 5% discount off of services performed in excess of \$150,000, which is applicable to this Addendum.

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

Recommendation: Approve the Second Addendum to the Fourth Agreement with Troutman Sanders, LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

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

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Procurement;

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 **\$120,000**.

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. 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 that is 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. This indemnity is expressly subject to the terms and limits of Contractor's professional liability insurance which shall have a minimum annual coverage limit of \$50,000,000 per claim and \$100,000,000.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract 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: Stephen Hall

Address: 100 SW Main Street, Suite 1000

Portland, OR 97204

Email Address: stephen.hall@troutmansanders.com

Telephone No.: (503) 290-2336

20. ACKNOWLEDGEMENT OF EXHIBITS:

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

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

APPROVED BY

Marin Clean Energy:

By: [Signature]

CEO

Date: 3-17-16

By: [Signature]

Chairperson

Date: 3-17-16

CONTRACTOR:

By: [Signature]

Name: Stephen Hall

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: _____ Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal services to MCE as requested and directed by the CEO or the Director of Procurement related to: new and existing power purchase agreements; new and existing scheduling coordination and portfolio management agreements; and new and existing project development agreements, up to the maximum time/fees allowed under this Agreement. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

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:

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

All rates are subject to a 10 percent discount. Contractor shall bill MCE monthly. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication, or email.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$120,000** for the term of the Agreement.

**FIRST ADDENDUM TO FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

This FIRST ADDENDUM is made and entered into on August 3, 2016 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS LLP, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Procurement 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 \$120,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$120,000 for a total not to exceed \$240,000.

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 **\$240,000**.

2. The payment rates set forth in Exhibit B are hereby amended to read as follows:

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

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

All rates are subject to a 10 percent discount; provided, however, that the rates for services provided in 2016 after the total amount of services provided to MCE in 2016 exceeds \$150,000 will be subject to an additional discount of five percent. Contractor shall bill MCE monthly. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication, or email.

3. The last sentence 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 **\$240,000** for the term of the Agreement.

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

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

CONTRACTOR

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

This SECOND ADDENDUM is made and entered into on November 4, 2016 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS LLP, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Procurement dated March 17, 2016, amended on August 3, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement, as amended, obligated Contractor to be compensated an amount not to exceed \$240,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$100,000 for a total not to exceed \$340,000.

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 **\$340,000**.

2. The last sentence 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 **\$340,000** 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 Second Addendum on the day first written above.

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 4, 2016

TO: MCE Executive Committee

FROM: Alice Stover, Energy Efficiency Program Manager

RE: Proposed Third Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc. (Agenda Item #04 - C.4)

ATTACHMENTS: A. Fourth Agreement with Bevilacqua-Knight, Inc.
B. First Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc.
C. Second Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc.
D. Proposed Third Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc.

Dear Executive Committee Members:

SUMMARY:

Bevilacqua-Knight, Inc. provides technical support for the MCE energy efficiency program. The Fourth 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
- TASK 3: Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators

These services are crucial to meeting regulatory obligations associated with CPUC funding and to the development of the energy efficiency business plan application.

The proposed Amendment is intended to provide reporting assistance and update MCE's cost effectiveness showing to account for changes to measure baselines required by Assembly Bill 802 and to deemed measure savings for 2017. The proposed Amendment mostly impacts tasks 2 and 3. All tasks are expected to be completed by January 2017.

Fiscal Impacts: Costs related to the Fourth Agreement are included in the 2016/17 Energy Efficiency Program Fund Budget.

Recommendation: Approve the Proposed Third Addendum to the Fourth Agreement with Bevilacqua-Knight, Inc.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **April 20, 2016** 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 for the period of May 2016 through October 2016;

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 **\$9,240**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 20, 2016**, and shall terminate on **December 31, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: 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: Rich Mhyre

Address: 1000 Broadway, Suite 410

Oakland, CA 94607

Email Address: rmyhre@bki.com

Telephone No.: (510) 463-6109

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY
Marin Clean Energy:

By: [Signature]
CEO

Date: 4-20-16

CONTRACTOR:

By: [Signature]

Name: Brian Gitt

Date: April 22, 2016

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, up to the maximum time/fees allowed under this Agreement:

TASK 1: Attend CPUC PCG Reporting and Relevant Stakeholder Meetings

- Attend three (3) in-person full day PCG meetings on behalf of MCE and BayREN and split hours between the two programs
- 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
- Participate in six (6) 1-hour stakeholder coordination calls and meetings as directed by the CPUC and third party evaluators

TASK 2: Coordinate and Submit Regulatory Reporting to CPUC

- Review Quality Control (QC) reports and claims data from 2015; spend up to 20 hours prior to May 1 onboarding and training with MCE reporting lead
- Coordinate with MCE program leads to collect and perform QC on quarterly required data
- Support program leads in communicating data feedback to implementation partners
- Submit 2 quarterly reports to the CPUC on behalf of MCE via CEDARS
- Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests

**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	\$2,940 28 hours at average rate of \$105/hr.
TASK 2: Coordinate and Submit Regulatory Reporting to CPUC	\$6,300 60 hours at average rate of \$105/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 **\$9,240** for the term of the agreement.

**FIRST ADDENDUM TO FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND BEVILACQUA-KNIGHT, INC.**

This FIRST ADDENDUM is made and entered into on July 5, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and BEVILACQUA-KNIGHT, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide coordination of regulatory technical reporting across MCE programs for the period of May 2016 through October 2016 services as directed by MCE staff dated April 20, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$9,240 for the coordination of regulatory technical reporting across MCE programs for the period of May 2016 through October 2016 services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$15,760 for a total not to exceed \$25,000, in consideration for the amended scope of services as outlined in Exhibit A.

NOW, THEREFORE, the parties agree to modify Section 4, Exhibit A, 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 **\$25,000**.

2. Exhibit A is hereby amended to include the following additional scope of services, not to exceed the maximum amount as provided herein:

Task 3: Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators

- Update 2015 E3 calculators to reflect increased budget. Produce a draft E3 calculator for review by 7/8. Perform adjustments as requested by staff and provide a final E3 by 7/13.
- Conduct initial analysis ("Pre-Benchmarking") comparing MCE's deemed retrofits to aligned IOU/REN retrofit programs
- Update existing E3 Calculators to DEER 2016 Values, including summary list of which measures were changed
- Align existing E3 Calculators and baseline analysis with AB802 updates and recommendations for Deemed Measures, Early Retirement, Code Baseline, and Custom Measures. Ensure MCE's approach is in compliance with the

Rulemaking 13-11-005 Whitepaper on EE Baselines and make the necessary updates to the E3 Calculators

- Conduct follow-up analysis ("Post-Benchmarking") comparing MCE's deemed retrofits to aligned IOU/REN retrofit programs
- Upload/translate E3 Calculators into the Cost Effectiveness Tool (CET) per guidance provided by CPUC
- Coordinate with MCE staff on linked/related filing and upload requirements (i.e., Budget Placemats and Program Costs within CET submission)

3. Exhibit B is hereby amended to read as follows:

TASK 1:

Attend CPUC PCG Reporting and Relevant Stakeholder Meetings **\$2,940**
28 hours at average rate of \$105/hr.

TASK 2:

Coordinate and Submit Regulatory Reporting to CPUC **\$6,300**
60 hours at average rate of \$105/hr.

TASK 3:

Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators **\$15,760**
150 hours at average rate of \$105/hr.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$25,000 for the term of the agreement.

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

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

CONTRACTOR:

By: Richard Myhre

Date: July 13, 2016

MARIN CLEAN ENERGY:

By: [Signature]

Date: 7-5-16

**SECOND ADDENDUM TO FOURTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND BEVILACQUA-KNIGHT, INC.**

This SECOND ADDENDUM is made and entered into on September 9, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and BEVILACQUA-KNIGHT, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide coordination of regulatory technical reporting across MCE programs for the period of May 2016 through October 2016 services as directed by MCE staff dated April 20, 2016 ("Agreement") and amended July 5, 2016; and

WHEREAS the parties desire to further amend the Agreement to further define the scope of services as outlined in Exhibit A and adjust the fee schedule in Exhibit B;

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

AGREEMENT

1. The scope of services for Task 3 of Exhibit A is hereby amended to read as follows, not to exceed the maximum amount as provided herein:

Task 3: Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators

- Update 2015 E3 calculators to reflect increased budget. Produce a draft E3 calculator for review by 7/8. Perform adjustments as requested by staff and provide a final E3 by 7/13.
- Conduct initial analysis ("Pre-Benchmarking") comparing MCE's deemed retrofits to aligned IOU/REN retrofit programs
- Develop a methodology for cost effectiveness inputs
- Update existing E3 Calculators to DEER 2016 Values, including summary list of which measures were changed
- Consolidate/update 2015 and 2016 E3s, including 36 missing measures
- Confirm/reference deemed measures to READI/Workpapers
- Align existing E3 Calculators and baseline analysis with AB802 updates and recommendations for Deemed Measures, Early Retirement, Code Baseline, and Custom Measures. Ensure MCE's approach is in compliance with the Rulemaking 13-11-005 Whitepaper on EE Baselines and make the necessary updates to the E3 Calculators
- Conduct follow-up analysis ("Post-Benchmarking") comparing MCE's deemed retrofits to aligned IOU/REN retrofit programs
- Upload/translate E3 Calculators into the Cost Effectiveness Tool (CET) per guidance provided by CPUC
- Coordinate with MCE staff on linked/related filing and upload requirements (i.e., Budget Placemats and Program Costs within CET submission)

2. Exhibit B is hereby amended to read as follows:

TASK 1:

Attend CPUC PCG Reporting and Relevant Stakeholder Meetings **\$3,990**
38 hours at
average rate
of \$105/hr.

TASK 2:

Coordinate and Submit Regulatory Reporting to CPUC **\$7,875**
75 hours at
average rate
of \$105/hr.

TASK 3:

**Conduct Analysis of IOU/REN Retrofit Programs and Update E3
Calculators** **\$13,135**
125 hours at
average rate
of \$105/hr.

**In no event shall the total cost to MCE for the services provided herein exceed
the maximum sum of \$25,000 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 Second Addendum on the day first written above.

CONTRACTOR:

By: 

Date: Sept. 20, 2016

MARIN CLEAN ENERGY:

By: 

Date: 9-9-16

This THIRD ADDENDUM is made and entered into on November 4, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and BEVILACQUA-KNIGHT, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide coordination of regulatory technical reporting across MCE programs as directed by MCE staff dated April 20, 2016 ("Agreement"), amended July 5, 2016, and further amended September 9, 2016; and

WHEREAS the parties desire to further amend the Agreement by correcting a recital to clarify the reporting period for the length of the agreement; and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$25,000 for the coordination of regulatory technical reporting across MCE programs described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$14,600 for a total not to exceed \$39,600, in consideration for the amended scope of services as outlined in Exhibit A; and

WHEREAS the parties desire to further amend the Agreement to further define the scope of services as outlined in Exhibit A and adjust the fee schedule in Exhibit B; and

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

AGREEMENT

1. The first recital paragraph is hereby amended and restated in its entirety as follows:

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

2. 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 **\$39,600**.

3. Section 5 is hereby amended to read as follows:

TIME OF AGREEMENT:

This Agreement shall commence on **April 20, 2016**, and shall terminate on **January 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.

4. Exhibit A – Scope of Services is hereby amended as follows:
 - a. Under Task 2, "Coordinate and Submit Regulatory Reporting to CPUC," the third bulleted item shall be amended to read:

- **Submit 3 quarterly reports to the CPUC on behalf of MCE via CEDARS**

b. Under Task 3, “**Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators**,” a new bulleted item shall be added to the list of items as follows:

- **Update Cost-Effectiveness showing to reflect changes to the Business Plan**

5. Exhibit B is hereby amended as follows:

a. The following additional items of cost shall be added to Tasks 2 and 3, respectively:

- **Coordinate and Submit Regulatory Reporting to CPUC** **\$9,475**
90 hours at
average rate of
\$105/hr.
- **Conduct Analysis of IOU/REN Retrofit Programs and Update E3 Calculators** **\$26,135**
249 hours at
average rate of
\$105/hr.

b. The last sentence in Exhibit B is hereby amended as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$39,600 for the term of the agreement.

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

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 4, 2016

TO: MCE Executive Committee

FROM: Alexandra McGee, Community Power Organizer

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

Dear Executive Committee Members:

SUMMARY:

The Charles F. McGlashan Advocacy Award was established to recognize individuals and organizations who have demonstrated passion, dedication, and leadership on behalf of MCE. The annual award also honors and commemorates the life and legacy of environmental leadership left behind by former founding MCE Chairman Charles F. McGlashan.

Recipients of the award are recognized with a ceremony held at a regular meeting of the MCE Board of Directors. Recipients will also have their names inscribed on a plaque that shares other awardee names and is displayed outside the Charles McGlashan Room at the MCE offices. The recipient will be recognized in MCE's e-newsletter, online blog and social media.

It is the responsibility of the Executive Committee to review nominations and select which advocate will be recognized with the Charles F. McGlashan Advocacy award.

To date, the Charles F. McGlashan Advocacy Award has been awarded to Barbara George of Women's Energy Matters in 2011, The Mainstreet Moms in 2012, Lea Dutton of the San Anselmo Quality of Life Commission in 2013, Doria Robinson of Urban Tilth in 2014, and Constance Beutel of Benicia's Community Sustainability Commission in 2015.

This year's Charles F. McGlashan Advocacy Award nominations include Sustainable Napa County, Maria Gastelumendi from the Rising Loafer in Lafayette, and Doug Wilson from the Marin Conservation League.

NOMINATIONS:

Sustainable Napa County

As a cornerstone of sustainability, Sustainable Napa County (SNC) has played a key role in Napa County's smooth transition to MCE. When unincorporated Napa County voted to join MCE in 2015, SNC was an early supporter of the County's decision. Then, when a new inclusion period became available in 2016, SNC was instrumental in arranging and attending meetings to introduce MCE to the City and Town Councils of American Canyon, Napa, Yountville, St. Helena, and Calistoga. Due in no small part to SNC's endorsement of MCE, these Councils would later go on to vote to join MCE.

In both the 2015 and 2016 enrollments, SNC participated in MCE's Community Leader Advisory Group to guide MCE's community outreach and messaging. This included providing valuable feedback on outreach materials, helping connect customers to appropriate MCE staff, and providing feedback for the development of MCE's Energy Efficiency programs to better serve Napa County customers.

SNC has continued to actively connect MCE to outreach opportunities, even co-presenting with MCE on KVON 1440 AM in September 2016. They also co-sponsored community workshops, like one in August 2016 specifically for solar installers to learn about MCE's Net Energy Metering program. SNC continues to send out information about MCE via their e-newsletter, is one of the newest members of MCE's Community Power Coalition, and recently has been in early discussions about how to promote Deep Green opt-ups throughout the County.

Maria Gastelumendi from the Rising Loafer Bakery and Café, Lafayette

Maria Gastelumendi owns The Rising Loafer Bakery and Café in downtown Lafayette and encouraged the Lafayette City Council to vote to join MCE in February and March 2016. An active businesswoman and environmental advocate, Maria is known around Lafayette as a resource for issues of sustainability. The Rising Loafer Café was one of the first Deep Green Champions in Lafayette, an accolade to compliment its Green Business Certification, its Pollution Prevention Award, and its CoolCalifornia Small Business Award from the EPA.

Maria generously agreed to feature her business on MCE's enrollment notices and other public announcements. A 25.5"x33" poster board in the dining room explains MCE and the new energy options available in Lafayette. When people pay for their bill, Maria gives them an MCE pen to sign the receipt, and takes advantage of every opportunity to tell people about MCE. Maria has been an important member of the Lafayette Community Leader Advisory Group, is an active environmental advocate, and is a worthy addition to the MCE advocacy nominations.

Doug Wilson from the Marin Conservation League

Doug Wilson co-chairs Marin Conservation League's (MCL) Climate Action Plan Working Group. In November 2015, MCL sent a letter to the CPUC opposing the proposed 95% increase of PG&E's Power Charge Indifference Adjustment (PCIA) and spoke in opposition during public comment. When the CPUC filed its PCIA workshop reports saying that the recommended reforms were "outside the scope of the current proceeding," MCL sent another letter asking the CPUC for a new venue to consider these reforms and Doug spoke once again during the public comment period.

Since then, MCL has joined MCE's Community Power Coalition and Doug attends the bi-monthly calls. In July, MCL requested a presentation on MCE's Deep Green option. The MCL Board then endorsed increasing Deep Green enrollments in Marin County as an organizational priority. In September, Doug spoke to that effect on 90.5 KWMR Point Reyes Radio. Doug continues to be involved in the development of a Deep Green campaign in Marin County.

FISCAL IMPACT: None

RECOMMENDATION: Select the 2016 recipient of the Charles F. McGlashan Advocacy Award to be presented at the November 2016 regular meeting of the MCE Board of Directors.



MCE
Multifamily Program

Energy Efficiency Programs



Available to **Market rate** and **affordable** multi-family properties in **all member communities**

Multifamily

Offerings



- No cost **energy assessments** (valued at \$3,000-\$5,000; max deposit \$500 reimbursed at completion)
- No cost **technical assistance** to solicit bids and develop scope of work
- **Rebates** average 20-60% of total project cost
- No cost **direct install** measures for tenant units (valued at \$25 per unit)
- Post-project **quality assurance**
- Minimum 1 year **contractor warranty**

1

- Complete Online Questionnaire

2

- Submit Intent to Proceed & Good Faith Deposit

3

- Schedule Assessment

4

- Finalize Scope, Secure Financing & Hire Contractors

5

- Complete Construction & Direct Install

6

- Schedule Site Verification

7

- Receive Rebate from MCE within 2 Weeks of Project Sign-off

Program Process

Case Study



Tiburon, Novato & San Rafael



206

Total units served

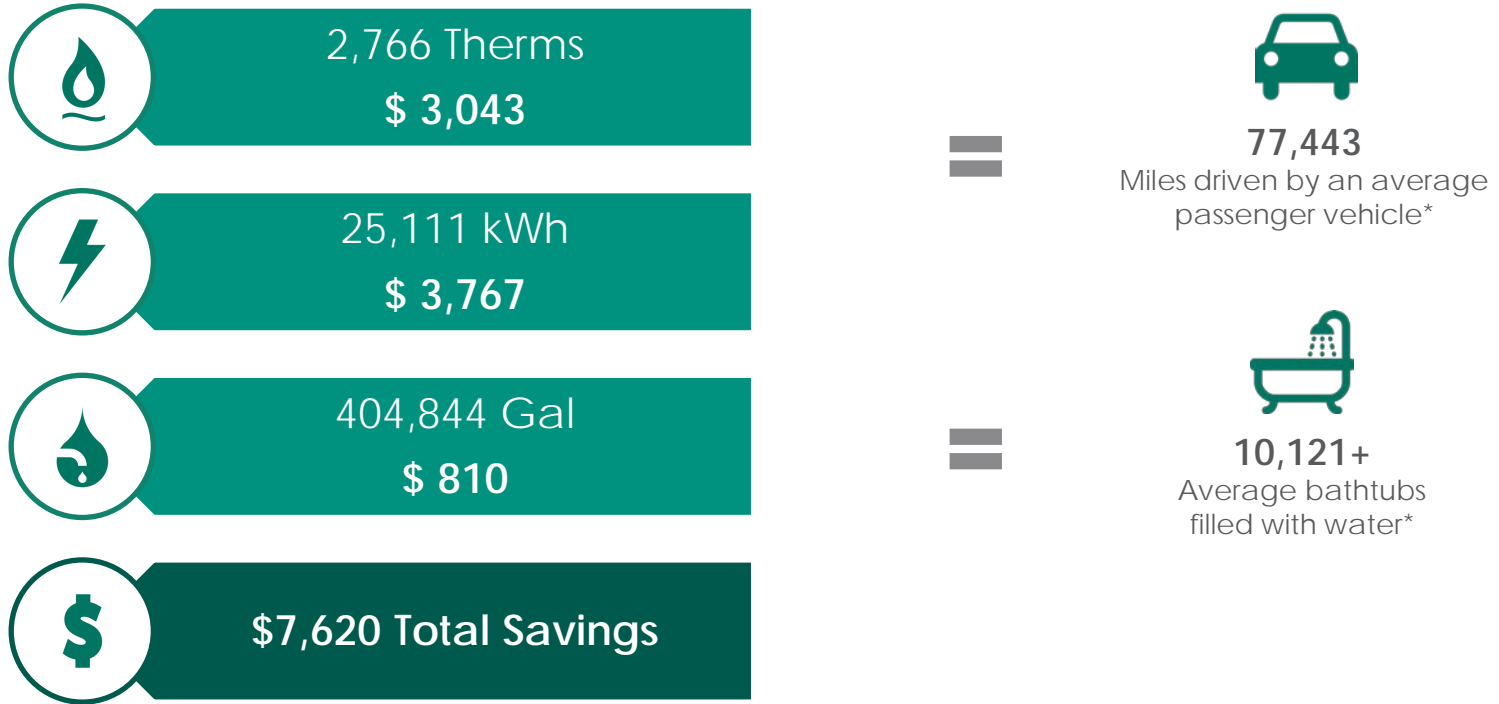


•\$13,200

•Total Rebates

EAH

Affordable
Housing



*EPA

EAH Estimated Annual Savings

Case Study



San Rafael
Manor
HOA



San Rafael



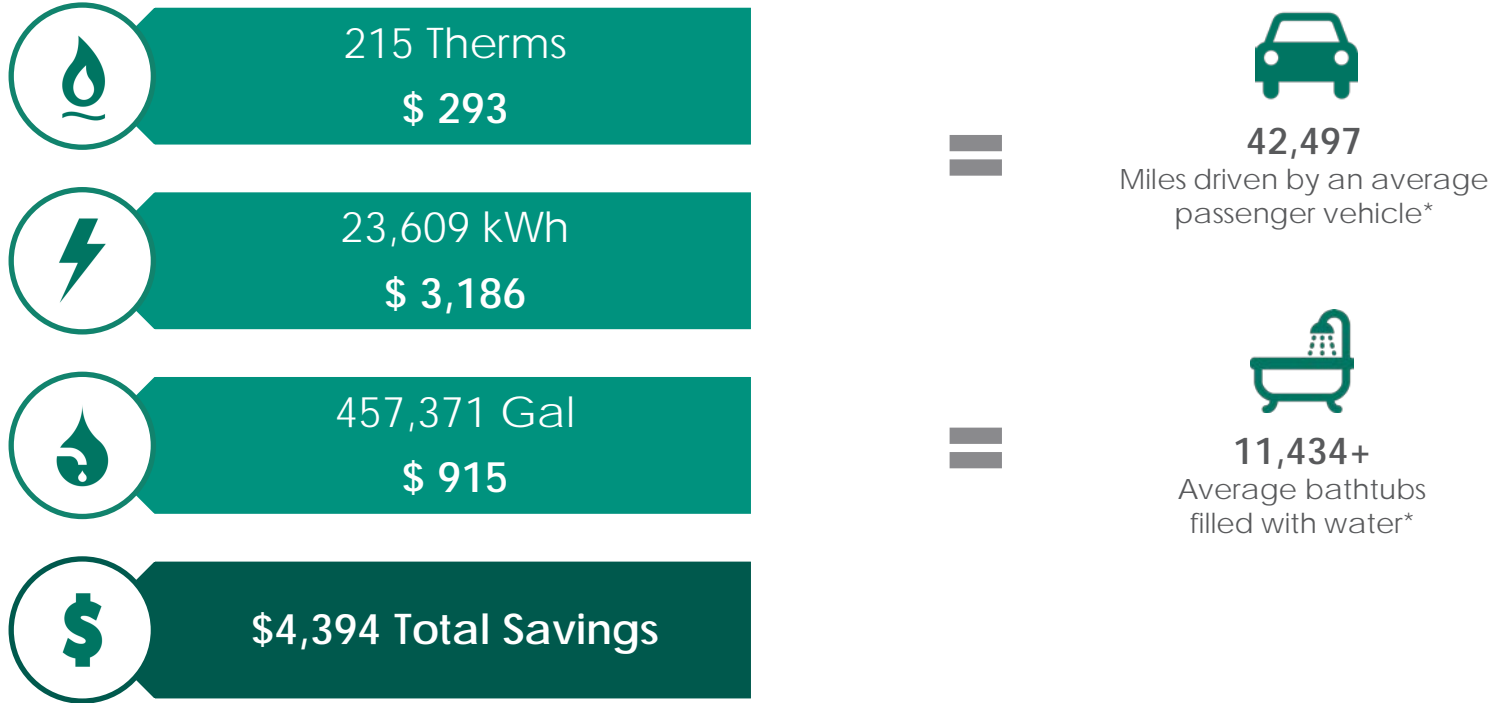
160

Total units served



•\$3,417

•Total Rebates



*EPA

San Rafael Manor Estimated Annual Savings

Case Study



Drotman
Properties
Market Rate



San Rafael & San Quentin



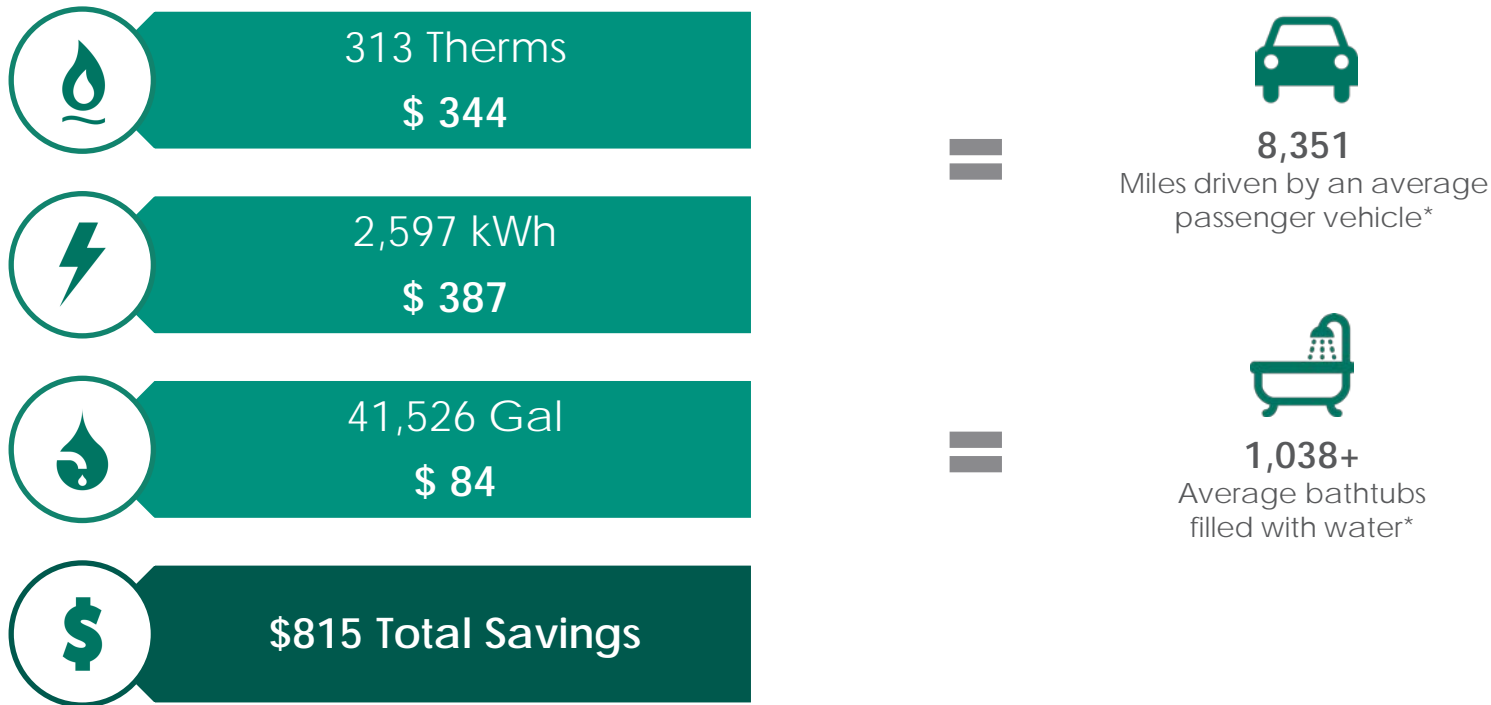
12

Total units served



•\$1,155

•Total Rebates



*EPA

Drotman Properties Estimated Annual Savings

Thank You!

Meaghan Doran

Energy Efficiency Program Manager

mdoran@mceCleanEnergy.org

(415) 464-6039





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
mceCleanEnergy.org

DRAFT

Board of Directors Meeting
Thursday, November 17, 2016
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 9.29.16 Board Retreat Meeting Minutes
 - C.2 Approved Contracts Update
5. Charles F. McGlashan Advocacy Award (Discussion/Action)
6. Resolution 2016-09 Approving Power Purchase and Sale Agreement between MCE and Terra Gen Voyager Wind (Discussion/Action)
7. Resolution 2016-10 Approving Power Purchase and Sale Agreement between Terra Gen MW Wind (Discussion/Action)
8. Resolution 2016-11 Approving Power Purchase and Sale Agreement between Terra Gen Legacy Wind (Discussion/Action)



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**Board of Directors Meeting
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Agenda Page 2 of 2

- 9. Resolution 2016-12 Approving Third Amendment to River City Bank Revolving Credit Agreement in the Principal Amount of \$20,000,000 (Discussion/Action)
- 10. Update on Fourth Addendum with Noble Energy Americas (Discussion)
- 11. Customer Programs – 2015 Multifamily Case Studies (Discussion)
- 12. Communications Update (Discussion)
- 13. Update on CPUC Power Charge Indifference Adjustment Vintaging Decision (Discussion)
- 14. Board Member & Staff Matters (Discussion)
- 15. Adjourn



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