



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA
OAKLEY | PINOLE | PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

Agenda Page 1 of 2

Executive Committee Meeting Friday, November 3, 2017 12:00 P.M.

**The City of Concord
Permit Center Conference Room
1950 Parkside Drive
Concord, CA 94519**

Remote location:

MCE Barbara George Room, 1125 Tamalpais Avenue, San Rafael, CA 94901

CLOSED SESSION

Conference with Real Property Negotiations (Government § 54956.8) (Discussion/Action)

Property:	2300 Clayton Road, Suite 1150, Concord, CA
Agency Negotiator:	Sarah Estes-Smith
Negotiating Party:	BOF CA One Concord Center, LLC
Under Negotiation:	Price and Terms of Payment

OPEN SESSION

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 10.6.17 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 First Amendment to Fifth Agreement with AEA



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.



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- C.4 Seventh Agreement with CESC
- C.5 Second Amendment to First Agreement with TEAA

- 5. Customer Programs Overview (Discussion)
- 6. Workforce & Supplier Diversity Policy (Discussion)
- 7. California Community Choice Policy Engagement (Discussion/Action)
- 8. Fiscal Year 2017/18 Operating Fund Budget Amendment (Discussion/Action)
- 9. Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)
- 10. Review Draft 11.16.17 Board Agenda (Discussion)
- 11. Board Member & Staff Matters (Discussion)
- 12. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, October 6, 2017

12:00 P.M.

**City of Concord, Garden Room Conference Center
1950 Parkside Drive, Permit Center Conference Room
Concord, CA**

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

Roll Call

Present:

Sloan Bailey, Town of Corte Madera
Edi Birsan, City of Concord
Lisa Blackwell, Town of Danville
Tom Butt, City of Richmond (Committee Chair)
Federal Glover, County of Contra Costa
Ford Greene, Town of San Anselmo
Kate Sears, County of Marin
Dave Trotter, Town of Moraga

Absent:

Denise Athas, City of Novato
Barbara Coler, Town of Fairfax
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere

Staff:

Greg Brehm, Director of Power Resources
Carol Dorsett, Human Resources Associate
Sarah Estes-Smith, Director of Internal Operations
Katie Gaier, Manager of Human Resources
Darlene Jackson, Board Clerk
Beth Kelly, General Counsel
JR Killigrew, Community Development Manager
David McNeil, Manager of Finance
Beckie Menten, Director of Customer Programs
Miriam Makhyoun, Power Supply Contracts Manager
Lindsay Saxby, Power Supply Contracts Manager
Dawn Weisz, CEO

Action Taken:

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

- C.1 9.1.17 Meeting Minutes
- C.2 Authorize Amendment to First Agreement with SDG Architects, Inc.

ACTION: It was M/S/C (Bailey/Birsan) to **approve Consent Calendar items**. Motion carried by unanimous vote. (Abstain: Directors Birsan, Blackwell, Glover and Trotter abstained on C.1). (Absent: Directors Athas, Coler, Haroff and McCaskill).

Agenda Item #5 – Monthly Budget Update (Discussion)

No action was required.

Agenda Item #6 – Customer Programs Building Energy Optimization Grant Update and Proposed First Agreement with TerraVerde Renewable Partners, LLC (Discussion/Action)

ACTION: It was M/S/C (Trotter/Bailey) to **approve the First Agreement with TerraVerde Renewable Partners, LLC in the amount of \$1,417,349 and authorize MCE staff to make any necessary technical or non-material revisions to provisions to the Agreement as needed**. Motion carried by unanimous roll call vote. (Absent: Directors Athas, Coler, Haroff and McCaskill).

Agenda Item #7 – MCE Call Center Training and Office in Pittsburg (Discussion)

ACTION: No action was required.

Agenda Item #8 – CalCCA Participation (Discussion/Action)

CEO Weisz and Finance Manager, David McNeil introduced this item and responded to questions from the Board. Also, Ms. Weisz explained that the dues structure just established by CalCCA as part of their annual meeting resulted in an increase in dues from all 13 Operating Members, and MCE's allocation will be \$100,000 rather than \$75,000.

ACTION: It was M/S/C (Birsan/Bailey) to **authorize payment of base dues to CalCCA for CalCCA's Fiscal Year 2017-2018 in an amount not to exceed \$100,000**. Motion carried by 6-0 vote. (Absent: Directors Athas, Coler, Greene [Item #8 vote], Haroff and McCaskill).

Agenda Item #9 – New MCE Staff Positions (Discussion/Action)

ACTION: It was M/S/C (Bailey/Blackwell) to **approve the proposed job description and salary range for Item #9A, Chief Operating Officer, to approve the proposed job description and salary range for Item #9B, Data Analyst, and to approve the proposed job description and salary range for Item #9C, Manager of Compliance Operations.** Motion carried by unanimous vote. (Absent: Directors Athas, Coler, Haroff and McCaskill).

Agenda Item #10 – MCE Contra Costa Office Update (Discussion)

ACTION: No action was required.

Agenda Item #11 – Review Draft 10.19.17 Board Agenda (Discussion)

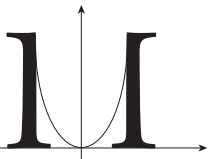
ACTION: No action was required.

The meeting was adjourned to the next scheduled Executive Committee Meeting on November 3, 2017.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



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

Financial Plumbline

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 September 30, 2017, 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
October 19, 2017



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through September 30, 2017**

	Actual - from April 1 through September 30		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Budget Variance (Under)Over %	Annual Budget (Amended)	Budget Remaining
	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 80,793,964	\$ 110,615,538	\$ 115,647,629	\$ (5,032,091)	-4.35%	\$ 209,162,000	\$ 98,546,462
Other revenue	145,129	39,095	5,000	34,095	681.90%	10,000	(29,095)
TOTAL ENERGY REVENUE	<u>80,939,093</u>	<u>110,654,633</u>	<u>115,652,629</u>	<u>(4,997,996)</u>	-4.32%	<u>209,172,000</u>	<u>98,517,367</u>
ENERGY EXPENSES							
Cost of energy	68,097,144	95,414,688	96,181,410	(766,722)	-0.80%	183,194,000	87,779,312
TOTAL ENERGY EXPENSES	<u>68,097,144</u>	<u>95,414,688</u>	<u>96,181,410</u>	<u>(766,722)</u>	-0.80%	<u>183,194,000</u>	<u>87,779,312</u>
NET ENERGY REVENUE	<u>12,841,949</u>	<u>15,239,945</u>	<u>19,471,219</u>	<u>(4,231,274)</u>		<u>25,978,000</u>	
OPERATING EXPENSES							
Personnel	2,095,054	2,586,598	3,292,000	(705,402)	-21.43%	6,584,000	3,997,402
Data manager	1,522,699	1,802,008	1,894,742	(92,734)	-4.89%	3,794,000	1,991,992
Service fees- PG&E	457,311	686,656	742,623	(55,967)	-7.54%	1,487,000	800,344
Technical and scheduling services	278,915	336,890	389,433	(52,543)	-13.49%	806,000	469,110
Legal counsel	326,849	265,727	402,000	(136,273)	-33.90%	804,000	538,273
Communications services and related expenses	645,888	389,295	985,500	(596,205)	-60.50%	1,971,000	1,581,705
Other services	234,291	339,953	740,500	(400,547)	-54.09%	1,481,000	1,141,047
General and administration	216,258	266,458	339,000	(72,542)	-21.40%	678,000	411,542
Occupancy	190,133	237,125	344,500	(107,375)	-31.17%	689,000	451,875
Integrated demand-side pilot programs	6,500	19,125	107,500	(88,375)	-82.21%	215,000	195,875
Marin County green business program	-	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	22,100	31,200	20,000	11,200	56.00%	40,000	8,800
TOTAL OPERATING EXPENSES	<u>5,995,998</u>	<u>6,961,035</u>	<u>9,267,798</u>	<u>(2,306,763)</u>	-24.89%	<u>18,559,000</u>	<u>11,597,965</u>
OPERATING INCOME (LOSS)	<u>6,845,951</u>	<u>8,278,910</u>	<u>10,203,421</u>	<u>(1,924,511)</u>		<u>7,419,000</u>	
NONOPERATING REVENUES							
Grant Income			-	-	0.00%	713,000	713,000
Interest income	33,442	126,486	65,000	61,486	94.59%	130,000	3,514
TOTAL NONOPERATING REVENUES	<u>33,442</u>	<u>126,486</u>	<u>65,000</u>	<u>61,486</u>		<u>843,000</u>	<u>716,514</u>
NONOPERATING EXPENSES							
Interest expense and financing costs	33,515	40,000	168,000	(128,000)	-76.19%	168,000	128,000
Depreciation (supplemental)	44,702	54,500	60,500	(6,000)	-9.92%	121,000	66,500
TOTAL NONOPERATING EXPENSES	<u>78,217</u>	<u>94,500</u>	<u>228,500</u>	<u>(134,000)</u>		<u>289,000</u>	<u>194,500</u>
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(44,775)</u>	<u>31,986</u>	<u>(163,500)</u>	<u>195,486</u>	-119.56%	<u>554,000</u>	
CHANGE IN NET POSITION	<u>6,801,176</u>	<u>8,310,896</u>	<u>10,039,921</u>	<u>(1,729,025)</u>		<u>7,973,000</u>	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	78,283	126,699	372,000	(245,301)	-65.94%	744,000	617,301
Depreciation (supplemental)	(44,702)	(54,500)	(60,500)	6,000	-9.92%	(121,000)	(66,500)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-		-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	0.00%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>1,206,581</u>	<u>258,199</u>	<u>497,500</u>	<u>(239,301)</u>	-48.10%	<u>809,000</u>	<u>550,801</u>
Net increase (decrease) in available fund balance	<u>\$ 5,594,595</u>	<u>\$ 8,052,697</u>	<u>\$ 9,542,421</u>	<u>\$ (1,489,724)</u>		<u>\$ 7,164,000</u>	

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through September 30, 2017**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,691,000	\$ 583,665	\$ 1,107,335	34.52%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>68,926</u>	<u>1,681,074</u>	<u>3.94%</u>
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>652,591</u>	<u>2,788,409</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	583,665	1,107,335	34.52%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>68,926</u>	<u>1,681,074</u>	<u>3.94%</u>
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>652,591</u>	<u>2,788,409</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through September 30, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	<u>186,000</u>	<u>16,772</u>	<u>169,228</u>	<u>9.02%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	169,228		
Fund balance at beginning of period		-		
Fund balance at end of period		<u>169,228</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through September 30, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Other proceeds *	\$ 800,000	\$ 777,962	\$ 761,350	97.25%
Transfer from Operating Fund	-	-	-	N/A
Total revenue and other sources	<u>\$ 800,000</u>	<u>\$ 777,962</u>	<u>\$ 761,350</u>	
EXPENDITURES AND OTHER USES:	<u>225,000</u>	<u>-</u>	<u>225,000</u>	<u>0.00%</u>
Net increase (decrease) in fund balance	<u>\$ 575,000</u>	777,962		
Fund balance at beginning of period		443,721		
Fund balance at end of period		<u>\$ 1,221,683</u>		

*Other proceeds relate to the transfer of the Solar One project.

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE

April 1, 2017 through September 30, 2017

	<u>Actual</u>
Other services	
Audit	\$ 36,496
Accounting	74,232
IT Consulting	51,250
Human resources & payroll fees	4,177
Miscellaneous professional fees	173,798
	<u> </u>
Other services	<u><u>\$ 339,953</u></u>
 General and administration	
Data and telephone service	\$ 17,894
Meeting room rentals	1,416
Office equipment lease	2,842
Dues and subscriptions	89,345
Conferences and professional education	30,055
Travel	35,842
Business meals	5,301
Interest and late fees	1,143
Miscellaneous administration	56,416
Office supplies and postage	26,204
	<u> </u>
General and administration	<u><u>\$ 266,458</u></u>



November 3, 2017

TO: MCE Executive Committee

FROM: Grace Peralta, Residential Program Manager

RE: Proposed First Amendment to the Fifth Agreement with the Association for Energy Affordability (AEA) (Agenda Item #04 - C.3)

ATTACHMENTS: A. Fifth Agreement with AEA
B. Proposed First Amendment to the Fifth Agreement with AEA

Dear Executive Committee Members:

SUMMARY:

The proposed First Amendment to the Fifth Agreement with Association for Energy Affordability (AEA) would allow for AEA to provide a continuation of services to MCE for implementation of the Multifamily Energy Savings Program, Low-Income Families and Tenants (LIFT) Pilot Program and the MCE Commercial Energy Savings Program.

Background

MCE has been contracting with AEA for support of its Multifamily Energy Savings Program since October of 2012. On December 2, 2016 MCE entered into the Fifth Agreement with AEA for the continuation of multifamily energy savings services through December 31, 2017.

The proposed First Amendment to the Fifth Agreement outlines a program implementation budget of \$322,066 from November 1, 2017 through December 31, 2018. The increase in the 2017 budget would cover upgrades to the multifamily program data tracking and reporting system. The budget for 2018 incorporates the launch of the LIFT Pilot Program and the expansion of the small commercial program to include whole-building projects.

Fiscal Impacts: Expenditures related to the proposed Amendment would be funded completely from both the energy efficiency and low-income program funds allocated by the CPUC.

Recommendation: Approve the proposed First Amendment to the Fifth Agreement with the Association for Energy Affordability.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **December 2, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency 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 **\$150,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 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

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
MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	contracts@mcecleanenergy.org
Telephone No.:	(415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor:	Andrew Brooks
Address:	5900 Hollis St, Suite R2
	Emeryville, CA 94608
Email Address:	abrooks@aea.us.org
Telephone No.:	(510) 431-1791

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	ACB
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	ACB

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.


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


APPROVED BY

Marin Clean Energy:

CONTRACTOR:

By: 
CEO
Date: 12-2-16

By: 
Chairperson
Date: 12-2-16

By: 
Name: Andrew Brooks
Date: 12/8/2016

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 technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency Programs, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS

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

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

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

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, Contractor shall bill in .25-hour increments. MCE shall pay the Contractor in accordance with the following fees/payment schedule:

2017 Billing Rates	Hourly Rate
Director	\$165.00
Senior Analyst	\$150.00
Analyst	\$130.00

2017 Budget Categories	Total
Administration	\$8,133
Direct Implementation Non-Incentives	\$130,083
Incentives	\$8,034
Marketing, Education & Outreach	\$3,750
Total Not-to-Exceed (NTE):	\$150,000

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$150,000** for the term of the agreement.

**FIRST AMENDMENT TO FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY
AFFORDABILITY (AEA)**

This FIRST AMENDMENT is made and entered into on November 3, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency Programs as directed by MCE staff dated December 2, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$150,000 for the technical consulting services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$172,066 for the amended scope as provided in Exhibit A, for a total consideration not to exceed \$322,066.

WHEREAS, Section 5 the Agreement stated the Agreement shall terminate on December 31, 2017; and

WHEREAS the parties desire to further amend the Agreement to extend the time of the Agreement;

NOW, THEREFORE, the parties agree to modify Section 4, Section 5, 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 **\$322,066**.

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

TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2017**, and shall terminate on **December 31, 2018**. 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.

3. Exhibit A is hereby amended and replaced in its entirety to read as follows:

Contractor will provide the following technical consulting services for MCE's Multifamily Energy Savings, Low-Income Families and Tenants Pilot (LIFT), and Commercial Energy Savings Programs, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

MULTIFAMILY ENERGY SAVINGS PROGRAM

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

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

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EVALUATION MEASUREMENT & VERIFICATION (EM&V) PROCESS:

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

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

#6: ENERGY ORBIT DATABASE MANAGEMENT AND DEVELOPMENT:

Contractor will facilitate and oversee the development of the Energy Orbit (eO) data management system to manage the Multifamily Energy Savings and Commercial Energy Savings programs under this agreement.

LOW-INCOME FAMILIES AND TENANTS PILOT PROGRAM (LIFT)

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

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

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

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

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

#6: ENERGY ORBIT DATABASE MANAGEMENT AND DEVELOPMENT:

Contractor will facilitate and oversee the development of the Energy Orbit (eO) data management system to manage the Multifamily Energy Savings and Commercial Energy Savings programs under this agreement.

COMMERCIAL ENERGY SAVINGS PROGRAMS

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

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

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

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

4. Exhibit B is hereby amended and replaced in its entirety to read as follows:

For services provided under this agreement, Contractor shall bill in .25-hour increments. MCE shall pay the Contractor in accordance with the following fees/payment schedule:

2017 Billing Rates	Hourly Rate
Director	\$175.00
Senior Program Manager	\$165.00
Program Manager	\$150.00
Associate Program Manager	\$135.00
Senior Energy Analyst	\$165.00
Energy Analyst II	\$150.00
Energy Analyst	\$140.00
Office Manager	\$125.00

Program	Budget Categories	2017 Amendment	2018	2017 + 2018
Multifamily Program	Administration		\$ 20,000.00	\$ 20,000.00
	Direct Implementation Non-Incentives		\$ 109,250.00	\$ 109,250.00
	Energy Orbit Database License	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00

	Energy Orbit Database Support	\$ 3,400.00	\$ 5,950.00	\$ 9,350.00
	Energy Orbit Database Maintenance and development	\$ 28,080.00	\$ 28,080.00	\$ 56,160.00
	Marketing, Education & Outreach		\$ 5,750.00	\$ 5,750.00
TOTAL MF		\$ 34,480.00	\$ 172,030.00	\$ 206,510.00
LIFT Program	Administration		\$ 7,200.00	\$ 7,200.00
	Direct Implementation Non-Incentives	\$ 13,333.00	\$ 70,400.00	\$ 83,733.00
	Marketing, Education & Outreach		\$ 2,400.00	\$ 2,400.00
TOTAL LIFT		\$ 13,333.00	\$ 80,000.00	\$ 93,333.00
Commercial Program	Administration		\$ 3,125.00	\$ 3,125.00
	Direct Implementation Non-Incentives	\$ 6,600.00	\$ 12,498.00	\$ 19,098.00
TOTAL COMM		\$ 6,600.00	\$ 15,623.00	\$ 22,223.00
Total Not-to-Exceed (NTE):		\$ 322,066.00		

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$322,066** for the term of the Agreement.

5. 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:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



November 3, 2017

TO: MCE Executive Committee

FROM: Joey Lande, Customer Programs Manager

RE: Proposed Seventh Agreement with Community Energy Services Corporation (CESC) (Agenda Item #04 – C.4)

ATTACHMENT: Proposed Seventh Agreement with CESC

Dear Executive Committee Members:

SUMMARY:

The proposed Seventh Agreement with Community Energy Services Corporation (CESC) would provide a continuation of services to MCE for implementation of the small commercial energy efficiency program.

Background

MCE has been contracting with CESC for support of its small commercial energy efficiency program since November of 2012. On March 3, 2017, MCE entered into the Sixth Agreement with CESC for the continuation of small commercial energy efficiency services through December 31, 2017.

The proposed Seventh Agreement outlines a program implementation budget of \$105,180 from January 1 through June 30, 2018 and includes a performance incentive and fee structure which incorporates savings goals of 549,021 kWh and 1,052 therms. A performance incentive kicker is available to CESC when energy efficiency projects are successfully completed.

Fiscal Impacts: Expenditures related to the proposed Agreement would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Approve the proposed Seventh Agreement with Community Energy Services Corporation.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

THIS SEVENTH AGREEMENT ("Agreement") is made and entered into this day **November 3, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and COMMUNITY ENERGY SERVICES CORPORATION (CESC), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: technical services to support MCE's Small Commercial Energy Efficiency Program;

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

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by 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 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 **\$105,180**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2018**, and shall terminate on **June 30, 2018**. 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 IF CHECKED ☐)

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:

Except or unless as otherwise specified in Exhibit A, 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. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

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 business 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 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- 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).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

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 applicable 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 Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; 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 to:

Email Address:	invoices@mcecleanenergy.org
----------------	-----------------------------

All other notices shall be given to MCE at the following location:

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
--------------	-----------------------

San Rafael, CA 94901

Email Address:	contracts@mcecleanenergy.org
----------------	------------------------------

Telephone No.:	(415) 464-6027
----------------	----------------

Notices shall be given to Contractor at the following address:

Contractor:	Martin Bond
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Address:	1013 Pardee Street
----------	--------------------

Berkeley, CA 94710

Email Address:	martin@ebenergy.org
----------------	---------------------

Telephone No.:	(510) 981-7757
----------------	----------------

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 IF CHECKED ☐)

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:

CONTRACTOR:

By: _____
CEO

Date: _____

By: _____

Name: _____

By: _____
Chairperson

Date: _____

Date: _____

MODIFICATIONS TO STANDARD SHORT FORM

☐ **Standard Short Form Content Has Been Modified**

List sections affected: _____

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES (required)

Direct Install Programs Covered by this Agreement

This Agreement and Scope of Services applies to MCE's Commercial Energy Efficiency Program, providing direct install offerings to small and medium businesses, jointly implemented by MCE and PG&E to their respective customers within MCE's service areas in Marin and Contra Costa Counties, and all MCE member communities located therein.

Contractor's Service Areas and Partnerships

Marin County and Member Communities. CESC shall be solely responsible for performance of this Scope of Services for MCE small commercial customers in Marin County and MCE member communities therein, subject to the standard Subcontracting provisions in paragraph 8 of this Agreement.

The City of El Cerrito, the City of Lafayette, the City of Richmond, the City of San Pablo, the City of Walnut Creek. To the extent that Contractor has merged its direct install programs and services with another energy efficiency implementer (DNV GL) for commercial energy efficiency direct install services to be provided in the cities above, Contractor and DNV GL shall allocate Contractor's duties and obligations under this Agreement between them at their discretion. Notwithstanding Contractor's sharing or assigning of its obligations under this Agreement with/to DNV GL, any subcontractor(s), or other third parties, Contractor shall be solely responsible to MCE for timely and satisfactory performance of all obligations under this Agreement.

Contractor will provide the following technical services to support MCE's Commercial Energy Efficiency Program, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Contractor's responsibilities in its service area for MCE communities within the Commercial Energy Efficiency Program:

1. Administrative

- Maintain data management, tracking, and accounting protocols to comply with MCE and CPUC program reporting requirements.
- Update forms as needed, such as integrating customer-facing reports with financing options.
- Identify and implement process improvements.
- Assist with replying to data requests, CPUC financial audits, and regulatory filings.

2. Marketing and Outreach

- Develop, modify, and distribute marketing materials (flyers, applications, website, customer report).
- Design outreach campaigns.

3. Implementation

- Provide project management assistance from project inception to completion, including but not limited to scheduling site visits, conducting assessments, creating savings and rebate estimates and finals, responding to customer inquiries, coordinating contractors and equipment installation, and conducting final Measurement & Verification (M&V).
- Recruit, educate, and train contractors and suppliers.
- Identify and implement any changes to program installation labor and material pricing.
- Provide technical assistance services, including setting and documenting customer eligibility criteria, audit criteria, incentive levels, and overall project documentation.
- Program planning, development, and design – as needed.
- IT development for project management tasks.

4. Quality Assurance/Quality Control

- Conduct QA/QC to ensure tracking and reporting documents are in sync and accurate.
- Periodically review to verify that contractor requirements and M&V protocols (% pre and post inspection) are sufficient to ensure reasonable savings claims.

5. Coordinate with PG&E on programs to avoid duplication/competition

- Hold meetings with complimentary and non-competitive EE & DR Programs operating in MCE territory.
- Be available to provide services in new communities as appropriate.

6. Rebate Cap

- Rebate payments to customers are based on a blend of deemed and calculated measures, and CESC will maintain and average rebate/kWh ratio of \$0.18/kWh and \$1/therm, or \$99,876 in total rebate payments per the goals of this Agreement. Measure rebates are established by the most recent or current version of the PG&E Deemed Incentives for Direct Install Programs, which includes Calculated measures.

Contractor's duties in MCE member communities where direct install programs and services have merged with energy efficiency implementer, DNV GL:

- Assist in planning outreach and marketing campaigns.
- Be the first point of contact for all leads from PG&E. DNV GL will assign the leads via the Sales Manager at CESC who will distribute and assign the opportunity for energy assessments.
- Be responsible for assigning contractors to projects. Contractors will be assigned on a rotating basis or based upon project or contractor attributes.
- Provide project management assistance from project inception to completion, for projects sourced by contractors directly.
- Conduct a % of post-inspection of program projects sufficient to ensure reasonable savings claims.
- Manage the EBEW Database. Prepare a report monthly with all projects in the City of El Cerrito, the City of Lafayette, the City of Richmond, the City of San Pablo, the City of Walnut Creek, and the status of the project.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Community Energy Services Corporation		2018 Rates
Hourly Rates (unless otherwise noted)		
Admin		
	Division Director	\$ 85.00
	Program Manager	\$ 75.00
Marketing	Manager	\$ 55.00
	Coordinator	\$ 30.00
Direct Implementation		
	Program Manager	\$ 75.00
	Sr. Project Manager	\$ 70.00
	Project Manager	\$ 65.00
	Business Development Managers	\$ 65.00
	Program Assistant	\$ 55.00
	Project Coordinator	\$ 30.00
Mileage	Per Mile at current IRS rate	
Materials	At cost	

Budget	
Administrative Costs	\$9,000
Marketing and Outreach	\$9,250
Program Performance Incentive ¹ (Target of 549,021 gross kWh at \$0.05/kWh and 1,052 gross therms at \$0.30/therm)	\$27,766.65
Technical Assistance Direct Implementation (Small Commercial)	\$59,163.35
Contract Total (NTE)	105,180
¹ The program performance incentive may be invoiced by CESC on a kWh/project and therm/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh and/or therm savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures, or 80% of therm savings result from free therms measures. The performance incentive shall be evaluated on an annual, not monthly basis.	

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$105,180** for the term of the agreement, and \$99,876 in rebate payments to program customers



November 3, 2017

TO: MCE Executive Committee

FROM: Joey Lande, Customer Programs Manager

RE: Proposed Second Amendment to the First Agreement with The Energy Alliance Association (TEAA) (Agenda Item #04 – C.5)

ATTACHMENT: A. First Agreement with TEAA
B. First Amendment to the First Agreement with TEAA
C. Proposed Second Amendment to the First Agreement with TEAA

Dear Executive Committee Members:

SUMMARY:

The proposed Second Amendment to the First Agreement with The Energy Alliance Association (TEAA) would increase TEAA's budget and savings goals for the remainder of 2017, and provide a continuation of services to MCE for implementation of the small commercial energy efficiency program in 2018.

Background

MCE has been contracting with TEAA for support of its small commercial energy efficiency program since March 2017. In May of 2017, the Executive Committee approved the First Amendment to the First Agreement, which expanded the scope of services to include the set-up of a custom calculator for CPUC reporting requirements.

TEAA is compensated on a pay-for-performance basis, at \$0.126 per kWh saved. The proposed Second Amendment increases TEAA's 2017 goal by 150,000 kWh, with a corresponding budget increase of \$18,900. The proposed Second Amendment includes an additional budget of \$2,000 which may be used for updates to calculator and reporting tools at the end of the year, with prior MCE approval. The proposed Second Amendment results in total not-to-exceed budget of \$61,553 in 2017.

In addition, the proposed Second Amendment includes a contract extension to continue program implementation through June 30, 2018. TEAA's proposed implementation budget for 2018 is \$27,276, which is proportional to a savings goal of 216,479 kWh.

Fiscal Impacts: Expenditures related to the proposed Amendment would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Approve the proposed Second Amendment to the First Agreement with TEAA.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND THE ENERGY ALLIANCE ASSOCIATION (TEAA)**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **March 3, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and THE ENERGY ALLIANCE ASSOCIATION (TEAA), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia;

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 **\$35,653**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 3, 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 IF CHECKED ☐)

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. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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 business 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 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Notices.
- 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 applicable 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 Marin County 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, pursuant to paragraph 3. All other notices shall be given to MCE at the following location:



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

Notices shall be given to Contractor at the following address:

Contractor:	Kenneth R. Moore
Address:	1400 N. Dutton Ave, Ste 17
	Santa Rosa, CA 95401
Email Address:	kmoore@teaa.net
Telephone No.:	(707) 542-3171

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.

 EXHIBIT A.  EXHIBIT B.	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
	<input checked="" type="checkbox"/>	Scope of Services	
	<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 IF CHECKED ☐)

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: 3-3-17

By: _____
Chairperson

Date: 3-3-17

CONTRACTOR:

By: _____

Name: KENNETH R. MOORE

Date: 3-9-2017

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 (*List sections affected:* _____)
- ☐ 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 technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

1. Administrative
Maintain data management, tracking and accounting protocols to comply with MCE and CPUC program reporting requirements
Update forms as needed, such as integrating customer-facing reports with financing options
Identify and implement process improvements
Assistance replying to data requests, CPUC financial audits and regulatory filings
2. Marketing and Outreach
Develop, modify, and distribute marketing materials (flyers, applications, website, customer report)
Create case studies
Design outreach campaigns
3. Implementation
Identify and target projects that will provide the most cost-effective savings by maintaining customer rebates within MCE's budgeted rate averaging \$0.185/kWh; total rebate cap not to exceed \$52,347 for the term of this Agreement.
Provide project management assistance from project inception to completion, including but not limited to scheduling site visits, conducting assessments, creating savings and rebate estimates and finals, responding to customer inquiries, coordinating contractors and equipment installation, and conducting final Measurement & Verification (M&V)
Recruit, educate, and train contractors and suppliers
Identify and implement any changes to program installation labor and material pricing
Provide technical assistance services, including setting and documenting customer eligibility criteria, audit criteria, incentive levels, and overall project documentation
Program planning, development and design – as needed
IT development for project management tasks
Savings split between PG&E and MCE will be 70% savings for PG&E and 30% savings for MCE
4. Quality Assurance/Quality Control
Conduct QA/QC to ensure tracking and reporting documents are in sync and accurate
Periodically review contractor requirements and M&V protocols (% pre and post inspection) are sufficient to ensure reasonable savings claims
5. Coordinate with PG&E on programs to avoid duplication/competition
Hold meetings with complimentary and non-competitive Energy Efficiency & Demand Response Programs operating in MCE territories in Napa County and the City of Benicia

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For direct implementation services provided under this Agreement, MCE shall pay the Contractor, for performance of savings only, in accordance with the following payment fees/schedule:

Budget	
Program Performance Incentive ¹ (Target of 282,958 gross kWh)	\$0.126/kWh
Technical Assistance Direct Implementation (Small Commercial)	\$35,653
Contract Total (NTE)	\$35,653

¹The program performance incentive may be invoiced by TEAA on a kWh/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures. The performance incentive shall be evaluated on an annual, not monthly basis.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$35,653** for the term of the agreement.

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN MARIN CLEAN ENERGY
AND THE ENERGY ALLIANCE ASSOCIATION (TEAA)**

This FIRST AMENDMENT is made and entered into on May 18, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and THE ENERGY ALLIANCE ASSOCIATION (TEAA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia as directed by MCE staff dated March 3, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$35,653 for the technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$5,000 for a total not to exceed \$40,653 in consideration for the time and materials necessary to create a custom calculator as added scope 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 **\$40,653**.

2. Exhibit A is hereby amended as follows to add the agreed upon additional scope:

6. Custom MCE Calculator

Time and materials for one-time set-up of a custom calculator to comply with quarterly claims requirements at the CPUC.

3. Exhibit B is hereby amended and replaced in its entirety as follows:

For direct implementation services provided under this Agreement, MCE shall pay the Contractor, for performance of savings only, in accordance with the following payment fees/schedule:

Budget	
Program Performance Incentive ¹ (Target of 282,958 gross kWh)	\$0.126/kWh
Technical Assistance Direct Implementation (Small Commercial)	\$35,653

Custom Calculator Creation	NTE \$5,000
Calculator Revisions: 60 hours @ \$50 per hour = \$3,000	
Senior Staff Rate (Ross Colley): 20 hours @ \$100 per hour = \$2,000	
Contract Total (NTE)	\$40,653

¹The program performance incentive may be invoiced by TEAA on a kWh/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures. The performance incentive shall be evaluated on an annual, not monthly basis.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$40,653** 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 Amendment on the day first written above.

CONTRACTOR:

By: Kenneth D. Man
Date: 5-19-2017

MARIN CLEAN ENERGY:

By: John Sees
Date: 5-18-17

MARIN CLEAN ENERGY:

By: Dan DeJoy
Date: 5-18-17

**SECOND AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND THE ENERGY ALLIANCE ASSOCIATION
(TEAA)**

This SECOND AMENDMENT is made and entered into on November 3, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and THE ENERGY ALLIANCE ASSOCIATION (TEAA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia as directed by MCE staff dated March 3, 2017, and amended on May 18, 2017("Agreement");

WHEREAS, Section 4 and Exhibit B to the Agreement, as amended, obligated Contractor to be compensated an amount not to exceed \$40,653 for the technical services to support MCE's Small Commercial Energy Efficiency Program in Napa County and the City of Benicia described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$18,900 for a total not to exceed \$61,553 in consideration of an additional 150,000 kWh savings goal in 2017; an extension of the Scope of Services for program implementation in the first 6 months of 2018; and additional savings targets (216,479 kWh) and incentive rates (\$0.126/kWh) for the 6 month contract term in 2018.

WHEREAS, Section 5 the Agreement stated the Agreement shall terminate on December 31, 2017; and

WHEREAS the parties desire to further amend the Agreement to extend the time of the Agreement;

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$88,829**.

2. Section 5 is hereby amended to read as follows

TIME OF AGREEMENT:

This Agreement shall commence on **March 3, 2017**, and shall terminate on **June 30, 2018**. 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.

3. Exhibit A is hereby amended as follows to add the agreed upon additional scope:

6. Scope of Services Extension through June 30, 2018

Administrative, Marketing and Outreach, Implementation, Quality Assurance and Coordination with PG&E as specified in tasks 1-5, will continue in 2018. Implementation services will be paid at \$0.126/kWh saved, and TEAA will maintain customer rebates within MCE's budgeted rate averaging of \$0.185/kWh; total rebate cap not to exceed \$80,097 for committed projects in 2017, or \$40,049 for rebate payments in 2018.

4. Exhibit B is hereby amended and replaced in its entirety as follows:

For direct implementation services provided under this Agreement, MCE shall pay the Contractor, for performance of savings only, in accordance with the following payment fees/schedule:

2017 Budget	
Program Performance Incentive ¹ (Target of 432,958 gross kWh)	\$0.126/kWh
Technical Assistance Direct Implementation (Small Commercial)	\$54,553
Customer Rebate and Incentive Payments Rate Averaging at \$0.185/kWh; total rebate cap not to exceed \$80,097	\$0
Custom Calculator Creation Calculator Revisions: 60 hours @ \$50 per hour = \$3,000 Senior Staff Rate (Ross Colley): 20 hours @ \$100 per hour = \$2,000	NTE \$5,000
End of Year Calculator Maintenance ² Calculator Revisions: 20 hours @ \$50 per hour = \$1,000 Senior Staff Rate (Ross Colley): 10 hours @ \$100 per hour = \$1,000	NTE \$2,000
Contract Total (NTE)	\$61,553
¹ The program performance incentive may be invoiced by TEAA on a kWh/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures. The performance incentive shall be evaluated on an annual, not monthly basis. ² TEAA will receive approval from the MCE Commercial Customer Programs Manager prior to commencing work on End of Year Calculator Maintenance. Tasks may include but are not limited to measure mapping updates, integration of new measures, sunseting of measures, new savings calculation methodologies, and changes to reporting requirements	

2018 Budget	
Program Performance Incentive ¹ (Target of 216,479 gross kWh)	\$0.126/kWh
Customer Rebate and Incentive Payments Rate Averaging at \$0.185/kWh; total rebate cap not to exceed \$40,049	\$0
Technical Assistance Direct Implementation (Small Commercial)	\$27,276
Contract Total (NTE)	\$27,276
¹ The program performance incentive may be invoiced by TEAA on a kWh/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures.	

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$88,829 for the term of the Agreement.

5. 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 Amendment on the day first written above.

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



Agenda Item #06: Workforce & Supplier Diversity Policy

MCE Diversity Efforts in Procurement & Direct Hiring

Workforce and Supplier Diversity Policy Proposal

- Update Sustainable Workforce Policy (011)
- Reflect current employment practices
- Reflect MCE's pursuit of G.O. 156 objectives

G.O. 156

Establishes guidelines and procurement goals for a utility to increase its procurement from women-owned, minority-owned, disabled veteran-owned, and LGBT-owned business enterprises.

MCE SUSTAINABLE WORKFORCE POLICY (011) OBJECTIVES

Support for and direct use of:

- Local businesses
- Union members from multiple trades
- Training, apprenticeship, pre-apprenticeship programs from within MCE's service area
- Green and sustainable businesses

MCE Power Purchase Agreements

MCE uses energy suppliers certified under CPUC's Supplier Clearinghouse for DVBE & LGBTBE:

- sPower (105MW Solar)
- EDP (99MW Wind)
- EDF (104MW Solar)

44% of all MCE renewable projects built or under contract are from G.O. 156-certified companies

Commitment to Workplace Diversity



- MCE extensively recruits in disadvantaged communities and via public job training programs
- Salary reviews for compliance with gender pay equity laws
- Blind resume screening
- Diverse hiring panels

Results of Workplace Diversity Efforts

- Multiple staff members from **RichmondWorks, Climate Corps, and Marin City Community Development Corp.**
- MCE's workforce demographics:
(as of June 2017; tracked for optional reporting purposes)
 - 65% female
 - 29% ethnic minorities
 - 24% over 40 years of age

Results of Workforce Diversity Efforts:

MCE Solar One (Richmond, CA)

- Located in one of the most disadvantaged communities in CA
- Requires min. 50% local labor from Richmond residents
- 24 mo. MCE-sponsored solar job training for unemployed/under-employed residents

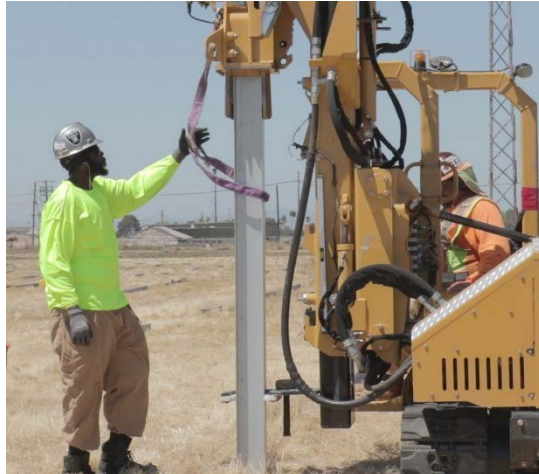


UBC (Local 152)
IBEW (Local 302)
Laborers Union (Local 324)
Lineman's Union (Local 1245)

Operating Engineers (Local 3)
Steamfitters (Local 342)
Pipefitters Union

MCE Solar One (Cont.)

- Extensive outreach to each local business that did not bid on RFP to ensure local hire requirements met
- 341 jobs supported



RichmondBUILD

- MCE **pays for training and curriculum** for energy efficiency and solar installations
- MCE **builds pre-apprentice job placements** by pulling graduates into local energy projects to further develop skills
- RichmondBUILD students
 - **70% are people of color**



MCE FEED-IN TARIFF PROJECTS

San Rafael Airport (San Rafael, CA)

- Marin County's largest solar project at the time of construction (2012)
- Partnered with Marin City Community Development Corp (MCCDC), a job training program in a disadvantaged community



MCCDC-employed local workers
installed 4,600 solar panels

MCE FEED-IN TARIFF PROJECTS

Freethy Industrial Park (Richmond, CA)

- Partnered with RichmondBUILD to provide labor
- Workers gained new construction skill set in solar installation
- After working on this project, other solar jobs were offered to apprentices



Supported 23 jobs; 3 permanent jobs created

MCE's partnership with organizations that offer workforce development opportunities have lasting positive effects on local communities, including disadvantaged communities.

MCE PARTNER	COMMUNITY INVESTMENT	SOCIAL IMPACT
RichmondBUILD	\$45,000	330 job hours to local residents for construction skills training, numeracy and literacy training, case management, and job-site mentoring
Rising Sun	\$140,000	11 youth trained; 1,369 on the job hours; 400 multifamily units receive efficiency upgrades
GRID Alternatives	\$35,000/ \$75,000 distributed	68 free or very low-cost residential solar systems; \$1.5M saved by CARE customers
Marin City Community Development Corporation	\$240,000	62 people trained; 1,798 on the job hours

Agenda Item #06: Workforce & Supplier Diversity Policy

MCE Energy Efficiency Projects

Thank You!

mceCleanEnergy.org

info@mceCleanEnergy.org

@mceCleanEnergy





November 3, 2017

TO: MCE Executive Committee

FROM: Dawn Weisz, CEO

RE: California Community Choice Policy Engagement (Agenda Item #07)

Dear Executive Committee Members:

SUMMARY

The California Community Choice Association (CalCCA), launched in 2016, is a trade association that represents the interests of California's community choice electricity providers in the legislature and at the relevant regulatory agencies, including the California Public Utilities Commission (CPUC), California Energy Commission (CEC) and California Air Resources Board (CARB). CalCCA's voting members are the operating programs in California. Local governments interested in community choice may join as affiliate members.

On September 7, 2016, your Executive Committee authorized payment of dues to CalCCA for \$50,000 for CalCCA's fiscal year 2016/17 (July 1, 2016 – June 30, 2017). On October 6, 2017 your Executive Committee authorized payment of dues to CalCCA for \$100,000 for CalCCA's fiscal year 2017/18.

As a result of the substantially increased level of services to be provided by CalCCA in their current fiscal year for legislative and regulatory engagement, CalCCA established a policy engagement dues structure that results in an additional MCE dues contribution of \$150,000.

Fiscal Impact

Proposed CalCCA dues that accrue to MCE's 2017/18 fiscal year (\$112,500) are included in the Proposed Amendment to the FY 2017/18 Operating Fund Budget Amendment that will be presented to your Board for approval at the regular November Board meeting. Proposed dues that accrue to the period April 1, 2018 to June 30, 2018 (\$37,500) will be included in the FY 2018/19 Operating Fund Budget that will be presented to your Board in February 2018.

Recommendation

Authorize payment of policy engagement dues to CalCCA for CalCCA's fiscal year 2017/18 in an amount not to exceed \$150,000, subject to Board approval of the FY 2017/18 Operating Fund Budget Amendment.

CCA: Public Providers and the California Energy Landscape

Agenda Item #07: CCA: Public Providers & the CCA Energy Landscape Presentation



CCA was created by the Legislature

2000: Energy crisis prompted interest in greater transparency, public accountability and local control

2002: AB 117 (Migden) enabled Community Choice Aggregation (CCA) by local government entities

2011: SB 790 (Leno) established a CCA 'bill of rights' and an IOU 'code of conduct'

Local accountability & service



27 MCE elected Board members = public transparency

Growth of CCA Service in California



Current California CCA Service

2010



2014



2015



2016



2017



SILICON VALLEY
CLEAN ENERGY

REDWOOD COAST
Energy Authority



Operational Member* Program Overview

CalCCA Members	Customer Accounts	Peak Load MW	Minimum RPS	Unbundled RECs	Annual Load 2016 GWh	Annual Load 2017 GWh
Apple Valley Clean Energy	29,000	70	35%	8%	n/a	235**
CleanPowerSF	76,000**	95**	40%	0	220	535
Lancaster Choice Energy	52,000	198	35%	8%	590	590
Los Angeles County Community Energy***	285,000	877	50%	0	n/a	3,470
MCE	260,000	520	55%	0 - 3%	2,102	2,900
Monterey Bay Community Power***	307,000	680	TBD	TBD	n/a	3,800
Peninsula Clean Energy	300,000	660	50%	0	n/a	3,800
Pico Rivera Innovative Municipal Energy	17,000	50	50%	0	n/a	215
Silicon Valley Clean Energy	240,000	680	50%	0	n/a	3,700
Redwood Coast Energy Authority	60,000	140	40%	0	n/a	730**
Sonoma Clean Power	227,000	510	43%	0	2,330	2,434
CalCCA Member Totals	1,853,000	4,480 MW	45% (avg)	1.8% (avg)	5,242 GWh	22,409 GWh

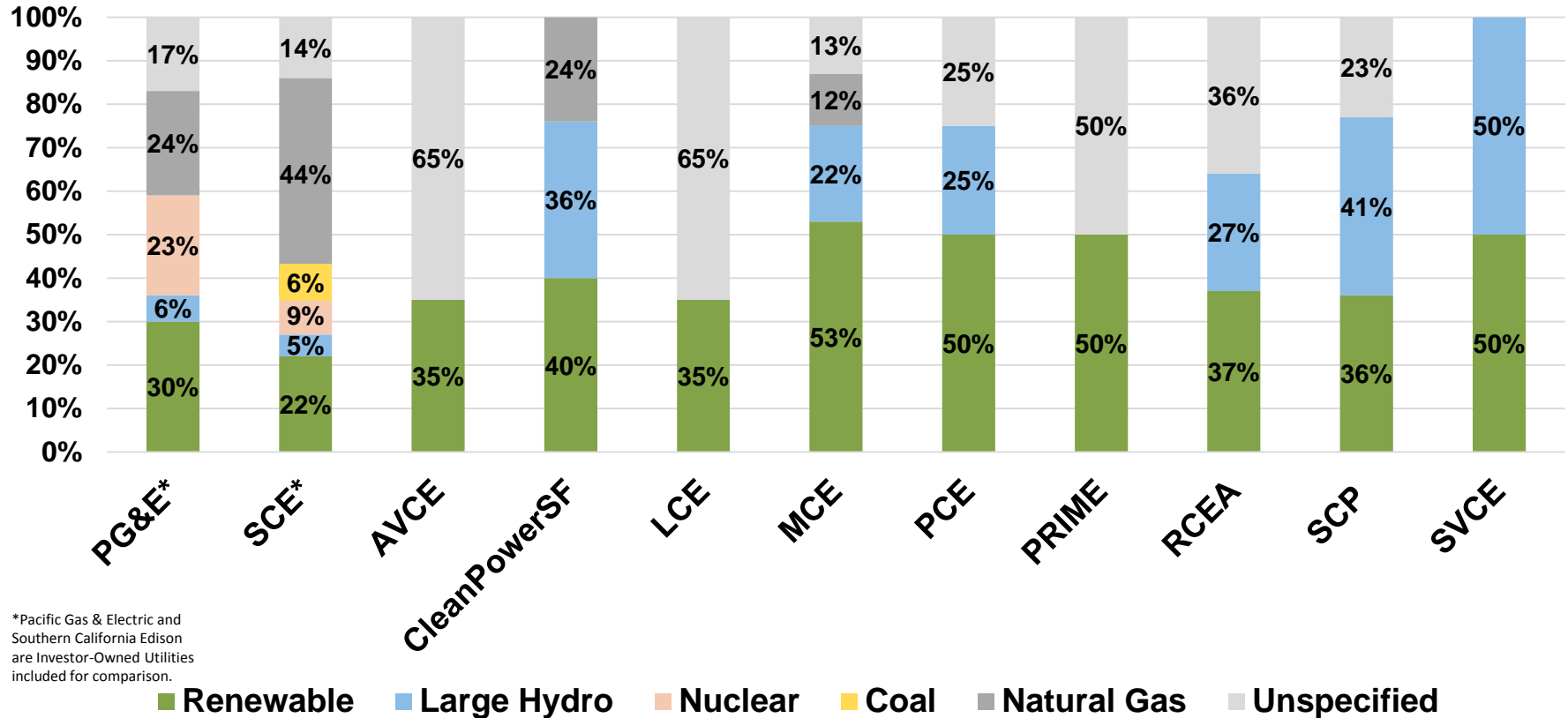
*East Bay Clean Energy and Pioneer Clean Energy are also Operational Members of CalCCA with data forthcoming in 2017/18

**Represents partial enrollment with additional phases planned for 2018

***Numbers are projected estimates for programs launching in 2018

Snapshot of CCA Portfolios in 2016

(or forecast for 2017 for new programs)



Suppliers to CCAs



Morgan Stanley



SUNPOWER®



Current statute is the CCA foundation

Local Governments have invested time & resources to build CCA programs on the statutory foundation. Policy shifts must not threaten these public investments.

Statute Ensures Local Governance - AB117 (2002)

- CCA is “solely responsible” for generation procurement

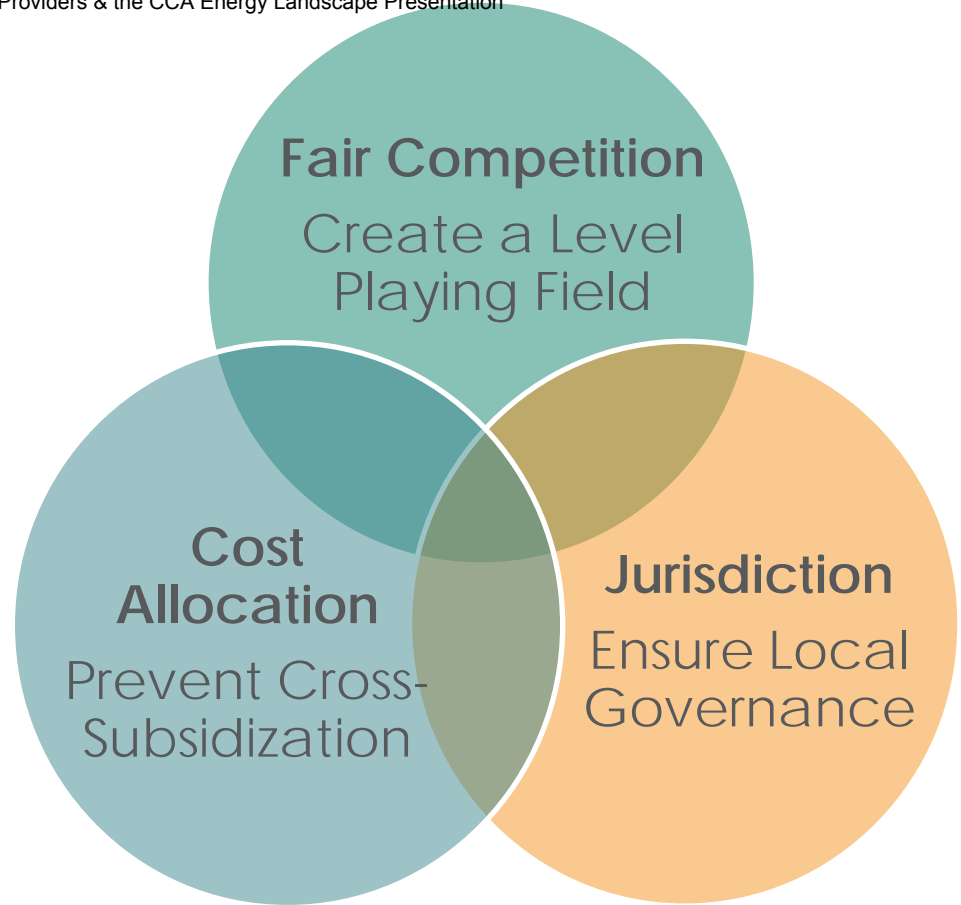
Statute Prevents Cross-Subsidization - AB117 (2002) & SB790 (2011)

- Ensures exit fees are not inflated
- Prohibit cost shifting between CCA and IOU

Statute Creates a Fair Playing Field - SB790 (2011)

- Code of Conduct to address monopoly advantage
- Commission to “facilitate” the development of CCA
- CCAs are able to directly provide innovative programs and technologies

Statute requires...



Jurisdiction

CCA = Local governance

Just like existing Public Power agencies, elected body sets policy for:

- Procurement
- Rates
- Projects and programs
- Workforce development
- Community benefits



Jurisdiction:

What is the
CPUC role?



Tracking Compliance with State Standards

- Renewables Portfolio Standard
- Resource Adequacy
- Emissions Performance Standard
- Energy Storage

Managing State Public Benefit Funds

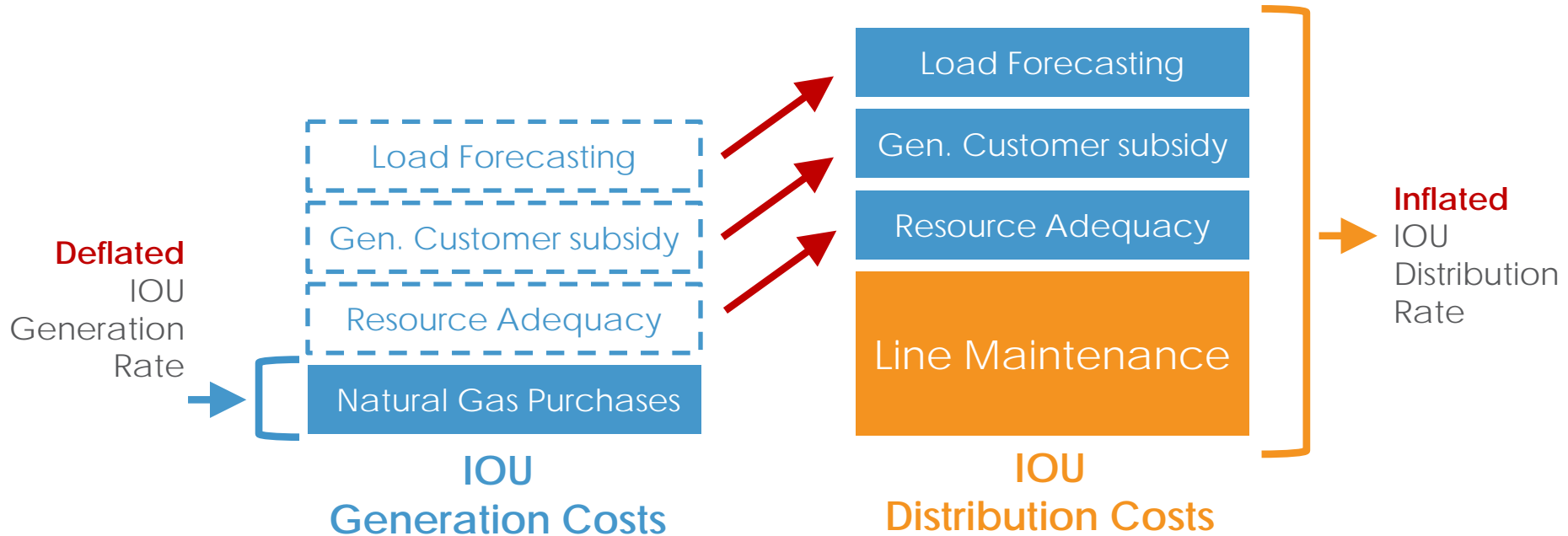
- Energy efficiency & demand response
- Low income programs

Mediating Competitive Issues

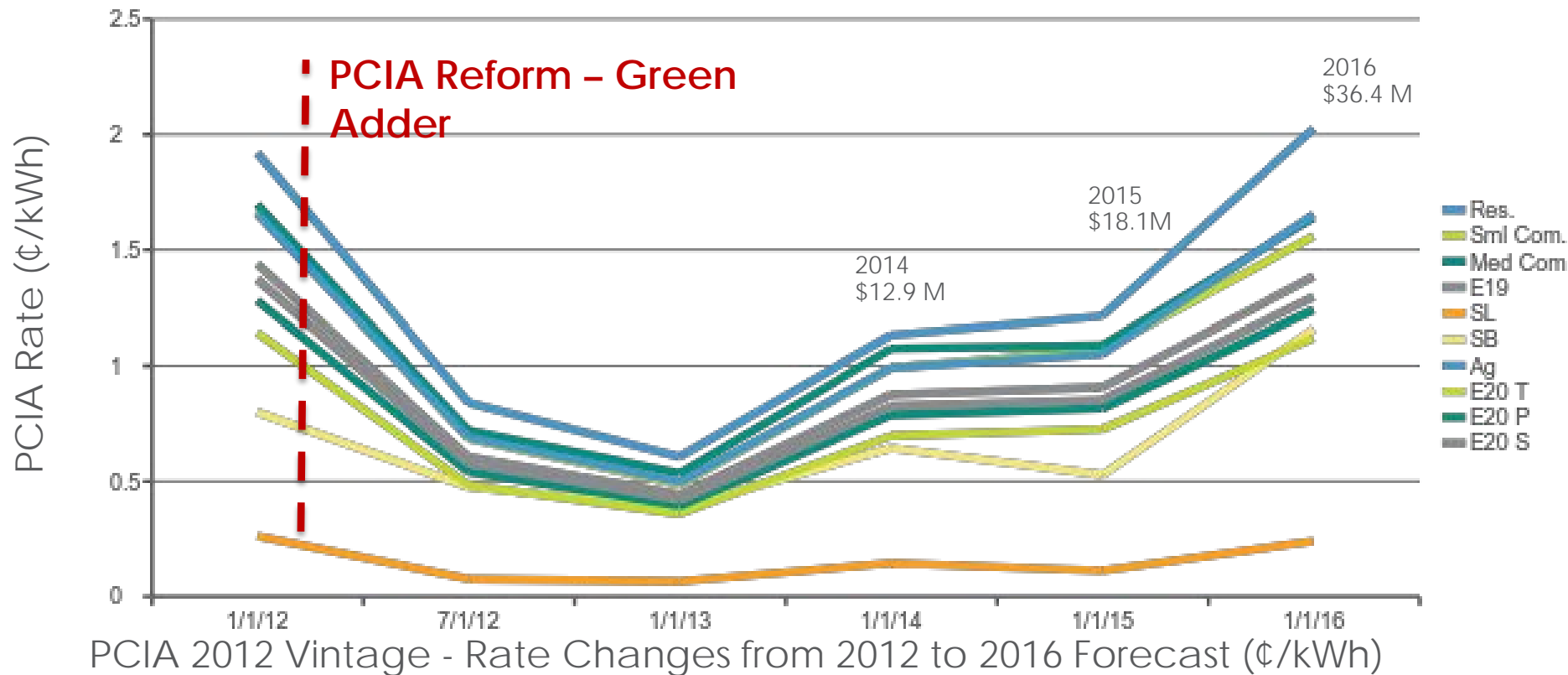
- Exit fees and non-bypassable charges
- Code of Conduct
- IOU implementation issues

CPUC role: Monitoring cost allocation

IOUs may artificially inflate distribution rates and deflate generation rates **by shifting generation costs into distribution costs.**



CPUC role: PCIA oversight



Monitoring IOU procurement

**Are costs truly
“avoidable” or
are they inflated?**

All customers (IOU & CCA) bear the cost of above market purchases; all benefit by avoiding inflated costs.

- IOUs claim bundled customers are bearing added cost burdens, but provide no evidence.
- Local governments/CCAs question whether all customers are paying inflated costs, and have requested data and oversight.

Oversight of the PCIA

PCIA reform requires:

Transparency,
accountability,
just & reasonable rates

- The calculation of the PCIA is not **transparent**
- The PCIA should only recover **unavoidable** costs
- PCIA cost recovery lasts too long
- The PCIA rates are too **volatile**
- There is a **lack of flexibility** regarding how CCAs can repay the PCIA

Refining the energy landscape with CCA

What is working?

- ✓ Statute ensures CCA compliance with state RPS & RA requirements
- ✓ CAISO market structure ensures accurate price signals for CCAs
- ✓ Integrated Resource Planning makes information about CCAs available in one place without changing statutory foundation of procurement autonomy
- ✓ CalCCA creates a framework for collaboration & sharing best practices on stable operations, compliance, equity, supplier diversity and innovation

Refining the energy landscape with CCA

What is still needed from regulators?

- ❑ IOUs need to account for departing load to avoid double procurement and inflating costs.
- ❑ Regulators need to ensure IOUs resell excess power fairly to prevent market manipulation.

Through existing standards, CCAs are raising the bar for public accountability statewide

Agenda Item #07: CCA: Public Providers & the CCA Energy Landscape Presentation



How are CCAs of service?



1. Exceeding RPS standards
2. Accelerating California's movement towards GHG goals
3. Reliability
 - Building local generation projects
 - Shifting load to address duck curve
 - Innovative purchasing for hours ending 17-22
4. Community benefits
 - Social equity
 - Fair wages
 - Workforce development
 - Transparency

CCAs build California renewables

- 1100 MW of California solar & wind contracted by CCAs
- 2,800+ jobs supported
- Majority of spending on projects with project labor agreements
- 1.2M+ union work hours created

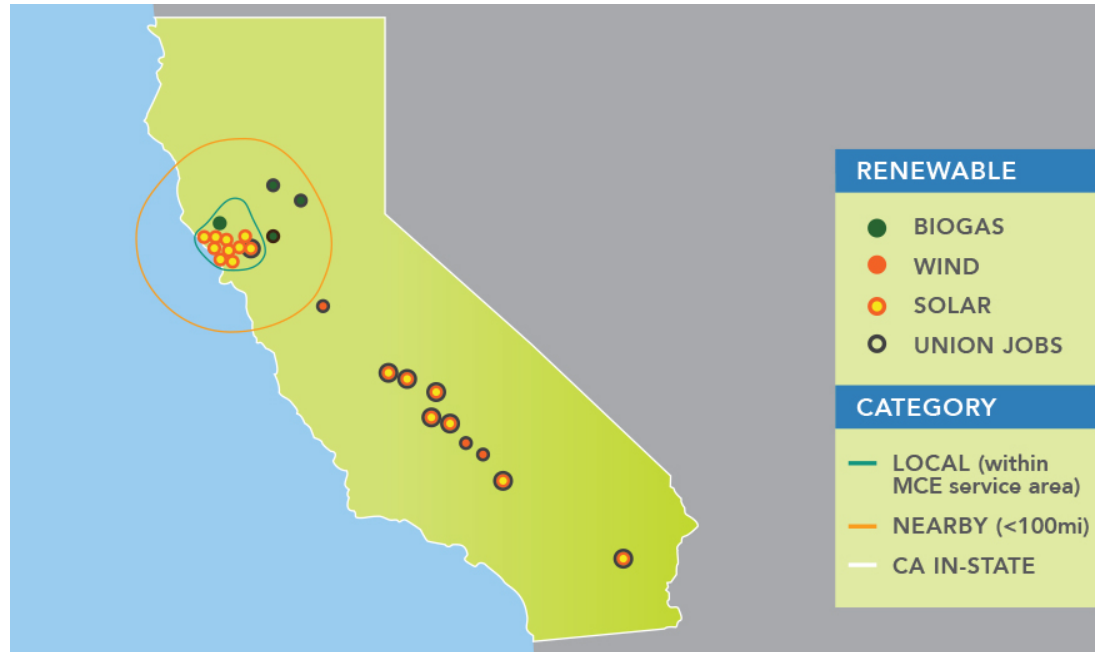


MCE new California renewables

MCE has
committed \$1.6
billion to build new
renewable projects

535 MW new solar
266 MW new wind
12 MW new biogas

24 projects - 813 MW



CCAs improve public equity

CleanPower SF

- 500% more for CARE customers
- Larger rebates for low-income customers
- 20-40% more for environmental justice neighborhoods
- GRID Alternatives local job training, focusing on underserved communities
- \$2M allocated for solar rebates for underserved residential customers

Lancaster Choice Energy

- 46% CARE customers
- AVTA provides free local transit to seniors
- Focus on low-income customers with California HERO and California first to offer Property Assessed Clean Energy (PACE) financing
- Partnering with Antelope Valley Transit Authority to convert to all-electric bus fleet in three years

- Allocated \$155,000 in solar rebates to low-income customers
- Helped fund 68 solar installations for low-income families → 167 kW of new, local solar
- \$1.5M in expected energy savings for low-income families from avoided electricity costs
- Estimated 3,000 metric tons of GHG emissions eliminated



MCE low-income solar rebates (2012-2017)

CCAs improve public equity

MCE

- \$1.7 M/year for Low-Income Tenants & Families energy efficiency
- \$100,000 paid to RichmondBUILD solar and energy efficiency job training academy
- \$85,000 paid to Rising Sun Energy Center to train local youth for green collar jobs
- MCE Community Power Coalition includes Communities for a Better Environment, the Greenlining Institute, Grid Alternatives, and local community environmental justice organizations to ensure inclusive programs and policies

CCAs improve public equity

Sonoma Clean Power

- Electric vehicle purchase and lease discounts for CARE customers
- 30% of electric vehicle rebates allocated for low-income customers
- Property Assessed Clean Energy (PACE) financing for home retrofits and solar
- Free Do it Yourself Toolkit for home efficiency retrofits in all public libraries

Thank You!

mceCleanEnergy.org





November 3, 2017

TO: MCE Executive Committee

FROM: David McNeil, Manager of Finance

RE: Proposed Amendment to FY 2017/18 Operating Fund Budget (Agenda Item #08)

ATTACHMENT: Proposed Amendment to FY 2017/18 Operating Fund Budget

Dear Executive Committee Members:

SUMMARY:

In March 2017, your Board approved MCE's Fiscal Year (FY) 2017/18 Operating Fund Budget. The Budget authorizes Staff to spend funds within the limits set forth in each budget line item and collect revenue. In May 2017, your Board approved an amendment to the FY 2017/18 Operating Fund Budget to support revenues and expenses associated with a grant from the California Energy Commission. In September 2017 your Board approved an amendment to the FY 2017/18 Operating Fund Budget to accommodate expenses associated with the inclusion of new communities in MCE's service area in April 2018.

An amendment to the FY 2017/18 Operating Fund Budget is proposed at this time to accommodate an increase in annual dues for California Community Choice Association (CalCCA). Staff requests that the Executive Committee review the proposed Budget Amendment, offer input, and recommend that your Board approve the proposed Budget Amendment at the November Board Meeting.

Operating Fund Budget Amendment Detail

The attached Proposed FY 2017/18 Operating Fund Budget Amendment sets forth changes to the following budget line items:

General and administration (+\$175,000, 26% increase): General and administration costs include office, data, travel, dues and subscriptions, and other related expenses. The proposed increase relates to an increase in dues for membership in CalCCA.

FISCAL IMPACT: The net impact of the proposed Amendment to the FY 2017/18 Operating Fund Budget is a \$175,000 decrease in operating income and expected contribution to the net position.

RECOMMENDATION: Recommend approval of the proposed Amendment to FY 2017/18 Operating Fund Budget to your Board at the November Board meeting.

MARIN CLEAN ENERGY					
OPERATING FUND					
From April 1, 2017 through March 31, 2018					
		FY 2017/18 Budget (Amended)	Proposed Change	Proposed FY 2017/18 Budget (Amended)	Variation (%)
ENERGY REVENUE					
Revenue - Electricity (net of allowance)		209,162,000	-	209,162,000	-
Other Revenue		10,000	-	10,000	-
GROSS ENERGY REVENUE		209,172,000		209,172,000	-
ENERGY EXPENSES					
Cost of energy		183,194,000	-	183,194,000	-
NET ENERGY REVENUE		25,978,000		25,978,000	
OPERATING EXPENSES					
Personnel		6,507,378	-	6,507,378	-
Data manager		3,794,000	-	3,794,000	-
Technical and scheduling services		806,000	-	806,000	-
Service fees - PG&E		1,487,000	-	1,487,000	-
Legal and regulatory services		804,000	-	804,000	-
Communications services and related services		1,971,000	-	1,971,000	-
Other services		1,481,000	-	1,481,000	-
General and administration		678,000	175,000	853,000	26%
Occupancy		689,250	-	689,250	-
Integrated demand side pilot programs		215,000	-	215,000	-
Marin County green business program		10,000	-	10,000	-
Low income solar programs		40,000	-	40,000	-
TOTAL OPERATING EXPENSES		18,483,000	175,000	18,657,627	0.9%
OPERATING INCOME		7,495,000	(175,000)	7,320,373	-2.3%
NONOPERATING REVENUES					
Grant and other income		713,000	-	713,000	-
Interest income		130,000	-	130,000	-
TOTAL NONOPERATING REVENUES		843,000	-	843,000	-
NONOPERATING EXPENSES					
Banking Fees and Financing Costs		168,000	-	168,000	-
Depreciation (supplemental)		121,000	-	121,000	-
TOTAL NONOPERATING EXPENSES		289,000	-	289,000	-
CHANGE IN NET POSITION		8,049,000	(175,000)	7,874,000	-2.2%
Budgeted net position beginning of period		44,659,717	-	44,659,717	
Change in net position		8,049,000	(175,000)	7,974,000	
Budgeted net position end of period		52,708,717	(175,000)	52,633,717	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER					
Capital Outlay		744,000		744,000	-
Depreciation (supplemental)		(121,000)		(121,000)	
Transfer to Renewable Energy Reserve		-		-	
Transfer to Local Renewable Energy Development Fund		186,000		186,000	
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER		809,000		809,000	
Budgeted net increase (decrease) in Operating Fund balance		7,240,000		7,165,000	



November 3, 2017

TO: MCE Executive Committee
FROM: Alexandra McGee, Community Power Organizer
RE: Charles F. McGlashan Advocacy Award Nominations (Agenda Item #09)

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 public acknowledgement held at a regular meeting of the MCE Board of Directors. Recipients will also have their name inscribed on a plaque that shares other awardee names and is displayed outside the Charles McGlashan Room at the MCE San Rafael office. 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, Constance Beutel of Benicia's Community Sustainability Commission in 2015, and Sustainable Napa County in 2016.

This year's Charles F. McGlashan Advocacy Award nominations include Sarah Loughran and Helene Marsh from the Environmental Forum of Marin for their work promoting Deep Green adoption in Marin County, the El Cerrito Environmental Quality Committee for their year-long 100x100 initiative to promote Deep Green, and Melissa Yu from the Sierra Club Bay Chapter for her support in the forthcoming Contra Costa enrollment.

NOMINATIONS:

Sarah Loughran and Helene Marsh, Environmental Forum of Marin Board Members

Sarah Loughran and Helene Marsh completed the Environmental Forum of Marin's Master Class with a drive to tackle climate concerns in Marin County. As a team, they decided to promote MCE's 100% renewable Deep Green electric service. Sarah and Helene encouraged Marin municipalities to choose Deep Green in an effort to reduce emissions, meet climate action plan goals, and act as leaders in the community to encourage residents to opt up as well.

Sarah and Helene worked with MCE and municipal staff to provide cost analyses and emissions reductions data to help inform communities about the impact of going Deep Green. They

petitioned councils, sent emails, attended meetings, and rallied advocates and friends, demonstrating the will and concerns of the community. Their dedication required perseverance, participation in late night council meetings, and a commitment to the environment and MCE's mission.

At the start of 2017, four of the twelve Marin County municipalities were enrolled in Deep Green. Nine months later, following the efforts of Sarah, Helene, and the support of various local groups, the Corte Madera, Larkspur, Mill Valley, Novato, Ross, San Rafael, and Tiburon Councils and Marin County Supervisors all voted to opt up their accounts to Deep Green, making all of Marin County municipalities 100% renewable.

El Cerrito Environmental Quality Commission (EQC)



Early in 2017, the El Cerrito EQC proposed an initiative, dubbed “100 for 100”, to encourage opt ups to MCE’s 100% renewable Deep Green electric service and to honor El Cerrito’s 100th year. EQC member Rebecca Milliken worked particularly closely with MCE’s marketing staff to create a brand-appropriate logo and specific webpage (www.mcecleanenergy.org/elcerrito).

At various community events throughout the year, members of the El Cerrito EQC encouraged residents and businesses to opt up, raising awareness about the greenhouse gas impacts of electricity consumption and teaching the public about MCE’s energy offerings. At last count, there were 107 new Deep Green opt ups facilitated through the ‘100 for 100’ webpage. The increase in Deep Green enrollments was further bolstered by the recent decision of the El Cerrito City Council to enroll its municipal accounts in Deep Green. Deep Green participation in El Cerrito increased from a 4.5% in April to 6% in early October.

Melissa Yu from the Sierra Club Bay Chapter

In 2017 Melissa Yu from the Sierra Club Bay Chapter was very active in Contra Costa County, encouraging various Councils to consider their Community Choice options. When the nine new Contra Costa communities voted to join MCE, she immediately reached out to offer the Sierra Club’s support in forming, coordinating, and recruiting for the forthcoming Community Leader Advisory Groups (CLAGs), which will provide feedback on MCE’s marketing and outreach strategy in 2018.

Her support has led to the Sierra Club Bay Chapter including an announcement in their e-bulletin, as well as collaborating on a co-branded one-pager with MCE. This one-pager includes an endorsement of MCE’s programs by the Bay Chapter and will be used in the Contra Costa community outreach strategy.

FISCAL IMPACT: None

RECOMMENDATION: Select the 2017 recipient of the Charles F. McGlashan Advocacy Award to be presented at the November meeting of the MCE Board of Directors.



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Board of Directors Meeting Thursday, November 16, 2017 7:00 P.M.

**The City of Concord
1950 Parkside Drive, Council Chambers
Concord, CA 94519**

Remote location:

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

The City of Oakley, 3231 Main Street, Oakley, CA 94561

- 1. Board Announcements (Discussion)**
- 2. Public Open Time (Discussion)**
- 3. Report from Chief Executive Officer (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
 - C.1 Approval of 10.19.17 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Fiscal Year 2017/18 Operating Fund Budget Amendment
 - C.4 Third Amendment to Fifth Agreement with Frontier Energy
 - C.5 [Agreement with Nest Labs, Inc.]
- 5. New Board Member Additions to Committees (Discussion/Action)**
- 6. Charles F. McGlashan Advocacy Award (Discussion/Action)**





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7. Workforce and Supplier Diversity Policy (Discussion/Action)
8. Deep Green Municipality Awards (Discussion)
9. Update on MCE Solar One (Discussion)
10. Board Member & Staff Matters (Discussion)
11. Adjourn

