



**Marin Clean Energy
Board of Directors Meeting
Thursday, December 4, 2014
7:00 P.M.**

Dawn Weisz
Executive Officer

Kathrin Sears
Chair
County of Marin

Tom Butt
Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Sloan C. Bailey
Town of Corte Madera

Larry Bragman
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

1 (888) 632-3674
mceCleanEnergy.org

781 Lincoln Ave., #320
San Rafael, CA 94901

**San Rafael Corporate Center, Tamalpais Room
750 Lindero Street, San Rafael, CA 94901**

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 11.6.14 Board Minutes
 - C.2 Approved Contracts Update
 - C.3 4th Agreement with Community Energy Services Corporation (CESC)
 - C.4 1st Addendum to 3rd Agreement with Association for Energy Affordability (AEA)
 - C.5 3rd Agreement with Planet Ecosystems, Inc. (PEI)
 - C.6 1st Addendum to 3rd Agreement with Marin City Community Development Corporation (MCCDC)
 - C.7 1st Addendum to 3rd Agreement with Jay Marshall
 - C.8 1st Agreement with WSP USA Corp.
5. McGlashan Advocacy Award Nominations (Discussion/Action)



Agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive, San Rafael, CA 94903. 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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6. Monthly Budget Report (Discussion)
7. Resolution 2014-08 Approving the City of El Cerrito as an MCE Member and Authorizing: 1. Amendment 9 to the MCE JPA Agreement and 2. Submittal of Amendment to MCE Revised Implementation Plan Adding the City of El Cerrito (Discussion/Action)
8. MCE Staff Positions (Discussion/Action)
9. Communications Update (Discussion)
10. Regulatory and Legislative Update (Discussion/Action)
11. Board Member & Staff Matters (Discussion)
12. Adjourn



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December 4, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: First Agreement with WSP USA Corp. (Agenda Item #04 - C.8)

ATTACHMENT: A. First Agreement with WSP USA Corp.
B. Key Staff Resumes

Dear Board Members:

SUMMARY:

Under the proposed agreement, WSP USA Corp. would provide energy efficiency technical consulting services.

Background

Energy efficiency has always been an integral component of the MCE vision. In July of 2012, MCE submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November of 2014, the California Public Utilities Commission vote to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

The contract with WSP USA Corp. would build upon existing work the company has done for the Sacramento Municipal Utilities District (SMUD) to refine a model for calculating the costs and benefits of different demand side management resources, including energy efficiency and distributed generation such as rooftop solar, on equal footing. This allows for procurement planning to optimize the various demand side management resources. While this tool will be used for exploration of the standard offer program under the financing sub-program in the energy efficiency portfolio, it may also prove useful for the 2016 energy efficiency program planning.

The proposed funding amount of \$50,000 would come from 2013 – 2014 program funds. These funds would draw from the financing program, though an amount of \$10,088 will be drawn from the unspent Small Commercial program funds to provide sufficient funding in the Financing program budget.

Recommendation: Approve First Agreement with WSP USA Corp.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND WSP USA CORP.**

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

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: energy efficiency technical consulting services;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **December 4, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least three (3) 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 thirty (30) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

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

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

Contractor agrees to indemnify 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. Contractor's total liability shall not exceed the greater of revenues realized under this agreement or \$100,000.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: Sarah Estes-Smith, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Michael Mondshine, Vice President Sustainability and Energy
 Address: 1600 Wilson Boulevard, Suite 1200, Arlington, VA 22207
 michael.mondshine@wspgroup.com
 Telephone No.: 571-527-2102

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Clean Energy:

By: _____
 Executive Officer
 Date: _____

By: _____
 Chairperson
 Date: _____

CONTRACTOR:

By: _____
 Name: _____
 Date: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

This contract entails development of a tool to calculate the cost/benefit ratio and net present value (including fiscal and environmental factors) of a variety of demand side activities to compare outcomes on equal footing for procurement planning purposes.

Task One: Discovery and Development of Methodology

WSP will work with MCE to develop a conceptual methodology document capturing MCE's desired functionality for the tool. This document will include, but not be limited to,

- the types of measures the tool will assess and the appropriate data sources for each,
- the form of the input data from DEER or other sources,
- appropriate emission factors,
- MCE's requirements of the tool relative to regulators,
- the financial analyses the tool should perform,
- the time horizon of the analysis,
- the parameters and inputs that users should be able to manipulate.

This document would continue to evolve while the tool is developed, and will ultimately serve as documentation of data sources, assumptions, and functionality.

Deliverable: Draft and Final Methodology Document

Task Two: Development of Tool

Building upon WSP's existing marginal abatement cost curve tool resources, and using the Methodology Document as a starting point, WSP will prepare a draft tool for review and use by MCE in its energy efficiency programs. This task allows time for several back and forth iterations as supported by the budget to refine the use of the tool.

Deliverable: Draft and Final tool to support integrated demand side resource evaluation for procurement planning.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

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

Staff Rates

Tim Kidman (WSP), Senior Consultant: \$177/hr
Matthew Aberant (Leidos), Project Director: \$185/hr
Peter Kobylarek (Leidos), Associate Consultant: \$161/hr
Michael Mondshine (WSP), Vice President: \$300/hr

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

TIM KIDMAN

SENIOR CONSULTANT



YEARS WITH WSP

1

YEARS TOTAL

8

AREAS OF PRACTICE

GHG Abatement Cost Analysis

Sustainability Strategy

Product and Supply Chain Management

GHG and Resources Management

Sustainable Energy

Climate Preparedness

LANGUAGE

PROFILE

Tim Kidman is a Senior Consultant who works on greenhouse gas (GHG) mitigation, offsets, and adaptation, sustainable strategy, and related sectors including energy efficiency, renewable energy, and transportation. He has in-depth knowledge of California's AB 32, carbon pricing mechanisms, the offset market, standards development process, verification, and project monitoring. He has worked with public sector clients such as the States of Washington and Maryland, U.S. Environmental Protection Agency, Energy Information Administration, California Air Resources Board, Department of Defense, and private sector clients including the Climate Action Reserve, Sacramento Municipal Utility District, Washington Gas, Pasadena Water & Power, J.D. Power & Associates, Bank of America, and others. He holds a Master of Environmental Science & Management from the University of California, Santa Barbara, and a B.A. from Wesleyan University.

EDUCATION

| | |
|--|------|
| M.S., Environmental Science & Management, University of California, Santa Barbara Bren School, Santa Barbara, CA | 2008 |
| B.A., Philosophy, Wesleyan University, Middletown, CT | 2002 |

PROFESSIONAL EXPERIENCE

- Currently leading an effort for the Climate Actin Reserve supporting the development of a GHG offset project protocol for the Avoided Conversion of Grasslands. This work involves developing stratification guidance, developing a baseline modeling approach that simplifies accounting while capturing the complexity of agricultural practices across the landscape, conducting biogeochemical process modeling, and providing quantification methodologies to support project accounting.
- Led a team analyzing all available climate mitigation opportunities to create a dynamic GHG marginal abatement cost curve model for the Sacramento Municipal Utilities District (SMUD). This included analysis of energy efficiency, renewable energy, building and vehicle electrification, and greenhouse gas offset measures. The model analyzes the economic costs and benefits of each measure based on user-specified time horizons, discount rates, and other dynamic parameters.
- Supported GHG offset project developer in getting Early Action Offset Credits (EAOCs) successfully verified and issued by the Offset Project Registry (OPR) under California's cap and trade program. This included data management, coordination of verification activities and materials, and communication with the (OPR) and California Air Resources Board (AB). Currently supporting the client in converting EAOC to ARBOCs, and transitioning the project to the Compliance protocol.
- Conducted multiple assessments of the lifecycle GHG emissions from biofuel production to support new pathways under California's Low Carbon Fuel Standard

TIM KIDMAN

(LCFS). This included modeling of agricultural GHG emissions from crop production under varied management practices and unique biofuel processing practices. In addition to modeling, supported biofuels producers in filing applications for new fuel pathways to the California Air Resources Board to secure lower carbon intensity for biofuels sold to the California market.

- Performed ISO 14064-3 compliant assurances to verify the compilation of GHG, waste and water inventories in accordance with prescribed data collection, management, and accounting standards including The Greenhouse Gas Protocol and Global Reporting Initiative G4.
- Supported the assessment of environmental, sustainability, and governance (ESG) disclosure programs and data requests to help the client design the optimal suite of engagement to maximize and maintain leadership position. Included a systematic inventory of ESG programs and analysis of their intended user base and impact.
- Led research for the State of Washington Climate Legislative and Executive Workgroup into GHG policies in other jurisdictions to explore their potential to achieve emission reductions if implemented in Washington. The research contributed to an effort led by Governor Inslee to better understand potential policy options for the State to achieve established GHG reduction targets. Research was conducted on approximately fifteen different types of policies (e.g., Cap and Trade) and multiple instances of each (e.g., California or Quebec), across a variety of criteria including cost effectiveness, economic impacts, volume of reductions, and potential for infrastructure investment.
- Evaluated the potential impacts from climate change on SMUD's infrastructure, demand profile, generation capacity, transmission systems, and other risk factors, and recommended actions to increase readiness and resiliency. Research focused on how climate change impacts will have varied effects across SMUD's operations, and opportunities to mitigate the adverse impacts of those effects through proactive adaptation and risk planning. The research focused on changes in mean and extreme temperatures, shifts in the magnitude, timing and form of precipitation, and interruptions to regional wind and flooding patterns. Findings were presented both in the form of an internal report for SMUD, and an external-facing report for Sacramento stakeholders.
- Led an effort to analyze GHG offset project types not yet adopted by California Air Resources Board to assist SMUD in understanding opportunities to participate in protocol development or execution of pilot projects. The research included interviews with contacts at ARB, the offset project registries (OPR), environmental NGOs and utility stakeholders, as well as detailed review of the available technical literature. The result was a report and multi-criteria assessment scoring six offset project types on the basis of their technical readiness, market readiness, political viability, GHG reduction potential, and other relevant attributes.
- Supported the Arlington County, VA in conducting its GHG inventory, including data analysis and quantification. Subsequently, prepared an Excel-based tool for the County. The tool allows the County to execute future inventories without consultant participation and with minimal resources.
- Supported the California ARB in implementation of the state's GHG reporting program, California e-GGRT. This included building full-functionality calculation

TIM KIDMAN

and reporting tools for electric power entities, suppliers of transportation fuels, and petroleum and natural gas systems.

- Supported U.S. EPA in the implementation and improvement of its Greenhouse Gas Reporting Program (GHGRP) including content development for the e-GGRT GHG Reporting Instructions; construction of Excel-based calculation tools, serving as a subject matter expert with the program's help desk to answer rule-related questions, and reviewing the consistency of the rule's requirements. For EPA, Mr. Kidman also conducted review of Mandatory Reporting Rules to ensure completeness of subsection accounting standards, and assessed consistency across subsections.
- Assisted SMUD in developing its first ever Request for Offers for compliance GHG offsets within California's cap and trade program. He drafted contract language in consultation with SMUD staff, and briefed SMUD on risk exposure and mitigation measures regarding delivery risk, conversion risk, counter-party risk, and invalidation risk. In addition, he developed a scoring metric to allow SMUD to evaluate offers in the context of price and value.
- As part of a larger waste diversion analysis, quantified the GHG benefit of seven distinct food waste diversion scenarios in Pierce County, WA. These scenarios considered the use of both composting and anaerobic digestion at varying rates of implementation, and assessed GHG impacts from life cycle stages including waste handling and transportation, facility operations, landfill methane emissions, soil carbon sequestration, methane recovery, and production of renewable electricity.
- Led an effort to develop Monitoring and Reporting plans for the Pasadena Water & Power's sulfur hexafluoride (SF6) resources, including both installed and warehoused equipment and containers. The plans were designed to meet requirements of both EPA and ARB reporting through a single coordinated process. Mr. Kidman worked closely with PWP staff to understand the current monitoring process, locate SF6, improve tracking and streamline reporting.
- Performed GHG analysis of operational emissions associated with Washington Gas' natural gas transmission and distribution network to inform GHG reduction goal setting. This included a review of system characteristics, identification of low-cost/high-yield opportunities, and compilation of data for management review.
- For the State of Maryland, performed policy analysis to quantify the emissions impacts and reductions associated with proposed and existing policies aimed at increased use of renewable energy resources.
- Led the research and writing of an issue paper analyzing the feasibility of bioreactor landfill protocol implementation for the Climate Action Reserve (CAR). The issue paper analyzed project eligibility, regulatory implications, monitoring, and GHG calculation methodologies. Using the final product, CAR will determine whether to develop an offset protocol for bioreactor landfills.
- Prepared a report informing the direction of SMUD's green power program. This included research on current and projected trends in voluntary renewable energy purchases; analysis of the drivers of residential and non-residential participation; review and critical assessment of the debate around use of renewable energy credits; analysis of the likely interactions between voluntary renewable electricity purchases and California's increased renewable portfolio standard and cap and

TIM KIDMAN

trade regime. This work includes analysis of the intersection between renewable energy credits (RECs) and offsets, considering the impacts that RECs may have on offset additionally.

- For the U.S. Energy Information Administration, assessed the lifecycle emissions associated with biomass and biofuels from forest and agricultural feedstocks in the context of the National Energy Modeling Software (NEMS). This work included analysis of the treatment of biogenic emissions within NEMS, and a critical examination of the literature in the areas of management induced emissions and carbon debts/dividends.
- Analyzed and produced recommendations for improving the accounting framework and additionality requirements for the U.S. EPA Climate Leaders GHG offset protocols. Mr. Kidman also scoped additional project offset categories for EPA. He performed data collection, literature review, and quantitative and qualitative analyses.
- As a Project Manager at the Climate Action Reserve, author of the Reserve's ozone depleting substances offset protocols for the U.S. (approved by California Air Resources Board for use under AB 32) and Article 5 countries; contributed to the Reserve's livestock manure, organic waste composting and organic waste digestion GHG offset protocols; managed the Reserve's work on several landfill methane GHG offset protocols; developed verification oversight procedures for Reserve-accredited verifiers; managed the development training materials and exams, and taught verification courses required by the Reserve for all lead verifiers.

PUBLICATIONS AND PRESENTATIONS

Publications

- Early, Claire; Kidman, Timothy et. al. "Informing Packaging Design Decisions at Toyota Motor Sales Using Life Cycle Assessment and Costing." *Journal of Industrial Ecology*, July 2009, pp. 592-606

Presentations

- Kidman, Timothy. "Climate Regulation 101." Navigating the American Carbon World, San Francisco, CA. March, 2011
- Kidman, Timothy. "The Impact of AB32 on California Refineries." Refining, Oil & Gas Executive Roundtable, Pebble Beach, CA. February, 2014

MICHAEL MONDSHINE

VICE PRESIDENT



YEARS WITH WSP

1

YEARS TOTAL

22

AREAS OF PRACTICE

Sustainability Strategies

Climate Change
Vulnerability and
Adaptation

Greenhouse Gas
Accounting

Supply Chain Risk
Assessment

Ecodistrict Development

Energy Markets

LANGUAGES

English

PROFILE

Michael Mondshine is an internationally recognized expert in the fields of energy, sustainability and climate change, with 22 years of experience in greenhouse gas (GHG) accounting, policy development and mitigation. An experienced consultant with passion for solving complex problems, Mr. Mondshine currently leads WSP's Climate Preparedness practice, and is relied upon for strategic advisory by Fortune 50 corporations, utilities, municipal, state and national governments. Mr. Mondshine has been recognized by the Intergovernmental Panel on Climate Change (IPCC) for his contributions to their receipt of the 2007 Nobel Peace Prize and serves as Board Chair of the Association of Climate Change Officers (ACCO). A sought after speaker, he has participated in panels and provided technical presentations at more than 40 conferences, workshops and webinars in the U.S. and abroad. He has served as a lecturer for such educational "bootcamps" as *Materiality Assessment and Climate Risk Disclosure* and *Establishing GHG Reduction Goals and Management Structures*.

EDUCATION

| | |
|---|------|
| M.P.P., Regulatory Policy, Georgetown University, Washington DC | 1993 |
| B.A., Government and Politics, University of Maryland, College Park, MD | 1989 |

PROFESSIONAL EXPERIENCE

- Leading effort to conduct vulnerability assessment for a Global 100 company, focusing on their internal operations as well as external investment portfolio. Project includes an assessment of current risks from multiple hazards and the change in risk associated with climate change over the near to mid-term.
- Conducted global review of current and planned carbon pricing regimes around the world for a Fortune 50 company seeking to integrate carbon pricing into their energy efficiency, clean energy and compliance strategies. Supported strategy to incorporate future carbon costs into return-on-investment calculations for clean energy and energy efficiency spend.
- Managed project to develop sustainable food processing district that reduces energy costs and provides competitive advantages to industrial occupants in Fresno, CA. Identified potential locations, evaluated available infrastructure, reached out to potential developers and coordinated efforts with the City's Mayor's office and Pacific Gas and Electric.
- Managed contract to provide energy and climate analysis for Arlington, County, Virginia. Provided technical input into their development of a GHG inventory and community energy plan.
- Served as Program Manager and technical lead in support of SAIC's environmental and climate change support services contract for Bank of America.

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Managed technical analysis of plan components and development of evaluation metrics for Bank of America's \$20 billion climate change initiative.

- As part of a project to evaluate approaches to reduce greenhouse gas emissions in Washington State to statutory targets in 2020, 2035, and 2050, evaluated impact of federal policies on future state GHG emission levels. Conducted literature review and reviewed NEMS modeling results for CAFE standards, Renewable Fuel Standards, tax incentives for renewable energy (PTC/ITC) and Clean Air Act Requirements on stationary generation sources. Testified before Climate Legislative and Executive Workgroup (CLEW) consisting of the Governor and two members from each political party within the legislature.
- Technical lead on SAIC's Sustainability Working Group, helping craft a sustainability program with an IRR of 30%, an NPV of \$6.7 million through 2020, and recognition by the USEPA for Climate Leadership in GHG Emissions Reduction Goal Setting.
- Managed mission services support contract to U.S. EPA's Climate Change Division. Under that contract, led development of carbon content coefficients used in Subpart C, Subpart MM, and Subpart NN of the Mandatory Reporting of Greenhouse Gases Rule and served as a domain expert in the requirements analysis for development of the Internet-based e-GGRT reporting system used to implement the program.
- On behalf of the EPA's Climate Change Division, developed a three-volume set of guidance for project developers seeking to generate GHG emission offsets under the Climate Leaders Program including a volume on Climate Change Project Boundaries with recommendations for eight project types.
- Led SAIC Program Management Office for delivery of services under strategic alliance with C3 Enterprise Energy and Carbon Management software, negotiating service agreements with C3 CEO, Tom Siebel, developing joint marketing strategy, and producing more than a dozen joint proposals in approximately 90 days.
- Managed contract and served as lead technical author for the production of a general reporting protocol and a certification protocol for the California Climate Action Registry and for follow-on project to develop a general reporting protocol and a verification protocol for the 40-state consortium, The Climate Registry.
- Managed support for the U.S. EIA's Greenhouse Gases Program, including annual preparation of the report Emissions of Greenhouse Gases in the United States and implementation of the 1605(b) Voluntary Reporting of Greenhouse Gas Emissions and Reductions Program. Technical contributions included estimating annual levels of U.S. methane emissions, serving as principal author of the chapter on methane emissions, managing the development and annual update of an electronic database containing estimates from the emissions report and developing and regularly updating GHG emissions coefficients for natural gas, coal by rank, and 20 petroleum products. Those coefficients were later adopted by the U.S. DOE, U.S. EPA and Department of State.
- Managed support for U.S. DOE's Office of Policy in their preparation of revised guidelines for an enhanced 1605(b) Program and led SAIC's efforts on behalf of EIA to develop an Internet data collection tool for the enhanced Program. Served on the team reviewing reports submitted to the Program; provided technical

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assistance to potential reporters and other stakeholders interested in reducing GHG emissions; and reviewed more than 400 emission reduction reports with more than 3,000 emission reduction projects.

- Managed development of a Climate Change Action Plan for the state of Maryland that reviewed 63 potential policies for their contributions to emission reductions, economic costs and benefits, impacts on jobs, political feasibility and implementation approaches. Presented results at public workshops for review and comment.
- Managed preparation of maps showing key energy resources and infrastructure and drafted narrative text for State Energy Profiles of each of the 50 U.S. states to be posted on the website of the U.S. EIA.
- Led completion of GHG inventories for the Nebraska Public Power District and OGE Energy.
- Executed a Carbon Emission Reduction Credit Pilot Project on behalf of the Tennessee Valley Authority that quantified potential reduction credits from co-firing biomass in a coal-fired boiler.
- Supported efforts to develop administrative structures for a sustainable national GHG emissions inventory program and joint implementation program in Ukraine.



December 4, 2014

TO: Marin Clean Energy Board
FROM: Katie Gaier, Human Resources Coordinator
RE: SUPPLEMENT: New and Revised MCE Positions (Agenda Item #08)
ATTACHMENT: A. Job Description for Regulatory Counsel

Dear Board Members:

SUMMARY:

Supplemental Staff Report:

The attached draft job description and compensation level recommendation for Regulatory Counsel reflects a downward adjustment to the low end of the Regulatory Counsel salary range and modifies the experience requirement for Regulatory Counsel. The job description further clarifies legislative roles as assigned to the Regulatory Counsel.

Regulatory Counsel

The Regulatory Counsel serves as a legal advisor on the Regulatory Team to represent MCE's interests at the CPUC as well as other regulatory agencies and the legislature. The revisions to the job description reflect legislative work that may be assigned to the Regulatory Counsel. MCE further recommends creating a Tier 1 Regulatory Counsel position and reducing the minimum experience requirement such that a qualified but less experienced attorney could hold the position of Regulatory Counsel, Tier 1.

Recommendation: Approve the job description for the revised position of Regulatory Counsel and set the following salary ranges:

Regulatory Counsel, Tier 1: \$55,000-\$77,000 (New Range)
Regulatory Counsel, Tier 2: \$77,000-100,156 (Existing Range)

Compensation of the Regulatory Counsel to be determined by the Executive Officer within the existing Board approved budget.



Regulatory Counsel Job Description

Summary

The Regulatory Counsel works under direction from the Executive Officer or the Legal Director and has responsibility for a wide range of Marin Clean Energy (MCE) regulatory matters, with particular emphasis on representation of MCE's interests at the California state legislature and California regulatory agencies, such as the California Public Utilities Commission (CPUC). The Regulatory Counsel may also provide legislative counsel to MCE and may be referred to as Regulatory and Legislative Counsel, depending on the tasks to which the Regulatory Counsel is assigned.

The Regulatory Counsel evaluates proposed regulatory policies and applications to assess the legal and policy impact on MCE and other Community Choice Aggregators (CCAs), helps develop MCE positions on issues, develops analyses, persuasive filings, and strategy to support MCE's position. The Regulatory Counsel may be tasked with evaluating proposed legislation and participating in legislative hearings and other legislative processes. The Regulatory Counsel represents MCE in administrative proceedings before applicable regulatory agencies, such as the CPUC, California Energy Commission, California Air Resources Board, or California Independent System Operator. The Regulatory Counsel is responsible for policy arguments and legal procedure before regulatory agencies, oral advocacy, cross examination and meetings with regulatory agency staff and officers. The Regulatory Counsel is also responsible for addressing MCE program implementation issues that may require regulatory or legislative remedies.

Class Characteristics

The Regulatory Counsel works under the general supervision of the Executive Officer or the Legal Director. Regulatory Counsel participates as a MCE representative before various regulatory agencies, including the CPUC, in matters affecting community choice aggregators (CCAs) and other electric utilities, including in ratemaking proceedings, rulemakings, and proposed rules and regulations. The Regulatory Counsel is tasked with writing persuasive motions, comments, and legal briefs; providing strategic and legal input on regulatory matters; oral advocacy in workshops, administrative hearings, evidentiary hearings, and private meetings; coordinating and undertaking regulatory relations

activities with agency staff, Pacific Gas & Electric (PG&E) staff and executives, and stakeholders; and coordinating MCE legislative analysis, strategy and advocacy efforts with legislators, energy experts, and stakeholders under the supervision of the Legal Director or Executive Officer.

Essential Duties and Responsibilities (Illustrative Only)

- Initiate and coordinate regulatory relations activities with regulatory agency staff, PG&E employees, interested parties, and other stakeholders.
- Represent MCE in regulatory proceedings through preparation of data requests, motions, briefs, comments, testimony, and other legal documents.
- Serve as the point of contact for regulatory and legislative stakeholders on policy and implementation issues.
- Analyze potential bills and conduct legislative advocacy in partnership with lobbyists and stakeholders at the California State Legislature.
- Review, analyze and summarize filings prepared by utilities and other entities.
- Analyze and interpret regulatory proposals, legislation, and other policy issues.
- Work with Legal Director, technical experts and external regulatory counsel to develop effective and persuasive communications before the CPUC and other regulatory agencies.
- Represent MCE before the CPUC and other regulatory agencies.
- Write persuasive legal briefs to regulatory agencies on behalf of MCE and its customers.
- Engage in relationship building with community stakeholders in order to facilitate regulatory and legislative goals.
- Cross-examine technical and regulatory witnesses.
- Participate in settlements before regulatory bodies, primarily the CPUC.

Supervisory Responsibilities

This job may have some supervisory responsibilities and lead worker tasks, particularly in regard to coordination of lobbying activities.

Breakdown of Time Spent on Various Work Areas

- Regulatory – CPUC Filings and Case Management 65%
- Regulatory Data Analysis and/or
Legislative Coordination and Monitoring 25%
- Other Analytical Tasks 10%

Qualifications

- Law degree from an ABA approved law school and admission to the California Bar. Bachelor's or Master's degree in accounting, economics, engineering or finance preferred.
- Experience in regulatory affairs at an electric utility or in a closely related field preferred.
- Knowledge of and sensitivity with CCA related issues a plus.

Knowledge

- Knowledge of California electric utility regulatory issues, CPUC regulatory practices and procedures, California legislative processes and decision-makers.
- Experience in utility rate design, electric resource planning or regulatory relations.
- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.

Language and Reasoning Skills

- Exercise exceptional analytical skills, sound judgment, creative problem solving, and commercial awareness.
- Analyze and interpret large amounts of information quickly and accurately, and make sound policy recommendations.
- Develop high-quality writing, research and communication work products.
- Deliver clear and persuasive oral communication.
- Interact effectively with administrative bodies and MEA's Legal Director, Executive Officer and Board of Directors.
- Manage projects and time efficiently.

Skills and Abilities

- Manage multiple priorities.
- Quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.