



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

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

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 Sixth Agreement with Frontier Energy, Inc.
5. New Board Member Additions to Committees (Discussion/Action)
6. Charles F. McGlashan Advocacy Award (Discussion/Action)



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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7. Policy 011 Update: Sustainable Workforce and 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



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MCE BOARD MEETING MINUTES

Thursday, October 19, 2017

7:00 P.M.

**THE CHARLES F. MCGLASHAN BOARD ROOM
1125 TAMALPAIS AVENUE, SAN RAFAEL, CA 94901**

**City of Lafayette, 3675 Mt. Diablo Blvd, Room 265, Lafayette, CA 94549
City of Oakley, 3231 Main Street, Oakley, CA 94561**

Roll Call: Director Tom Butt called the regular Board meeting to order at 7:05 p.m. An established quorum was met.

Present: Edi Birsan, City of Concord (Lafayette Location)
Lisa Blackwell, Town of Danville (Lafayette Location)
Tom Butt, Vice Chair, City of Richmond
Barbara Coler, Town of Fairfax
Federal Glover, County of Contra Costa (Lafayette Location)
Peter Longmire, City of Pittsburg (Lafayette Location)
Greg Lyman, City of El Cerrito
Bob McCaskill, City of Belvedere
Andrew McCullough, City of San Rafael
Sashi McEntee, City of Mill Valley
Emmett O'Donnell, Town of Tiburon
Elizabeth Patterson, Alternate, City of Benicia
Scott Perkins, City of San Ramon (Lafayette Location)
P. Rupert Russell, Town of Ross
Rob Schroder, City of Martinez (Lafayette Location)
Maureen Toms, City of Pinole
Dave Trotter, Town of Moraga (Lafayette Location)
Brad Wagenknecht, County of Napa
Ray Withy, City of Sausalito

Absent: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Arturo Cruz, City of San Pablo
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Sue Higgins, City of Oakley
Kate Sears, Chair, County of Marin
Don Tatzin, City of Lafayette
Kevin Wilk, City of Walnut Creek

Staff: Greg Brehm, Director of Power Resources
John Dalessi, Operations and Development

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Carol Dorsett, Human Resources Associate
Kirby Dusel, Resource Planning & Renewable Energy Programs
Jessica Flores-Brooks, Power Resources Assistant
Beth Kelly, General Counsel
Justin Kudo, Deputy Director of Account Services
Justine Parmelee, Operations Associate (Lafayette Location)
Byron Vosburg, Power Supply Contracts Manager
Dawn Weisz, Chief Executive Officer

1. Board Announcements (Discussion)

Director Lyman shared a report out on the 2017 California ISO Stakeholders Symposium that both he and Director Haroff attended in Sacramento.

2. Public Open Time (Discussion)

Vice Chair Butt opened the public comment period and there were no speakers.

3. Report from Chief Executive Officer (Discussion)

CEO Dawn Weisz reported on the following:

- Reminder of microphone use
- Remote participation and video conferencing from Lafayette
- Sonoma County fire impacts update
- A huge thank you to the Legislative Ambassadors from the MCE Board of Directors
- Concord Office – beginning lease negotiations and should have a draft lease ready for the November Executive Committee
- MCE 2017 Holiday Party to be held on Friday December 15, 2017 at the Richmond Country Club; formal invitations will be sent out in early November

4. Consent Calendar (Discussion/Action)

- C.1 Approval of 9.22.17 Board Retreat Minutes
- C.2 Approved Contracts Update

Vice Chair Butt opened the public comment period and there were no speakers.

ACTION: It was M/S/C (Wagenknecht/Lyman) to **approve Consent Calendar items with edit to minutes reflecting the absence of Director McCullough at the 9.22.17 Board Retreat.** Motion carried by unanimous vote. (Abstain on C.1: Directors McCullough, Patterson, Russell, Toms and Withy). (Absent: Directors Athas, Bailey, Cruz, Greene, Haroff, Higgins, Sears, Tatzin and Wilk).

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5. MCE Draft Integrated Resource Plan (Discussion)

Byron Vosburg, Power Supply Contracts Manager, introduced this item and addressed questions from Board members.

Vice Chair Butt opened the public comment period and there were no speakers.

6. MCE Billing Overview for Special Customer Groups (Discussion)

Justin Kudo, Deputy Director of Account Services, introduced this item and addressed questions from Board members.

Vice Chair Butt opened the public comment period and there were no speakers.

7. Regulatory and Legislative Policy Update (Discussion)

Beth Kelly, General Counsel, introduced this item and addressed questions from Board members.

Vice Chair Butt opened the public comment period and there were no speakers.

8. Board Member & Staff Matters (Discussion)

There were none.

9. Adjournment

The Board of Directors adjourned the meeting at 9:15 p.m. to the next scheduled Board Meeting on November 16, 2017.

Tom Butt, Vice Chair

Attest:

Dawn Weisz, Secretary



November 16, 2017

TO: MCE Board of Directors
FROM: Troy Nordquist, Contracts Manager & Legal Assistant
RE: Report on Approved Contracts (Agenda Item #04 – C.2)

Dear Board Members:

SUMMARY: This report summarizes agreements entered into by the Chief Executive Officer and if applicable, the Chair of the Technical Committee since the last regular Board meeting in July. This summary is provided to your Board for information purposes only.

Review of Procurement Authorities

In February 2017, your Board adopted Resolution 2017-02 which included the following provisions:

The CEO and Technical Committee Chair, jointly, shall have all necessary and proper authority, after consultation with a Committee of the Board, to approve and execute contracts for Energy Procurement for terms of less than or equal to five years. The CEO shall timely report to the Board all such executed contracts.

The CEO shall have all necessary and proper authority to approve and execute contracts for Energy Procurement for terms of less than or equal to 12 months, which the CEO shall timely report to the Board.

The Chief Executive Officer is required to report all such contracts and agreements to the MCE Board on a regular basis.

Summary of Agreements

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
September 2017	Purchase of 100 GWh Renewable Energy, 2018	Powerex	\$601,000	1 Year
September 2017	Purchase of 100 GWh Renewable Energy, 2019	Powerex	\$513,750	1 Year

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
September 2017	Purchase of 167 MW Resource Adequacy, 2018	City of Santa Clara dba Silicon Valley Power	\$317,300	4 Months
October 2017	Purchase of 50 GWh GHG-free Energy, 2017	Morgan Stanley	\$2,645,000	1 Month
October 2017	Purchase of 75 GWh Renewable Energy, 2019	Powerex	\$1,181,250	1 Year
October 2017	Purchase of 406 MW Resource Adequacy, 2018	High Desert Power	\$406,000	1 Year
October 2017	Purchase of 250 GWh Renewable Energy, 2018	Xcel (Public Service Company of Colorado)	\$1,462,500	1 Year
October 2017	Purchase of 474 MW Resource Adequacy, 2018	Tenaska Power Co.	\$663,600	4 Months
October 2017	Purchase of 2,578 MW Resource Adequacy, 2018	Pacific Gas & Electric	\$4,660,000	1 Year

Fiscal Impact: Expenses associated with these Agreements are included in the FY 2017/18 Operating Fund.

Recommendation: Information only. No action required.



November 16, 2017

TO: MCE Board of Directors

FROM: David McNeil, Manager of Finance

RE: Proposed FY 2017/18 Operating Fund Budget Amendment (Agenda Item #04 – C.3)

ATTACHMENT: Proposed FY 2017/18 Operating Fund Budget Amendment

Dear Board 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 membership dues for California Community Choice Association (CalCCA).

At its November 3, 2017 meeting, the Executive Committee reviewed the proposed Budget Amendment, offered input, and recommended 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 FY 2017/18 Operating Fund Budget Amendment is a \$175,000 decrease in operating income and expected contribution to the net position.

RECOMMENDATION: Approve the proposed FY 2017/18 Operating Fund Budget Amendment.

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



November 16, 2017

TO: MCE Board of Directors

FROM: Alice Stover, Manager of Policy and Planning, Customer Programs

RE: Proposed Sixth Agreement with Frontier Energy, Inc. (Agenda Item #04 - C.4)

ATTACHMENT: Proposed Sixth Agreement with Frontier Energy, Inc.

Dear Board Members:

SUMMARY:

Frontier Energy, Inc. (formerly Bevilacqua-Knight, Inc., or BKi), provides regulatory technical support and reporting for the MCE Energy Efficiency Program. MCE has been contracting with Frontier Energy annually since 2012. Frontier Energy has been instrumental in preparing several applications to the California Public Utilities Commission (CPUC) for energy efficiency programs, including MCE's Energy Efficiency Program Business Plan. In 2016, Frontier Energy began preparing MCE's quarterly reports to the CPUC. The strong work products produced in prior years indicate that contracting with this vendor again will be successful.

The services included in the proposed Agreement are crucial to meeting regulatory obligations associated with CPUC funding. Services would be provided by Frontier Energy during the contract term beginning January 1, 2018 and ending on December 31, 2018. The maximum cost to MCE under the Agreement would be \$85,057.

In 2017, MCE received \$18,177 from the CPUC to conduct Evaluation, Measurement and Verification (EM&V) of our Energy Efficiency Programs. While the majority of Sixth Agreement would be paid for with Energy Efficiency Program funds, a portion (Task 5 as outlined in Exhibit A of the Agreement) would be funded from the EM&V funds.

Fiscal Impact: Costs related to the proposed Agreement that are expected to be incurred in FY 2017/18 are included in the FY 2017/18 Energy Efficiency Program Fund Budget. Costs that are expected to be incurred in FY 2018/19 would be included in the FY 2018/19 Energy Efficiency Program Fund Budget.

Recommendation: Approve the proposed Sixth Agreement with Frontier Energy, Inc.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SIXTH AGREEMENT
BY AND BETWEEN**

MARIN CLEAN ENERGY AND FRONTIER ENERGY, INC. (FORMERLY BEVILACQUA-KNIGHT, INC.)

THIS SIXTH AGREEMENT ("Agreement") is made and entered into this day **November 16, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and FRONTIER ENERGY, INC., hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE 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 **\$85,057**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2018**, 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.

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. 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

 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: Lacey Tan

 Address: 1000 Broadway, Suite 410

 Oakland, CA 94607

 Email Address: ltan@frontierenergy.com

 Telephone No.: (510) 463-6133

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

21. SEVERABILITY

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

22. COMPLETE AGREEMENT

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

23. COUNTERPARTS

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

24. PERFORMANCE AND PAYMENT BOND (REQUIRED 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

By: _____

Date: _____

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)

Contractor will provide the following technical and regulatory reporting services as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Task 1: Attend California Public Utilities Commission (CPUC) Regulatory Meetings

- Attend CPUC Peer Coordination Group (PCG) Reporting and Relevant Stakeholder Meetings
- Provide detailed notes, track and prioritize action items, and hold post-meeting debrief calls with MCE as needed.

Task 2: Coordinate and Submit Regulatory Reporting to the CPUC

- Coordinate with existing MCE program leads/implementers to collect and perform quality control on quarterly required data
- General reporting coordination with 1-2 new implementers on Quarterly reports
- Support program leads in communicating data feedback to implementation partners
- Submit 4 quarterly reports to the CPUC on behalf of MCE via California Energy and Reporting System (CEDARS) (2017 Q4; 2018 Q1-Q3)
- Review and respond to quality control feedback reports on quarterly and annual submissions as directed by third party evaluators
- Submit 2017 annual claims submission to the CPUC on behalf of MCE via CEDARS
- Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests as they relate to reporting

Task 3A: March Compliance Filing/Business Plan True-up

2018 Business Plan True-up Filing with existing programs and measures as is, assuming comments and changes are minimal, to be completed in March per CPUC schedule:

- Upload all required Business Plan filing documents such as cost effectiveness inputs, appendix, advice letter number, and program implementation plans to CEDARS
- Coordinate with MCE to update program definition tables in CEDARS
- Coordinate with MCE on populating Appendix

Task 3B: Additional Support on Business Plan Filing

- Coordinate with MCE on program design/updates required per CPUC comments on Business Plan Filing and update cost effectiveness inputs to align with changes

Task 4: Contractor/Implementer Training

- Implementer Training (Onboarding, kickoff meetings, walk-through reporting materials/package, CET inputs, etc.)
- Develop Reporting Resource Package (include Database for Energy Efficiency Resources (DEER), Remote Ex-Ante Database Interface (READI), CEDARS, Data Dictionary, Workpaper archive, etc.)

Task 5: Cost Effectiveness Sensitivity Analysis

Develop a methodology and approach to analyze the impacts a specific set of cost effectiveness (CE) inputs have on overall total resource cost (TRC) results, and summarize overall impacts to inform program design.

- Perform analysis on both the Multifamily program and the Small Commercial Program
- Provide a preliminary set of inputs to focus on and analyze, and work with MCE to refine
- Run test input files through the CE Tool, track and summarize relationships between one input at a time, and document overall impact on TRC
- Potentially expand analysis to understand the relationship between multiple variables and stacking effect on TRC

Task 6: Ad-hoc Reporting Support

- Ad-hoc requests related to regulatory reporting but outside of any one specific task and identified scope

**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:

TASK 1: Attend CPUC Regulatory Meetings	Not to exceed \$5,993 For expenses and hourly work performed at an average rate of \$123 per hour
TASK 2: Coordinate and Submit Regulatory Reporting to the CPUC	Not to exceed \$41,113 For hourly work performed at an average rate of \$123 per hour
TASK 3A: March Compliance Filing/Business Plan True-up	Not to exceed \$8,223 For hourly work performed at an average rate of \$123 per hour
TASK 3B: Additional Support on Business Plan Filing	Not to exceed \$3,795 For hourly work performed at an average rate of \$123 per hour
TASK 4: Contractor/Implementer Training	Not to exceed \$5,693 For hourly work performed at an average rate of \$123 per hour
TASK 5: Cost Effectiveness Sensitivity Analysis	Not to exceed \$17,710 For hourly work performed at an average rate of \$123 per hour
TASK 6: Ad-hoc Reporting Support	Not to exceed \$2,530 For hourly work performed at an average rate of \$123 per hour

Contractor shall bill MCE monthly. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$85,057** for the term of the Agreement.

New Board Member Additions to Committees
Current need: Formation of the 2018 Ad Hoc Ratesetting Committee

MCE Board Offices and Committees

Board Offices:

Kate Sears, Chair

Tom Butt, Vice Chair

Denise Athas, Auditor/Treasurer

Dawn Weisz, Secretary

Executive Committee

1. Tom Butt, Chair
2. Denise Athas
3. Sloan Bailey
4. Edi Birsan
5. Lisa Blackwell
6. Barbara Coler
7. Federal Glover
8. Ford Greene
9. Kevin Haroff
10. Bob McCaskill
11. Kate Sears
12. Dave Trotter

Technical Committee

1. Kate Sears, Chair
2. Kevin Haroff
3. Ford Greene
4. Greg Lyman
5. Emmett O'Donnell
6. Scott Perkins
7. Rob Schroder
8. Don Tatzin
9. Ray Withy

Ad Hoc Contracts Committee 2017 Open Season

1. Sloan Bailey
2. Barbara Coler
3. Ford Greene
4. Greg Lyman
5. Emmett O'Donnell
6. Don Tatzin

Ad Hoc Audit Committee 2017 (for reference)

1. Bob McCaskill
2. Sashi McEntee
3. Ray Withy
4. Don Tatzin

Ad Hoc Ratesetting Committee – 2017 (for reference)

1. Sloan Bailey
2. Greg Lyman
3. Bob McCaskill
4. Sashi McEntee

Ad Hoc Ratesetting Committee – 2018

1. *Sloan Bailey (interested)*
2. *Kevin Haroff (interested)*
3. *Bob McCaskill (interested)*
4. *Sashi McEntee (interested)*
5. *Scott Perkins*
6. *Alan Schwartzman*
7. *Dave Trotter*

(Updated 9.22.17)



MCE Ad Hoc Rates Committee Overview and Scope

Typical Membership:	4 to 6
Current Members:	None
Membership Process:	MCE strives to assemble an Ad Hoc Rates Committee that broadly represents the interests of customers throughout the MCE service area. MCE also strives to assemble an Ad Hoc Contracts Committee comprised of at least one county representative and one city/town representative from each county in the MCE service area. Available seats on the Ad Hoc Contracts Committee are therefore first offered to any interested and applicable Board member whose county is not yet represented by one county and one city member. Interested members can be added at a meeting of the Board when “Board Committees” is on the Agenda, and this committee is typically formed in the fall of each year.
Meeting Dates:	To be determined; likely in January and early February

Scope

The Ad Hoc Rates Committee is the best opportunity for Board members to help shape MCE’s pricing strategy for its retail electric service offerings. Supported by technical experts and staff representing finance and public affairs, this committee considers what changes to MCE’s rates should be recommended in light of a variety of important factors that affect MCE’s success. These factors include the competitive environment in which MCE operates, customer impacts and behavior, MCE’s projected/budgeted expenditures, MCE’s financial condition, business risks, and consideration of special program options (e.g., Deep Green, Net Energy Metering, Electric Vehicles). The Committee meets once or twice during the beginning of the year as MCE’s draft fiscal year budget is being prepared and MCE’s rate proposal is being developed, leading to its public release in February.

Authority of Ad Hoc Rates Committee

- Assess the rate proposals and alternatives presented by staff
- Provide policy guidance in development of the proposed rates presented to the Board
- Recommend proposed rates for Board approval



November 16, 2017

TO: MCE Board of Directors
FROM: Alexandra McGee, Community Power Organizer
RE: Charles F. McGlashan Advocacy Award (Agenda Item #06)

Dear Board Members:

SUMMARY:

On June 2, 2011, your Board established the Charles F. McGlashan Advocacy Award 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.

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.

On November 3, 2017, the MCE Executive Committee deliberated between three nominations: Environmental Forum of Marin Board Members Sarah Loughran and Helene Marsh for encouraging County-wide opt-ups to Deep Green for municipal accounts in Marin; the El Cerrito Environmental Quality Committee for their year-long efforts encouraging opt-ups in celebration of their City’s centennial; and Melissa Yu from the Sierra Club Bay Chapter for her work promoting community choice and collaborating with MCE in Contra Costa County.

In the subsequent deliberation, it was clear that each of these nominees have created an exceptional impact in their communities. We appreciate and applaud all of their efforts. Ultimately, the MCE Executive Committee voted to honor El Cerrito Environmental Quality Committee as the seventh recipient of the Charles F. McGlashan Advocacy Award.

2017 RECIPIENT:

Early in 2017, the El Cerrito Environmental Quality Committee (EQC) proposed an initiative, dubbed “100 for 100”, to encourage residential and commercial opt ups to MCE’s 100% renewable Deep Green electric service as a celebration of El Cerrito’s 100th year. This included working with MCE’s marketing staff to create a brand-appropriate logo and webpage: www.mcecleanenergy.org/elcerrito.

At various community events throughout the year, including the WorldOne 4th of July Festival, members of the 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 options. At WorldOne, inspired by the Town of Fairfax's "Go Green, Get Green" campaign, the EQC decided to offer Chinook Books (a local business coupon book) or \$10 gift certificates to local Deep Green champion, Natural Grocery.

Compared to January of this year, El Cerrito has increased from 471 Deep Green accounts to 674 accounts in early November. At last count, there were 108 new El Cerrito 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.

Across all MCE communities, Deep Green participation is roughly 2.7%. The efforts of the El Cerrito EQC, coupled with their City Council decision to opt up municipal accounts, brings them from 4.53% of MCE accounts in Deep Green in January to 6.44% in November.

Fiscal impact: None

Recommendation: Honor the El Cerrito Environmental Quality Committee as the seventh recipient of the Charles. F. McGlashan Advocacy Appreciation Award.





November 16, 2017

TO: MCE Board of Directors

FROM: Martha Serianz, Manager of Compliance Operations

RE: Policy 011 Update: Sustainable Workforce and Diversity Policy
(Agenda Item # 07)

ATTACHMENTS: A. Proposed Sustainable Workforce and Diversity Policy: 011
B. Sustainable Workforce Policy: 011

Dear Board Members:

BACKGROUND:

On September 4, 2014 your Board voted unanimously to approve MCE's Sustainable Workforce Policy: 011, which is designed to support MCE's mission to "address climate change by reducing energy related greenhouse gas emissions ... while providing local economic and workforce benefits." Specifically, this Policy supports:

1. Local businesses and the local workforce;
2. Union labor from multiple trades;
3. Apprenticeship programs; and
4. Green and sustainable businesses.

This policy also provides guidance to MCE on its procurement and contracting with regards to:

1. MCE power purchase agreements with third parties
2. MCE-owned generation projects
3. MCE Feed-In Tariff projects
4. MCE Energy Efficiency projects
5. MCE services and supplies

General Order 156 established by the California Public Utilities Commission created guidelines and procurement goals for utilities to increase procurement from women-, minority-, disabled veteran-, and LGBT-owned businesses. Although state constitutional law through Proposition 209 prohibits MCE as a public agency from specifically targeting, giving contracting preferences, or inquiring about potential contractors' status on the basis of race, sex, color, ethnicity, or national origin, it is important that MCE formalize its commitment to promoting diversity in permissible categories not prohibited by Prop 209 to the fullest extent through its ongoing business practices.

SUMMARY OF CHANGES:

In addition to updating and simplifying the introductory language in the Policy, the following substantive changes have been incorporated:

1. Inclusion of the word “Diversity” into the title of the Sustainable Workforce Policy;
2. Inclusion of an objective regarding fair compensation in direct hiring, renewable projects, customer programs, and procurement of MCE services;
3. Inclusion of an objective regarding preference for locally generated renewable energy;
4. Inclusion of an objective supporting businesses and workforce initiatives located in low-income and disadvantaged communities;
5. Inclusion of an objective for use of disabled veteran-owned and LGBT-owned business enterprises; and
6. Inclusion of an objective to use direct hiring practices that promote diversity in the workplace.

In addition to these objectives, the updated Policy also removes the language regarding guidance on how the Policy will be implemented throughout the agency. These initiatives have been retained separate from the official Policy and will be further developed, documented, and implemented through formal processes and protocols by staff upon approval of the updated Policy.

RECOMMENDATION: Approve the Sustainable Workforce and Diversity Policy: 011.



***UPDATED DRAFT
November 16, 2017***

SUSTAINABLE WORKFORCE AND DIVERSITY POLICY: 011

It is a priority interest of MCE to support sustainable workforce opportunities, local economic sustainability, and diversity through contracting for power resources, procuring goods and services, and implementing hiring initiatives within a framework of competitive service and the promotion of renewable energy, customer programs, and greenhouse gas reduction.

MCE shall facilitate and encourage diversity and a sustainable workforce through its support for:

1. Fair compensation in direct hiring, renewable development projects, customer programs, and procurement services;
2. Direct use of union members from multiple trades;
3. Quality training, apprenticeship, and pre-apprenticeship programs;
4. Business and workforce initiatives located in low-income and disadvantaged communities;
5. Direct use of businesses local to the MCE service area;
6. Development of locally generated renewable energy within the MCE service area;
7. Development of California-based job opportunities;
8. Direct use of Disabled Veteran-owned and Lesbian, Gay, Bisexual, and Transgender-owned Business Enterprises;
9. Direct use of green and sustainable businesses; and
10. Use of direct hiring practices that promote diversity in the workplace.



SUSTAINABLE WORKFORCE POLICY: 011

Support of local businesses, union labor and apprenticeship and pre-apprenticeship programs that create employment opportunities are important components of building and sustaining healthy and sustainable communities. It is in the interest of MCE to provide fair compensation and sustainable workforce opportunities within a framework of competitive service and the promotion of renewable energy, energy efficiency and greenhouse gas reduction.

MCE recognizes the importance of locally-generated renewable energy in assuring that California is provided with (1) adequate supplies of renewable energy for economic growth, (2) sustained local job opportunities and job creation, and (3) effective means to reduce the impacts of greenhouse gas emissions. MCE also recognizes the opportunities that energy efficiency programs provide for local workforce training and employment.

MCE supports fair compensation in direct hiring, renewable development projects, energy efficiency programs and in procurement of MCE services and supplies. MCE also supports quality apprenticeship and pre-apprenticeship training programs in construction craft occupations to foster long-term, fairly compensated employment opportunities for program graduates and believes that local apprenticeship and pre-apprenticeship programs are an efficient vehicle for delivering quality training in construction industry craft occupations.

MCE therefore desires to facilitate and encourage the following objectives:

- (1) Support for and direct use of local businesses;
- (2) Support for and direct use of union members from multiple trades;
- (3) Support for and use of training and apprenticeship and pre-apprenticeship programs from within MCE's service territory; and
- (4) Support for and direct use of green and sustainable businesses.

MCE will support the objectives stated above in the following way:

MCE Power Purchase Agreements with Third Parties

Marin Clean Energy shall collect information from respondents to any Open Season and/or RFP process regarding past, current and/or planned efforts by project developers and their contractors to:

- Employ workers and use businesses from the MCE service territory.
- Employ properly licensed (AB, C10, C46) contractors and certified electricians.
- Utilize multi-trade project labor agreements on the proposed project or any prior project developments.
- Utilize local apprentices, particularly graduates of pre-apprenticeship programs.
- Pay workers the correct prevailing wage rates for each craft, classification and type of work performed.
- Display a poster at jobsites informing workers of prevailing wage requirements.
- Provide workers compensation coverage to on-site workers.
- Support and use apprenticeship programs.

Relevant information submitted by bidders will be used to evaluate potential workforce impacts of proposed projects with the goal of promoting fair compensation, fair worker treatment, multi-trade collaboration, and support of the existing wage base in local communities where contracted projects will be located.

MCE Owned Generation Projects

Any MCE-owned renewable development project shall use best efforts to support local businesses, union labor and apprenticeship programs through multi-trade agreements and/or through multiple agreements for work. Each contractor or subcontractor performing work on any MCE-owned project shall use a combination of local labor, union labor and apprenticeship and shall endeavor to follow fair compensation practices. For each renewable energy project MCE or its contractor shall employ on its regular workforce at least one employee who is enrolled and participating in a local apprenticeship program. Apprenticeship programs must have been approved by the State Department of Apprenticeship Standards.

MCE Feed-In Tariff Projects

Each contractor or subcontractor performing work on any MCE Feed-in Tariff project shall use commercially reasonable efforts to utilize local businesses, union labor, multi-trade agreement, apprenticeship programs, and/or fair compensation practices.

MCE Energy Efficiency Projects


MCE shall use best efforts to support local businesses, union labor, and local apprenticeship programs in the implementation of its energy efficiency programs. Each contractor or subcontractor performing work on any MCE energy efficiency program shall use commercially reasonable efforts to utilize local businesses, union labor, local apprenticeship, and fair compensation practices in program implementation.

MCE Services and Supplies

MCE shall use best efforts to support local business and fair compensation in the purchase of services and supplies for the agency. MCE will proactively seek services from local businesses and businesses that have been Green Business certified and/or are taking steps to protect the environment.

MCE Direct Hiring

MCE shall use reasonable efforts to recruit local employees and graduates of local programs, schools, colleges and universities. MCE will use best efforts to provide fair compensation for its employees that aligns with regional market indicators for compensation levels for each position.



AI #09: MCE Solar One Update

MCE Solar One

10.5 MW of local renewable solar energy

- 60 Acres
- Chevron refinery in Richmond
- Active refinery
- Homeland Security site
- Closed & capped landfill
- Federally protected waterway
- Federally protected species (plants and animals)




**THE FUTURE HOME OF
MCE SOLAR ONE**

THE LARGEST PUBLICLY OWNED SOLAR PROJECT IN THE BAY AREA


**Generating Power
for 3,417 Homes**


**Creating
341 Jobs**


**Eliminating 9,887 Metric
Tons of CO₂ per Year**

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1 (888) 632-3674
In case of emergency: 1 (202) 468-5582

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MCE Clean Energy
My community. My choice.
Mi comunidad. Mi opción.

IN PARTNERSHIP WITH:



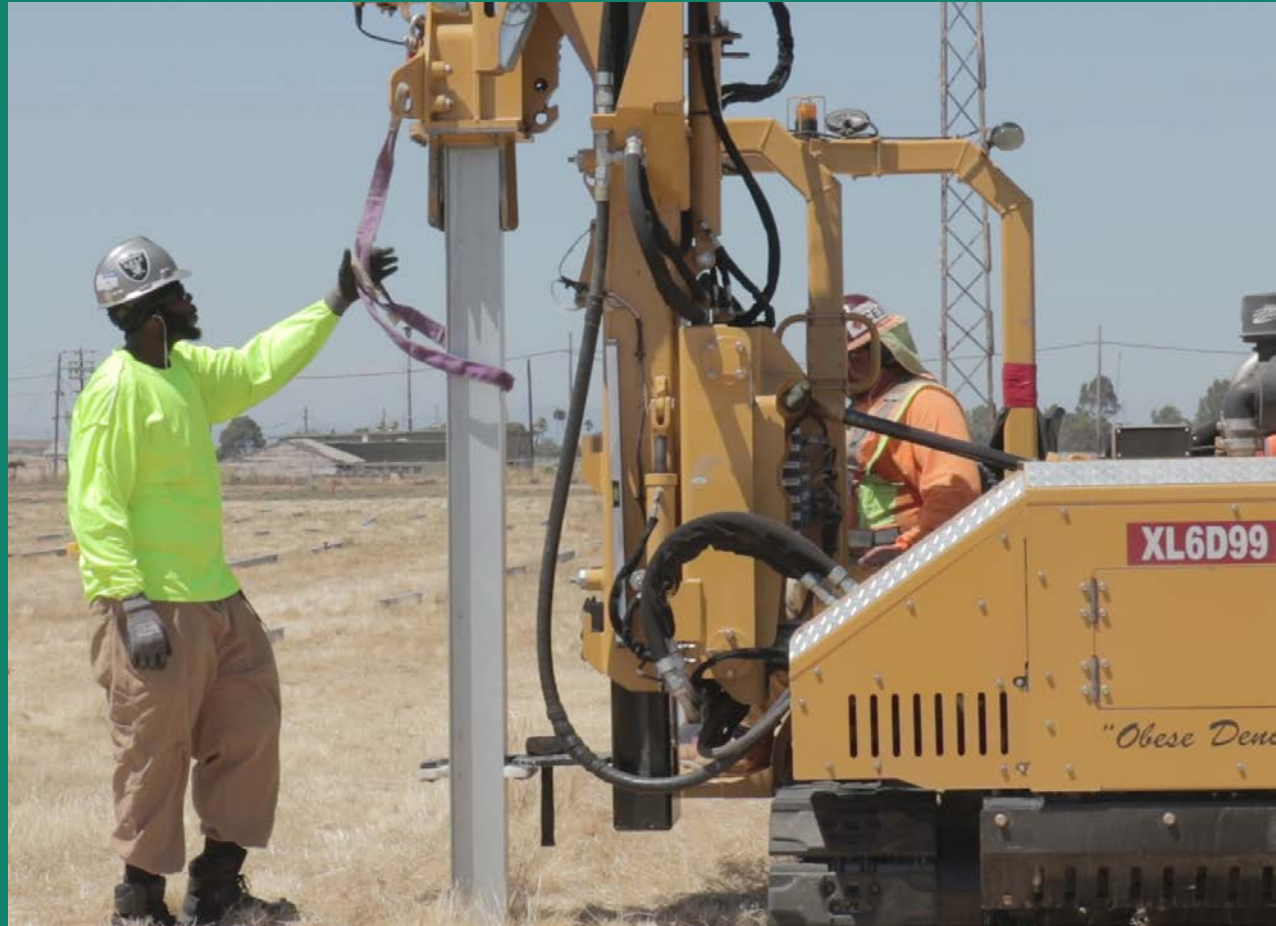




- 10.5 MW System (3,000+ homes)
- 35,856 solar panels
- 1,056,000 feet of wire
- 2,284 1-ton concrete ballasts
- 2,399 steel posts driven into the ground
- Mechanical Completion: November
- Commercial Operation: January



- 120 Days of construction
- 240 workers on site
- 68,700 total labor hours
- 50% Local
- 60% Union
- RichmondBUILD - Local Training Program
- Crews now working 10 hour days, 6 days a week



AI #09: MCE Solar One Update



AI #09: MCE Solar One Update



AI #09: MCE Solar One Update



Made In Korea

HYUNDAI



HYUNDAI
Made in Korea



**PHOTOVOLTAIC
MODULES**

576

AI #09: MCE Solar One Update



AI #09: MCE Solar One Update



AI #09: MCE Solar One Update





AI #09: MCE Solar One Update







AI #09: MCE Solar One Update





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AI #09: MCE Solar One Update



AI #09: MCE Solar One Update





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Thank You

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