



Executive Committee Meeting

Friday, June 2, 2017

12:00 P.M.

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Don Tatzin
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

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

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1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 4.7.17 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 New MCE Staff Positions
 - C.4 Revised MCE Staff Positions
 - C.5 Engagement Letter with PricewaterhouseCoopers Advisory Services, LLC
5. Deep Green Update (Discussion)
6. MCE Name Change Update (Discussion)
7. Proposed Resolution 2017-05 Authorizing Execution of California Energy Commission Grant Agreement for MCE's Building Energy Optimization (Discussion/Action)



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8. Committee Member & Staff Matters (Discussion)

9. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, April 7, 2017

12:00 P.M.

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

Roll Call

Present: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Tom Butt, Chair, City of Richmond
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere
Kate Sears, County of Marin

Absent: Barbara Coler, Town of Fairfax
Ford Greene, Town of San Anselmo

Staff: Katie Gaier, Human Resources Manager
David McNeil, Finance and Project Manager
Dawn Weisz, CEO

Action Taken:

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

- C.1 Approval of 3.3.17 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 New MCE Staff Position
- C.4 Third Amendment to the Fourth Agreement with Braun, Blaising, McLaughlin & Smith
- C.5 Fourth Amendment to the Second Agreement with Davis Wright Tremaine, LLP

ACTION: It was M/S/C (Sears/McCaskill) to **approve Consent Calendar Items C.1 through C.5**. Motion carried by unanimous 6-0 vote. (Absent: Coler and Greene)

Agenda Item #5 – MCE Lead Agency and Grant Proposal for GHHI Marin Program Support Fund (Discussion/Action)

ACTION: It was M/S/C (Bailey/Athas) to **approve MCE as the lead agency for the Green and Healthy Homes Initiative (GHHI) of Marin and authorize staff to prepare and submit grant proposal to the Marin Community Foundation for the GHHI Marin Program Support Fund.** Motion carried by unanimous 6-0 vote. (Absent: Coler and Greene)

Agenda Item #6 – MCE Employee Benefits Adjustments (Discussion/Action)

ACTION: It was M/S/C (Sears/Haroff) to **1. Increase the monthly benefits allocation for each MCE employee receiving medical benefits from \$800 to \$1,000 per month effective May 1, 2017, and 2. Eliminate the \$500 cash-in-lieu of benefits option for any MCE employee hired on or after April 7, 2017.** Motion carried by unanimous 6-0 vote. (Absent: Coler and Greene)

Agenda Item #7 – Request from Contra Costa County to Extend Inclusion Period for 30 Days (Discussion/Action)

ACTION: It was M/S/C (Bailey/Athas) to **extend inclusion period for 30 days to all Contra Costa County jurisdictions.** Motion carried by unanimous 6-0 vote. (Absent: Coler and Greene)

Agenda Item #8 – Legislative Update (Discussion)

ACTION: No action was required.

Agenda Item #9 – MCE Name Change Support (Discussion)

ACTION: No action was required.

The meeting was adjourned to the next scheduled Executive Committee Meeting on June 2, 2017.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



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

Financial Plumblines

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended April 30, 2017, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

The supplementary information contained on page 4 is presented for purposes of additional analysis. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

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

Mahe Accountancy

San Rafael, CA
May 19, 2017



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

	Actual - from April 1 through		YTD Budget		YTD Actual/Budget %	Annual Budget (Amended)	Budget Remaining
	April 30		Variance (Under)				
	2016/17	2017/18	2017/18	Over			
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 10,241,852	\$ 13,046,856	\$ 12,924,334	\$ 122,522	100.95%	\$ 198,711,000	\$ 185,664,144
Other revenue	8,763	3,628	833	2,795	435.36%	10,000	6,372
TOTAL ENERGY REVENUE	<u>10,250,615</u>	<u>13,050,484</u>	<u>12,925,167</u>	<u>125,317</u>	100.97%	<u>198,721,000</u>	<u>185,670,516</u>
ENERGY EXPENSES							
Cost of energy	9,718,163	13,172,874	13,801,671	(628,797)	95.44%	174,042,000	160,869,126
Service fees- PG&E	75,986	113,629	123,769	(10,140)	91.81%	1,487,000	1,373,371
TOTAL ENERGY EXPENSES	<u>9,794,149</u>	<u>13,286,503</u>	<u>13,925,440</u>	<u>(638,937)</u>	95.41%	<u>175,529,000</u>	<u>162,242,497</u>
NET ENERGY EXPENSES	456,466	(236,019)	(1,000,273)	764,254		23,192,000	
OPERATING EXPENSES							
Personnel	313,824	421,840	520,083	(98,243)	81.11%	6,241,000	5,819,160
Data manager	243,011	300,189	315,788	(15,599)	95.06%	3,794,000	3,493,811
Technical and scheduling services	43,567	42,621	58,388	(15,767)	73.00%	806,000	763,379
Legal counsel	40,652	37,875	62,000	(24,125)	61.09%	744,000	706,125
Communications services and related expenses	45,524	25,869	94,417	(68,548)	27.40%	1,133,000	1,107,131
Other services	31,283	36,138	86,500	(50,362)	41.78%	1,038,000	1,001,862
General and administration	28,195	34,763	47,250	(12,487)	73.57%	567,000	532,237
Occupancy	31,468	38,796	43,750	(4,954)	88.68%	525,000	486,204
Integrated demand-side pilot programs	-	8,961	34,000	(25,039)	26.36%	408,000	399,039
Marin County green business program	-	-	-	-	0.00%	10,000	10,000
Low income solar programs	8,500	-	3,333	(3,333)	0.00%	40,000	40,000
TOTAL OPERATING EXPENSES	<u>786,024</u>	<u>947,052</u>	<u>1,265,509</u>	<u>(318,457)</u>	74.84%	<u>15,306,000</u>	<u>14,358,948</u>
OPERATING INCOME (LOSS)	(329,558)	(1,183,071)	(2,265,783)	1,082,712	52.21%	7,886,000	
NONOPERATING REVENUES							
Grant Income			59,417	(59,417)	0.00%	713,000	713,000
Interest income	5,292	16,718	10,833	5,885	154.32%	130,000	113,282
TOTAL NONOPERATING REVENUES	<u>5,292</u>	<u>16,718</u>	<u>70,250</u>	<u>(53,532)</u>		<u>843,000</u>	<u>826,282</u>
NONOPERATING EXPENSES							
Interest expense and financing costs	-	-	-	-	0.00%	168,000	168,000
Depreciation (supplemental)	6,788	8,644	10,083	(1,439)	85.73%	121,000	112,356
TOTAL NONOPERATING EXPENSES	<u>6,788</u>	<u>8,644</u>	<u>10,083</u>	<u>(1,439)</u>		<u>289,000</u>	<u>280,356</u>
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(1,496)</u>	<u>8,074</u>	<u>60,167</u>	<u>(52,093)</u>	13.42%	<u>554,000</u>	
CHANGE IN NET POSITION	(331,054)	(1,174,997)	(2,205,616)	1,030,619	53.27%	8,440,000	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	2,431	22,462	30,583	(8,121)	73.45%	367,000	344,538
Depreciation (supplemental)	(6,788)	(8,644)	(10,083)	1,439	85.73%	(121,000)	(112,356)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-	-	-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	100.00%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>1,168,643</u>	<u>199,818</u>	<u>206,500</u>	<u>(6,682)</u>	96.76%	<u>432,000</u>	<u>232,182</u>
Net increase (decrease) in available fund balance	<u>\$ (1,499,697)</u>	<u>\$ (1,374,815)</u>	<u>\$ (2,412,116)</u>	<u>\$ 1,037,301</u>		<u>\$ 8,008,000</u>	

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

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,691,000	\$ 83,233	\$ 1,607,767	4.92%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>10,632</u>	<u>1,739,368</u>	<u>0.61%</u>
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>93,865</u>	<u>3,347,135</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	83,233	1,607,767	4.92%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>10,632</u>	<u>1,739,368</u>	<u>0.61%</u>
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>93,865</u>	<u>3,347,135</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

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

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	<u>186,000</u>	<u>6,997</u>	<u>179,003</u>	<u>3.76%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	179,003		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>179,003</u>		

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2017 through April 30, 2017

	<u>Actual</u>
Other services	
Accounting	\$ 12,000
IT Consulting	9,000
Human resources & payroll fees	606
Miscellaneous professional fees	14,532
	<u>36,138</u>
Other services	<u>\$ 36,138</u>
General and administration	
Data and telephone service	\$ 2,866
Office equipment lease	453
Dues and subscriptions	11,745
Conferences and professional education	5,667
Travel	5,229
Business meals	626
Miscellaneous administration	3,910
Office supplies and postage	4,267
	<u>34,763</u>
General and administration	<u>\$ 34,763</u>



June 2, 2017

TO: MCE Executive Committee

FROM: Beckie Menten, Director of Customer Programs

RE: New MCE Staff Positions (Agenda Item 04 - #C.3)

ATTACHMENTS: A. Job Description – Manager of Customer Programs Operations
B. Job Description – Manager of Customer Programs Policy and Planning

Dear Executive Committee Members:

SUMMARY:

Staff seeks approval of the addition of two new senior management-level positions in the MCE Customer Programs Department.

BACKGROUND:

MCE's Customer Programs Department has grown and matured considerably since MCE's first customer facing programs in early 2012. The Department now manages more than \$3 million per year worth of customer facing programs; programs funded through external, non-MCE rate revenue. These programs provide considerable value for MCE customers: since 2012, MCE has paid customers nearly \$1 million in rebates, provided energy savings to more than 1,600 multifamily units and over 430 small businesses, saved more than 15 million gallons of water, and rebated more than 100 electric vehicle charging station installations. These programs reinforce the image of MCE as a local government energy provider, responsive to the needs and desires of our communities and a resource in greenhouse gas reduction.

As the programs have grown, so too has the Department. Staff has identified a need for both organizing the Department by key functions and establishing senior management-level positions that have broad oversight for staff and program management within those departmental functions. The two positions before you for approval today divide the Customer Programs Department into an operations team and policy and planning team, each with manager-level oversight. The Manager of Customer Programs Operations would oversee program implementation, including logistics, budgets, contractor oversight, and customer satisfaction. The Manager of Customer Programs Policy and Planning would oversee the back end of the programs, including developing new measures, evaluating pilots, ensuring

regulatory compliance, and helping to set overarching portfolio design requirements (such as cost-effectiveness).

The salary for these positions was reviewed internally, based on other senior management-level positions as well as the relationship to the Director-level positions. It is recommended that the salary be set at a range of \$94,688 - \$154,733.

Fiscal Impact: These positions are largely funded through the energy efficiency program revenue and no additional staff will be added to the Customer Programs budget as a result of these positions. Any increases to the MCE personnel costs could be accommodated within the existing budget.

Recommendation: Approve the proposed Manager of Customer Programs Operations and Manager of Customer Programs Policy and Planning job descriptions and salary ranges, effective June 16, 2017.



Job Description

Manager of Customer Programs Operations

Summary

Under direction of the Director of Customer Programs, the Manager of Customer Programs Operations (Manager of Operations) maintains a high level of responsibility for implementation of high quality programs and services that are aligned with MCE's mission of greenhouse gas reduction, rate stability, and providing value to customers. The Manager of Operations performs duties with a high level of autonomy, supervising staff under their assigned area and reporting on progress, issue spotting, and otherwise ensuring smooth administration and operation of MCE's demand side management programs.

The position requires significant attention to detail, supervisory skills, knowledge of energy efficiency, demand response, distributed generation, electric vehicle, and energy storage technologies and deployment strategies. It requires the ability to use metrics to validate program impacts and to course correct when programs are not meeting targets. Technical experience with California ratepayer funded programs is preferred, and experience with Advanced Metering Infrastructure (AMI) technology and/or the CAISO is desirable.

Class Characteristics

The Manager of Operations works under the direction of the Director of Customer Programs and in coordination with the Manager of Customer Programs Policy and Planning (Manager of Policy and Planning) to provide high quality programs and services to MCE customers. The Manager of Operations oversees the day to day implementation and operation of Customer Programs. This includes maintaining responsibility for efficient and streamlined program delivery, ensuring programs meet targets and operate in a compliant way, and tracking and reporting on program success. The Manager of Operations has responsibility for contracting, establishing and conforming to program budgets, monitoring program implementation, and making recommendations on program changes where necessary. The Manager of Operations works in close coordination with other departments across the agency and interfaces with

MCE's Board of Directors and Committees where necessary. Incumbents in this job class manage and evaluate customer facing programs and provide supervisory responsibilities for assigned Customer Programs Managers and Customer Programs Specialists. The position may require engagement with customer groups including building owners and managers on MCE's behalf in the implementation and measurement of energy savings projects. The Manager of Operations, in coordination with Customer Programs Managers, oversees the work of sub-contractors and may negotiate sub-contractor agreements. This position is responsible for managing teams and ensuring the highest level of data collection and analysis within the Customer Programs team, including fiscal analysis, benchmarking of customer service and opinions, success rates of current programs, and forecasting future needs.

Supervisory Responsibilities

This position has supervisory responsibilities. Supervised positions include, but are not limited to, Customer Programs Managers and Customer Programs Specialists.

Essential Duties and Responsibilities (Illustrative Only)

- Manages and implements energy efficiency or other demand-side management programs.
- Works with the Director of Customer Programs and the Manager of Policy and Planning to set appropriate goals and tracks progress towards achievement of those goals.
- Supervises the formulation and implementation of program policies and procedures.
- Maintains an understanding of industry trends and innovations around energy efficiency and demand-side management programs and incorporates new ideas when appropriate.
- Tracks program metrics to understand program performance, including customer satisfaction, and makes recommendations for program improvements.
- Validates program policies, procedures, and technologies with industry stakeholders and communicates necessary changes to the Director of Customer Programs and the Manager of Policy and Planning.
- Oversees development of high-quality written material to communicate program objectives and outcomes, and to interface with stakeholders, partners, the media and the public.
- Makes verbal presentations to MCE's Board of Directors, Committees, and stakeholders on program elements and outcomes.

- Maintains professional and productive relationships with local industry groups and community organizations.
- Assists in the development and administration of a fiscally responsible department budget.
- Ensures that work in assigned areas complies with MCE policies, practices and procedures as well as operational standards.
- Negotiates and drafts contracts for review by the Director of Customer Programs, the Chief Executive Officer, and the Board of Directors.
- Supervises assigned staff.
- As assigned, assists in the implementation of MCE's Strategic Plan.

Minimum Qualifications

Experience/Education

Any combination of education and experience that would provide the knowledge and skills required to perform the duties of the position. Typically, a Bachelor's Degree in business administration, public administration, engineering, environmental science, green building, planning, or a closely related field, and at least seven (7) years of progressively responsible experience at an electric utility, local government agency or private company that provides energy efficiency program services. Management experience in the coordination and implementation of energy efficiency programs, including management of staff, and experience in negotiating contracts are desirable. A Master's Degree in a related field may be substituted for up to two (2) years of experience.

Knowledge of:

- Goals and mission of MCE and Community Choice Aggregation programs and state and federal energy regulations.
- Energy efficiency conservation strategies including energy efficient building construction, demand response, distributed generation, Advanced Metering Infrastructure (AMI) technology, and electric vehicle infrastructure.
- Utility or municipal energy efficiency programs.
- Principles and practices of project management.
- Budget development and administration and techniques and methods of financial evaluation.
- Energy management applications and programs, business and decision making processes.
- Technical understanding of industry best practices.

- Microsoft Office Suite software including Excel, Word and PowerPoint programs and Adobe Acrobat.
- Analytical tools to collect, tabulate, and analyze data related to demand side management.
- Economic principles of ratepayer funded energy programs, grant funding and RFP requests.
- The construction trade, local government permitting process, and regulatory bodies in California.
- Principles and practices of supervisory best practices in a public agency.
- Database construction and management, proficiency with Navicat and SQL server technology and analytical tools including E3 calculator and the DEER Database are desirable.

Ability to:

- Oversee a broad range of programs and ensure programs are on track to meeting targets.
- Manage a demanding workload with rapidly shifting priorities.
- Issue spot and propose solutions to resolve problems.
- Develop and administer budgets.
- Develop and implement new and revised policies and procedures to provide effective operation.
- Negotiate and/or process contracts and related documents.
- Apply energy conservation principles and practices within an energy program.
- Interface with customers, subcontractors, as well as MCE Staff and Board Members to produce measurable results.
- Critically evaluate proposals, programs and policies and analyze data to evaluate program success.
- Use metrics to validate program impacts.
- Draft proposals for grant funding and other program revenue opportunities.
- Research and recommend new measures or strategies for inclusion in MCE's suite of customer programs.
- Understand financial incentives and recommend incentive design.
- Make presentations as required at MCE Board of Directors and Committee meetings and other public and community meetings.
- Prepare written material that is clear, succinct, and error-free.
- Communicate effectively both verbally and in written form.
- Establish and maintain effective working relationships with persons encountered in the performance of duties.
- Take responsibility and work independently, as well as participate in team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.

- Demonstrate patience, tact, and courtesy.

Language and Reasoning Skills

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear oral and written communication.
- Interact professionally and effectively with customers, commercial partners, MCE staff team and Board of Directors.
- Apply strong analytical and problem-solving skills.
- Manage projects and time efficiently.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Depending upon the assignment, may need the ability to design and perform statistical tests and draw conclusions from the results.

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.

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 is occasionally required to stand.

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.

The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



Job Description

Manager of Customer Programs Policy and Planning

Summary

Under direction of the Director of Customer Programs, the Manager of Customer Programs Policy and Planning (Manager of Policy and Planning) supports the design and development of high quality programs and services that are aligned with MCE's mission of greenhouse gas reduction, rate stability, and providing value to customers. The Manager of Policy and Planning performs duties with a high level of autonomy, supervising staff under their assigned area and assisting in the formulation of policy and strategic direction of MCE's demand side management programs.

The position requires a detailed understanding of energy efficiency, demand response, distributed generation, electric vehicle, and energy storage technologies and deployment strategies. It requires an understanding of the regulatory obligations for MCE's programs and how to navigate these requirements to develop a balanced, cost effective portfolio of programs. Technical experience with California ratepayer funded programs is preferred, and experience with Advanced Metering Infrastructure (AMI) technology and/or the CAISO is desirable.

Class Characteristics

The Manager of Policy and Planning works under the direction of the Director of Customer Programs and in coordination with the Manager of Customer Programs Operations (Manager of Operations) to provide high quality programs and services to MCE customers. The Manager of Policy and Planning assists in developing the strategic direction for MCE's Customer Programs Department. This position requires a detailed understanding of compliance obligations, industry trends, and the interaction between MCE's Customer Programs and the other departments at MCE, particularly the Power Resources team. The Manager of Policy

and Planning works with the Manager of Operations and the Director of Customer Programs to establish program targets, including budgets, energy savings, and greenhouse gas reduction objectives. The Manager of Policy and Planning assists in the identification of evaluation metrics, and may support the evaluation of Customer Programs. The Manager of Policy and Planning supports the identification of potential pilot programs and strategies, including potential new energy efficiency measure identification. This position works in close coordination with other departments across the agency and interfaces with MCE's Board of Directors and Committees where necessary. Incumbents in this job class provide supervisory responsibilities for assigned Customer Programs Managers and Customer Programs Specialists. The position may require engagement with customer groups including building owners and managers on MCE's behalf in the implementation and measurement of energy savings projects. The Manager of Policy and Planning, in coordination with Customer Programs Managers, oversees the work of sub-contractors and may negotiate sub-contractor agreements. This position is responsible for managing teams and ensuring the highest level of data collection and analysis within the Customer Programs team, including fiscal analysis, benchmarking of portfolio performance, and forecasting future needs.

Supervisory Responsibilities

This position has supervisory responsibilities. Supervised positions include, but are not limited to, Customer Programs Managers and Customer Programs Specialists.

Essential Duties and Responsibilities (Illustrative Only)

- Works with the Director of Customer Programs and the Manager of Operations to develop program targets.
- Recommends adjustments to MCE's portfolio of programs to balance the cost effectiveness and ensure the portfolio is on track to meet targets.
- Maintains an understanding of industry trends and innovations around energy efficiency and demand-side management programs and incorporates new ideas when appropriate.
- Tracks program metrics to understand program performance, including customer satisfaction, and makes recommendations for program improvements.
- Manages and oversees compliance with regulatory compliance obligations including data tracking, evaluation and reporting activities.
- Along with the Director of Customer Programs, develops policy positions for MCE's Customer Programs Department, including review and development of policy documents.
- Assists the Regulatory Team at MCE with legislative analysis related to topic areas covered in the Customer Programs Department.

- Represents MCE in regulatory proceedings, technical workshops, and industry or stakeholder groups.
- Makes verbal presentations to the MCE Board of Directors, Committees, and stakeholders on program elements and outcomes.
- Maintains professional and productive relationships with local industry groups and community organizations.
- Assists in the development and administration of a fiscally responsible department budget.
- Ensures that work in assigned areas complies with MCE policies, practices and procedures as well as regulatory obligations.
- Negotiates and drafts contracts for review by the Director of Customer Programs, the Chief Executive Officer, and the Board of Directors.
- Supervises assigned staff.
- As assigned, assists in the implementation of MCE's Strategic Plan.

Minimum Qualifications

Experience/Education

Any combination of education and experience that would provide the knowledge and skills required to perform the duties of the position. Typically, a Bachelor's Degree in business administration, public administration, engineering, environmental science, green building, planning, or a closely related field, and at least seven (7) years of progressively responsible experience at an electric utility, local government agency or private company that provides energy efficiency program services. Management experience in the coordination and implementation of energy efficiency programs, including management of staff, and experience in negotiating contracts are desirable. A Master's Degree in a related field may be substituted for up to two (2) years of experience.

Knowledge of:

- Goals and mission of MCE and Community Choice Aggregation programs and state and federal energy regulations.
- Energy efficiency conservation strategies including energy efficient building construction, demand response, distributed generation, Advanced Metering Infrastructure (AMI) technology, and electric vehicle infrastructure.
- Utility or municipal energy efficiency programs.
- Principles and practices of project management.

- Budget development and administration and techniques and methods of financial evaluation.
- Energy management applications and programs, business and decision making processes.
- Technical understanding of industry best practices.
- Microsoft Office Suite software including Excel, Word and PowerPoint programs and Adobe Acrobat.
- Analytical tools to collect, tabulate, and analyze data related to demand side management.
- Economic principles of ratepayer funded energy programs, grant funding and RFP requests.
- The construction trade, local government permitting process, and regulatory bodies in California.
- Principles and practices of lead worker and supervisory best practices.
- Database construction and management, proficiency with Navicat and SQL server technology and analytical tools including E3 calculator and the DEER Database are desirable.

Ability to:

- Maintain an understanding of policy and best practices in demand side management programs and communicate these best practices to MCE's Customer Programs Department.
- Understand MCE's long term mission and support the selection and implementation of a portfolio of customer programs that best aligns with this mission.
- Make strategic, reason based recommendations for adjustments and improvements to MCE's portfolio of customer programs to ensure programs meet desired objectives.
- Issue spot and propose solutions to resolve problems.
- Develop and administer budgets.
- Evaluate programs and recommend improvements or changes in program offerings where appropriate.
- Negotiate and/or process contracts and related documents.
- Apply energy conservation principles and practices within an energy program.
- Interface with customers, subcontractors, as well as MCE Staff and Board Members to produce measurable results.
- Critically evaluate proposals, programs and policies and analyze data to evaluate program success.
- Use metrics to validate program impacts.
- Draft proposals for grant funding and other program revenue opportunities.
- Research and recommend new measures or strategies for inclusion in MCE's suite of customer programs.
- Understand financial incentives and recommend incentive design.

- Make presentations as required at MCE Board of Directors and Committee meetings and other public and community meetings.
- Prepare written material that is clear, succinct, and error-free.
- Communicate effectively both verbally and in written form.
- Establish and maintain effective working relationships with persons encountered in the performance of duties.
- Take responsibility and work independently, as well as participate in team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

Language and Reasoning Skills

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear oral and written communication.
- Interact professionally and effectively with customers, commercial partners, MCE staff team and Board of Directors.
- Apply strong analytical and problem-solving skills.
- Manage projects and time efficiently.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Depending upon the assignment, may need the ability to design and perform statistical tests and draw conclusions from the results.

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.

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 is occasionally required to stand.

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.

The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



June 2, 2017

TO: MCE Executive Committee

FROM: Katie Gaier, Human Resources Manager

RE: Revised MCE Staff Positions – Legal & Policy Team (Agenda Item #04 - C.4)

ATTACHMENT: Job Description – Legal Counsel I & II

Dear Executive Committee Members:

SUMMARY:

Due to the increasing number of contracts as well as other transactional work for the Legal and Policy Team, it has become necessary to create two levels of Legal Counsel. The proposed change would require a revision to the current Legal Counsel job description to create an entry-level position of Legal Counsel I, and revise the current “Legal Counsel” to Legal Counsel II. Assigning an entry-level Legal Counsel I to more basic legal work would allow the Legal Counsel II to focus on higher level work, including supervision.

This change is likely to result in a reduced need to rely on outside counsel. There is no proposed salary change for the Legal Counsel II as it will remain at the same level as the current Legal Counsel at \$111,925 - \$178,390. The proposed salary for the Legal Counsel I position is \$87,210 - \$121,376. This salary range is consistent with Policy Counsel I, which has the same minimum requirements and breadth of responsibilities.

Fiscal Impact: There is no budget impact beyond what is included in the approved FY 2017/18 staffing budget for the Legal and Policy Team.

Recommendation: Approve the proposed revised Legal Counsel I & II job description and the new salary range for Legal Counsel I, effective June 16, 2017.



Legal Counsel I & II Job Description

Summary

The MCE Legal Counsel positions work under direction from the General Counsel and/or the Legal Counsel II and have responsibility for a wide range of MCE transactional matters, with particular emphasis on contracts and areas of municipal and state law. The Legal Counsel positions review, evaluate, and finalize MCE contracts and related policies to ensure compliance with municipal and state law, and perform other duties as assigned.

Class Characteristics

The MCE Legal Counsel II works under the general direction of the General Counsel; the Legal Counsel I works under the direction of the Legal Counsel II and/or the General Counsel. Depending upon the level, incumbents are assigned to support the General Counsel in the basic and advanced transactional areas of the law, including but not limited to review, evaluation, and finalization of contracts and related policies. The emphasis of the position is on legal transactions between MCE and its contractors who provide a wide range of services in support of the agency's operations and compliance with municipal and state laws.

Essential Duties and Responsibilities (Illustrative Only)

Depending upon the level, incumbents may perform some or all of the following:

- Review, evaluate, and finalize various contracts;
- Develop contracts, terms and conditions, and non-disclosure agreements for ongoing energy management technology pilots and programs;
- Respond to Public Records Act requests, including review of documents related to Public Records Act requests;
- Develop policies, terms and conditions, and other materials supporting MCE functions;
- Address questions related to laws and regulations impacting MCE, including the Brown Act;
- Litigate matters or manage litigation matters for MCE;
- Assist in refining MCE's contract management processes;
- Determine criticality of contracts that may need referral to outside counsel;
- Coordinate with outside counsel to finalize referred contracts;
- Supervise and/or provide lead work direction to other staff;
- As assigned, assist with the implementation of MCE's Strategic Plan.

Supervisory Responsibilities

The Legal Counsel II has supervisory responsibilities for Legal Counsel I, Law Clerks, and other Interns.

The Legal Counsel I may provide lead work direction to Law Clerks and other Interns.

Breakdown of Time Spent on Various Work Areas

- | | |
|--------------------------|-----|
| • Contract Review | 65% |
| • Related Legal Analysis | 25% |
| • Other Analytical Tasks | 10% |

Minimum Qualifications

Education/Experience

Legal Counsel I:

A law degree from an ABA approved law school and membership in the California Bar. Experience in contract law, municipal law, and energy is preferred.

Legal Counsel II:

A law degree from an ABA approved law school, membership in the California Bar, and at least three (3) years of transactional law experience is required. Experience in municipal law and energy is preferred.

Knowledge of:

- MCE and its mission and purpose.
- California laws governing the operation of electric utilities, in particular Community Choice Aggregation (CCA) programs, including data privacy requirements.
- Terminology typically used in the electric utility industry.
- Contract language in general, and specific to the utility industry.
- State and municipal law governing public agencies.
- Principles and practices of supervision and/or lead work direction in a public agency.
- Microsoft Office Suite including Excel, Word, PowerPoint, and Adobe Acrobat.

Ability to:

- Communicate effectively in written and oral form.
- Analyze data and produce effective written reports and arguments.
- 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.
- Establish and maintain effective working relationships with persons encountered during the performance of duties.

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 MCE's General Counsel, Chief Executive Officer, and Board of Directors.
- Manage projects and time efficiently.

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. 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. The noise level in the work environment is usually moderate.

ADA Compliance

MCE will make reasonable accommodation of the known physical or mental limitations of a qualified applicant with a disability upon request.



June 2, 2017

TO: MCE Executive Committee

FROM: Alice Stover, Energy Efficiency Program Manager

RE: Proposed Engagement Letter with PricewaterhouseCoopers Advisory Services, LLC (Agenda Item #04 – C.5)

ATTACHMENT: Proposed Engagement Letter with PricewaterhouseCoopers Advisory Services, LLC

Dear Board Members:

SUMMARY:

The attached proposed Engagement Letter would engage PricewaterhouseCoopers Advisory Services, LLC (PwC) to define and document MCE's business requirements for information systems to support the data management needs of MCE's Demand Side Management (DSM) programs and services, for a total amount not to exceed \$109,158.

MCE staff conducted a formal Request for Offer (RFO) process, which resulted in five offers that were evaluated on completeness of proposal, experience of the team, budget, and clear understanding of MCE's needs. The top three candidates were interviewed by phone and PwC was chosen as the top vendor.

The proposed Engagement Letter outlines a three-phase project that includes:

- 1) An assessment of the current state of MCE's data tracking systems, in which PwC would document and assess the capabilities of MCE's current technology operating model that supports DSM programs and services, including the identification of capability gaps and functions that are not working as well as they should.
- 2) Documentation of business requirements and needs for current and proposed DSM offerings, and prioritization of those requirements into a high-level data strategy. This analysis would include documenting the internal and external capabilities required for various implementation options as well as the advantages and disadvantages of each option from a people, process, and technology perspective.
- 3) Incorporation of prioritized requirements and DSM goals into a technology model and data management road map.

The main deliverable would be a road map to develop information systems and better manage and access data to support DSM and other MCE programs and services. The road map would provide an overall data strategy that gives staff better insight into the MCE customer base and

success of MCE programs and services, and allows MCE to achieve greater efficiency in program management, reporting and compliance obligations.

Fiscal Impact: Costs related to the referenced engagement letter are included in the FY 2017/2018 Operating Fund Budget.

Recommendation: Approve the Proposed Engagement Letter with PricewaterhouseCoopers Advisory Services, LLC.



May 23, 2017

Ms. Alice Stover
1125 Tamalpais Ave.
San Rafael, CA 94901

Dear Alice,

This engagement letter confirms that Marin Clean Energy ("MCE", you" or, "Client") has engaged PricewaterhouseCoopers Advisory Services LLC ("we," "us," or "PwC") to perform the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or that separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You are engaging us to provide the following services (the "Services"):

PwC will assist MCE to define and document a roadmap and high level project plan to enable new capabilities to manage customer relationships, to drive more analytical insights allowing MCE to better align demand side programs with a data driven approach.

There are three major focus areas associated with the development of the deliverables:

1. **Assess Current State:** Document and assess the capabilities of MCE's current technology operating model that supports Demand Side Management programs and services.
2. **Define and Evaluate Future State Options:** Document and assist with the prioritization of business requirements for planned information systems that support DSM programs and services.
3. **Develop Roadmap** based off designed operating model, prioritization, and feasibility.

The scope of the work covered by this SOW is to be performed by PwC working collaboratively with MCE as described below, and commencing on June 12th, 2017. This engagement is expected to span approximately 5 weeks ending on July 21st, 2017 in accordance with a time line and task list agreed to by the parties.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.



Activities, Responsibilities, and Timeline

Area	PwC Responsibilities	MCE Responsibilities	Time Span
Assess Current State	<ul style="list-style-type: none"> • Gain an understanding of Demand Side Program Management (DSPM) vision and goals, the introduction of new programs, and the program management capabilities. • Assessment of existing data feeds and enabling technologies. Document current state including gaps and pain points. • Capture current business processes to articulate how program team manages Demand Side Management (DSM) projects, contracts and reporting. 	<ul style="list-style-type: none"> • Provide a list of Demand Side Program Managers and ensure participation in workshops and interviews related to DSPM vision and goals. • Identify subject matter experts (“SMEs”) from Calpine who can provide detail on existing data feeds and how they are currently being utilized by MCE. • Provide expertise and documentation on existing integrations, system architecture, data flows, and manual processes. • Provide as-is process documentation to inform PwC how MCE manages DSM programs, contracts, and reporting. • Coordinate meeting attendance, participation, and action items of MCE SMEs and stakeholders in accordance with agreed upon timelines. • Review and redline PWC drafts of Current State documentation. 	2 Weeks
Define and Evaluate Future State Options	<ul style="list-style-type: none"> • Review the Energy Efficiency Business Plan and provide high level assessment of data management requirements needed to support future and expanded DSM programs and services. • Document and work with MCE to prioritize business requirements for Customer Relationship Management (CRM) platform for MCE. 	<ul style="list-style-type: none"> • Identify stakeholders with decision rights to define future state vision in accordance with the agreed to timelines. • Validate DSM program management goals and ensure participation with respect to the development of strategies, tactics, and businesses processes needed to execute the operating model. • Identify business owners to review and provide feedback 	2 Weeks



	<ul style="list-style-type: none"> • Incorporate the planned needs and changing dynamics of DSM programs, verify DSM program management goals, and document strategies, tactics, and business processes needed to execute the operating model. • Document high level data management strategy that includes a system of record, system of initiation, and system of use. • Define level of internal and external capabilities associated with management of internal systems and managed service options. • Document and assist MCE to prioritize and sequence future state business requirements for operating model to manage DSM programs and optimize reporting. <p>For each option identify advantages and disadvantages from people, process, and technology areas of impact.</p>	<p>on future state processes and high level requirements.</p> <ul style="list-style-type: none"> • Evaluate and approve future state operating model design, data management strategy, and technology options. • Review Draft(s) of PwC work product and provide input. 	
<p>Develop Roadmap</p>	<ul style="list-style-type: none"> • Incorporate MCE feedback, prioritization, and DSM goals into a recommended DSM operating model and data management roadmap. 	<ul style="list-style-type: none"> • Review and validate the DSM operating model, data management strategy, and high level technology requirements that will support the operating model. 	<p>1 week</p>



Deliverables

We expect to provide you with tangible written material specifically prepared for and delivered to you under this engagement letter ("Deliverables") including the following:

- Report of findings with current state process and data flows, system architecture, gap analysis, and pain point summary
- Present high-level future state alternatives for Demand Side Program Management operating model and supporting underlying data management strategy
- Anticipated cost/benefit analysis (non-financial) for selected options
- Support model, Staffing and high-level skill requirements for selected options
- Documented deliverables will be presented in Draft form to enable MCE input prior to finalization

"Deliverables" also includes any oral advice we may provide.

We may prepare some Deliverables in conjunction with you that will be intended to be treated solely as your own and will not be represented as having been prepared by PwC. You will review such Deliverables, revise them as you deem appropriate, approve them prior to your use, and take full responsibility for their content.

Each party shall continue to own its own working papers and all intellectual property rights in its pre-existing materials. You will own all tangible written Deliverables, excluding any PwC Materials embedded therein, which shall continue to be owned by PwC and to which you will have a license as set out below. PwC shall, at MCE's expense, provide such written Deliverables to MCE or any party MCE may designate, and is otherwise allowable under this agreement, upon written request. PwC may keep file reference copies of all documents prepared for MCE. "PwC Materials" shall include PwC's pre-existing materials and any improvements and derivatives thereto (including a new or improved process, methodology, technique, analytical process, etc.) and any general skills, know-how, process, or other general intellectual property that may have been discovered or created as a result of the Services. Upon payment for such work containing PwC Materials, MCE will have a nonexclusive, non-transferable license to use such PwC Materials embedded in the Deliverables for its own internal use as part of such Deliverables.

In addition to Deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases, and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

Use of Deliverables

PwC is providing the Services and Deliverables solely for Client's internal use and benefit pursuant to a client relationship exclusively with Client and not for a third party's use, benefit, or reliance, and PwC disclaims any contractual or other responsibility or duty of care to others. Client may disclose Deliverables or discuss information relating to Services with third party professional advisors, including subcontractors, with a need to know such information to provide advice or services to Client and that are subject to obligations of confidentiality, although PwC disclaims any duties or liabilities to such advisors. Except as otherwise described below or required by law, Client agrees it will not disclose or make reference to PwC, the Deliverables, or the Services to other third parties without the prior written consent of PwC. Third party professional advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction. The parties acknowledge that the terms of this engagement letter may be discussed as an agenda item in MCE Board or Committee meetings subject to state and local open public meetings requirements; and further, that this engagement letter, any portions thereof, and/or any attachments or exhibits thereto, may be deemed a



public record subject to disclosure under the California Public Records Act and publication on MCE's website of Board and Committee meeting materials. If MCE is legally required to disclose information pertaining to the engagement letter or PwC deliverables, it shall promptly notify PwC to that effect, in order to give PwC the opportunity to seek such protection as it deems appropriate.

Confidentiality

"Confidential Information" means non-public information marked "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. Except as required by law or regulation (including the California Public Records Act), all terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Additionally, Confidential Information shall include MCE Customer Information, as described in this section and subject to applicable laws specifically restricting use and disclosure of utility customer information. MCE Customer Information shall include, without limitation: (a) names; (b) addresses; (c) telephone numbers; (d) service agreement numbers; (e) meter and other identification numbers; (f) MCE-designated account numbers; (g) meter numbers; (h) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, HP load, and other data detailing electricity or gas needs and patterns of usage); (i) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (j) payment / deposit status; (k) number of units; and (l) other similar information specific to MCE customers individually or in the aggregate. MCE Customer Information received by PwC shall only be used for the purposes set forth in this engagement letter and relating to implementing energy management, energy efficiency, and/or demand response programs, as permitted by Public Utilities Code 8380(e)(2) (collectively, the "Purpose"). Use of customer information by PwC for any secondary commercial purpose not related to the Purpose of this engagement letter, without customer's prior consent to such use, is prohibited. PwC and its authorized recipients shall use customer information only in furtherance of the Purpose.

Confidential Information does not include any information that: (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by a party from a non-party. Each party will protect Confidential Information using reasonable measures commensurate with those that the party uses to protect its own confidential information. Each party may use Confidential Information to perform, or as permitted in, this engagement letter or as requested or directed by the other or as required by applicable law, statute, rule, regulation, or professional standard, and no party will disclose Confidential Information to third parties without the other's prior written consent.

Notwithstanding the foregoing, without the other party's prior written consent, a party may disclose Confidential Information to its professional advisors, subcontractors, PwC Subcontractors, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations.

If disclosure is required by law, statute, rule, or regulation (including any subpoena or other similar form of process), or by professional standards, the party to which the request for disclosure is made shall (other than in connection with government audits, investigations, or supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice (to the extent permissible by law) thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief.

Project Assumptions and Dependencies



The Services and delivery schedule for this project are based upon the assumptions, representations or information supplied by MCE set forth below (“Assumptions”). In the event these assumptions materially change during the project, there may be an impact to the scope, schedule or duration of the Services that PwC will request through a change order or amendment. Any change order, additional work, expense or cost shall not be authorized without the prior written approval of MCE and PwC.

Assumptions:

- Evaluating data backup options is out of scope of this engagement
- Software vendor selection is out of scope of this engagement
- Requirements defined during this process will be further refined into technical requirements before solution implementation
- Any implementation of systems or databases is out of scope of this engagement
- Contractor will have timely access to MCE stakeholders, subject matter experts and other personnel as needed and documented by PwC in the form of a timeline and task list presented to MCE;
- Contractor will have timely access to existing relevant documentation of existing process, organization, data management, and systems architecture;
- Remediation of identified gaps in MCE’s processes and systems will be the responsibility of MCE management and is not part of this scope.
- PwC will not perform security controls testing or validation during this engagement.
- MCE and PwC Project Managers will conduct weekly status meetings to identify, assess and resolve project issues that may arise. Any issue deemed “critical” shall receive priority for “timely” resolution, so as to avoid potential impact to the project timing and cost
- All final strategy, design and implementation decisions are the responsibility of MCE management

Our Responsibilities

We will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit, accounting, or attest opinion, and we will not verify or audit any of the information provided to us.

Your Responsibilities

You are responsible for all management functions and decisions, including establishing and maintaining your internal controls, evaluating and accepting the adequacy of the scope of the Services in addressing your needs, and making decisions regarding whether to proceed with recommendations. You will designate a competent member of your management to oversee the Services. We expect that you will provide timely, accurate, and complete information and reasonable assistance, and we will perform the engagement on that basis. Additionally, MCE shall have the following responsibilities:

- Select relevant stakeholders for interview by PwC and facilitate the interviews in accordance with an agreed upon timeline;
- Identify and provide relevant information and documentation for PwC review;
- Designate a project manager who will coordinate with MCE stakeholders and key contractors or stakeholders to meet project timeline and deliverables;
- Designate a business analyst who will collaborate with PwC team and coordinate with MCE stakeholders to collect the data and documentation required;
- Designate a project sponsor who will be available for questions and reviews in person or via telephone. The sponsor will accept deliverables and authorize change orders, if applicable;



- Project sponsor will ensure that MCE staff, documentation, and systems are available as required to complete the project within the proposed timeframe.

Fees and Expenses

Our fee for this engagement will be \$109,158, inclusive of fees of all PwC Subcontractors (as defined in "Other PricewaterhouseCoopers Firms and Subcontractors" below), if any, our reasonable out-of-pocket expenses, any applicable sales, use, or value added tax, and our internal per ticket charges for booking travel. In no event shall the total of all fees and expenses related to this engagement exceed the maximum engagement letter amount of \$109,158, unless otherwise mutually agreed in writing between the parties.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of your failure to meet any of these requests or for any other reason, we will inform you promptly, providing an advanced warning that an additional fee may apply unless MCE takes action as to a requirement it is specifically obligated to complete under the engagement letter.

Invoices will be issued monthly based on an equal proration of the fixed fee over the expected duration of the engagement, with the final invoice issued upon MCE's receipt of all deliverables of the engagement. PwC shall email invoices to MCE at invoices@mcecleanenergy.org on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this engagement letter.

Invoices are due upon presentation and payable within 45 days of the invoice date.

Termination and Dispute Resolution

Either party may terminate the Services by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other party and be sent by registered mail or by email to the email address listed in the Fees and Expenses section. PwC may terminate the Services upon notice, in the event it reasonably believes the Services cause it to violate GAO, SEC or AICPA independence guidelines. Upon termination, PwC will provide all completed deliverables to MCE for which it has paid up to the date of termination.

Any disputes that arise between the parties that are not resolved by mutual agreement shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

Any dispute asserted against MCE for breach of contractual or non-contractual duties, obligations and liabilities arising from or in connection with the engagement letter shall be governed by and construed



in accordance with the laws of the State of California. Any dispute asserted against PwC for breach of contractual or non-contractual duties, obligations and liabilities arising from or in connection with the engagement letter shall be governed by and construed in accordance with the laws of the State of New York.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability to pay damages for all claims, losses, liabilities, or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to us for the particular Service giving rise to the liability under this engagement letter. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, we shall have no liability arising from or relating to third-party hardware, software, information, or materials selected or supplied by you.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is part of a global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may, in its discretion, draw on the resources of and/or subcontract to its subsidiaries, affiliates, the Other PwC Firms, and/or third party contractors and subcontractors in each case within or outside of the United States (each a "PwC Subcontractor"), in connection with the provision of Services and/or for internal, administrative, and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. Except as the parties may agree otherwise, PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and their and PwC's respective partners, principals, or employees (collectively the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure that Client's Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of Client's Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although PwC Subcontractors may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein) and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. We disclaim any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Other Matters

Neither party to this engagement letter may assign or transfer this engagement letter or any rights, obligations, claims, or proceeds from claims arising out of or in any way relating to this engagement letter, any services provided hereunder, or any fees for this engagement or such services to anyone without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.

If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law.



Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control.

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 engagement letter. PwC 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 engagement letter.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

PwC and any subcontractors authorized by the terms of this engagement letter shall keep and maintain expense records and employees' time sheets. Such records shall include, but not be limited to, documents supporting all expenses. To the extent required by law, regulation, or contract, a state or federal government oversight agency having jurisdiction over the parties to this engagement letter or the subject matter hereof shall have the right upon adequate notice, during regular business hours, to review and audit expense records relating to this engagement letter during the Contract period and for at least five (5) years from the date of the completion or termination of this engagement letter.

This engagement letter represents the entire agreement between the parties with regard to the subject matter hereof and supersedes any prior understandings, proposals, or agreements with respect to the Services. Any changes must be agreed to in writing.

During the term of this engagement letter and for twelve (12) months thereafter, neither party shall intentionally solicit for employment or as an independent contractor any person employed by the other or any affiliate of the other, if such person was involved directly in the performance of the Services under this engagement letter. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to job postings published in newspapers, trade publications, or on websites that did not target that person directly.



* * * * *

We are pleased to have the opportunity to provide Services to Marin Clean Energy. If you have any questions about this engagement letter, please discuss them with Ryan McGinn at (650) 387-4197. If the Services and terms outlined in this engagement letter are acceptable, please sign one copy of this engagement letter in the space provided and return it to the undersigned. You may return the signed copy to me by mail or air courier to 488 Almaden Boulevard Suite 1800 San Jose, CA 95110, by facsimile to my attention at (813) 990-4110 or attached as a pdf, jpeg, or similar file type to an e-mail to me at trevor.g.larocque@pwc.com.

Very truly yours,

PricewaterhouseCoopers Advisory Services LLC

By: _____
Trevor LaRocque
Principal

Date: _____

ACKNOWLEDGED AND AGREED:

Marin Clean Energy

Signature of client official: _____

Please print name: _____

Title: _____



June 2, 2017

TO: MCE Executive Committee

FROM: Paul Liotsakis, Customer Programs Manager

RE: Proposed Resolution 2017-05 Authorizing Execution of California Energy Commission Grant Agreement for MCE's "Building Energy Optimization" Project (Agenda Item #07)

ATTACHMENTS: A. Proposed Resolution 2017-05 Authorizing Execution of California Energy Commission Grant Agreement
B. Scope of Work

Dear Executive Committee Members:

SUMMARY:

In March 2017, your Executive Committee authorized staff to apply for the California Energy Commission's (CEC) Grant Funding Opportunity: GFO-16-404 "Local Government Challenge". In April 2017, the CEC approved MCE's grant application. On May 18, 2017 the MCE Board of Directors approved an Amendment to the Fiscal Year 2017/18 Budget that would authorize MCE to receive and expend funds pursuant to this pending grant agreement. Per the state's requirement that local government agencies adopt a resolution specifically authorizing execution of grant agreements and contracts with the state, staff requests that the Executive Committee adopt the attached proposed Resolution No, 2017-05 authorizing execution of the grant agreement when it is finalized by the CEC.

The final grant agreement will consist of the attached Scope of Work, Schedule, Budget, a Contacts list, and a CEC form signature page (the attached form is for illustrative purposes only), in addition to General and Special Terms and Conditions for the grant and its federal funding requirements, which can be viewed on the CEC's website at <http://www.energy.ca.gov/contracts/GFO-16-404/>.

Purpose of the CEC Grant Agreement

The CEC has awarded funding to MCE to develop a replicable model for deploying Distributed Energy Resources (DERs) that optimize building efficiency on a community scale. DERs include resources such as energy efficiency, demand response, customer generation (e.g. rooftop solar), energy storage, electric vehicles, and water-energy conservation. Three committed Demonstration Projects that validate the proposed DER solution will be executed to show viability of this locally-created procurement model for CCAs.

CEQA Review

The CEC requested a brief statement of the basis for CEQA exemption for the proposed project, which staff has included in the proposed Resolution. The projects and tasks described in MCE's

funding application, including the Demonstration Projects, are categorically exempt from CEQA review. Per analysis by MCE staff and project partners, categorical exemption from CEQA applies because the Demonstration Projects will involve only minor modifications to existing structures and facilities, such as rooftop or parking lot solar arrays, storage enclosures, and energy efficiency measures.¹ Additionally, it is anticipated that only ministerial permits, statutorily exempt from CEQA, will be required for the Demonstration Projects.²

FISCAL IMPACT: “Local Government Challenge” grant award funding will provide additional revenue to the Customer Programs Department for development and deployment of new, innovative DERs in MCE’s service territory. These funds are accounted for in the current FY 2017/18 budget.

RECOMMENDATION: Adopt proposed Resolution No. 2017-05 authorizing the Chief Executive Officer and Executive Committee Chair to execute a grant agreement with the CEC for MCE’s “Building Efficiency Optimization” Project, upon receipt of a CEC-approved grant agreement package, and authorizing MCE staff to coordinate with the CEC as needed to make any necessary technical/non-material revisions to provisions of the grant agreement.

¹ See applicable exemptions under CEQA Guidelines at 14 CCR Sections 15301-15304, and 15306.

² CA Public Resources Code Section 21080.

RESOLUTION NO. 2017-05

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AUTHORIZING THE CHIEF EXECUTIVE OFFICER AND EXECUTIVE COMMITTEE CHAIR TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA ENERGY COMMISSION UNDER GRANT FUNDING OPPORTUNITY GFO-16-404

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

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

WHEREAS, on February 16, 2017, the Board of Directors of MCE adopted Resolution No. 2017-02 delegating contract approval and executory authority to its Executive Committee and the Chief Executive Officer (CEO), in relevant part as follows: that the Executive Committee has all necessary and proper authority to approve and direct the CEO to execute all contractual agreements or amendments thereto; provided that any agreement with total consideration greater than \$25,000 shall also be executed by the Executive Committee Chair; and

WHEREAS, on March 3, 2017, the Executive Committee authorized MCE staff to submit an application entitled MCE's "Building Efficiency Optimization" Project to the California Energy Commission ("CEC") for funding under the CEC's Local Government Challenge grant program GFO-16-404, in which MCE proposed to develop a replicable model for deploying Distributed Energy Resources that optimize energy efficiency in buildings on a community scale, with a total budget of \$1,720,343 million for the proposed project; and

WHEREAS, on April 11, 2017, the CEC issued a Notice of Proposed Award awarding MCE a grant in the amount of \$1,720,343 for the proposed project.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Executive Committee:

A. The Executive Committee finds that, in compliance with the California Environmental Quality Act (CEQA), the activities and tasks described and/or proposed in MCE's "Building Efficiency Optimization" Project, whether wholly or partially funded by the CEC grant award or other source(s), are categorically exempt from further CEQA review under one or more CEQA Guidelines, including sections 15301 (minor alteration of existing structures or facilities), 15302 (replacement or reconstruction of existing structures and facilities, such as existing utility facilities), 15303 (replacement or repair

of facilities in, conversions of uses of, or minor modifications to small structures), 15304 (minor alterations to land) and 15306 (information collection and resource evaluation activities). Additionally, statutory exemption from CEQA review shall apply to the extent that any and all permits required for the Demonstration Projects are ministerial in nature (Public Resources Code Section 21080; 14 CCR Section 15300.1).

B. The Executive Committee approves the proposed Scope of Work, Budget, and applicable Terms and Conditions of CEC grant award GFO-14-404 for MCE’s “Building Efficiency Optimization” Project; accepts the proposed grant award in the amount of \$1,720,343, and authorizes the CEO and Executive Committee Chair to execute the grant agreement upon receipt from the CEC of an approved final form of such agreement.

C. The Executive Committee hereby authorizes and directs MCE staff, in coordination with the CEC, to add to or modify any such non-material or technical provisions of the grant agreement as may be required under applicable local, state and federal contracting laws or grants management requirements in order to effectuate timely CEC approval and execution of the approved final grant agreement.

PASSED AND ADOPTED at a regular meeting of the MCE Executive Committee on this 2nd day of June, 2017, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
Town of Corte Madera				
Town of Fairfax				
City of Larkspur				
County of Marin				
City of Novato				
City of Richmond				
Town of San Anselmo				

 CHAIR, MCE EXECUTIVE COMMITTEE

Attest:

 SECRETARY

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Identification of Optimal Locations And Projects
3	Deploy Demonstration Projects
4	Evaluate Above Tasks To Align With Climate Action / GHG Reduction Goals And Relevant State Policies
5	Define Replicable and Scalable Procurement Models and Programs; Develop Program Manual
6	Public Outreach/Broadcast Results

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Beckie Menten, MCE Clean Energy	Pathion	
2	Charlie Monk, TerraVerde	Pathion	
3	Charlie Monk, TerraVerde	Pathion, AEA, O'Rear Consulting	
4	Woody Hastings, Center for Climate Protection	TBD, if any	
5	Beckie Menten, MCE Clean Energy	TerraVerde, Pathion	
6	Woody Hastings, Center for Climate Protection	TerraVerde, Pathion	Existing CCAs, CalCCA, and CCA advocacy organizations

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CCA	Community Choice Agency or Aggregation
CAGB	Climate Action Goal Baseline
CCA	Community Choice Aggregator

Exhibit A SCOPE OF WORK

Term/ Acronym	Definition
Challenge	Local Government Challenge
CPR	Critical Project Review
DER	Distributed Energy Resource(s)
ED	Efficiency Division
EIC	Energy Innovation Challenge
EBEE Action Plan	Existing Buildings Energy Efficiency Action Plan
Energy Commission	California Energy Commission
GHG	Greenhouse Gas
JPA	Joint Powers Authority
Recipient	Challenge Grant Recipient
SGLC	Small Government Leadership Challenge

Problem Statement:

Buildings represent enormous potential in our communities to help achieve local and state goals related to energy, climate action plans, GHG reductions, and the overall cost effectiveness and efficiency of our electrical system. Unfortunately, utilizing these building opportunities as optimized Distributed Energy Resources (DER) is largely untapped today. This is due primarily to the lack of a coordinating governing entity specific to geographic areas that identifies, targets, and facilitates deployment of energy efficiency and other DER. Deployments of energy efficiency and other DER have historically occurred in inconsistent locations where vendors can “make a sale” and realize the highest return on investment. This leaves most locations unrealized in terms of DER potential, especially those where building owners have neither the time nor understanding to evaluate and make decisions regarding the benefits of DER based on complex offerings from multiple and sometimes nascent vendor companies. In addition, there is no entity positioned to evaluate optimal locations where the benefits for building efficiency via DER can be maximized across local, city, state, and electrical system goals. The lack of a strategic, community-wide, aggregated, and system approach has resulted in an extremely low and slow penetration rate of building efficiency DER projects with high customer acquisition and technology costs. The market has been unable to address these barriers sufficiently due to the lack of a community-scale and independent Program administrator, motivated by the desire to achieve overall system efficiency and climate action goals, and who is willing to make investments in the systems and processes that will deliver a highly effective solution.

With the growing adoption of Community Choice Aggregators (CCAs), the marketplace now has the appropriate independent program administrator to provide the needed framework and aggregation that can remove the aforementioned barriers. The proposed solution by this grant team, titled the “MCE Building Efficiency Optimization Project” (BEO), delivers a new scalable, accelerated, and cost-effective approach for optimizing building efficiencies across communities. This replicable solution establishes the CCA as the most effective entity that can

Exhibit A SCOPE OF WORK

target, aggregate, and leverage building resources within a community to achieve specific local and state (SB 350, AB 802, and the Existing Buildings Energy Efficiency Action Plan) climate action plan goals, lower GHG emissions broadly, and reduce net load on the electrical system. As detailed in the Scope of Work, this solution features specific demonstration projects, new technology to enable rapid and targeted identification of optimal building locations, and a programmatic approach that accelerates widespread deployment and adoption of building efficiency solutions. This solution does not exist today, and thus the grant project will enable CCAs to eliminate multiple existing barriers including market adoption, costs & financing, institutional, and science & technology.

Goals of the Agreement:

Focused on the Energy Innovation Challenge category of this Local Government Challenge grant, the goals of this project are to:

Goal #1: Prove that CCAs are the ideal local government body (and independent energy entity) to remove the barriers currently preventing broad and rapid deployment of targeted DER that deliver substantial building efficiency and GHG reductions.

Goal #2: Deliver an innovative and replicable CCA program solution that enables targeted and optimized DER portfolios to be deployed rapidly across CCA service territories, thus accelerating state and local climate action and GHG reduction goals. The program design will be validated by three committed demonstration projects.

Objectives of the Agreement:

The objectives of this project are to:

1. Establish Climate Action Goal Baseline (CAGB): Identify CCA baseline forecast for reaching climate action goals utilizing wholesale renewable energy procurement alone (i.e. in the absence of programmatic DER procurement solution).
2. Establish DER Success Metrics: Create metrics to measure and rank various DER options and portfolio combinations in terms of their ability to accelerate achievement of climate action and GHG reduction goals of CCAs (and the constituent local governments within their service territories), while helping advance the state towards SB 350, AB 802, and the Existing Buildings Energy Efficiency Action Plan (EBEE Action Plan). DER Success Metrics shall also factor cost effectiveness, economic viability/scalability as well as customer acquisition costs.
3. Create Functional Database: Gather and organize data (both grid level and customer/building load level) in a fashion that allows users to run high volumes of multi-variable/multi-objective simulations of DER portfolios.
4. Produce Optimal DER Portfolio: Analyze the impact of optimal DERs on the CABG and identify the highest value target customers/buildings/sites for DER deployment. Identify location and mix of DER to maximize DER Success Metrics, thus producing the “Optimal DER Portfolio”.

Exhibit A

SCOPE OF WORK

5. Execute Demonstration Projects: Deploy the three committed demonstration projects within the CCA's Optimal DER Portfolio that validate the proposed solution; measure and analyze the deployed demonstration projects in terms of achieving and validating the project objectives and impact on CAGB.
6. Design Replicable and Scalable Programs & Procurement Models: Define specific procurement, financing and price-signal solutions for CCAs, based on findings collected from the demonstration projects, to accelerate and broaden building owner adoption of optimal DER portfolios that maximize reductions in energy use with increased local energy generation.
7. Develop Measurement & Verification Protocols to Monitor Impact on CAGB: To establish CCA as centralized, independent performance monitoring agent, implement data-access gateways and Measurement & Verification (M&V) protocols to aggregate and analyze asset performance data in real time, at portfolio scale. Utilize DER asset performance data in feedback loop to refine future DER programs to maximize future outcomes and course-correct existing asset performance as needed.
8. Organize Solution/Best Practices into "Program Manual" – Promote to Others: Develop straightforward, user-focused "Program Manual" which organizes the tools, program designs, findings and document templates in a package that can be transferred and repurposed by other CCAs and constituent local governments to accelerate their own climate action and building efficiency goals. Promote the Program Manual and schedule opportunities for knowledge sharing to maximize adoption of our solution and approach.

The following diagram illustrates the three primary functional areas that will be delivered via this Energy Commission grant project: 1) **Programs**; 2) **Analysis**; and 3) **Deployments**.

Please see the diagram on the following page including the description below the diagram.

Exhibit A SCOPE OF WORK

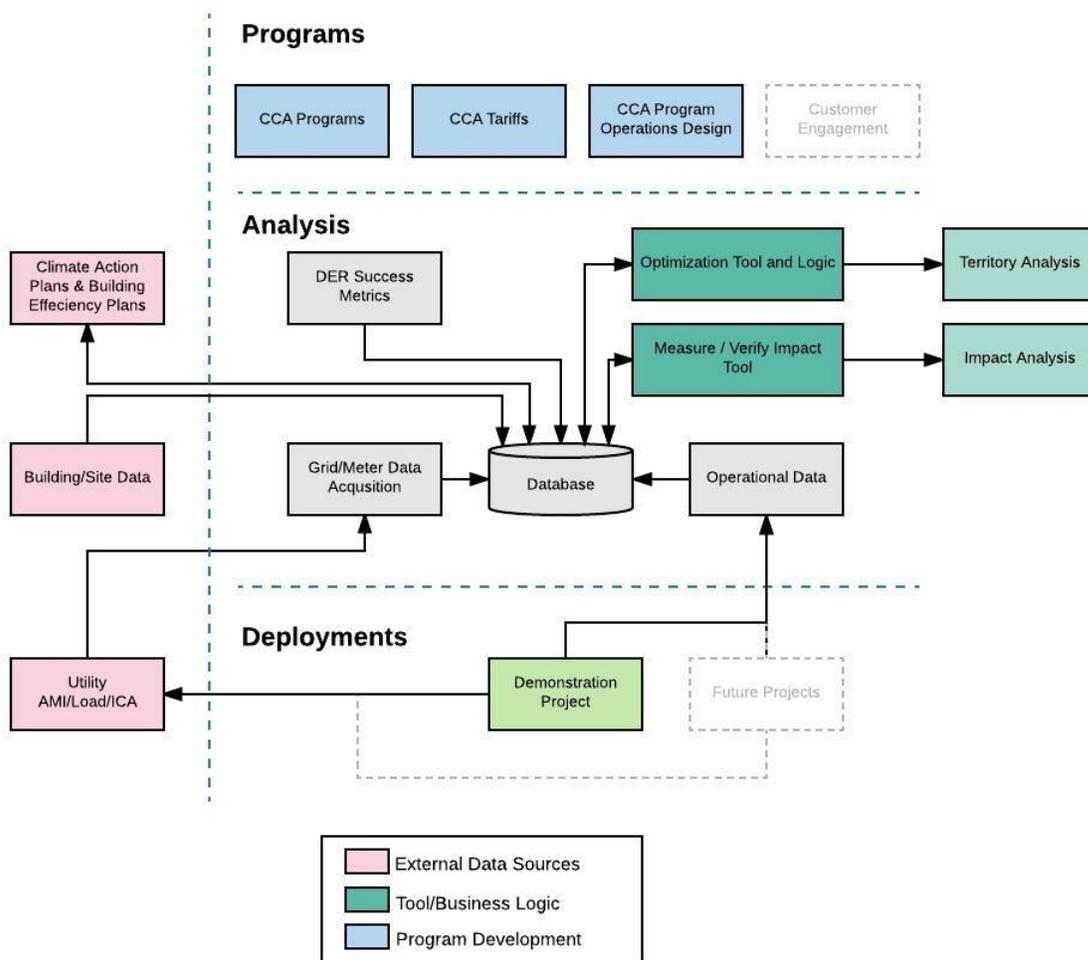


Fig 1: MCE “Building Efficiency Optimization” Project – Functional Diagram

In the above diagram, the **Analysis** function provides the critical “middle tier” of the three functional areas. The Analysis function integrates external data sources including advanced metering infrastructure (AMI) data to verify realized energy savings (consistent with AB 802 and SB 350), the Climate Action Plans from CCAs and their local government constituents, the state’s EBEE Action Plan, and building energy efficiency initiatives and building/site data within the CCA territory. This delivers the data-driven decision making goal for the EBEE Action Plan, specifically listed as one of the recent updates to the plan. Based on this data, the Analysis function includes the logic to develop optimal DER targeting plans as well as metrics for measuring DER deployment impact to state and local climate action plans over time.

The **Programs** function develops the replicable CCA procurement programs (tariff models, program definition, program manual, etc.) that enable CCAs to remove barriers and scale DER deployments and net impact to reduce GHG emissions.

Exhibit A

SCOPE OF WORK

The **Deployment** function deploys the three committed demonstration projects, helping inform both the Analysis and Programs section with real-life operational data. Together, these three functions deliver the solution that satisfies the goals and objectives of this project as outlined above.

This solution also aligns with recent CPUC decisions to “expand the reach of efficiency programs into existing buildings, reduce administrative costs, and spur program innovations,” as stated in the EBEE Action Plan. In this case, the CCA is the local government entity, coordinating with all the other local government entities in their service territories. With the CCA taking the lead across multiple local governments in its service territory, the program is much broader, targeted and streamlined than via ad hoc local government collaboration, thus expanding and accelerating customer participation.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products
 - Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products

Exhibit A SCOPE OF WORK

- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Agreement Officer, the Efficiency Division (ED) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Efficiency for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.

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- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Exhibit A SCOPE OF WORK

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period and to report them to the Energy Commission's Commission Agreement Manager, which meets federal reporting requirements.

The Recipient shall:

- Prepare a Quarterly Progress Report with the required fields, as determined by the Energy Commission. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. **Product:**
- Quarterly Progress Reports

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

Exhibit A

SCOPE OF WORK

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the ED project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

Exhibit A SCOPE OF WORK

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:

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- Type of permit
- Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.

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- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

Task 2 IDENTIFICATION OF OPTIMAL LOCATIONS AND PROJECTS

Task 2.1 Establish Baseline and Success Metrics

The goal of this task is to quantify and clearly define MCE's projected achievement statistics for climate action goals, in the absence of the programmatic DER solution proposed herein. This forecast shall be referred to as the Climate Action Goal Baseline (CAGB) and will serve as the foundation for measurement and comparison of future DER deployments under the proposed solution. In addition, it is the goal of this task to create DER Success Metrics to measure and rank various DER options and portfolio combinations in terms of their ability to accelerate achievement of CCA climate action and GHG reduction goals, advance the state towards SB 350 and AB 802 goals, as well as factor in the cost effectiveness, economic viability/scalability and customer acquisition costs for underlying projects.

The Recipient shall:

- Quantify and clearly define the GHG reduction impact of planned wholesale electricity resources through 2025 (including bundled renewable energy, unbundled renewable energy, other GHG-free energy, and conventional energy contracts).
- Quantify and clearly define the GHG reduction impact of existing and planned MCE-sponsored DERs within the service territory through 2025.
- Combine statistics gathered in previous two activities on an annual basis to establish the CAGB.
- Develop DER Matrix to capture and organize the GHG reduction impact of various DER project types across all energy consumer types in the service territory, including average market statistics on project implementation and operating costs.
- Identify and clearly define DER Success Metrics, including specific performance results based on the previous baseline definition, DER optimization analysis, and scoring protocols utilizing the DER Matrix, to allow the Recipient to prioritize projects and sites through the evaluation of impact vs. viability.

Products:

- Climate Action Goal Baseline (CAGB)
- DER Success Metrics

Task 2.2 Develop Database Enabling Quantified Analysis of Optimal Locations

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The goal of this task is to design, develop and populate a functional database enabling automated analysis of a service territory to facilitate identifying optimal locations, identified hereinafter as the Location Opportunity Database. This database will support ad hoc queries and multi-objective simulations of potential DER portfolios at optimal building sites, based on criteria that include system peak areas, individual site potential and analysis, and PG&E Integration Capacity Analysis data. The database enables quantification of the locational value of individual sites with regards to efficiency and local generation potential.

The Recipient shall:

- Design, develop and populate database, including both grid level and customer/building load level data, in a fashion that allows users to run high volumes of multi-variate/multi-objective simulations of DER portfolios with the intent of identifying optimal combinations with the highest impact on DER Success Metrics, as defined in Task 2.1. This includes capturing additional information for building efficiency optimizations that are not provided at a granular enough level today to be useful for CCAs.
- Capture building/site specific data, utilizing various existing and planned mechanisms, that enables the identification of the following opportunities per location: 1) physical site upgrade opportunities such as lighting retrofits, occupancy sensors, HVAC upgrades, windows, building envelope, insulation, etc.; 2) generation potential, focused primarily on site potential for solar generation including rooftops, parking lots, and brownfield areas; 3) fuel switching, e.g. from gas to electricity HVAC or domestic hot water to match local solar generation potential and provide potential thermal storage; 4) building energy management system opportunities including load shifting to optimize the potential of the local generation profile; and 5) energy storage, including the opportunity to integrate higher penetrations of solar PV generation based on the support of energy storage to store surplus solar generation and discharge the electricity during evening load ramps, thus further reducing net system load and fossil fuel consumption.
- Capture and integrate PG&E Integration Capacity Analysis data (as available) and create relationships with individual site locations to enable cross-referencing analysis.

Products:

- Database design and populated Location Opportunity Database. NOTE: this common database will be designed such that it can be utilized for and across multiple government entities, thereby enabling a more targeted, scalable, automated, and accelerated engagement model for EE and DER vendors within service territories across the state.

Task 2.3 Develop Data Analysis Tools to Simulate DER Location/Portfolio Optimization

The goal of this task is to deliver a comprehensive analysis of the MCE service territory to identify optimal locations for achieving building energy efficiency while reducing energy imported from grid. Specifically, this task aims to simulate the impact of DER on the CABG by creating portfolio optimization tools (and underlying algorithms and business logic) to identify the highest value target customers/buildings/sites for DER deployment. Using these tools, the Recipient will identify the locations and ideal mix of DER projects/solutions that maximize DER Success Metrics, thus producing the “Optimal DER Deployment Plan” across the service territory.

The Recipient shall:

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- Analyze individual customer loads and load shapes within the service territory, utilizing the Location Opportunity Database to identify locations with maximum potential for energy efficiency, local generation, and storage. This includes identifying locations causing feeder, substation and system peaks as well as low-load factor client load profiles. Codify and display findings visually through the development of a DER Location Opportunity Map (utilizing ArcGIS or other publically available 3rd party mapping platform).
- Utilize analysis that leverages the PG&E Integration Capacity Analysis (ICA) data within the Location Opportunity Database to identify on a per feeder segment basis the locations from the above analysis that will benefit from accelerated Interconnection via available hosting capacity and/or identifiable cost deferrals of distribution and/or transmission upgrades to maximize the potential for future net-new revenue streams to project participants.

Products:

- DER Location Opportunity Map

Task 3 DEPLOY DEMONSTRATION PROJECTS

Task 3.1 Finalize Demonstration Project Deployment Plans

The goal of this task is to finalize the demonstration project deployment plans in the service territory that will provide input to and validate the methods and data utilized in the above Tasks.

The Recipient shall:

- Finalize deployment plans for the three committed demonstration projects within the service territory that fit the criteria from the above, enabling a deployment of an optimal DER portfolio to achieve maximum impact on the CAGB via energy efficiency and local generation, while maximizing value to the service territory and to the grid. The committed deployment projects are listed below. Each of these sites has provided a Commitment Letter. Please refer to the Narrative for more details regarding the scope for each demonstration project. One of the deployment projects directly benefits a disadvantaged community:
 - Monterey Pines Apartments. 680 S. 37th St, Richmond, CA 94804 NOTE: This is a disadvantaged community site.
 - Marin Sanitary Service. 1050 Andersen Drive, San Rafael, CA 94901
 - Novato Sanitary District. 500 Davidson St., Novato, CA 94945
- Gather customer load data and site conditions data.
- Conduct detailed energy efficiency audits and produce an Energy Audit Report for each demonstration project site, to be reviewed by the property owners, which may include one or more of the following:
 - Energy/GHG reduction calculations per DER
 - Building eQuest models (as necessary)
 - Cost savings analysis including energy and maintenance cost projections
 - Populated and validated Energy Star Portfolio Manager in compliance with AB 802 requirements

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- Building energy use index (EUI) with comparison to building peer group
- Develop Building Use Plan to promote behavioral change strategies to building occupants/users, leading to energy use reduction and energy use shifting in compliance with AB 802 requirements.
- Conduct detailed economic feasibility analyses for each demonstration project based on the information in the Energy Audit Report for each site. This Project Feasibility Report is separate from the Energy Audit Report and covers the economics of the proposed DER portfolio for the site including a cash flow pro forma. The Project Feasibility Reports will be presented to the property owners.
- Create a preliminary design of optimal DER portfolios for each demonstration site and deliver a Project Scope Inventory to the property owners, including a portfolio matrix of proposed DERs, DER locations, and ranked by success metrics including customer benefits. Acquire final approval from building owners.
- Fulfill all NEPA/CEQA requirements, if required.
- Conduct analysis of alignment between the demonstration projects with Task 2.3.

Products:

- Energy Audit Reports
- Building Use Plans
- Project Feasibility Reports (include NEPA/CEQA requirements, if applicable)
- Project Scope Inventory
- Final deployment plan for demonstration sites including DER Success Metrics results

Task 3.2 Deploy Demonstration Projects

The goal of this task is to deploy the three committed demonstration projects in the service territory that will provide input to and validate the methods and data utilized in the above Tasks. NOTE: as stated in Goal #2, this project intends to design a replicable CCA solution utilizing the three deployed demonstration projects that leverages market mechanisms to cover the deployment costs. This task is intended to demonstrate the viability of using existing market mechanisms and financing models – as well as improved mechanisms and models via this grant project – to deploy these projects. As such, the cost for deploying these demonstration projects is not intended to require Energy Commission funds. And as such, the project anticipates that the deployment projects will be categorically excluded under NEPA and categorically exempt under CEQA. The task will reinforce the goals of the grant project to establish a replicable and scalable model across CCAs and other local government entities for deploying building efficiency solutions.

The Recipient shall:

- Coordinate all stakeholders to ensure successful completion of the demonstration projects. MCE will lead collaboration with the cities/towns where the demonstration projects are located.

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- Assist building owners in creating, launching and managing the request for proposals (RFP) process to secure qualified DER implementation vendors and financing solutions (as needed). RFP documents and protocols shall be repurposed later in program development sequence and shall include:
 - Request for Proposals (RFP) Template (i.e. DER vendor solicitation documents).
 - Value Engineering Matrix to identify opportunities for cost savings and efficiencies in design, engineering, construction and or scheduling.
- Assist building owners in managing the contracting and pricing negotiations process with DER vendors and supply document templates to ensure balanced procurement process, resulting in the following:
 - Procurement Contracting Templates; i.e. design-build or design-bid-build contract documents
- Manage the deployment and implementation of the optimal DER portfolios at the demonstration sites; satisfy all permitting as required in Task 1.8 via CCA coordination across the permitting entities for the deployment locations and ensure compliance with Title 24; monitor construction through weekly status meetings; and generate Weekly Project Status Reports for building owners.
- Oversee DER commissioning and ensure compliance to RFP and Project Scope Inventory specifications; validate DER vendor closeout and punchlist.
- Provide measured and analyzed results of the demonstration projects to all stakeholders (and as part of the deliverables for Task 6), including the Energy Commission, CCAs, other government entities, CAISO, utilities, etc. This will include evaluation of the DER Success Metrics in terms of support for meeting the goals of SB 350 and AB 802 and projected impact on the CAGB.

Products:

- Deployed demonstration projects
- Report on status and results of deployed projects: description, DER portfolio designs, Success Metrics measured, projected impact on CAGB, as-built Cash Flow Pro Forma

Task 3.3 Develop Measurement & Verification Protocols to Monitor Impact on CAGB

The goal of this task is to identify the technology and develop the protocols required to aggregate operational data from the deployed demonstration projects to enable real-time M&V of asset-level performance. Additionally, the goal of this task is to demonstrate the value of establishing the CCA as the centralized, independent performance monitoring agent utilizing M&V protocols for DER assets at portfolio scale.

The Recipient shall:

- Identify, secure and install real-time monitoring technologies and M&V Reporting Dashboard at demonstration sites.

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- Analyze performance data from the operational demonstration projects over a required period of time to validate forecasted DER Success Metrics, forecasted impact on CAGB, forecasted achievement of SB 350 and AB 802 goals, and forecasted advancement towards the state's EBEE Action Plan. Create M&V Impact Report template with replicable design, inputs and outputs.
- Provide ongoing real-time M&V support to operational demonstration projects and utilize performance data in feedback loop to improve future DER programs and refine DER Success Metrics. Maximize impact on CAGB through communication of preventative asset management measures to building owners, and facilitate corrective measures as required. Update Energy Star Portfolio Manager with actual results.

Products:

- Web based M&V Reporting Dashboard (live viewing capabilities) linked to operational data at demonstration projects
- M&V Impact Report and documentation of M&V protocols. NOTE: the M&V Impact Report will be designed such that it can be utilized for and across multiple government entities, thereby enabling a more targeted, scalable, automated, and accelerated engagement model for EE and DER vendors within service territories across the state.
- Updated Energy Star Portfolio Manager

Task 4 EVALUATE THE ABOVE TASKS TO ALIGN WITH CLIMATE ACTION / GHG REDUCTION GOALS AND RELEVANT STATE POLICIES

The goal of this task is to evaluate MCE's local climate action plan(s) and GHG reduction goals and the relevant state policies to achieve close alignment with the design and results of the previous tasks.

The Recipient shall:

- Analyze existing climate plans and GHG reduction goals from MCE, and in collaboration with the other local government entities within the MCE service territory (key city governments within Marin, Napa, Contra Costa, and Solano counties) in the context of the results and proposed designs from the previous tasks.
- Evaluate the results and metrics from the above tasks in order to support meeting the goals of SB 350, AB 802, and the EBEE Action Plan. This includes informing the quantification of DERs for metered savings (AB 802) and/or their ability to contribute to doubling the adoption of energy efficiency.
- Recommend modifications to the existing climate plans and GHG reduction goals and/or the previous tasks to tighten the alignment between the activities above.

Products:

- Revisions to existing relevant climate plans and GHG reduction goals that reflect the outcome and designs of the above tasks
- Modifications to the above tasks as needed to further achieve climate plan goals and GHG reduction goals and meet the goals of SB 350 and AB 802

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Task 5 DEFINE REPLICABLE AND SCALABLE PROCUREMENT MODELS AND PROGRAMS; DEVELOP PROGRAM MANUAL

The goal of this task is to design a replicable and scalable procurement model and program such that CCAs (and other local government entities) can accelerate and broaden building owner adoption of these solutions to rapidly achieve optimal building efficiency and net load reduction within service territories.

The Recipient shall:

- Develop replicable methods across planning, targeting, financing, customer acquisition, building owner compensation, and deployment that can be readily utilized by Joint Power Authorities / CCAs to remove barriers and simplify deployment of optimal DER portfolios for targeted building owners within service territories, to achieve climate action and GHG reduction goals
- Design a financing solution that compensates building owners appropriately for optimizing local generation at building locations (including rooftops, parking lots, and brownfield areas) within a service territory. This will be designed specifically for Joint Power Authorities/CCAs with the intent to optimize building utilization for energy generation while minimizing import from the grid.
- Target optimal locations for utilizing energy storage in order to achieve the combined goals of: 1) maximizing local generation; 2) reducing energy imported from the grid; and 3) generating value from the grid in terms of ancillary services and distribution/transmission deferrals.
- Develop a straightforward, user-focused CCA DER Procurement “Program Manual” that organizes the knowledge, tools, program designs, findings and document templates in a package that can be transferred and repurposed by other CCAs and local governments to accelerate their own climate action and GHG reduction goals. This will include: 1) how CCAs can utilize a targeted and optimal DER resource portfolio to achieve their climate action and GHG reduction goals; and 2) understanding where the values of DER can be optimized, including the avoided cost of electricity through building efficiency, as key attributes of a successful program.

Products:

- Report documenting the proposed procurement and program models for CCAs and other government entities that achieve optimal results based on the grant project goals and objectives
- CCA DER Procurement Program Manual (as described above)

Task 6 PUBLIC OUTREACH/BROADCAST RESULTS

The goal of this task is to develop a plan for packaging and sharing the CCA program and project results, including knowledge gained, results, and lessons learned from Agreement tasks. The CCA program and project results will be shared with local governments, operational and

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emerging CCAs, CalCCA, other load serving entities, relevant regulatory agencies, and other stakeholders.

The Recipient shall:

- Prepare a Public Outreach/Broadcast Results Plan explaining any public outreach actions proposed during the term of the Agreement and how the knowledge gained from Agreement tasks will be made available to other local governments, including operational and emerging CCAs, local government entities as constituents of CCA service territories, other load serving entities, and relevant regulatory agencies. Key elements from this report shall be included in the Final Report for this Agreement.
- Implement the Public Outreach/Broadcast plan. This includes achieving direct outreach to CCAs across the state of California via CalCCA, the California entity representing California CCAs. Please refer to the CalCCA letter of support provided with this submission. In addition, the Center for Climate Protection, as the lead team member on this task, will work closely with MCE and CalCCA to promote and communicate the solution in part via the Center for Climate Protection's Clean Power Exchange website (cleanpowerexchange.org) and by leveraging the grant team's relationships other CCA advocacy organizations, local governments, relevant regulatory agencies, and other stakeholders to ensure this solution can be widely and readily adopted by CCAs across the state.

Products:

- Draft Public Outreach/Technology Transfer Plan
- Final Public Outreach/Technology Transfer Plan
- Implementation of the Outreach Plan. This includes distribution of the CCA DER Procurement Program Manual and presentation of key elements to CCAs and other government entities