



Executive Committee Meeting
Friday, September 1, 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

Marten Law, PLLC
555 Montgomery Street, Suite 820
San Francisco, CA 94111-2560

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 7.7.17 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 New MCE Staff Positions
 - C.4 Second Amendment to the Fifth Agreement with Frontier Energy (formerly Bevilacqua-Knight, Inc.)
 - C.5 First Amendment to the Sixth Agreement with Community Energy Services Corporation (CESC)
 - C.6 Second Amendment to the First Agreement with Free Range
 - C.7 Memorandum of Understanding with Strategic Energy Innovations for Temporary Climate Corps Fellows
5. Amendment to FY 2017/18 Operating Fund Budget (Discussion/Action)



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6. Update on MCE Naming (Discussion)
7. Best Practices for Office Growth (Discussion)
8. Review Draft 9.22.17 Board Retreat Agenda (Discussion)
9. Committee Member & Staff Matters (Discussion)
10. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, July 7, 2017

12:00 P.M.

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

Roll Call

Present: Denise Athas, City of Novato
Tom Butt, Chair, City of Richmond
Barbara Coler, Town of Fairfax
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Bob McCaskill, City of Belvedere
Kate Sears, County of Marin

Absent: Sloan Bailey, Town of Corte Madera

Staff: Alex DiGiorgio, Deputy Director, Community Development
Carol Dorsett, Operations Associate
Sarah Estes-Smith, Director of Internal Operations
Jenna Famular, Community Affairs Coordinator
Darlene Jackson, Board Clerk/Executive Assistant to the CEO
Alexandra McGee, Community Power Organizer
David McNeil, Manager of Finance
Justine Parmelee, Operations Associate
Dawn Weisz, CEO

Action Taken:

Agenda Item #3 – Report from Chief Executive Officer (Discussion)

CEO, Dawn Weisz reported on the following:

- Joint Portfolio Allocation Mechanism (PAM) application dismissed by the CPUC
- MCE Joint Mailer
- SB 100
- CalCCA Staffing

- East Bay Clean Energy
- August meeting cancellations

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

- C.1 Approval of 6.2.17 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 Proposed First Amendment to the First Agreement with Free Range

ACTION: It was M/S/C (Sears/Greene) to **approve Consent Calendar**. Motion carried by unanimous 7-0 vote. (Absent: Director Bailey)

Agenda Item #5 – Preview of New Communities from Contra Costa County (Discussion)

ACTION: No action was required.

Agenda Item #6 – Renewal of Line of Credit with River City Bank for approval by the full Board at the July 20, 2017 Meeting (Discussion/Action)

ACTION: It was M/S/C (Haroff/Greene) to **recommend renewal of Line of Credit with River City Bank for approval by the full Board at the July 20, 2017 meeting**. Motion carried by unanimous 7-0 vote. (Absent: Director Bailey)

Agenda Item #7 – MCE Contra Costa Office (Discussion)

ACTION: No action was required.

Agenda Item #8 – MCE Name Change Update (Discussion)

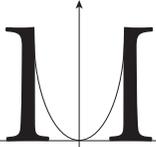
ACTION: No action was required.

The meeting was adjourned to the next scheduled Executive Committee Meeting on September 1, 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 July 31, 2017, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

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

MAHER ACCOUNTANCY

San Rafael, CA
August 18, 2017



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through July 31, 2017**

	Actual - from April 1 through July 31		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Budget Variance (Under)Over %	Annual Budget (Amended)	Budget Remaining
	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 51,360,464	\$ 71,175,460	\$ 69,404,062	\$ 1,771,398	2.55%	\$ 198,711,000	\$ 127,535,540
Other revenue	50,895	26,105	3,333	22,772	683.15%	10,000	(16,105)
TOTAL ENERGY REVENUE	<u>51,411,359</u>	<u>71,201,565</u>	<u>69,407,396</u>	<u>1,794,169</u>	2.58%	<u>198,721,000</u>	<u>127,519,435</u>
ENERGY EXPENSES							
Cost of energy	44,190,780	61,809,649	59,878,077	1,931,572	3.23%	174,042,000	112,232,351
Service fees- PG&E	304,219	458,031	495,078	(37,047)	-7.48%	1,487,000	1,028,969
TOTAL ENERGY EXPENSES	<u>44,494,999</u>	<u>62,267,680</u>	<u>60,373,155</u>	<u>1,894,525</u>	3.14%	<u>175,529,000</u>	<u>113,261,320</u>
NET ENERGY EXPENSES	<u>6,916,360</u>	<u>8,933,885</u>	<u>9,034,241</u>	<u>(100,356)</u>		<u>23,192,000</u>	
OPERATING EXPENSES							
Personnel	1,353,278	1,693,438	2,080,333	(386,895)	-18.60%	6,241,000	4,547,562
Data manager	972,975	1,201,019	1,263,151	(62,132)	-4.92%	3,794,000	2,592,981
Technical and scheduling services	184,066	262,884	248,215	14,669	5.91%	806,000	543,116
Legal counsel	203,857	166,254	248,000	(81,746)	-32.96%	744,000	577,746
Communications services and related expenses	422,895	178,376	377,667	(199,291)	-52.77%	1,133,000	954,624
Other services	170,766	171,899	346,000	(174,101)	-50.32%	1,038,000	866,101
General and administration	92,139	197,454	189,000	8,454	4.47%	567,000	369,546
Occupancy	124,945	154,927	175,000	(20,073)	-11.47%	525,000	370,073
Integrated demand-side pilot programs	6,500	9,125	136,000	(126,875)	-93.29%	408,000	398,875
Marin County green business program	-	-	-	-	0.00%	10,000	10,000
Low income solar programs	16,500	13,600	13,333	267	2.00%	40,000	26,400
TOTAL OPERATING EXPENSES	<u>3,547,921</u>	<u>4,048,976</u>	<u>5,076,700</u>	<u>(1,027,724)</u>	-20.24%	<u>15,306,000</u>	<u>11,257,024</u>
OPERATING INCOME (LOSS)	<u>3,368,439</u>	<u>4,884,909</u>	<u>3,957,542</u>	<u>927,367</u>		<u>7,886,000</u>	
NONOPERATING REVENUES							
Grant Income			59,417	(59,417)	0.00%	713,000	713,000
Interest income	19,705	76,396	43,333	33,063	76.30%	130,000	53,604
TOTAL NONOPERATING REVENUES	<u>19,705</u>	<u>76,396</u>	<u>102,750</u>	<u>(26,354)</u>		<u>843,000</u>	<u>766,604</u>
NONOPERATING EXPENSES							
Interest expense and financing costs	32,515	-	-	-	0.00%	168,000	168,000
Depreciation (supplemental)	29,308	36,006	40,333	(4,327)	-10.73%	121,000	84,994
TOTAL NONOPERATING EXPENSES	<u>61,823</u>	<u>36,006</u>	<u>40,333</u>	<u>(4,327)</u>		<u>289,000</u>	<u>252,994</u>
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(42,118)</u>	<u>40,390</u>	<u>62,417</u>	<u>(22,027)</u>	-35.29%	<u>554,000</u>	
CHANGE IN NET POSITION	<u>3,326,321</u>	<u>4,925,299</u>	<u>4,019,958</u>	<u>905,341</u>		<u>8,440,000</u>	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	68,734	123,568	122,333	1,235	1.01%	367,000	243,432
Depreciation (supplemental)	(29,308)	(36,006)	(40,333)	4,327	-10.73%	(121,000)	(84,994)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-		-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	0.00%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>1,212,426</u>	<u>273,562</u>	<u>268,000</u>	<u>5,562</u>	2.08%	<u>432,000</u>	<u>158,438</u>
Net increase (decrease) in available fund balance	<u>\$ 2,113,895</u>	<u>\$ 4,651,737</u>	<u>\$ 3,751,958</u>	<u>\$ 899,779</u>		<u>\$ 8,008,000</u>	

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through July 31, 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	\$ 372,967	\$ 1,318,033	22.06%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>46,574</u>	<u>1,703,426</u>	2.66%
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>419,541</u>	<u>3,021,459</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	372,967	1,318,033	22.06%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>46,574</u>	<u>1,703,426</u>	2.66%
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>419,541</u>	<u>3,021,459</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through July 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	<u>186,000</u>	<u>16,771</u>	<u>169,229</u>	9.02%
Net increase (decrease) in fund balance	<u>\$ -</u>	169,229		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>169,229</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through July 31, 2017**

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

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

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2017 through July 31, 2017

	<u>Actual</u>
Other services	
Audit	\$ 36,496
Accounting	49,488
IT Consulting	36,000
Human resources & payroll fees	2,805
Miscellaneous professional fees	47,110
	<u> </u>
Other services	<u><u>\$ 171,899</u></u>
 General and administration	
Data and telephone service	\$ 11,573
Meeting room rentals	718
Office equipment lease	1,935
Dues and subscriptions	82,145
Conferences and professional education	17,708
Travel	19,432
Business meals	3,207
Miscellaneous administration	44,138
Office supplies and postage	16,598
	<u> </u>
General and administration	<u><u>\$ 197,454</u></u>



September 1, 2017

TO: MCE Executive Committee
FROM: Katie Gaier, Manager of Human Resources
RE: New MCE Staff Position (Agenda Item # 04 - C.3A)
ATTACHMENT: Job Description – Chief Operating Officer

Dear Executive Committee Members:

SUMMARY:

During the past several years, MCE has grown in both service area and number of employees. With the recent addition of unincorporated Contra Costa County and eight of its towns and cities, the MCE service area has doubled. Currently, MCE has 45 regular, full-time employees. In the next several months, MCE plans to add a number of new staff positions, fellows, and interns to accommodate a growing workload, including expansion-related activities.

Due to this growth in agency and staff size there is a need for a senior-level position to manage some of the day-to-day activities of the agency. Staff has studied various positions in similarly situated agencies and determined that the best fit to fill the current and future needs is a Chief Operating Officer (COO), who would report to the CEO. The COO would manage the Directors of Power Resources, Customer Programs, and Internal Operations, as well as the Manager of Finance. The COO would have responsibility for ensuring efficiency of operations for the agency by providing oversight and direction for the fiscal, administrative, and managerial operations. The addition of a COO would allow the CEO to continue to provide strategic direction to the agency, be the public face of the agency to stakeholders, member-communities as well as non-members, report to the Board of Directors and the Executive Committee, and be an active participant in the California Community Choice Association.

A survey of the salaries of MCE's comparable agencies was conducted and the results indicate that a range of \$163,713 – \$272,695 for the COO position would be appropriate and in line with the compensation direction from the Board of Directors and the Executive Committee.

Fiscal Impact: The addition of a Chief Operating Officer position is included in the proposed FY 2017/18 Budget Amendment that is being presented to your Committee today.

Recommendation: Approve the proposed Chief Operating Officer job description and salary range, subject to Board approval of the proposed FY 2017/18 Budget Amendment.



JOB DESCRIPTION CHIEF OPERATING OFFICER

Summary

The Chief Operating Officer (COO) reports directly to the Chief Executive Officer (CEO) of MCE and has responsibility for ensuring efficiency of operations for the agency.

Class Characteristics

The COO provides oversight and direction for the fiscal, administrative, and managerial operations of MCE as well as support and coordination of various MCE directors and teams. The position operates with a high level of autonomy, and the COO may occasionally be called upon to represent the agency before the Board of Directors or other external entities. The COO position oversees the work of the senior managerial team at MCE and interfaces directly with the CEO. The COO is expected to exercise critical thinking and detail oriented oversight in ensuring that MCE operations are smooth, efficient, and compliant, with responsibility for results including costs, methods, and staffing. The COO leads operations of the organization to ensure customer satisfaction and to retain competitive advantage.

Supervisory Responsibilities

The COO oversees the operations of the agency as a whole. The COO also has specific supervisory and support responsibilities for the Directors of Internal Operations, Power Resources, Customer Programs, and the Manager of Finance. The COO provides regular feedback, conducts performance appraisals, and reviews and approves professional development opportunities.

Essential Duties and Responsibilities (Illustrative Only)

- Ensures that MCE operations activities are consistent with MCE's mission, vision, values, goals, and policy objectives.
- Ensures strategic, efficient, and consistent implementation of MCE goals and objectives and other key performance indicators.
- Coordinates the preparation of periodic and ad-hoc reports as required by MCE's Board of Directors and Committees, funding agencies, or other interested parties.

- Ensures that MCE work products are accurate, comprehensive, timely, well documented, and maintain MCE credibility.
- Provides consistent operational support, guidance, tools, and feedback to the Directors of Internal Operations, Power Resources, Customer Programs, and the Manager of Finance.
- Oversees and completes multiple projects simultaneously, often within stringent time constraints.
- As needed, communicates with persons outside the organization, representing MCE to customers, the public, government officials, and other external entities in person, in writing, and by telephone and email.

Operations/IT/Risk Management

- Analyzes the current technology infrastructure and researches the next level of information technology, human resources, and financial systems that support the growth and efficiency of specific programs and the organization overall.
- Develops and implements systems for reporting, measurement, and supporting sound fiscal policy.
- Stays current on data security best practices.

Organization/Team Development

- Coaches and develops the leadership team using a supportive and collaborative approach: assigns accountabilities, sets objectives, establishes priorities, and monitors and evaluates results.
- Provides regular, consistent, direct, fact-based, specific feedback to individuals to instill a strong sense of teamwork and success.
- In coordination with members of MCE's senior managerial team, ensures individual divisions of MCE are meeting objectives and operating within agency expectations.
- Develops and maintains documentation for operations processes and policies.
- Oversees relationships with property managers and landlords for MCE offices.
- Assists with ensuring:
 - MCE's financial operations are robust and meet agency financial objectives;
 - compliance with internal controls and financial procedures;
 - revisions made to financial policies and procedures comply with all required regulations, including federal, state and local;
 - MCE's procurement activities are consistent with an approved Integrated Resources Plan and result in meeting agency objectives;
 - Customer Programs are meeting targets, operating efficiently, and meeting all compliance obligations;
 - MCE's Strategic Plan is continuously and consistently implemented and evaluated;

- consistent implementation of employment practices across the organization.

Employment Standards

Experience/Education

This position requires a bachelor's degree or equivalent in economics, business, planning, public administration, or a field directly related to the work and at least ten years' experience in operations, five of which must have been at the senior management level. Experience in the operational division of an electric utility and/or utility experience that includes energy markets, contracts, rates and tariffs, information technology, and customer service is strongly preferred. A master's degree in a related field and previous work in a public agency are desirable as well as any combination of education and experience that provide the knowledge and abilities required to perform the functions of the position including:

- Demonstrated experience managing people and leading teams;
- Demonstrated success in customer service; ability to promote quality customer service practices;
- Demonstrated experience in negotiating and consensus building;
- Demonstrated experience in developing new and improving existing work processes;
- Demonstrated ability to collaborate on, test, and implement system and process changes to meet new program requirements and improve existing processes;
- Strong interpersonal skills with ability to interact effectively with employees, stakeholders, and external parties.

Required Knowledge of:

- MCE's mission, vision, values, and goals
- Principles and practices of public administration, including supervision, strategic planning, goal setting, program development, implementation, and evaluation
- Principles and practices of finance and budgeting consistent with MCE's mission and goals
- Principles of good utility practice
- Principles of financial modeling and customer data analysis
- Principles and practices of contract development and management

Desired Knowledge of:

- Regulatory compliance filing requirements
- Principles related to negotiation with power producers to achieve costs consistent with MCE's pro forma budget
- CPUC and legislative proceedings and advocacy filings
- Electricity program rates and rate structures, project development, and resource procurement

- State and federal employment laws and regulations and their application to a public agency
- Power generation, balancing area operations, distribution, and transmission planning
- Scheduling and settlement protocols and market operations of the California Independent System Operator
- Facility construction and operations
- Environmental review and permitting of renewable and distributed energy systems
- Energy efficiency and demand side management
- Electric and alternative fuel vehicles
- Emerging technologies
- Revenue collection
- Marketing and customer outreach

Ability to:

- Oversee progress towards achievement of agency goals, including directing and expediting the work of assigned personnel, consultants, and independent contractors
- Document new and existing processes clearly and accurately, and explain work processes and process changes to others
- Recognize deficiencies, issues, or challenges and work with staff to propose timely solutions
- Appear before the Board of Directors and at other public and private agency meetings
- Represent MCE before regulatory agencies, legislative bodies, other service providers, and the public as needed
- Communicate effectively both verbally and in writing
- Establish and maintain positive and constructive working relationships with persons encountered during the performance of duties

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 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 described here are representative of those an employee may encounter while performing the essential duties of the job. The noise level in the work environment is usually moderate. The work at times may be fast-paced with multiple critical deadlines.

An incumbent in this job class must be able to work at any MCE office and travel between offices, as assigned.

The job may require travel to off-site meetings as well as attend evening and occasionally weekend events.

ADA Compliance

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



September 1, 2017

TO: MCE Executive Committee
FROM: Katie Gaier, Manager of Human Resources
RE: New MCE Staff Position (Agenda Item # 04 - C.3B)
ATTACHMENT: Job Description – Creative Content Designer I and II

Dear Executive Committee Members:

SUMMARY:

With MCE's expansion into unincorporated Contra Costa County and eight of its cities and towns, the Public Affairs Team needs to add staff to provide outreach and enrollment services to residents and businesses in these new areas while continuing to serve existing customers. In-house creation of marketing collateral is important to the success of MCE's outreach efforts in new and existing areas.

At this time, there is a need to separate the position and salary of the Creative Content Designer into two levels, Creative Content Designer I and II, to efficiently and effectively manage the workload. Internal salaries were reviewed and determined to be in line with similarly situated positions in the marketing division of the Public Affairs Team. It is recommended that the Creative Content Designer I be aligned with the Marketing Associate position at \$60,450 - \$84,498 annually, and the Creative Content Designer II with the Marketing Manager position at \$74,721 - \$100,101 annually. Pending your Committee's approval of the job description and salary ranges, staff would fill the position by October at the Creative Content Designer I level.

Fiscal Impact: Funds for this position are already included in the current FY 2017/18 Budget.

Recommendation: Approve the proposed Creative Content Designer I and II job description and salary ranges.



JOB DESCRIPTION CREATIVE CONTENT DESIGNER I and II

Summary

Under general supervision of the Manager of Marketing Communications or other Public Affairs staff, the Creative Content Designer I and II will contribute to the strategy developed by the Marketing Communications team and create MCE marketing and branding content including graphic design and layout for print collateral, advertisements, newsletters, social media, and MCE's website, and other duties as assigned.

Class Characteristics

The MCE Creative Content Designer II works under the general direction of the Manager of Marketing Communications; the Creative Content Designer I works under the direction of the Creative Content Designer II, Marketing Manager, and/or the Manager of Marketing Communications. Depending upon the level, incumbents collaborate with other members of the Marketing Communications team on the conceptualization and implementation of design and content to fulfill MCE marketing strategies. This role also works closely with the entire Public Affairs Team to identify and fill gaps in available communications materials.

Supervisory Responsibilities

The Creative Content Designer II has supervisory responsibilities for Creative Content Designer I, other Public Affairs staff, and/or interns.

The Creative Content Designer I may have supervisory responsibilities for interns.

Essential Duties and Responsibilities (Illustrative Only)

The duties and responsibilities are dependent upon the level of the assignment.

- Supports Manager of Marketing Communications in keeping visual collateral and assets on brand
- Creates marketing materials to support MCE programs and services including, but not limited to, Deep Green, Light Green, Local Sol, and Customer Programs
- Creates communications materials, as needed, to support MCE's Legal and Policy, and Procurement teams
- Identifies trendsetter ideas by researching industry and related events, publications, and announcements
- Attends and directs MCE photo shoots
- Contributes to communications and advertising plans
- Trains MCE's inter-departmental Brand Liaisons on MCE's branding guidelines and basic design best practices

- May supervise the work of assigned staff
- As assigned, assists with the implementation of MCE's Strategic Plan

Web Work

- Maintains and updates websites to ensure that they are up-to-date and functional
- Troubleshoots basic website code issues
- May create and design new webpages
- May write and edit web content

Digital & Print Collateral

- Develops layout and artwork for print and digital collateral, including signs, flyers, brochures, presentations, reports, social media graphics, mailers, ads, and infographics
- Plans, illustrates, and presents graphic concepts
- Prepares and finalizes finished copy and art
- Manages print and swag vendor(s)
- Updates content of existing materials as needed
- Presents ideas for swag items and identifies vendors
- May draft written content for marketing collateral and presentations

Education/Experience

Creative Content Designer I:

Education and experience equivalent to an Associate degree in Graphic Design, Fine Arts, Communications, or a related field and two years of graphic design experience. Art direction experience is preferred. Renewable energy and utility industry knowledge is desirable.

Creative Content Designer II:

Education and experience equivalent to a Bachelor's degree in Graphic Design, Fine Arts, Communications, or a related field and four years of professional design experience and art direction. Ad experience is preferred. Renewable energy and utility industry knowledge is desirable.

Knowledge of:

- Microsoft Office Suite including Excel, Word, and PowerPoint
- Adobe Creative Suite including Photoshop, Illustrator, and InDesign
- HTML coding, WordPress programming, web design, and content management
- Photography procedures
- Printing processes and specifications
- MCE electric service options and customer programs
- The mission and goals of MCE
- Diverse communities and cultures
- Principles and practices of supervision or lead work in a public agency

Ability to:

- Work closely with Marketing Communications staff to identify appropriate messaging for specific segments
- Develop effective tactical marketing strategies to support sales acquisition
- Take direction and complete designs that match the Manager of Marketing Communications'

and Public Affairs Director's visions

- Understand the brand and articulate the brand message through appropriate design solutions
- Create exceptional artistic and creative graphic design materials
- Communicate effectively in writing and in oral conversation
- Organize work with attention to detail
- Work independently as well as work as part of a wide and varied team
- Establish and maintain effective working relationships with persons encountered during the performance of duties
- Work in a fast-paced environment and balance multiple deadlines

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, MCE Executive Committee, 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.

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 office work environment is usually moderate. The incumbent also works in the field at community meetings and other functions.

Incumbents in this job class must be able to work at any MCE office and to travel between offices, as assigned.

ADA Compliance

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



September 1, 2017

TO: MCE Executive Committee

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

RE: Proposed Second Amendment to Fifth Agreement with Frontier Energy (Agenda Item #04 – C.4)

ATTACHMENTS:

- A. Proposed Second Amendment to Fifth Agreement with Frontier Energy (formerly Bevilacqua-Knight, Inc.)
- B. Fifth Agreement with Bevilacqua-Knight, Inc.
- C. First Amendment to Fifth Agreement with Bevilacqua-Knight, Inc.

Dear Executive Committee Members:

SUMMARY:

Frontier Energy (formerly Bevilacqua-Knight, Inc., or BKi) provides regulatory technical support and reporting for the MCE Energy Efficiency Program. MCE has been contracting with this vendor since 2012. The Fifth Agreement and subsequent First Amendment include the following services provided from February 1, 2017 through December 31, 2017:

- TASK 1: Attend California Public Utility Commission (CPUC) Program Coordination Group (PCG) Reporting and Relevant Stakeholder Meetings
- TASK 2: Coordinate and Submit Regulatory Reporting to CPUC

The proposed Second Amendment would increase the total contract amount to \$51,525 and add three additional tasks to the scope of work:

- TASK 3: Support for MCE's September 1 CPUC Advice Letter Filing for 2018
Note: Frontier Energy is currently running cost effectiveness calculations for MCE's Energy Efficiency Programs to support our annual budget request compliance filing.
- TASK 4: Nest Pilot Program Reporting
Note: MCE's Nest Seasonal Savings Pilot achieved savings of 9% per participating customer during the winter season. This task will allow Frontier Energy to compile the information necessary to report these savings to the CPUC in MCE's quarterly report and therefore take credit for the savings as they contribute to the program's cost effectiveness and energy savings goal attainment.
- TASK 5: Ad-hoc Reporting Support
Note: Frontier Energy provided essential consulting support to MCE staff to ensure that data was efficiently captured for the purpose of meeting reporting obligations. This

task would allow for time to answer questions from MCE staff on the reporting process.

In addition to the three tasks above, this Amendment would increase the budgets associated with TASK 1 and TASK 2. These increases are related to training for and quarterly report support provided by Frontier Energy for MCE's new commercial energy efficiency program implementer, who was assigned to serve customers in Napa County.

Fiscal Impact: This Amendment would be funded by CPUC ratepayer funds for energy efficiency programs. Costs that would be incurred in FY 2017/18 are included in the FY 2017/18 Energy Efficiency Program Fund Budget.

Recommendation: Approve the Proposed Second Amendment to the Fifth Agreement with Frontier Energy.

SECOND AMENDMENT TO FIFTH AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND FRONTIER ENERGY

This SECOND AMENDMENT is made and entered into on September 1, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and FRONTIER ENERGY, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide coordination of regulatory technical reporting services across MCE programs as directed by MCE staff dated January 13, 2017 ("Agreement"); and

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete for the coordination of regulatory technical reporting services across MCE programs as described within the scope therein; and

WHEREAS, the parties desire to further amend the Agreement to add to the scope of work of the Agreement; and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$30,000 for the coordination services described within the scope therein; and

WHEREAS, the parties desire to amend the Agreement to increase the contract amount by \$21,525 for total consideration not to exceed \$51,525.

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

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$51,525**.

2. The following bullets are hereby added to Task 2 of Exhibit A:
 - **Support MCE staff in preparing the California Public Utilities Commission (CPUC) Annual Budget Compliance filing (due September 1, 2017) by preparing Cost Effectiveness Tool files for MCE's energy efficiency programs, advising on potential updates to measure mix, and incorporating requested changes from MCE staff and implementers.**

- **Onboard new implementer, The Energy Alliance Association (TEAA) including kickoff meetings and review reporting materials and resources.**
- **Coordinate general reporting with new implementer TEAA on Quarterly (Q2 and Q3) Reports.**

3. The following tasks are hereby added to Exhibit A:

Task 3: September 1 CPUC Advice Letter Filing for 2018

- **“Status Quo” 2018 Advice Letter Filing with existing programs and measures as is, with the following changes:**
 - **Update data with 2017 avoided cost combo tables**
 - **Update expired Small Commercial Lighting measures per the California statewide Qualified Products List (QPL)**
- **Run existing programs with the above updates through the Desktop Cost Effectiveness Tool**
 - **Upload all required CPUC Sept. 1 filing documents such as cost effectiveness inputs, appendix, advice letter number, and program implementation plans to the California Energy Data and Reporting (CEDARS) website**
 - **Coordinate with MCE to update program definition tables in CEDARS**
 - **Coordinate with MCE on populating Appendix**
 - **Coordinate with MCE/Implementers on revising cost-effectiveness inputs within scope (updating Net to Gross ratios and quantities)**
- **Rerun cost-effectiveness inputs with Greenhouse Gas (GHG) adder (to be released in Oct.) and upload to CEDARS**

Task 4: Nest Pilot Program Reporting

- **Work with Ex-Ante team and CPUC to determine how to best claim energy savings from the Nest Behavioral Pilot for both Summer and Winter phases consistent with available budget and CPUC guidance:**
 - **Develop a method for claiming and running cost effectiveness of Nest Pilot savings for 2017**
 - **Incorporate Nest Pilot Savings into Quarterly and Annual Report(s)**

Task 5: Ad-hoc Reporting Support

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

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

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

Task	Description	Hours	Budget @ \$123/hr
Task 1	Attend CPUC PCG Reporting and Relevant Stakeholder Meetings	41	\$5,000

<p>Task 2: Coordinate and Submit Regulatory Reporting to the CPUC</p>	<ul style="list-style-type: none"> • Coordinate with MCE program leads to collect and perform quality control on quarterly required data • Support program leads in communicating data feedback to implementation partners • Submit 4 quarterly reports to the CPUC on behalf of MCE via CEDARS (2016 Q4; 2017 Q1-Q3) • Review and respond to quality control feedback reports on quarterly submissions as directed by third party evaluators • Submit 1 annual claims submission to the CPUC on behalf of MCE via CEDARS • Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests, including follow up on 2017 Filing and Business Plan updates 	<p>204</p>	<p>\$25,000</p>
<p>Task 2: Coordinate and Submit Regulatory Reporting to CPUC</p>	<p>Onboarding new implementer TEAA including kickoff meetings and reviewing reporting materials and resources.</p>	<p>10</p>	<p>\$1,230</p>
<p>Task 2: Coordinate and Submit Regulatory Reporting to CPUC</p>	<p>General reporting coordination with new implementer TEAA on Quarterly (Q2 and Q3) Reports</p>	<p>35</p>	<p>\$4,305</p>
<p>Task 3: September 1 Advice Letter Filing for 2018</p>	<p>"Status Quo" 2018 Advice Letter Filing with existing programs and measures as is, with the following changes:</p> <ul style="list-style-type: none"> • Update data with 2017 avoided cost combo tables • Update expired Small Commercial Lighting measures per the California statewide QPL <p>Run existing programs with the above updates through the Desktop Cost Effectiveness Tool</p> <ul style="list-style-type: none"> • Upload all required sept 1 filing documents such as cost effectiveness inputs, appendix, advice letter number, and program implementation plans to CEDARS • Coordinate with MCE to update program definition tables in CEDARS • Coordinate with MCE on populating Appendix • Coordinate with MCE/Implementers on revising cost-effectiveness inputs within scope (updating NTG ratios and quantities) <p>Rerun cost-effectiveness inputs with GHG adder (to be released in Oct) and upload to CEDARS</p>	<p>65</p>	<p>\$7,995</p>
<p>Task 4: Nest Pilot Program Reporting</p>	<p>Work with Ex-Ante team and CPUC to determine how to best claim energy savings from the Nest Behavioral Pilot for both Summer and Winter phases Consistent with available budget and CPUC guidance:</p> <ul style="list-style-type: none"> • Develop a method for claiming and running cost effectiveness of Nest Pilot savings for 2017 • Incorporate Nest Pilot Savings into Quarterly and Annual Report(s) 	<p>45</p>	<p>\$5,535</p>
<p>Task 5: Ad-hoc Reporting Support</p>	<p>Ad-hoc requests related to regulatory reporting but outside of any one specific task and identified scope</p>	<p>20</p>	<p>\$2,460</p>
Total		<p>420</p>	<p>\$51,525</p>

Contractor shall bill MCE monthly. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of \$51,525 for the term of the agreement.

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

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **January 13, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and BEVILACQUA-KNIGHT, INC., hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$30,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **February 1, 2017**, and shall terminate on **December 31, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED FOR PROFESSIONAL SERVICES AGREEMENTS ONLY)

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

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

Notices shall be given to Contractor at the following address:

Contractor: Lacey Tan

Address: 1000 Broadway, Suite 410

Oakland, CA 94607

Email Address: ltan@bki.com

Telephone No.: (510) 463-6133

20: ACKNOWLEDGEMENT OF EXHIBITS

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

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

21. SEVERABILITY

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

22. COMPLETE AGREEMENT

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

23. COUNTERPARTS

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

24. PERFORMANCE AND PAYMENT BOND (REQUIRED FOR CONSTRUCTION PROJECTS ONLY)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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

APPROVED BY

Marin Clean Energy:

By: [Signature]
CEO
Date: 1-13-17

By: [Signature]
Chairperson
Date: 1/13/17

CONTRACTOR:

By: [Signature]
Name: LAURENCE BRAND
Date: 1/27/17

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following regulatory technical reporting coordination services as requested and directed by MCE staff for the period of February 2017 to December 2017, up to the maximum time/fees allowed under this Agreement:

TASK 1: Attend CPUC Program Coordination Group (PCG) Reporting and Relevant Stakeholder Meetings

- Attend PCG meetings throughout 2017 on behalf of MCE (hours to be split between MCE and BayREN)
- Remain abreast of the regulatory reporting requirements and convey/advocate solutions that best serve all MCE programs
- Communicate MCE strategy/questions on reporting practices with CPUC staff and relevant consultants in between PCG/sub-group meetings

TASK 2: Coordinate and Submit Regulatory Reporting to CPUC

- Coordinate with MCE program leads to collect and perform quality control on quarterly required data
- Support program leads in communicating data feedback to implementation partners
- Submit 4 quarterly reports to the CPUC on behalf of MCE via CEDARS (2016 Q4; 2017 Q1-Q3)
- Review and respond to quality control feedback reports on quarterly submissions as directed by third party evaluators
- Submit 1 annual claims submission to the CPUC on behalf of MCE via CEDARS
- Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests, including follow up on 2017 Filing and Business Plan updates

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

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

**TASK 1:
Attend CPUC PCG Reporting and Relevant Stakeholder Meetings**

Not to exceed \$5,000
for hourly work
performed at an
average rate of \$123
per hr.

**TASK 2:
Coordinate and Submit Regulatory Reporting to CPUC**

Not to exceed \$25,000
for hourly work
performed at an
average rate of \$123
per hr.

Contractor shall bill MCE monthly. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$30,000** for the term of the agreement.

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

This FIRST AMENDMENT is made and entered into on March 24, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and BEVILACQUA-KNIGHT, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide coordination of regulatory technical reporting services across MCE programs as directed by MCE staff dated January 13, 2017 ("Agreement"); and

WHEREAS, Exhibit A to the Agreement specified the tasks Contractor will complete for the coordination of regulatory technical reporting services across MCE programs as described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to adjust the scope of work within Task 2 of the Agreement;

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

AGREEMENT

1. The last bulleted item in Task 2 of Exhibit A is hereby amended to read as follows:
 - **Respond and coordinate on behalf of MCE program leads to any ad-hoc data requests, including follow up on 2017 Filing and Business Plan updates, in addition to 2017 Business Plan-related services completed between January 9, 2017 to January 31, 2017.**
2. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

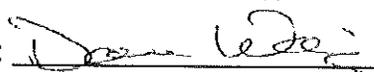
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

CONTRACTOR:

By: 

Date: 3/28/17

MARIN CLEAN ENERGY:

By: 

Date: 3-24-17



September 1, 2017

TO: MCE Executive Committee

FROM: Meaghan Doran, Manager of Customer Programs Operations

RE: Proposed First Amendment to the Sixth Agreement with Community Energy Services Corporation (CESC) (Agenda Item #04 – C.5)

ATTACHMENT: A. Proposed First Amendment to the Sixth Agreement with CESC
B. Sixth Agreement with Community Energy Services Corporation (CESC)

Dear Executive Committee Members:

SUMMARY:

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

Background

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

The Sixth Agreement outlines a program implementation budget of \$156,360 for 2017 and includes a performance incentive and fee structure based on kWh and therm savings goals. The performance incentive is available to CESC when projects are successfully completed. Under the proposed Amendment, CESC's program implementation budget would increase to \$210,360, and an additional 300,000 kWh would be added to their savings goal.

Fiscal Impacts: Expenditures related to the proposed Agreement are included in the FY 2017/18 Energy Efficiency Program Fund.

Recommendation: Approve the First Amendment to the Sixth Agreement with Community Energy Services Corporation.

**FIRST AMENDMENT TO SIXTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND COMMUNITY ENERGY SERVICES
CORPORATION**

This FIRST AMENDMENT is made and entered into on September 1, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as “MCE”) and COMMUNITY ENERGY SERVICES CORPORATION (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical services in support of MCE’s Small Commercial Energy Efficiency Program as directed by MCE staff dated March 3, 2017 (“Agreement”); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$156,360 for the technical services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$54,000 for total consideration not to exceed \$210,360.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

- Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$210,360**.

- The Budget table of Exhibit B is hereby amended to read as follows:

Budget	
Administrative Costs	\$18,000
Marketing and Outreach	\$18,500
Program Performance Incentive ¹ (Target of 1,098,042 gross kWh at \$0.05/kWh and 2,104 gross therms at \$0.30/therm)	\$55,533.30
Technical Assistance Direct Implementation (Small Commercial)	\$118,326.70
Contract Total (NTE)	\$210,360

¹The program performance incentive may be invoiced by CESC on a kWh/project and therm/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh and/or therm savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures, or 80% of therm savings result from free therms measures. The performance incentive shall be evaluated on an annual, not monthly basis.

3. The second paragraph of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$210,360 for the term of the agreement.

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

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.

Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE at invoices@mcecleanenergy.org on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$156,360**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 4, 2017**, and shall terminate on **December 31, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 17 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 20 Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email pursuant to paragraph 3. All other notices shall be given to MCE at the following location:

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

Notices shall be given to Contractor at the following address:

Contractor:	Martin Bond
Address:	1013 Pardee Street
	Berkeley, CA 94710
Email Address:	martin@ebenergy.org
Telephone No.:	(510) 981-7757

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

21. SEVERABILITY

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

22. COMPLETE AGREEMENT

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

23. COUNTERPARTS

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

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender,

supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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

APPROVED BY

Marin Clean Energy:

By: _____
CEO

[Signature]
Date: 3-3-17

By: _____
Chairperson

[Signature]
Date: 3-3-17

CONTRACTOR:

By: _____

[Signature]

Name: _____

MARTIN BOWO

Date: _____

3/8/2017

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

REASON(S) REVIEW:

Standard Short Form Content Has Been Modified (List sections affected: _____)

Optional Review by MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

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

For Program Year 2017, DNV GL, an international energy efficiency implementer with offices in Oakland, California, and Community Energy Services Corporation (CESC) have agreed to merge their previously independent Direct Install programs to provide a single integrated offering for small and medium business customers (SMB) in Alameda and Contra Costa Counties. In Marin County, CESC and DNV GL are not merging, CESC will perform all duties under this contract.

MCE and PG&E will jointly implement and market this singular small business direct install program in the five cities where both PG&E and MCE have customers, which are El Cerrito, Lafayette, Richmond, San Pablo and Walnut Creek (Five Cities), to provide comprehensive lighting, refrigeration, and HVAC measures. For the purposes of marketing and branding, the merged program will be called the East Bay Energy Watch (EBEW) and the objective of the program will be to reduce energy consumption for targeted customers with comprehensive energy efficiency solutions. DNV GL will be the prime contractor with PG&E and CESC will be the prime contractor with MCE.

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

1. Administrative

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

2. Marketing and Outreach

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

3. Implementation

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

4. Quality Assurance/Quality Control

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

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

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

DNV GLs Role in the Shared Cities

DNV GL will:

- Assist in planning outreach and marketing campaigns.
- Be the first point of contact for all leads from PG&E. DNV GL will assign the leads via the Sales Manager at CESC who will distribute and assign the opportunity for energy assessments.

- Be responsible for assigning contractors to projects. Contractors will be assigned on a rotating basis or based upon project or contractor attributes.
- Provide project management assistance from project inception to completion, for projects sourced by contractors directly.
- Conduct a % of post-inspection of program projects sufficient to ensure reasonable savings claims.
- Manage the EBEW Database. Prepare a report monthly with all projects in the Five Cities, and their status of the project.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

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

Community Energy Services Corporation		2017 Rates
Hourly Rates (unless otherwise noted)		
Admin		
	Division Director	\$ 85.00
	Program Manager	\$ 75.00
Marketing	Manager	\$ 55.00
	Coordinator	\$ 30.00
Direct Implementation		
	Program Manager	\$ 75.00
	Sr. Project Manager	\$ 70.00
	Project Manager	\$ 65.00
	Business Development Managers	\$ 65.00
	Program Assistant	\$ 55.00
	Project Coordinator	\$ 30.00
Mileage	Per Mile at current IRS rate	
Materials	At cost	

Budget	
Administrative Costs	\$13,500
Marketing and Outreach	\$14,000
Program Performance Incentive ¹ (Target of 798,042 gross kWh at \$0.05/kWh and 2,104 gross therms at \$0.30/therm)	\$40,533.30
Technical Assistance Direct Implementation (Small Commercial)	\$88,326.70
Contract Total (NTE)	\$156,360
¹ The program performance incentive may be invoiced by CESC on a kWh/project and therm/project completed basis. This incentive is to be invoiced monthly, and the invoice must include sufficient background documentation to calculate the incentive amount based on kWh and/or therm savings in completed projects. MCE reserves the right to reduce payment if more than 60% of kWh savings result from free LED measures, or 80% of therm savings result from free therms measures. The performance incentive shall be evaluated on an annual, not monthly basis.	

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$156,360** for the term of the agreement.



September 1, 2017

TO: MCE Executive Committee

FROM: Nicole Busto, Deputy Director, Marketing Communications

RE: Proposed Second Amendment to the First Agreement with Free Range (Agenda Item #04 – C.6)

ATTACHMENTS: A. Proposed Second Amendment to the First Agreement with Free Range
B. First Amendment to the First Agreement with Free Range
C. First Agreement with Free Range

Dear Executive Committee Members:

Summary:

Free Range is providing video production services to MCE for two television-quality videos. The goals of the videos are to increase customer enrollments in Deep Green energy service and increase the brand recognition of MCE. In order to feature the Latino-owned, Deep Green Champion business that has been selected, additional lighting equipment and lighting crew will be needed. Including this business will help to highlight the diversity of the customers that MCE serves. Staff recommends approval of the Second Amendment to the First Agreement with Free Range in the amount of \$2,000 for additional lighting equipment and lighting crew for the first day of filming.

Fiscal Impacts: Costs related to the proposed contract amendment are included in the FY 2017/18 Operating Fund Budget.

Recommendation: Approve the Proposed First Amendment to the First Agreement with Free Range.

**SECOND AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

This SECOND AMENDMENT is made and entered into on September 1, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and FREE RANGE (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide video development services as directed by MCE staff dated May 18, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$64,874 for the video development services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$2,000 for total consideration not to exceed \$66,874.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

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

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$66,874**.

2. The second sentence of the second paragraph of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$66,874 for the term of the Agreement.

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

**SECOND AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

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

CONTRACTOR:

DocuSigned by:
By: Nato De Silva
B711B29D54CA4E0...

Date: July 10, 2017

MARIN CLEAN ENERGY:

By: [Signature]

Date: 7/7/17

MARIN CLEAN ENERGY:

By: [Signature]

Date: 7-7-17

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **May 18, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and FREE RANGE, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: develop two television videos for marketing and educational purposes;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$61,874**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **May 18, 2017**, and shall terminate on **September 30, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall be fully responsible for the work product of subcontractors and shall fully indemnify MCE for work assigned to subcontractors. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

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

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. INVOICES; NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

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

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

Notices shall be given to Contractor at the following address:

Contractor: Free Range, Attn: Naoto DeSilva
 Address: 995 Market Street, 2nd Floor
San Francisco, CA 94103
 Email Address: naoto@freerange.com
 Telephone No.: (510) 838-0309

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

21. SEVERABILITY

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

22. COMPLETE AGREEMENT

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

23. COUNTERPARTS

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

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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

APPROVED BY

Marin Clean Energy:

By: *Don DeWitt*
CEO
Date: 5-18-17

By: *John Sean*
Chairperson
Date: 5-18-17

CONTRACTOR:

DocuSigned by:
Naoto De Silva
By: B711B29D54CA4E0

Name: Naoto De Silva

Date: May 22, 2017



MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: Sections 3, 6, 8

Approved by MCE Counsel: *[Signature]*

Date: 5/16/17

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following services regarding two television videos for marketing and educational purposes, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

1. Create two television quality videos with the goal in mind to increase customer enrollments in Deep Green energy service, increase the brand recognition of MCE, and to address MCE's evolving marketing needs. The videos will be featured as Comcast television spotlight ads for a fixed period of time.
 - a. One video furthering MCE's multi-channel Deep Green ad campaign, showing how renewable energy integrates with customers' values and lifestyles. Contractor shall complete this video by August 1, 2017.
 - b. One video welcoming new and potential MCE customers to the MCE family of 24 communities showing how their individual contributions can have a regional and global impact.
2. Video Production Services for the two videos include:
 - a. Provide approximately 30-45 second cut of each of the two videos listed above and approximately 5-15 second cut of each of the two videos listed above. The shorter versions will be for digital pre-roll ads and will not be of broadcast quality.
 - b. Project Kickoff – Includes customization and review of video questionnaire completed by MCE and provided by Free Range, 1 hour kickoff session with Free Range and MCE, delivery of 2 to 3 video concepts per video in live action production style. 1 round of revision for video concepts by MCE is included per video.
 - c. Provide creative direction that incorporates the MCE brand, utilizes approaches that engage the audience, and ensures storytelling goals between the two videos. MCE will provide brand guidelines upon execution of the Agreement.
 - d. Contractor will provide 1 production-ready script per video for a total of 2 scripts. 2 rounds of script revisions by MCE are included per video.
 - e. Work with MCE team to set the direction for filming, including: identifying shot lists based on content narratives, and developing talking points and/or scripts for film participants for interviews and voiceovers where applicable. Contractor shall provide pre-production planning for shotlist, location scouting, crew assembly and on set direction. Based on finalized script, Contractor will coordinate all aspects of live video production.
 - f. Identify and collaboratively design the necessary video, graphic, and sound elements for the videos.
 - g. Ensure fidelity to the established branding and design throughout the entire video production process.
 - h. Work with the MCE team to develop an approach to conducting field shoots and prepare on-site locations for filming. Preparations include: reviewing shot lists with the MCE team; scouting the location prior to filming; and altering the physical environment and/or adapting the filming approach to ensure minimal disruptions to film participants. Contractor will provide a 1 day (10 hour), live action docu-style film shoot that will cover both videos.
 - i. Work with MCE staff to conduct field filming in dynamic environments, including but not limited to: schools, homes, and work sites, to capture all footage required to make the videos, as well as necessary permits (if applicable).
 - j. Work with MCE team to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming. MCE is entitled to 2 rounds of revision during Post-production for video editing (rough cut, fine cut, final cut). **Note additional filming is not included in the budget.*
 - k. Edit to final production professional grade copy with absolute attention to detail on all video, graphic, and sound elements. Preparation for broadcast quality videos includes, color correction, sound design, sound mix, and music editing by Contractor.
 - l. Contractor will include music licensing for 4 months in broadcast media. MCE will be responsible for any additional costs for continued licensing beyond stipulated 4-month period for broadcast purposes.

- m. Provide MCE staff with unedited raw footage and rough cuts of all filming sessions for MCE to save, review and otherwise use without limitation at any point during and after fulfillment of the contract.
- n. Provide project management to ensure alignment with overall project timeline; work with MCE team to set and track project milestones in accordance with overall timeline; provide routine status updates; manage costs of time and materials to remain within budget; proactively identify and communicate challenges; coordinate quality control of all development work and deliverables.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

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

45% due upon execution of contract	\$27,843
20% due prior to shoot day	\$12,375
15% due upon start of post production	\$ 9,281
20% remaining due upon receipt of deliverables	\$12,375

Contractor shall bill MCE pursuant to the payment schedule listed above. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$61,874** for the term of the Agreement.



September 1, 2017

TO: MCE Executive Committee

FROM: Jenna Famular, Community Development Manager
Alex DiGiorgio, Deputy Director of Community Development

RE: Memorandum of Understanding with Strategic Energy Innovations
for Temporary Climate Corps Fellows

ATTACHEMNTS: A. Draft Memorandum of Understanding with Strategic Energy
Innovations
B. Job Announcement – Community Affairs Representative

Dear Executive Committee Members:

SUMMARY:

Staff seeks approval of the proposed Memorandum of Understanding with Strategic Energy Innovations (SEI) for the addition of four (4) new entry-level temporary contract hire positions in the MCE Public Affairs Department on the Community Development team. These four positions would be Climate Corps fellows officially employed by SEI and hosted at MCE for the duration of their program, for the purpose of assisting the Community Development team with outreach in the new Contra Costa communities.

BACKGROUND:

As part of MCE's commitment to the new Contra Costa County communities, the Community Development team will need additional staff to provide the quality outreach and education necessary for a successful enrollment. New enrollment periods have historically been marked by high-intensity engagement, increased marketing activity, and increased community presence at events for approximately six months. Given the relatively short timeline of enrollment periods, hiring Climate Corps fellows offers an ideal way of meeting these short-term needs without taking on full-time staff. Hiring temporary positions also allows for a reassessment of staffing needs once the contract term is complete at the end of June 2018.

The Climate Corps program, implemented by Strategic Energy Innovations (SEI) offers temporary hire contracts to partner organizations such as MCE. MCE would host the fellows for a period of 10 months while SEI provides training and professional development opportunities for individuals looking to build experience for a career in sustainability. This program furthers

MCE's commitment to workforce development by providing individuals just entering the workforce with hands-on experience in their desired field.

The maximum expenditure under the proposed Memorandum of Understanding would not exceed \$218,000. This includes a monthly stipend for each fellow (an allowance based on the qualifications of the individual), as well as reimbursement to SEI for their recruitment activities, administrative time, oversight of fellows' professional development, and training days.

Fiscal Impact: The proposed maximum expenditure that would occur in FY 2017/18 would not exceed \$145,334. Pending approval of the proposed Memorandum of Understanding with SEI, these costs will be included in a proposed Amendment to the FY 2017/18 Operating Fund Budget that will be presented to your Board at its September meeting. The remaining contract expenditures would be expended in FY 2018/19. These expenditures would be included in the FY 2018/19 Operating Fund Budget that will be presented to your Board in early 2018.

Recommendation: Approve the proposed Memorandum of Understanding with Strategic Energy Innovations, subject to Board approval of the proposed Amendment to the FY 2017/18 Operating Fund Budget.

**Memorandum of Understanding between
Strategic Energy Innovations and Marin Clean Energy (MCE)
August 28, 2017 – July 31, 2018**

SUBJECT: Climate Corps Fellow Hosting Agreement

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Strategic Energy Innovations, hereinafter referred to as SEI, and MCE hereinafter referred to as “Host Agency.” Collectively, SEI and MCE are hereinafter referred to as the “Parties.”

ARTICLE I – BACKGROUND AND OBJECTIVES

SEI is collaborating with public, non-profit, and for-profit organizations in the San Francisco Bay Area and across the state to recruit, train, and place Climate Corps Fellows with Host Agencies where they will be provided with experiential learning opportunities as they assist in implementing climate change resiliency programs. The Fellows’ term of service runs from August 28, 2017 through June 30, 2018, during which Fellows are expected to complete their program hours commitment of 1480 site hours and an additional 148 hours in program training activities. The first day after the program orientation and training week that Fellows will be available to work is Tuesday, September 5, 2017. During their term of service, Fellows are expected to implement programs that provide significant professional development experience through the implementation of climate resiliency projects. Fellows are expected to devote approximately 90% of their site hours to experiential learning activities, and up to 10% of these site hours for specific training and coaching as approved by their Host Agency. If a Fellow is unable to complete their full 1480 site hours by June 30, 2018 due to any unforeseen circumstances during their term, they may, at the discretion of SEI and the Host Agency, be allowed time to complete their hours at the Host Agency, or at another approved agency where there are service opportunities available.

The mission of Climate Corps is to deliver a 10-month Fellowship program that provides professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits, and for-profit businesses. Climate Corps Fellows:

- Receive unparalleled experiential learning opportunities through placements with regional climate protection leaders.
- See firsthand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits.
- Build critical real-world project management skills as they measure, track, and report outcomes to community partners.

Fellows participate in a comprehensive training program that gives an overview of climate change issues, strategies for tackling climate change, and approaches to building community resiliency in California.

The Parties will work in partnership to promote the MOU, and its benefits to the project and community at large.

ARTICLE II – STATEMENT OF PROJECT ACTIVITIES

Through Climate Corps, SEI agrees to:

- Recruit and assist in selection of a Fellow for a commitment of 1480 hours over a period of 10 months.
- Train and support the selected Fellow with a comprehensive training program that includes a training manual, a multi-day orientation led by an array of experts, monthly trainings, a mid-year two-day retreat, and two Professional Development Assessment reviews.
- Work with the Host Agency to develop a specific Fellowship Scope for specific Host Agency initiatives that aligns with Climate Corps goals and defines the Training Plan for the Fellow.
- Provide assistance in defining and developing metrics for the Fellow to measure and track the progress of project activities throughout their Fellowship.
- Provide monthly follow-ups to review progress with Site Supervisor and Fellows.
- Define and implement any corrections to Fellow's plan determined to be necessary based on feedback collected from Fellow and Host Agency.

Host Agency agrees to:

- Take part in the recruitment and interview process to identify a Fellow best fitted for the specific projects' needs, with the understanding that Host Agency has right of refusal of any proposed Fellow.
- Provide one to three specific climate resiliency initiatives that their Fellow can work on during their term of service.
 - Initiatives must be well-defined, approved for implementation, and include specific learning objectives.
 - Host Agency will work with SEI to finalize a mutually agreed-upon Fellowship Scope no later than one month after the Fellow arrives on site.
- Assign a Site Supervisor who will be available to meet at least weekly with the Fellow for one-on-one project meeting time, coordinate other necessary staff supervision needed for successful implementation of the Fellowship Scope.
- Support Fellow to complete monthly reporting to SEI indicating whether progress is being made on the initiatives.
- Provide feedback on program and Fellow effectiveness by:
 - Filling out and submitting a Professional Development Assessment providing feedback on Fellow activities two times a year;
 - Participating in program-wide conference calls to discuss program progress; and
 - Responding to Host Agency feedback surveys as requested.
- Attend or send a representative to the Orientation for Host Agencies.
- Not to hire Fellow for projects related to SEI community service programs during the Fellowship term (if the Host Agency decides to hire the Fellow for like projects prior to the completion of the program year of service, the MOU will be considered terminated, and SEI will be due estimated program costs as set forth below).
- Refrain from using the Fellow for displacement of a Host Agency employee during the Fellowship term.
- Assume full risk and responsibility for any accidents related to allowing the Fellow to operate any Host Agency-owned vehicles while under this contract.
- Allow SEI to share results from this program through grant reporting, program marketing, and fundraising.

- Provide program-wide support through either:
 - Sponsoring a venue and staff presentations for a monthly training event for all Fellows;
or
 - Participating in a program sponsored training session or professional development event.
 - Being receptive to informational interview requests from one or more current Fellows.

ARTICLE III – TERM OF AGREEMENT

This MOU will become effective on the date of final signature and shall continue in full force and effect through July 31, 2018, unless earlier terminated. Should the Host Agency fail to select a Fellow after participating in the Climate Corps recruitment, then the Host Agency agrees to compensate SEI \$2,500 for the recruiting effort.

Host Agency funds are committed to all program expenses as of May 1, 2018. In the event that this MOU is terminated prior to May 1, 2018, program reimbursements will be determined as follows:

1. Climate Corps considers it a success when Host Agencies hire on their Fellows. If a Fellow is hired on by the Host Agency before the Fellowship's official end date, then the reimbursement will be calculated by looking at the avoided costs in unspent Fellow stipend payments for balance of the invoice period (so either the Fall or Spring Semester,) subtracting out a buyout contingency the equates to 15% of the total program fee associated with the Fellow if before the end of Fall Semester, or equaling 10% of the total program fee associated with the Fellow if after the close of the Fall Semester.
2. If a Fellow is fired or otherwise leaves the program and is NOT hired on by the Host Agency, then the reimbursement will be issued on a prorated basis for unspent Host Agency funds, calculated based on an 8-month spend down that equates to \$198.50/day for 237 days between September 5, 2017 – May 1, 2018.

In the event that a Fellow terminates their program participation early, SEI staff will work with the Host Agency to:

1. Recruit for a replacement should the Fellow leave prior to the late January/ early February spring semester registration into Climate Corps certificate courses; or
2. Work with the Host Agency to transition the Fellow's work internally (to other Fellows/staff) and to reimburse the Host Agency for unexpended funds as detailed in the above scenario #2.

ARTICLE IV – KEY OFFICIALS

The individuals listed below are identified as key personnel considered essential to the project being performed under this MOU:

For Strategic Energy Innovations:

Job Title: Deputy Director, SEI
Name: Stephen Miller
Address: 899 Northgate Dr. Suite 410
San Rafael CA 94903
Phone Contact: 415-507-2186
Email Contact: stephen@seiinc.org

For Host Agency:

Job Title: Community Development Manager, Public Affairs
Name: Jenna Famular
Address: 1125 Tamalpais Ave., San Rafael, CA 94901
Phone Number: (415) 464-6010
Email Contact: jfamular@mcecleanenergy.org

No change in key officials will be made by either SEI or Host Agency without written notification thirty (30) days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

ARTICLE V – PAYMENT

Enhanced Stipend and Administrative Fee. Host Agency has elected to provide an enhanced stipend amount of \$14,500 per Fellow in addition to the SEI base fee of \$31,000. Enhanced stipend funds will be paid out to the Fellow twice a month as part of their regular stipend checks. An administrative fee of 10% (i.e., \$1,450 per Fellow) shall apply to all enhanced stipend funds paid by Host Agency. At Host Agency's sole discretion, the enhanced stipend amount(s) it agrees to pay to SEI on behalf of any Fellow(s) may be adjusted by an amount not to exceed the maximum limit set forth in the final paragraph of this Article. Host Agency shall notify SEI immediately of any proposed increase in the total payment amount prior to hiring Fellows and the parties shall execute an amendment hereto reflecting the adjusted totals and payment schedule.

Total Payment. Host Agency agrees to pay SEI a total amount of \$46,950 per Fellow, inclusive of the SEI base amount, enhanced stipend, and 10% administrative fee. Host Agency requests four (4) Fellows for the remaining Program Year for a total payment amount of \$187,800 to support the implementation of the program.

Host Agency will complete payments within thirty (30) days of receiving invoices. The invoices will be dispersed according to the following schedule:

- Invoice 1 (60%):
 - Due: September 15, 2017
 - Amount: \$112,680
- Invoice 2 (40%):
 - Due: January 15, 2018
 - Amount: \$75,120

The Parties agree that if the Host Agency fails to make any payments 90 days after an invoice is received and marked due, SEI will immediately assess a late payment penalty of 1.5% of the unpaid amount.

Maximum Total Payments and Limit on Enhanced Stipend Amounts. In no case shall the Host Agency's total payments, inclusive of the 10% administrative fee, exceed the maximum amount of \$54,500 per Fellow or \$218,000 for four Fellows for the term of this MOU.

ARTICLE VI - TERMS

It is mutually agreed by all Parties to this MOU that:

- Fellows are considered employees of SEI and not of the Host Agency. SEI has sole responsibility as the employer for workers compensation, liability and/or general insurance, any other benefits, including but not limited to vacation and other matters related to employees.
- SEI agrees to notify each Fellow that the Fellow has no employment relationship with the Host Agency.
- Fellows shall complete any paperwork as may be required by Host Agency for Fellows to legally participate in and/or perform duties related to the project; including, without limitation: customer information non-disclosure agreements, personal data sheets, acknowledgment of receipt of Host Agency policies and requirements, or other required forms.
- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue of concern.
- In the event that a Party no longer desires to be a part of this MOU or any modification(s), then the individual Party in their sole discretion may terminate its relationship within this MOU.
- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty (30) days prior to termination.
- Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.
- The parties' respective duties and obligations set forth in this MOU are legally binding and enforceable duties and obligations, willingly undertaken by the parties in exchange for valuable consideration as provided herein and to advance the parties' shared interests in entering into this MOU (e.g., implementing climate change resiliency programs at a local government level).

ARTICLE VII – AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

Strategic Energy Innovations

Stephen Miller, Deputy Director

Date

Marin Clean Energy

Dawn Weisz, Chief Executive Officer

Date

Chairperson

Date



Climate Corps Fellows – Community Affairs Representatives
within MCE’s Public Affairs Department
Wages Paid by Stipend based on approximately \$20 per hour
Fellowship Opportunity (10 month temporary hire)
Apply with Climate Corps as soon as possible – applications are accepted
on a rolling basis

Want to empower your community to impact climate change? Seize this opportunity to become a team member of a local government energy provider and get communications experience in the growing clean energy sector working for California’s first Community Choice Aggregation program. MCE is looking for to four (4) fellows to work with MCE’s Public Affairs team and to be key elements of our exciting venture in clean energy.

Fellows will be employees of Climate Corps and assigned by Climate Corps to support the MCE Public Affairs Team in the following areas:

- Social media and community engagement
- Business development
- Environmental Justice and English as a Second Language communications
- Climate, Energy, and Greenhouse gas inventory planning

About MCE:

MCE was California’s first operating Community Choice Aggregation program and provides 50-100% renewable energy to more than 250,000 customers throughout the Bay Area as an alternative to PG&E’s electric supply. MCE determines the source and cost of the energy, called electric generation, and PG&E continues to provide the electric delivery and billing services. MCE is a public, not-for-profit local government agency and serves customers in Marin County, Napa County and the cities of Benicia, El Cerrito, Lafayette, Richmond, San Pablo and Walnut Creek.

MCE’s Board of Directors has recently approved the inclusion of 9 new communities in Contra Costa County including unincorporated Contra Costa, Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, and San Ramon. The majority of fellows work will be on community outreach in these new communities during the enrollment period.

About Climate Corps Bay Area:

Climate Corps is a 10-month fellowship program that provides incredible professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits and for-profit businesses. Climate Corps Fellows receive unparalleled experiential learning opportunities through placements with regional climate protection leaders, see first-hand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits, and build critical real-world project management skills as they measure, track, and report outcomes to community partners. Fellows participate in a comprehensive training program that gives an overview of climate change issues, strategies for tackling climate change and approaches to building community resiliency in California.

About the Positions:

The Community Affairs Representatives will support MCE's Public Affairs department by supporting initiatives to educate the general public about MCE's program and sustainability opportunities, as well as assisting with the enrollment of new communities in 2018. The Community Affairs Representatives will learn about MCE's customer programs and benefits by working with staff, but will also work independently and with other staff on their focus area. They will be assigned to work with a manager based on their focus area.

This is an opportunity to gain experience and understanding of the renewable electricity utility industry, public (government) sector programs, environmental initiatives, and community outreach and engagement.

Ideal candidates will be self-starters with an ability to work independently while meeting deadlines. Candidates should be comfortable working with diverse stakeholders and have a general understanding of renewable energy, climate change and sustainability. Fellows will be required to learn about MCE and be able to communicate MCE's programs and sustainability opportunities when necessary. The fellowship positions will have no supervisory responsibilities.

Essential Duties and Responsibilities (Illustrative Only)

- Educate the public about MCE's work and services at local community events
 - Engage the public, respond to questions and direct more complex requests to the appropriate team member
 - Set up and breakdown tables at community events
 - Track event participation and progress at events
 - Take opt-up requests from customers at events, assist with mobile opt-ups as requested
- Maintain confidential customer information using various software tools and in a variety of areas
- Assist with development of Community Outreach Plans and new community enrollment
 - Attend community events as described above
 - Interact with county, city, and town staff from new communities
 - Attend "office hours" in new communities as requested
- Conduct outreach to specifically identified customer sectors including business/commercial, ESL, low-income, etc.

- Public speaking including presentations to potentially large groups of community members and potentially participation in city council meetings

Potential Areas of Focus

- Social Media and Public Engagement
 - Run MCE's Instagram, help with Facebook posts and blog content
 - Develop creative tabling content to engage various audiences (i.e. children, businesses, families)
 - Social media scheduling including Twitter, LinkedIn, etc.
- Business Development
 - Work with staff and other fellows to conduct business outreach including data analysis in the form of customer cost comparisons using energy data
 - May include outreach strategies, relationship building, identification and outreach of important community partners, advocates, and stakeholders.
- Climate, Energy and Greenhouse Gas Inventory Planning
 - Work with staff to respond to inventory and climate action planning requests from member communities
 - Work with data to create useful metrics for member communities
 - Use data to illustrate the impacts of MCE's services in member communities
- Environmental Justice/ESL
 - Help review multilingual materials to expand access to MCE services to ESL communities, including updating the Spanish website and other marketing materials
 - Bring a social justice and/or environmental justice lens to the work with MCE, in order to identify gaps in our services
 - Be comfortable in multicultural contexts to facilitate collaborative campaigns with special populations (i.e., low-income or fixed-income populations)
 - Must speak Spanish

Minimum Qualifications

Education and experience equal to graduation from college. Must be 18 years of age and possess a valid California driver's license or an ability to travel to events in the MCE service area. Experience in customer service, community engagement, or public communications is preferred.

Ability to:

- Interact positively with diverse groups of people
- Communicate effectively, both orally and in written form
- Take responsibility and work independently
- Establish and maintain effective working relationships with persons encountered during the performance of duties
- Learn about MCE's history, mission, operations, and community and customer benefits
- Demonstrate highest level of accountability, integrity, judgment, and confidentiality
- Speak, read and write Spanish required for the Environmental Justice/ESL assignment and desired for other assignments.

Knowledge of

- Microsoft Office Suite (Excel, Word, Outlook)
- MCE service areas
- Sustainability and renewable energy

Physical Demands

- Ability to occasionally lift and/or move up to 20 pounds
- Frequent travel within the MCE service areas
- Frequent outdoor work
- Evening and weekend work
- Must be able to work at any MCE office and travel between offices, as assigned.

ADA Compliance

MCE will make reasonable accommodation to the known physical or mental limitation of a qualified applicant upon request.

If you are a highly motivated, detail oriented and well-organized individual with excellent communications and customer service skills, please apply online with Climate Corps at <http://www.climate-corps.org/>. Please fill out an application by clicking the black "Apply Now!" button on the homepage.

MCE IS AN EQUAL OPPORTUNITY EMPLOYER



September 1, 2017

TO: MCE Executive Committee

FROM: David McNeil, Manager of Finance

RE: Proposed Amendment to FY 2017/18 Operating Fund Budget (Agenda Item #05)

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

Dear Executive Committee Members:

SUMMARY:

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

In July 2017, your Board adopted Resolution No. 2017-06 which approves the County of Contra Costa (unincorporated), the Cities of Concord, Martinez, Oakley, Pinole, Pittsburg and San Ramon, and the Towns of Danville and Moraga ("new member communities") as members of MCE. The enrollment of customers from new member communities is expected to occur in the spring of 2018. Revenues and electricity costs associated with the enrollment of customers from new member communities will not occur in FY 2017/18. These revenues and expenses will be budgeted for in the FY 2018/19 budget.

An amendment to the FY 2017/18 Operating Fund Budget is proposed at this time for two reasons. First, MCE's existing customer usage has increased slightly during the current fiscal year, yielding an anticipated increase in the cost of energy offset by an anticipated increase in revenue. Second, the proposed amendment would authorize Staff to make certain pre-enrollment expenditures in preparation for the new load to be served in FY 2018/19.

Staff requests that the Executive Committee review the proposed Budget Amendment, offer input, and recommend that your Board approve the proposed Budget Amendment at the September Board Retreat.

Operating Fund Budget Amendment Detail

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

Revenue – electricity (+\$10,451,000, 5% increase): Budgeted electricity revenues are based on estimates of customer electricity usage and retail electricity rates. The increase in revenue results from an estimated increase in customer electric use and an increase in Deep Green program participation.

Cost of energy (+\$9,152,000, 5% increase): Cost of energy includes expenses associated with purchase of energy products, charges by the California Independent Systems Operator (CAISO) for

scheduled load, and services performed by the CAISO. Credits for energy generation scheduled into the CAISO market are netted from the Cost of energy. The proposed increase in cost of energy reflects the cost of purchasing additional energy products to serve an increase in estimated customer electric use and an increase in Deep Green program participation.

Personnel (+\$343,000, 5% increase): The proposed increase in personnel costs will enable MCE to hire new staff to serve new customers. Additional positions include four Climate Corps Fellows that would support customer outreach and would be hired on ten month contracts. The proposed increase also accommodates additional positions in the Power Resources, Public Affairs and Internal Operations departments.

Legal and regulatory services (+\$60,000, 8% increase): Legal counsel expenses support MCE's contracting and regulatory activities. The proposed increase in legal expenses will support contracting for additional energy supplies required to serve customers in new member communities.

Communications and related services (+\$838,000, 74% increase): Communications and related services include costs associated with: print, online, and other advertising; printing and mailing customer notices; and events and sponsorships. The proposed increase in Communications expenses relates to printing and mailing customer notifications required by the California Public Utilities Code, and to additional advertising and outreach costs. Two mail notifications would occur in FY 2017/18 in order to support new customer enrollment in the spring of 2018.

Other services (+\$443,000, 43% increase): Other services encompass expenses which are not captured in other budget categories, and include accounting, auditing, information technology, and other services. Of the proposed increase in other services, \$192,000 results from a proposed internal transfer from the Integrated demand side management budget line item. The remaining proposed increase relates primarily to an increase for contingencies associated with opening a new office in the East Bay and enrolling new customers.

General and administration (+\$111,000, 20% increase): General and administration costs include office, data, travel, dues and subscriptions, and other related expenses. The proposed increase relates to expenses associated with opening a new office in the East Bay and enrolling new customers.

Occupancy (+\$164,000, 31% increase): Occupancy costs include the costs of leasing MCE's office, utilities, and building maintenance. The proposed increase in occupancy costs are associated with renting a new office in the East Bay. Staff is evaluating several possible locations and lease start dates.

Integrated demand side pilot programs (-\$193,000, 47% decrease): Local pilot programs support residential demand side management pilot programs offered in MCE's service territory including the My Energy Insight program, Richmond Advanced Energy Communities, and transportation electrification. The decrease in costs reflect a proposed transfer of expenses funded by a grant from the California Energy Commission to the Other services budget category. This transfer reflects recently proposed contract terms with a prospective sub-contractor and is administrative in nature.

Capital outlay (+\$338,000, 92% increase): Expenditures associated with Capital outlay include various leasehold improvements at MCE's office and office equipment expenses. The proposed increase would support the purchase of office furniture and equipment for the new office as well as tenant improvements to the new office.

FISCAL IMPACT: The net impact of the proposed Amendment to the Operating Fund Budget is a \$467,000 decrease in operating income and expected contribution to the net position. The decrease reflects the need to incur expenses in FY 2017/18 in order to support the enrollment of new customers in FY 2018/19.

RECOMMENDATION: Recommend approval of the proposed Amendment to FY 2017/18 Operating

Fund Budget to your Board at the Board Retreat in September.

MARIN CLEAN ENERGY				
Fiscal Year 2017/18				
PROPOSED OPERATING FUND BUDGET AMENDMENT				
	A	B	C	D
	FY 2017/18 Budget	Proposed Amendment	FY 2017/18 Budget (Amended)	Variation (%)
ENERGY REVENUE				
Revenue - Electricity (net of allowance)	198,711,000	10,451,000	209,162,000	5%
Other Revenue	10,000		10,000	
GROSS ENERGY REVENUE	198,721,000	10,451,000	209,172,000	
ENERGY EXPENSES				
Cost of energy	174,042,000	9,152,000	183,194,000	5%
NET ENERGY REVENUE	24,679,000	1,299,000	25,978,000	
OPERATING EXPENSES				
Personnel	6,241,000	343,000	6,584,000	5%
Data manager	3,794,000	-	3,794,000	0%
Technical and scheduling services	806,000	-	806,000	0%
Service fees - PG&E	1,487,000	-	1,487,000	0%
Legal and regulatory services	744,000	60,000	804,000	8%
Communications services and related services	1,133,000	838,000	1,971,000	74%
Other services	1,038,000	443,000	1,481,000	43%
General and administration	567,000	111,000	678,000	20%
Occupancy	525,000	164,000	689,000	31%
Integrated demand side pilot programs	408,000	(193,000)	215,000	-47%
Marin County green business program	10,000	-	10,000	0%
Low income solar programs	40,000	-	40,000	0%
TOTAL OPERATING EXPENSES	16,793,000	1,766,000	18,559,000	11%
OPERATING INCOME	7,886,000	(467,000)	7,419,000	-6%
NONOPERATING REVENUES				
Grant and other income	713,000		713,000	0%
Interest income	130,000		130,000	
TOTAL NONOPERATING REVENUES	843,000		843,000	0%
NONOPERATING EXPENSES				
Banking Fees and Financing Costs	168,000		168,000	
Depreciation (supplemental)	121,000		121,000	
TOTAL NONOPERATING EXPENSES	289,000		289,000	
CHANGE IN NET POSITION	8,440,000		7,973,000	5.9%
Budgeted net position beginning of period	41,807,000		44,659,171	
Change in net position	8,440,000		7,973,000	
Budgeted net position end of period	50,247,000		52,632,171	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	367,000	338,000	744,000	92%
Depreciation (supplemental)	(121,000)		(121,000)	
Transfer to Renewable Energy Reserve	-		-	
Transfer to Local Renewable Energy Development Fund	186,000		186,000	
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	432,000		809,000	
Budgeted net increase (decrease) in Operating Fund balance	\$ 8,008,000		\$ 7,164,000	

Best Practices for Managing Multiple Office Locations

“Being a successful multi-office organization is different than simply having multiple offices.”

Leadership

- The organization’s leadership team consists of its CEO, Directors, and Managers
- Have a leadership presence in place at all office locations at all times, either on a rotating basis or permanently
- Have regular opportunities for relationship-building, cohesion, and in-person interaction between staff and leadership within and across office locations
- All staff, including leadership, should be trained on how to:
 - Create and communicate a shared vision and strategy
 - Effectively communicate in general
 - Place an emphasis on team work across teams/departments/offices
 - Have a strong commitment to professional and career development
 - Address performance issues
 - Be sensitive to cultural, generational, and geographic differences
- The CEO should have a presence at all locations (monthly visits, at minimum)
- Office/site managers need to:
 - Manage all office costs, considering the impact on operations
 - Contact Human Resources in a timely manner to ensure that issues are addressed promptly
 - Keep the organization-wide and branch-specific mission, vision, and goals at the forefront
- Leadership should meet regularly (weekly) to discuss key updates for all locations, bring up any questions or concerns, and problem-solve as a team to ensure consistency
- Be generous with praise for staff in all locations

Communication and Relationships

- Motto: “Everyone is on the same team regardless of where they work”
- Reinforce collaboration across offices and avoid the “we-they” mentality
- Use positive and specific language when referring to office locations (e.g. “San Rafael office” instead of “headquarters” or “main office”, “[East Bay city] office” instead of “satellite office”)
- Use technology to facilitate communication: video/web conferencing, extranet, VOIP, online project management tools, Google Applications, Basecamp, Facebook, Skype, Salesforce, Yammer, Slack, Trello, Asana, instant messaging, individual webcams where possible
- All staff can use repeat-backs to ensure clear communication
- Hold regular (weekly or bi-weekly) all staff meetings via phone and webinar, with web cams if possible to discuss key organization-wide updates, upcoming projects and events, successes, and challenges; remember to tie everything back to the common vision and goal(s)
- Hold regular (bi-weekly) meetings with each location’s office/site manager and team to discuss the site’s capacity concerns, technological needs, and any other issues that need attention
- Invest in building cross-office relationships (brainstorming sessions, professional development, skills training, team building, activities/events) once or twice per year at minimum – results in increased efficiency, higher retention levels, better team and cross-office relationships
- All offices should feel like an important part of the whole organization

- Allow “staff swapping” so employees at all levels and from all teams can experience all office locations from time to time
- If helpful and feasible, make each office location responsible for a specific type of work
- Help staff maintain casual conversation (create “water cooler moments”) via tools like Gchat and Slack, or have a live video stream running at both locations all the time
- Encourage colleagues to begin meetings and conversations with personal check-ins (plans for the weekend, how the kids are doing, pets, last night’s big game, etc.)
- Create or maintain a company blog, newsletter, intranet, and/or email blast that keeps employees in the loop about what’s happening in different departments and locations
 - Can highlight employee accomplishments, recent hires, and promotions
 - Sets the tone for how employees think about their job and the organization

Managing (and Being Managed) from Afar

- Managing staff within one location is the same as managing staff at multiple locations; the trick is being consistent and reliable
- Continue having weekly check-ins, and begin with a personal check-in that’s not work-related
- Schedule regular in-person visits (minimum monthly) – regularity and predictability are more important than frequency
- Set clear goals and expectations from the beginning, and schedule “slices” along the way
- Managers need to see staff in action – participate in calls, attend meetings or events, or shadow them for a day; this gives the manager insight into what the staff person’s work life is like and builds understanding and trust
- Managers should ask probing questions to really understand what’s going well and what isn’t
 - Sample questions: <http://www.managementcenter.org/resources/probing-questions-get-beneath-surface/>
- Establish clear expectations for communication, for example:
 - Check-ins will be on a specific day/time by video chat and these take precedence over other meetings (exceptions: urgent HR matters, important policy/community meetings where attendance is required, meetings with key stakeholders that cannot be rescheduled)
 - If someone cancels a check-in, they are responsible for rescheduling it within the same week
 - Urgent and/or complicated issues or questions should be communicated immediately by phone or in-person; any necessary documentation or reporting should be completed right away as directed by a supervisor, the Manager of Human Resources, or a member of the leadership team

Orientation

- Two kinds:
 - Organization-wide (for new employees) includes: mission, vision, history, Human Resources information, policies and procedures, technology, communication protocols, culture, time management, introductions to staff in all locations
 - Office-specific (for new and existing employees) includes: getting acclimated, additional policies/procedures beyond what exists organization-wide (see previous bullet point)
- Recruit with office locations in mind:
 - When possible, name the location assignment in the job announcement

- If location assignment is unknown, provide office locations and state that the employee might be assigned to either
- Always clearly state that location assignments are subject to change

Outward Appearance

- Ensure all locations have similar standards, quality control processes, and marketing so that customers and others view the organization as a single entity
- Maintain a company blog, newsletter, portal, or email blast that keeps customers in the loop about what's happening in different departments and locations

Policies and Procedures

- Provide uniformity and equal support at all locations
 - Consider accessibility to Human Resources support
 - Consider “perks” like covered parking, gym access, meals, etc.
 - Consider “tech equity” like assigning staff laptops versus desktop computers; follow clear procedures and implement them uniformly across the organization
 - Consider equal access to trainings, events, and leisure opportunities
 - It is more difficult to maintain a unified culture across multiple locations; take extra steps to communicate successes simultaneously and similarly across the entire organization with an exciting or motivating treat/tradition (e.g. celebratory meals, impromptu bagels, kudos for signing up a Deep Green account, posters to congratulate staff for major victories)
- Localized support is more efficient (e.g. IT support is quicker if it's provided in-house at both locations rather than remotely) but centralized is often cheaper; schedule specialist and consultant time proportionately based on the number of staff in each location
- Put systems in place to standardize the quality of communications, products, and results
- Establish clear responsibilities, boundaries, and authority based on organizational structure and systems for measuring accountability and success
- Policies and procedures should be the same across all locations; if adjustments are needed to accommodate unique features or issues at one location, ensure that the policies and procedures are adapted, revised, and implemented as fairly as possible

Preparing for Change

- Clearly identify the motives for opening a new location (the “why”) and the plan for making it happen (the “how”)
 - Ensure both align with the organization's core values, mission, vision, and strategic plan
 - Set clear goals and metrics from the beginning: How are we going to accomplish this? How will we know when we are successful?
 - Example motivators: improved customer, vendor, and member municipality relationships/accessibility; reduced GHG emissions via shorter employee commute time; improved employee work-life balance
 - Make sure the “why” and “how” are incorporated into the steps for evaluating success
- Anticipate up-front costs and plan for unexpected costs
- Involve everyone in the process and make it a fun, organization-wide endeavor

- Have an organization-wide conversation to discuss impact and logistics, and respond to questions and concerns
- Have a defined set of criteria for determining who is assigned to each office location (e.g. job role, commute distance), communicate this to staff, and create a process for receiving and responding to questions, feedback, and concerns; if possible, offer an opportunity for exceptions to be made (e.g. staff member relocation)
- Give employees ample time to prepare for the relocation (of their workstation, and of their colleagues) alongside the normal workload and routine
- Provide a list of what staff can do to get ready:
 - Instructions and materials for packing (everything or just personal items)
 - Review new office space logistics, policies/guidelines, and workstation set-up
- Ensure all office equipment needs are in place first: desks, filing cabinets and shelves, conference room furniture and meeting room needs, break room furniture, kitchen equipment, office supplies
- Ensure all IT logistics are in place first: computers, server, phones, photocopier, phone conferencing system, microphones, video conferencing equipment, etc.
- Hire professional packers and movers to prevent employee injury
- Update address information wherever it is needed: letterhead, business cards, website, Google, social media, etc.
- Put procedures in place for routing mail

Evaluating Success

- Assess each office location's reputation, office management, staff productivity; consider financial impact and employee work-life balance
- Consider setting a deadline for closing or relocating an office location if it is not successful (e.g. 24 months)

Layout Considerations

- Consider which teams and departments need to be physically near each other in order to effectively collaborate, and plan ahead for growth and staffing increases
- Where possible, allow staff to determine the set-up that will work best for their individual and team needs
- Must-read article: "Should Your Company Transition from Traditional Private Offices to an Open Office Plan?" (<http://www.thercfgroup.com/files/resources/Should-your-company-transition-to-an-open-office-plan-white-paper.pdf>)
- Create strategically located "huddle spaces" where impromptu conversations can be moved from common spaces (kitchen, conference room, hallway, stairwell) to a quiet location that doesn't impact other employees
- Offer flexible and multifunctional meeting spaces to encourage various types of collaboration
- Provide support to staff in customizing work spaces (e.g. hanging dry erase boards and artwork)
- Consider equity of office assignments and amount of workstation space per employee

Sources

- http://www.americanbar.org/publications/law_practice_home/law_practice_archive/lpm_magazine_articles_v34_is5_pg55.html
- <http://go.psmj.com/blog/managing-a-multiple-office-firm>
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- <https://www.qsmoving.com/blog/moving-company-lorton/5-tips-to-make-your-office-move-a-smooth-one/>
- <https://www.inc.com/guides/managing-multiple-business-locations.html>
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- <http://www.newground.com/perspective/3-things-to-consider-before-splitting-your-headquarters-into-multiple-offices>
- <https://www.growteam.com/blog/growing-a-multiple-location-business-successfully>
- <http://www.managementcenter.org/article/relations-between-headquarters-and-field-offices-quick-reflections/>
- <http://www.managementcenter.org/article/managing-when-youre-not-face-to-face/>
- <http://www.cellaconsulting.com/blog/managing-across-multiple-locations/>
- <https://hbr.org/2015/02/how-to-manage-remote-direct-reports>



DRAFT
MCE
Special Meeting
Friday, September 22, 2017
9:45 A.M.

The Cobra Experience
777 Arnold Drive, Suite 200
Martinez, CA 94553

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

P. 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

1 (888) 632-3674
mceCleanEnergy.org

8:45 - 9:30

Optional: New Board Member Welcome and Orientation

9:40 - 9:45

Swearing in of New Board Members

9:45 - 9:55

1. Welcome, Opening Remarks & Board Announcements (Discussion)

9:55 - 10:00

2. Consent Calendar (Discussion/Action)

- C.1 7.20.17 Meeting Minutes
- C.2 Amendment to MCE Implementation Plan
- C.3 FY 2017/18 Budget Amendment
- C.4 MCE Power Content Label & Attestation

10:00 - 10:40

3. Prior Year Highlights & Goals for the Coming Year (Discussion)

10:40 - 11:30

4. MCE Name and Branding (Discussion/Action)

11:30 - 11:40 - Break

11:40 - 12:00

5. MCE Reserves Policy and Future Finance Targets (Discussion)



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DRAFT

MCE

Special Meeting

Friday, September 22, 2017

9:45 A.M.

**The Cobra Experience
777 Arnold Drive, Suite 200
Martinez, CA 94553**

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

P. 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

1 (888) 632-3674
mceCleanEnergy.org

12:00 - 12:30

- 6. The Growth of CCA and Changes to the Energy Landscape in California (Discussion)

12:30 - 1:20 - Lunch

1:20 - 1:30

- 7. Board Member Additions to Committees (Discussion/Action)

1:30 - 2:00

- 8. Community Inclusion: Timeline, Tasks, and Responding to any New Requests (Discussion)

2:00 - 2:15

- 9. MCE's Current Deep Green Campaign: Case Study of Results to-date & Next Steps Underway (Discussion)

2:15 - 3:00

- 10. Emerging Technology & Innovation (Discussion)
 - A. Autonomous Drive Vehicles - Randy Iwasaki, Contra Costa Transportation Authority
 - B. Converting Pomona CoGeneration Natural Gas Facility into Battery Storage – Scott Valentino

3:00 - 4:00

- 11. Complete any Unfinished Business



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DRAFT
MCE
Special Meeting
Friday, September 22, 2017
9:45 A.M.

The Cobra Experience
777 Arnold Drive, Suite 200
Martinez, CA 94553

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

P. 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

12. Adjourn

4:00

1 (888) 632-3674
mceCleanEnergy.org



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