



## Agenda Page 1 of 1

### Executive Committee Meeting Friday, March 1, 2019 12:00 P.M.

**Charles F. McGlashan Board Room**, 1125 Tamalpais Avenue, San Rafael, CA 94901  
**Mt. Diablo Room**, 2300 Clayton Road, Suite 1150, Concord, CA 94920

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 Approval of 2.1.19 Meeting Minutes
  - C.2 Eleventh Agreement with Maher Accountancy
  - C.3 Seventh Agreement with Braun Blaising Smith Wynne
  - C.4 Ninth Agreement with Niemela Pappas & Associates
6. Fiscal Year 2019/20 Budget (Discussion/Action)
7. New Board Member Additions to Committees (Discussion/Action)
8. Resolution No. 2019-01 Regarding LAIF Investments (Discussion/Action)
9. Amendment to MCE Investment Policy 014 (Discussion/Action)
10. Appointment of Chief Operating Officer as MCE Treasurer (Discussion/Action)
11. Review Draft 3.21.19 Board Agenda (Discussion)
12. Committee Matters & Staff Matters (Discussion)
13. Adjourn



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**MCE EXECUTIVE COMMITTEE MEETING MINUTES**

**Friday, February 1, 2019**

**12:00 P.M.**

**Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94520**  
**Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901**

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**Present:** Sloan Bailey, Town of Corte Madera (*San Rafael*)  
Tom Butt, City of Richmond (*San Rafael*)  
Barbara Coler, Town of Fairfax (*San Rafael*)  
Federal Glover, Contra Costa County (*Concord*)  
Kevin Haroff, City of Larkspur (*San Rafael*)  
Claire McAuliffe, Alt., City of Belvedere (*San Rafael*)  
Kate Sears, County of Marin (*San Rafael*)

**Absent:** Denise Athas, City of Novato  
Lisa Blackwell, Town of Danville  
Ford Greene, Town of San Anselmo

**Staff**

**& Others:** Jessica Brooks, Board Assistant (*San Rafael*)  
Sherry Clark, Internal Operations Assistant (*Concord*)  
Darlene Jackson, Clerk of the Board (*Concord*)  
Sam Kang, Resource Planning (*San Rafael*)  
Vicken Kasarjian, COO (*San Rafael*)  
Catalina Murphy, Legal Counsel (*San Rafael*)  
Garth Salisbury, Director of Finance (*San Rafael*)  
Shalini Swaroop, General Counsel (*San Rafael*)  
Maira Strauss, Finance Analyst (*San Rafael*)  
Dawn Weisz, CEO (*San Rafael*)

**1. Roll Call**

Chair Butt called the regular Executive Committee meeting to order at 12:05p.m. with quorum established by roll call.

**2. Board Announcements (Discussion)**

There were none.

**3. Public Open Time (Discussion)**

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

**4. Report from Chief Executive Officer (Discussion)**

CEO Dawn Weisz reported the following:

**DRAFT**

- Resource Adequacy proceeding decision regarding central buyer concept was pushed to mid-February or later.
- Discussions related to ERRRA have been delayed to April or May and this will delay PG&E ratesetting process.
- New CPUC Commissioner Genevieve Shiroma was recently appointed.

**5. Consent Calendar (Discussion/Action)**

- C.1 Approval of 12.7.18 Meeting Minutes
- C.2 Budget Update FY 2018/19

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

Action: It was M/S/C (Bailey/McAuliffe) to **approve Consent Calendar Items C.1 and C.2.**  
Motion carried by unanimous vote. (Absent: Directors, Athas, Blackwell and Greene)

**6. Agenda Item #06 – MCE Planning for the Coming Year (Discussion)**

Vicken Kasarjian, Chief Operating Officer, introduced this item and addressed questions from Committee members.

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

Action: No action required.

**7. Agenda Item #07 – CPUC PG&E Safety and Restructuring Proceeding (Discussion)**

Nathaniel Malcolm, Policy Counsel, and CEO Dawn Weisz introduced this item and addressed questions from Committee members.

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

Action: No action required.

**8. Adjournment**

Chair Butt adjourned the meeting at 1:46p.m. to the next scheduled Executive Committee Meeting on March 1, 2019.

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**Tom Butt, Chair**

**Attest:**

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**Dawn Weisz, Chief Executive Officer**



March 1, 2019

TO: MCE Executive Committee

FROM: Shalini Swaroop, General Counsel

RE: Seventh Agreement with Braun Blaising Smith Wynne (Agenda Item #05 – C.3)

ATTACHMENT: Proposed Seventh Agreement with Braun Blaising Smith Wynne

Dear Executive Committee Members:

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**SUMMARY:**

Braun Blaising Smith Wynne (BBSW) has provided legal and regulatory assistance to MCE since 2013. Specifically, BBSW has provided assistance on the Long Term Procurement Plan (LTPP) proceedings, Energy Resource Recovery Account (ERRA) proceedings and other regulatory proceedings as requested. BBSW has also provided assistance on legal questions related to CCA and municipal utility issues and other legal questions as requested. There is an ongoing need for the services provided by BBSW. Staff recommends approval of a Seventh Agreement with BBSW in the amount of \$145,000 for continuation of legal and regulatory services in Fiscal Year (FY) 2019/20.

**Fiscal Impacts:** Costs related to the referenced agreement are included in the Proposed FY 2019/20 Operating Fund Budget.

**Recommendation:** Approve the proposed Seventh Agreement with Braun Blaising Smith Wynne.

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

**SEVENTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND BRAUN BLAISING SMITH WYNNE, P.C.**

**THIS SEVENTH AGREEMENT** ("Agreement") is made and entered into this day **March 1, 2019** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and BRAUN BLAISING SMITH WYNNE, P.C., hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide the following services: regulatory and legal services as needed and as requested by MCE;

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

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

**3. FEES AND PAYMENT SCHEDULE; INVOICING:**

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

**4. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$145,000**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **April 1, 2019**, and shall terminate on **March 31, 2020**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

### **6.1 GENERAL LIABILITY**

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

### **6.2 AUTO LIABILITY**

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

### **6.3 WORKERS' COMPENSATION**

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

### **6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED )**

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

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

### **7. NONDISCRIMINATORY EMPLOYMENT:**

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

### **8. SUBCONTRACTING:**

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

### **9. ASSIGNMENT:**

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

### **10. RETENTION OF RECORDS AND AUDIT PROVISION:**

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

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

**11. WORK PRODUCT:**

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

**12. TERMINATION:**

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

**13. AMENDMENT:**

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

**14. ASSIGNMENT OF PERSONNEL:**

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

**15. JURISDICTION AND VENUE:**

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

**16. INDEMNIFICATION:**

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

**17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

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

**18. COMPLIANCE WITH APPLICABLE LAWS:**

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

**19. INVOICES; NOTICES**

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

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

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

|                   |                              |
|-------------------|------------------------------|
| Contract Manager: | Troy Nordquist               |
| MCE Address:      | 1125 Tamalpais Avenue        |
|                   | San Rafael, CA 94901         |
| Email Address:    | contracts@mcecleanenergy.org |
| Telephone No.:    | (415) 464-6027               |

Notices shall be given to Contractor at the following address:

|                |                          |
|----------------|--------------------------|
| Contractor:    | Scott Blaising           |
| Address:       | 915 L Street, Suite 1480 |
|                | Sacramento, CA 95814     |
| Email Address: | blaising@braunlegal.com  |
| Telephone No.: | (916) 712-3961           |

**20. ACKNOWLEDGEMENT OF EXHIBITS**

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

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

**21. SEVERABILITY**

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

**22. COMPLETE AGREEMENT**

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

**23. COUNTERPARTS**

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



**24. PERFORMANCE AND PAYMENT BOND** (REQUIRED IF CHECKED )

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

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

**APPROVED BY**

**Marin Clean Energy:**

**CONTRACTOR:**

By: \_\_\_\_\_  
CEO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MODIFICATIONS TO STANDARD SHORT FORM**

**Standard Short Form Content Has Been Modified**

*List sections affected:* \_\_\_\_\_

\_\_\_\_\_

Approved by MCE Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES (required)**

Contractor will provide task-specific legal and regulatory services and assistance as requested and directed by the General Counsel, up to the maximum time/fees allowed under this Agreement.

**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**

For services provided under this Agreement, MCE shall pay Contractor in accordance with the hourly rate and the payment schedule as specified below:

|                                     |             |
|-------------------------------------|-------------|
| Senior Shareholder:                 | \$420       |
| Junior Shareholder:                 | \$360       |
| Senior Associate:                   | \$310       |
| Junior Associate:                   | \$275       |
| Law Clerk:                          | \$165       |
| Of Counsel:                         | \$315-\$365 |
| Contract Associate (As Authorized): | \$310       |

Contractor shall bill in .10 hour increments on a monthly basis for all services rendered. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$145,000** for the term of the Agreement.



March 1, 2019

TO: MCE Executive Committee

FROM: Shalini Swaroop, General Counsel

RE: Ninth Agreement with Niemela Pappas & Associates (Agenda Item #05 – C.4)

ATTACHMENT: Proposed Ninth Agreement with Niemela Pappas & Associates

Dear Executive Committee Members:

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**SUMMARY:**

Niemela Pappas & Associates has provided contract lobbyist services on behalf of MCE since 2012. Staff recommends creating a new agreement with Niemela Pappas & Associates in the amount of \$110,000 for Fiscal Year (FY) 2019/20 for continuation of these services.

**Fiscal Impacts:** Costs related to the referenced agreement are included in the Proposed FY 2019/20 Operating Fund Budget.

**Recommendation:** Approve the Ninth Agreement with Niemela Pappas & Associates.

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

**NINTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND NIEMELA PAPPAS & ASSOCIATES**

**THIS NINTH AGREEMENT** ("Agreement") is made and entered into this day **March 1, 2019** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and NIEMELA PAPPAS & ASSOCIATES, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide the following services: Contractor will act as a contract lobbyist on behalf of MCE as needed and requested by MCE staff;

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

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

**3. FEES AND PAYMENT SCHEDULE; INVOICING:**

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

**4. MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$110,000**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **April 1, 2019**, and shall terminate on **March 31, 2020**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

**6.1 GENERAL LIABILITY**

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

**6.2 AUTO LIABILITY**

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

**6.3 WORKERS' COMPENSATION**

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

**6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED  )**

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

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

**7. NONDISCRIMINATORY EMPLOYMENT:**

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. RETENTION OF RECORDS AND AUDIT PROVISION:**

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

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

**11. WORK PRODUCT:**

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

**12. TERMINATION:**

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

**13. AMENDMENT:**

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

**14. ASSIGNMENT OF PERSONNEL:**

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

**15. JURISDICTION AND VENUE:**

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

**16. INDEMNIFICATION:**

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

**17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

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

**18. COMPLIANCE WITH APPLICABLE LAWS:**

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

**19. INVOICES; NOTICES**

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

\_\_\_\_\_  
 Email Address:       invoices@mcecleanenergy.org  
 \_\_\_\_\_

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

\_\_\_\_\_  
 Contract Manager:   Troy Nordquist  
 \_\_\_\_\_  
 MCE Address:        1125 Tamalpais Avenue  
 \_\_\_\_\_  
                           San Rafael, CA 94901  
 \_\_\_\_\_  
 Email Address:       contracts@mcecleanenergy.org  
 \_\_\_\_\_  
 Telephone No.:      (415) 464-6027  
 \_\_\_\_\_

Notices shall be given to Contractor at the following address:

\_\_\_\_\_  
 Contractor:         Emily Pappas  
 \_\_\_\_\_  
 Address:             1414 K Street, Suite 270  
 \_\_\_\_\_  
                           Sacramento, CA 95814  
 \_\_\_\_\_  
 Email Address:      pappas@npalobby.com  
 \_\_\_\_\_  
 Telephone No.:     (916) 661-5365  
 \_\_\_\_\_

**20. ACKNOWLEDGEMENT OF EXHIBITS**

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

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

**21. SEVERABILITY**

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

**22. COMPLETE AGREEMENT**

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

**23. COUNTERPARTS**

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



**24. PERFORMANCE AND PAYMENT BOND** (REQUIRED IF CHECKED )

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

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

**APPROVED BY**

**Marin Clean Energy:**

**CONTRACTOR:**

By: \_\_\_\_\_  
CEO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MODIFICATIONS TO STANDARD SHORT FORM**

**Standard Short Form Content Has Been Modified**

*List sections affected:* \_\_\_\_\_

\_\_\_\_\_

Approved by MCE Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES (required)**

Contractor will act as contract lobbyist on behalf of MCE. Work will be provided primarily by Emily Pappas. Activities will include:

- Maintain constant communication with MCE staff.
- Monitor on a daily basis all bills that are introduced and amended.
- Provide immediate notification of bills and related legislative activities that impact MCE. This includes any lobbying efforts directed for and against MCE, and the context surrounding them.
- Maintain a regularly updated bill tracking record.
- Monitor state regulatory agencies, such as the CPUC and CEC.
- Continuously educate members of the Legislature, key legislative staff, members of the Governor's Administration, and other key Capitol decision makers about MCE. This will include legislators that represent areas of MCE expansion.
- Continuously cultivate MCE's relationships with its own legislative delegation.
- Set up meetings for MCE and legislators, key committee staff, members of the Governor's Administration, and relevant interest groups as needed.
- Actively lobby bills that either support or negatively impact MCE when directed to do so. These activities include:
  - Working with MCE staff on drafting letters of support or opposition, and delivering those letters to the correct players.
  - Providing strategic advice on how to effectively achieve MCE's desired outcome.
  - Testifying in committees.
  - Lobbying legislators.
  - Lobbying the Governor's office.
  - Lobbying appropriate regulatory agencies to support MCE's positions.
  - Soliciting support from MCE's allies.
- On bills sponsored by MCE, or requiring amendments, activities will include, in addition to those listed above:
  - Assistance in drafting language and inserting it into applicable bills, such as the Budget Act.
  - Garnering support from effective Capitol-based entities that share MCE's position.
- Assist MCE in efforts to build an effective statewide coalition with MCE supporters in order to push MCE legislative goals to the finish line.
- Identify opportunities that will enhance MCE's clout both in the Capitol and in regulatory agencies, such as supporting gubernatorial appointees requiring confirmation by the State Senate.
- Prepare necessary documents for filing with the Secretary of State and provide these documents to MCE for approval and signature.

**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**

Contractor shall bill MCE monthly for all professional services rendered under this Agreement. A monthly retainer of \$9,000 will be paid by MCE to Contractor for each month of service beginning April 1, 2019 until the end of the Agreement.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$110,000** for the term of the Agreement.

## MCE Board Offices and Committees

### **Board Offices:**

Kate Sears, Chair

Tom Butt, Vice Chair

Denise Athas, Auditor/Treasurer (Proposed Treasurer: Vicken Kasarjian)

Dawn Weisz, Secretary

### **Executive Committee**

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

### **Technical Committee**

1. Kate Sears, Chair
2. Kevin Haroff
3. Greg Lyman
4. Scott Perkins
5. Rob Schroder
6. Ray Withy

### **Ad Hoc Ratesetting Committee 2019**

1. Sloan Bailey
2. Ford Greene
3. Kevin Haroff
4. Greg Lyman
5. Bob McCaskill
6. Sashi McEntee
7. Scott Perkins
8. Ray Withy

### **(Ad Hoc Audit Committee 2019)**

1. Bob McCaskill
2. Andrew McCullough
3. Ray Withy



March 1, 2019

TO: MCE Executive Committee

FROM: Garth Salisbury, Director of Finance  
Maira Strauss, Senior Financial Analyst

RE: Resolution No. 2019-01 Regarding LAIF Investments (Agenda Item #08)

ATTACHMENTS: A. Proposed Resolution No. 2019-01 Rescinding Resolution No. 2018-05 and Authorizing Investment of Monies in the Local Agency Investment Fund  
B. Resolution No. 2018-05 Authorizing Investment of Monies in the Local Agency Investment Fund

Dear Executive Committee Members:

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**SUMMARY:**

On April 19, 2018 your Board approved Resolution No. 2018-05 Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF). Resolution 2018-05 authorized the deposit and withdrawal of MCE monies in the LAIF, by CEO Dawn Weisz and Manager of Finance David McNeil.

As a result of staff changes including the addition of MCE's COO, the departure of the Manager of Finance, and the appointment of a Director of Finance, it is necessary to rescind Resolution No. 2018-05 and replace it with Proposed Resolution No. 2019-01. The new Resolution designates certain members of staff (CEO, COO, and Director of Finance) to direct investments in and withdrawals from the LAIF.

**Fiscal Impacts:** Interest rates vary on a daily basis, and the incremental return on investments arising from investment in LAIF cannot be determined with certainty.

**Recommendation:** Recommend to your Board for approval at its next meeting to adopt proposed Resolution 2019-01 Rescinding Resolution No. 2018-05 and Authorizing Investment of Monies in the Local Agency Investment Fund.

## **RESOLUTION NO. 2019-01**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

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

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville; and the City of Concord, the Town of Danville, the City of Martinez, the Town of Moraga, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of San Ramon and Unincorporated Contra Costa County; and

**WHEREAS**, Resolution No. 2018-05 authorized the investment of monies in the Local Agency Investment Fund (LAIF) and identified the approved signatories for transactions with LAIF; and

**WHEREAS**, the Board of Directors intends that this Resolution No. 2019-01 shall supersede and replace Resolution No. 2018-05; and

**WHEREAS**, LAIF is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the MCE Board of Directors hereby finds that the deposit and withdrawal of money in the LAIF in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of MCE;

**NOW, THEREFORE, BE IT RESOLVED**, by the MCE Board of Directors:

- A. The Board of Directors hereby authorizes the deposit and withdrawal of MCE monies in the LAIF in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein and under the guidelines established in MCE Policy No. 14: Investment Policy.
- B. The following MCE employees holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit of withdrawal of monies in the LAIF and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

|                                                                                                                                                                                                                 |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____<br/>                 Dawn Weisz<br/>                 (NAME)<br/>                 Chief Executive Officer<br/>                 (TITLE)<br/>                 _____<br/>                 (SIGNATURE)</p>  | <p>_____<br/>                 Vicken Kasarjian<br/>                 (NAME)<br/>                 Chief Operating Officer<br/>                 (TITLE)<br/>                 _____<br/>                 (SIGNATURE)</p> |
| <p>_____<br/>                 Garth Salisbury<br/>                 (NAME)<br/>                 Director of Finance<br/>                 (TITLE)<br/>                 _____<br/>                 (SIGNATURE)</p> | <p>_____<br/>                 (NAME)<br/>                 _____<br/>                 (TITLE)<br/>                 _____<br/>                 (SIGNATURE)</p>                                                         |

C. This resolution shall remain in full force and effect until rescinded by the MCE Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on this 21st day of March, 2019, by the following vote:

|                                    | AYES | NOES | ABSTAIN | ABSENT |
|------------------------------------|------|------|---------|--------|
| City of American Canyon            |      |      |         |        |
| City of Belvedere                  |      |      |         |        |
| City of Benicia                    |      |      |         |        |
| City of Calistoga                  |      |      |         |        |
| City of Concord                    |      |      |         |        |
| Unincorporated Contra Costa County |      |      |         |        |
| Town of Corte Madera               |      |      |         |        |
| Town of Danville                   |      |      |         |        |
| City of El Cerrito                 |      |      |         |        |
| Town of Fairfax                    |      |      |         |        |
| City of Lafayette                  |      |      |         |        |
| City of Larkspur                   |      |      |         |        |
| County of Marin                    |      |      |         |        |
| City of Martinez                   |      |      |         |        |
| City of Mill Valley                |      |      |         |        |
| Town of Moraga                     |      |      |         |        |
| City of Napa                       |      |      |         |        |
| County of Napa                     |      |      |         |        |
| City of Novato                     |      |      |         |        |

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| City of Oakley       |  |  |  |  |
| City of Pinole       |  |  |  |  |
| City of Pittsburg    |  |  |  |  |
| City of Richmond     |  |  |  |  |
| Town of Ross         |  |  |  |  |
| Town of San Anselmo  |  |  |  |  |
| City of San Pablo    |  |  |  |  |
| City of San Rafael   |  |  |  |  |
| City of San Ramon    |  |  |  |  |
| City of Sausalito    |  |  |  |  |
| City of St. Helena   |  |  |  |  |
| Town of Tiburon      |  |  |  |  |
| City of Walnut Creek |  |  |  |  |
| Town of Yountville   |  |  |  |  |

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CHAIR, MCE

**Attest:**

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SECRETARY, MCE



**APPROVED**

**APR 19 2018**

**RESOLUTION NO. 2018-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MARIN CLEAN ENERGY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL  
AGENCY INVESTMENT FUND**

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


**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville; and The City of Concord, The Town of Danville, The City of Martinez, The Town of Moraga, The City of Oakley, The City of Pinole, The City of Pittsburg, The City of San Ramon and Unincorporated Contra Costa County; and

**WHEREAS**, the Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the MCE Board of Directors hereby finds that the deposit and withdrawal of money in the LAIF in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of MCE;

**NOW, THEREFORE, BE IT RESOLVED**, by the MCE Board of Directors:

- A. The Board of Directors hereby authorizes the deposit and withdrawal of MCE monies in the LAIF in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein and under the guidelines established in MCE Policy No. 14: Investment Policy.
- B. The following MCE employees holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit of withdrawal of monies in the LAIF and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

\_\_\_\_\_  
 Dawn Weisz  
 (NAME)  
 Chief Executive Officer  
 (TITLE)  
  
 (SIGNATURE)

\_\_\_\_\_  
 David McNeil  
 (NAME)  
 Manager of Finance  
 (TITLE)  
  
 (SIGNATURE)

C. This resolution shall remain in full force and effect until rescinded by the MCE Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

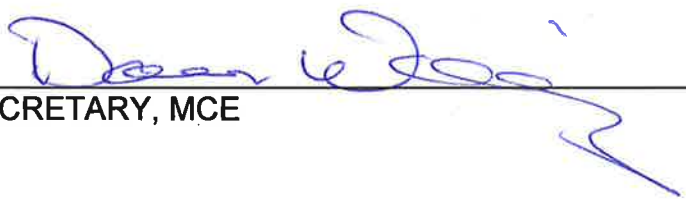
**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on this 19th day of April, 2018, by the following vote:

|                                    | AYES | NOES | ABSTAIN | ABSENT |
|------------------------------------|------|------|---------|--------|
| City of American Canyon            | ✓    |      |         |        |
| City of Belvedere                  |      |      |         | ✓      |
| City of Benicia                    |      |      |         | ✓      |
| City of Calistoga                  | ✓    |      |         |        |
| City of Concord                    | ✓    |      |         |        |
| Unincorporated Contra Costa County |      |      |         | ✓      |
| Town of Corte Madera               | ✓    |      |         |        |
| Town of Danville                   | ✓    |      |         |        |
| City of El Cerrito                 | ✓    |      |         |        |
| Town of Fairfax                    | ✓    |      |         |        |
| City of Lafayette                  | ✓    |      |         |        |
| City of Larkspur                   | ✓    |      |         |        |
| County of Marin                    | ✓    |      |         |        |
| City of Martinez                   |      |      |         | ✓      |
| City of Mill Valley                |      |      |         | ✓      |
| Town of Moraga                     | ✓    |      |         |        |
| City of Napa                       | ✓    |      |         |        |
| County of Napa                     | ✓    |      |         |        |
| City of Novato                     | ✓    |      |         |        |
| City of Oakley                     | ✓    |      |         |        |
| City of Pinole                     | ✓    |      |         |        |
| City of Pittsburg                  | ✓    |      |         |        |
| City of Richmond                   | ✓    |      |         |        |
| Town of Ross                       | ✓    |      |         |        |
| Town of San Anselmo                |      |      |         | ✓      |
| City of San Pablo                  |      |      |         | ✓      |
| City of San Rafael                 | ✓    |      |         |        |
| City of San Ramon                  | ✓    |      |         |        |
| City of Sausalito                  | ✓    |      |         |        |
| City of St. Helena                 | ✓    |      |         |        |

|                      |   |  |  |  |
|----------------------|---|--|--|--|
| Town of Tiburon      | ✓ |  |  |  |
| City of Walnut Creek | ✓ |  |  |  |
| Town of Yountville   | ✓ |  |  |  |

  
\_\_\_\_\_  
CHAIR, MCE

**Attest:**

  
\_\_\_\_\_  
SECRETARY, MCE



**DRAFT**

**Board of Directors Meeting  
Thursday, March 21, 2019  
7:00 P.M.**

**Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901  
Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94920**

**Agenda Page 1 of 2**

**ROLL CALL/QUORUM**

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 Approval of 10.18.18 Meeting Minutes
  - C.2 Approval of 1.28.19 Special Meeting Minutes
  - C.3 Approved Contracts Update
  - C.4 First Agreement with CLEAResult
6. Presentation of Charles McGlashan Award (Discussion/Action)
7. New Board Member Additions to Committees (Discussion/Action)
8. Appointment of Chief Operating Officer as MCE Treasurer (Discussion/Action)
9. Fiscal Year 2019/20 Budget (Discussion/Action)





**DRAFT**

**Board of Directors Meeting  
Thursday, March 21, 2019  
7:00 P.M.**

**Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901  
Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94920**

**Agenda Page 2 of 2**

10. Resolution No. 2019-01 Regarding LAIF Investments (Discussion/Action)
11. Amendment to MCE Policy 014: Investment Policy (Discussion/Action)
12. Second Reading of Ordinance 2018-02 Establishing an Alternative Claims Procedure (Discussion)
13. Update on MCE Community Activities and Interface (Discussion)
14. Board Matters & Staff Matters (Discussion)
15. Adjourn



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building and at One Concord Center, 2300 Clayton Road, Concord, CA 94520 at the Clayton Rd. entrance. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.org](mailto:djackson@mceCleanEnergy.org) not less than **four work days** in advance of the event.