



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA
OAKLEY | PINOLE | PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

Agenda Page 1 of 1

Executive Committee Meeting
Friday, April 6, 2018
12:00 P.M.

One Concord Center
2300 Clayton Road, Suite 650
Concord, CA 94520

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

ROLL CALL/QUORUM

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 3.2.18 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 First Agreement with Conservation Corps North Bay
5. Proposed Electric Vehicle Rates for FY 2018/19 (Discussion/Action)
6. Proposed Amendment to MCE Policy 014: Investment Policy (Discussion/Action)
7. MCE New Staff Position (Discussion/Action)
8. Review Draft 4.19.18 Board Agenda (Discussion)
9. Committee Member & Staff Matters (Discussion)
10. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, March 2, 2018

12:00 P.M.

**One Concord Center
2300 Clayton Road, Room 650
Concord, CA 94520**

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

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

Roll Call

Present: Tom Butt, City of Richmond, Committee Chair (*San Rafael*)
Barbara Coler, Town of Fairfax (*San Rafael*)
Tim Gallian, Alt. City of Concord (*Concord*)
Ford Greene, Town of San Anselmo (*San Rafael*)
Kevin Haroff, City of Larkspur (*San Francisco*)
Bob McCaskill, City of Belvedere (*San Rafael*)
Kate Sears, County of Marin (*San Rafael*)
Dave Trotter, Town of Moraga (*Concord*)

Absent: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Lisa Blackwell, Town of Danville
Federal Glover, Contra Costa County

Staff: Sarah Estes-Smith, Director of Internal Operations (*San Rafael*)
Jessica Flores-Brooks, Board Assistant (*San Rafael*)
Darlene Jackson, Board Clerk (*San Rafael*)
Sam Kang, Resource Planning (*Concord*)
Elizabeth Kelly, General Counsel (*San Rafael*)
Justin Kudo, Deputy Director of Account Services (*San Rafael*)
David McNeil, Manager of Finance (*San Rafael*)
Justine Parmelee, Internal Operations Manager (*Concord*)
Dawn Weisz, CEO (*San Rafael*)

Quorum was established and the regular Executive Committee meeting was called to order at 12:03 P.M. by Chair Tom Butt.

Agenda Item #03 – Report from the Chief Executive Officer (Discussion)

CEO Dawn Weisz shared with the Committee information regarding the following:

- Remote location participants joining from the Concord location.
- Meeting participants were reminded to state their name when speaking.
- PG&E filed their 2018 rate change which increased their generation rates. This results in MCE costs being even lower by comparison than before. MCE customers are now paying 2-5% less than they would pay with PG&E generation service. The Ad Hoc Ratesetting Committee will meet later this month to discuss any potential next steps.
- Open Season bids were due on March 1 for renewable energy. Storage and local renewable energy bids will be due in April and May.
- MCE is working with CalCCA to develop PCIA testimony that is due on April 2.
- The new Concord Office is under construction and in the meantime, we now have free use of a temporary space in the same building. Approximately 5 staff members are using the temporary space, primarily for community outreach activities. Construction includes improvements to the lighting, flooring, and some wall removal. Move in is expected on May 1.
- How we handle paper copies at meetings was revisited. It was suggested by Kate Sears that consent items be removed from the packet of printed material.

Agenda Item #04 – Consent Calendar (Discussion/Action)

- C.1 Approval of 2.2.18 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 Sixth Agreement with Braun Blaising Smith & Wynne, P.C.
- C.4 Fourth Agreement with Davis Wright Tremaine LLP
- C.5 Seventh Agreement with Jay Marshall
- C.6 Tenth Agreement with Maher Accountancy
- C.7 Eighth Agreement with Niemela Pappas & Associates
- C.8 Sixth Agreement with Troutman Sanders, LLP
- C.9 Second Agreement with Keyes & Fox, LLP
- C.10 Fifth Agreement with North Bay Office Furniture LLC

Chair Butt asked for public comment and there was none.

ACTION: It was M/S/C (Greene/Sears) to **approve Consent Calendar items C.1-C.5 and C.7-C.10.** Item C.6 was removed from the Consent Calendar to be brought to a future meeting. Motion carried by unanimous roll call vote. (Absent: Directors Athas, Bailey, Blackwell, and Glover.)

Agenda Item #05 – Proposed Time of Use Rates (Discussion/Action)

Justin Kudo, Deputy Director of Account Services, introduced this item and addressed questions from the Committee. Chair Butt asked for public comment and there was none.

ACTION: It was M/S/C (Coler/McCaskill) to **recommend that the Board adopt the Time of Use generation rates set forth in the presentation, retroactive to March 1, 2018.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, Bailey, Blackwell, and Glover.)

Agenda Item #06 – MCE Compensation Study Adjustments (Discussion/Action)

Sarah Estes-Smith, Director of Internal Operations, presented this item and addressed questions from the Committee. Following a request by Kate Sears, the meeting moved to closed session. Chair Butt asked for public comment and there was none.

ACTION: No action was taken. Staff was directed to present item to the Executive Committee at a future meeting.

Agenda Item #07 – MCE New Staff Positions (Discussion/Action)

Sarah Estes-Smith, Director of Internal Operations, presented this item and addressed questions from the Committee. Chair Butt asked for public comment and there was none.

ACTION: It was M/S/C (Sears/Greene) to 1) **approve the proposed Marketing Manager I and II job description, and salary range for the Marketing Manager I,** and 2) **approve the proposed Power Settlements Analyst I and II job descriptions and salary ranges for the positions.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, Bailey, Blackwell, and Glover.)

Agenda Item #08 – Updating Procurement Authorities (Discussion/Action)

Elizabeth Kelly, General Counsel, presented this item and addressed questions from the Committee. Chair Butt asked for public comment and there was none.

ACTION: It was M/S/C (Sears/Greene) to 1) **adopt proposed Resolution No. 2018-03 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority,** and 2) **adopt proposed Resolution No. 2018-04 Designating the Chief Executive Officer as Purchasing Agent and Delegating Purchasing Agent Authority.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, Bailey, Blackwell, and Glover.)

Agenda Item #09 – MCE Joint Powers Agreement and Local Planning Obligations (Discussion)

Elizabeth Kelly, General Counsel, presented this item and addressed questions from the Committee. Chair Butt asked for public comment and there was none.

ACTION: No action required.

Agenda Item #10 – Review Draft 3.15.18 Board Agenda (Discussion)

Chair Butt asked for public comment and there was none.

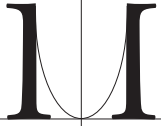
ACTION: No action required.

The meeting was adjourned at 1:58 P.M. to the next scheduled Executive Committee Meeting on April 6, 2018.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



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

Financial Plumblime

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 February 28, 2018, 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 Marin Clean Energy.

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
March 22, 2018



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through February 28, 2018**

	Actual - from April 1 through February 28		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)	\$ 164,605,823	\$ 186,682,718	\$ 195,277,686	\$ (8,594,968)	(4.4%)	\$ 209,162,000	\$ 22,479,282
Other revenue	218,388	193,179	9,167	184,012	2,007.4%	10,000	(183,179)
TOTAL ENERGY REVENUE	<u>164,824,211</u>	<u>186,875,897</u>	<u>195,286,853</u>	<u>(8,410,956)</u>	(4.3%)	<u>209,172,000</u>	<u>22,296,103</u>
ENERGY EXPENSES							
Cost of energy	139,202,231	171,158,060	169,735,418	1,422,642	0.8%	183,194,000	12,035,940
TOTAL ENERGY EXPENSES	<u>139,202,231</u>	<u>171,158,060</u>	<u>169,735,418</u>	<u>1,422,642</u>	0.8%	<u>183,194,000</u>	<u>12,035,940</u>
NET ENERGY REVENUE	<u>25,621,980</u>	<u>15,717,837</u>	<u>25,551,434</u>	<u>(9,833,597)</u>		<u>25,978,000</u>	
OPERATING EXPENSES							
Personnel	4,151,511	5,159,746	6,035,333	(875,587)	(14.5%)	6,584,000	1,424,254
Data manager	3,022,019	3,299,612	3,476,705	(177,093)	(5.1%)	3,794,000	494,388
Service fees- PG&E	1,030,695	1,250,845	1,362,645	(111,800)	(8.2%)	1,487,000	236,155
Technical and scheduling services	523,945	630,692	732,305	(101,613)	(13.9%)	806,000	175,308
Legal counsel	534,889	489,516	737,000	(247,484)	(33.6%)	804,000	314,484
Communications services and related expenses	923,437	836,559	1,806,750	(970,191)	(53.7%)	1,971,000	1,134,441
Other services	316,725	487,563	1,357,583	(870,020)	(64.1%)	1,481,000	993,437
General and administration	366,220	584,971	781,917	(196,946)	(25.2%)	853,000	268,029
Occupancy	353,989	477,751	631,583	(153,832)	(24.4%)	689,000	211,249
Integrated demand-side pilot programs	7,090	29,125	197,083	(167,958)	(85.2%)	215,000	185,875
Marin County green business program	10,000	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	17,800	40,000	36,667	3,333	9.1%	40,000	-
TOTAL OPERATING EXPENSES	<u>11,258,320</u>	<u>13,286,380</u>	<u>17,165,571</u>	<u>(3,879,191)</u>	(22.6%)	<u>18,734,000</u>	<u>5,447,620</u>
OPERATING INCOME (LOSS)	<u>14,363,660</u>	<u>2,431,457</u>	<u>8,385,864</u>	<u>(5,954,407)</u>		<u>7,244,000</u>	
NONOPERATING REVENUES							
Grant Income			118,833	(118,833)	0.00%	713,000	713,000
Interest income	89,470	284,238	119,167	165,071	138.5%	130,000	(154,238)
TOTAL NONOPERATING REVENUES	<u>89,470</u>	<u>284,238</u>	<u>238,000</u>	<u>46,238</u>		<u>843,000</u>	<u>558,762</u>
NONOPERATING EXPENSES							
Interest expense and financing costs	32,515	40,000	168,000	(128,000)	(76.2%)	168,000	128,000
Depreciation (supplemental)	84,432	103,533	110,917	(7,384)	(6.7%)	121,000	17,467
TOTAL NONOPERATING EXPENSES	<u>116,947</u>	<u>143,533</u>	<u>278,917</u>	<u>(135,384)</u>		<u>289,000</u>	<u>145,467</u>
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(27,477)</u>	<u>140,705</u>	<u>(40,917)</u>	<u>181,622</u>	(443.9%)	<u>554,000</u>	
CHANGE IN NET POSITION	<u>14,336,183</u>	<u>2,572,162</u>	<u>8,344,947</u>	<u>(5,772,785)</u>		<u>7,798,000</u>	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	116,745	181,553	682,000	(500,447)	(73.4%)	744,000	562,447
Depreciation (supplemental)	(84,432)	(103,533)	(110,917)	7,384	(6.7%)	(121,000)	(17,467)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-		-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	0.0%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>1,205,313</u>	<u>264,020</u>	<u>757,083</u>	<u>(493,063)</u>	(65.1%)	<u>809,000</u>	<u>544,980</u>
Net increase (decrease) in available fund balance	<u>\$ 13,130,870</u>	<u>\$ 2,308,142</u>	<u>\$ 7,587,864</u>	<u>\$ (5,279,722)</u>		<u>\$ 6,989,000</u>	

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND**

**BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through February 28, 2018**

	<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	\$ 1,233,864	\$ 457,136	72.97%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>130,532</u>	<u>1,619,468</u>	7.46%
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>1,364,396</u>	<u>2,076,604</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	1,233,864	457,136	72.97%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>130,532</u>	<u>1,619,468</u>	7.46%
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>1,364,396</u>	<u>2,076,604</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through February 28, 2018**

	<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>38,356</u>	<u>147,644</u>	20.62%
Net increase (decrease) in fund balance	<u>\$ -</u>	147,644		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>147,644</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through February 28, 2018**

	<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	\$ 800,000	\$ 777,962	\$ 761,350	
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 February 28, 2018

	<u>Actual</u>
Other services	
Audit	\$ 36,496
Accounting	136,092
IT Consulting	97,250
Human resources & payroll fees	13,531
Miscellaneous professional fees	204,194
	<u> </u>
Other services	<u><u>\$ 487,563</u></u>
General and administration	
Data and telephone service	\$ 33,899
Meeting room rentals	6,996
Office equipment lease	5,887
Dues and subscriptions	266,720
Conferences and professional education	50,747
Travel	60,633
Business meals	7,957
Interest and late fees	1,143
Miscellaneous administration	85,801
Office supplies and postage	65,188
	<u> </u>
General and administration	<u><u>\$ 584,971</u></u>



April 6, 2018

TO: MCE Executive Committee

FROM: Grace Peralta, Residential Program Manager

RE: First Agreement with Conservation Corps North Bay (Agenda Item #04 - C.3)

ATTACHMENT: Proposed First Agreement with Conservation Corps North Bay

Dear Executive Committee Members:

SUMMARY:

The proposed First Agreement with Conservation Corps North Bay would provide MCE with a team of local workers to complete the direct installation of energy and water conservation measures in multifamily resident units.

Background:

Since 2013, MCE's Multifamily Energy Savings Program has been providing direct installation services of energy and water conservation measures in multifamily resident units. With the launch of its Low-Income Families and Tenants Pilot (LIFT) Program, MCE sought to streamline direct installation services for both programs through a single entity. Services would include developing a direct install team, completing direct installation of energy efficiency, safety, and water conservation measures, and conducting community outreach and income verification.

The proposed First Agreement is the result of a Request for Proposals (RFP) process. Conservation Corps North Bay (CCNB) provides year-round green jobs training, education, and wrap-around support services to approximately 200 low-income youth and young adults (ages 18-30) each year from some of the Bay Area's most underserved communities such as San Rafael's Canal District, Marin City, and Richmond. Their mission is to develop youth and conserve natural resources for a strong, sustainable community.

Under the proposed First Agreement, services would be provided by CCNB during the contract term beginning April 6, 2018 and ending on December 31, 2019. The maximum cost to MCE under the Agreement would be \$275,000.

Fiscal Impact: The proposed budget of \$275,000 would be covered entirely from CPUC energy efficiency and energy savings assistance funds and has no impact on MCE's operating budget.

Recommendation: Approve the proposed First Agreement with Conservation Corps North Bay.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND CONSERVATION CORPS NORTH BAY**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **April 6, 2018** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and CONSERVATION CORPS NORTH BAY, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: direct installation services for MCE's Multifamily Energy Savings and Low-Income Family and Tenants (LIFT) Pilot Programs;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

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 **\$275,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 6, 2018** and shall terminate on **December 31, 2019**. 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: Terri Thomas

 Address: 27 Larkspur Street

 San Rafael, CA 94901-4820

 Email Address: tthomas@ccnorthbay.org

 Telephone No.: (415) 454-4554

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: _____ Section 3 _____

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following direct installation services for MCE's Multifamily Energy Savings and Low-Income Family and Tenants (LIFT) Pilot Programs, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

- Contractor will recruit and screen Direct Install (DI) crew members, including performing background checks, as permitted by California law.
- Contractor will attend an initial training provided by MCE to ensure that Contractor has a thorough understanding of the needs and offerings of MCE's Multifamily Program and LIFT Pilot, and the roles and responsibilities involved in carrying out the DI service for both programs. This training will include an introduction to energy efficiency, customer service, and LIFT Pilot eligibility criteria. As the Contractor identifies additional training necessary, Contractor will work with MCE to deliver training.
- Contractor will provide a DI crew consisting of a Supervisor and up to 8 Corps members to complete a project.
- When installing materials, Contractor will meet the quality control standards established by MCE.
- Contractor's DI crews will complete direct installation of efficiency, conversation, and safety measures as identified in the walk-through energy assessment and as desired by the multifamily property owner.
- Contractor will assist MCE staff or MCE's implementer to coordinate and schedule direct installations.
- Contractor will handle storage and transport of DI materials to the worksite and will provide monthly inventories of materials on hand to MCE.
- Contractor will communicate ordering needs to MCE in a timely manner to ensure adequate supplies are maintained. Contractor will pick up supplies locally and store as needed.
- Contractor will report on success of programs on a bi-weekly basis.
- Upon termination of this Agreement, Contractor will facilitate proper closeout processes including, but not limited to, final inventory count of DI materials, all DI materials returned to MCE's storage facility, and any outstanding reports delivered to MCE.

Assumptions and Understandings

- MCE will provide staff support as needed, depending on the size of the property.
- Contractor will not be responsible for coordination between it and the property.
- MCE to provide initial training to ensure that Contractor has a thorough understanding of the needs and offerings of MCE's Multifamily Program and LIFT Pilot, and the roles and responsibilities involved in carrying out the DI service for both programs. This training will include an introduction to energy efficiency, customer service, and LIFT Pilot eligibility criteria. As Contractor identifies additional training necessary, Contractor will work with MCE to deliver training.

**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:

Rates:

Hourly Rates for Crewmembers in 2018		
	Straight Time	Overtime
Corps member	\$31.75	\$47.63
Supervisor	\$62.75	\$94.13

Hourly Rates for Crewmembers in 2019		
	Straight Time	Overtime
Corps member	\$32.75	\$49.13
Supervisor	\$64.75	\$97.13

Program Budget:

Contractor will provide DI services for MCE's LIFT Program and Multifamily Energy Savings Program in 2018 and 2019. Below is MCE's line-item budget for program expenditures, allocated for each program for 2018 and 2019. Contractor shall bill within these line-items and not exceed the budget established for that line-item each year. Upon written request of the Contractor, and written approval of MCE, funds may shift, as needed, between line-items and years, depending upon budget availability, to accomplish the scope of services outlined in this Agreement.

Budget Line Item	2018 Budget		2019 Budget	
	LIFT Program	Multifamily Energy Savings Program	LIFT Program	Multifamily Energy Savings Program
Administration	\$5,000	\$5,000	\$5,000	\$5,000
Direct Implementation	\$72,500	\$45,000	\$72,500	\$45,000
Marketing, Education and Outreach	\$10,000	\$0	\$10,000	\$0
Totals:	\$87,500	\$50,000	\$87,500	\$50,000
	<u>2018 Total: \$137,500</u>		<u>2019 Total: \$137,500</u>	

Contractor shall bill MCE monthly. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$275,000** for the term of the Agreement.



April 6, 2018

TO: MCE Executive Committee

FROM: David McNeil, Manager of Finance

RE: Proposed Amendment to MCE Policy 014: Investment Policy (Agenda Item #06)

ATTACHMENTS: A. MCE Policy 014: Investment Policy
B. Proposed Amended MCE Policy 014: Investment Policy
C. Proposed Resolution-2018-05 Authorizing Investment of Monies in the Local Agency Investment Fund

Dear Executive Committee Members:

SUMMARY:

In April 2016 your Board approved MCE Policy 014: Investment Policy to guide the investment of MCE's cash and investments. The objectives of the Investment Policy are to ensure the safety and liquidity of MCE funds while earning a market rate of return. MCE's current Investment Policy allows for the investment of funds in commercial bank checking and savings accounts, certificates of deposit, and in the California State Treasury's Local Agency Investment Fund (LAIF). To date, all of MCE's funds have been invested in savings and checking accounts at River City Bank.

In March 2018 your Board approved the FY 2018/19 Operating Fund Budget which is expected to increase funds available for investment from approximately \$10 million in April 2018 to \$60 million by December 2018.

The proposed amendments to MCE's Investment Policy would expand eligible investments to include US Treasury obligations with an average term to maturity not exceeding five years. Treasury obligations are safe and liquid investments and are expected to provide a rate of return above rates offered by River City Bank or LAIF. Other proposed changes to the Investment Policy relate to the purchase and custody of US Treasury obligations and include the requirement to obtain competitive bids from broker dealers where practical, the requirement to obtain the services of a custodian that is independent of the broker dealers with which MCE transacts, and reporting and audit requirements.

The proposed amendments to MCE's Investment Policy would also limit the average remaining term to maturity of all funds (including bank deposits, certificates of deposit and Treasury obligations) to 36 months. The Manager of Finance would allocate funds between eligible investments in a manner that ensures safety, liquidity and a market

return on investments. The value of investments in certificates of deposit would not exceed 10% of all funds.

Market Risk

In general, when interest rates rise, prices of US Treasury obligations fall. Increasing the average term to maturity of MCE's investments increases the risk that the market value of MCE's investments in Treasury obligations may fall below their purchase price. Should MCE sell Treasury obligations prior to their maturity, MCE may incur a loss. This risk is inherent in investments in Treasury obligations.

As part of the treasury management function, MCE intends to hold a minimum of 30 days of cash in bank deposits, which is more than adequate to meet its working capital requirements. MCE also has a \$25 million bank line of credit which is currently unused. Investments in Treasury obligations would be purchased with the intent of holding them to maturity and would only be sold prior to maturity should an unexpected or emergency event occur. Staff believe that Treasury obligations offer an acceptable risk-adjusted rate of return. Investing in these instruments would enable MCE to diversify its investment holdings and reduce custodial credit risk arising from the concentration of investments with a single party.

Proposed Resolution 2018-05 Authorizing Investment of Monies in LAIF

The California State Treasury requires the adoption of the attached proposed Resolution in order for MCE to transact with LAIF. The proposed Resolution is administrative in nature.

Fiscal Impacts: Interest rates vary on a daily basis and the incremental return on investments arising from amendments to the Investment Policy cannot be determined with certainty. Based on current market interest rates, the proposed amendments to the Investment Policy could result in incremental returns of \$425,000 in FY 2018/19 and over \$1 million in FY 2019/20.

Recommendation: Recommend to your Board for approval at its next meeting the (i) proposed amended MCE Policy 014: Investment Policy and (ii) Proposed Resolution 2018-05 Authorizing Investment of Monies in the Local Agency Investment Fund.



POLICY 014: Investment Policy

This Investment Policy establishes guidelines for the management of cash, deposits and investments (together, “funds”) at MCE. When managing funds, MCE’s primary objectives, in order of importance, shall be to safeguard the principal of the funds, meet the liquidity needs of MCE and achieve a return on investment on funds in MCE’s control.

Safety: Safety of principal is the foremost objective of cash and investment management activities. The investment of funds shall be undertaken in a manner that seeks to ensure the preservation of principal.

Liquidity: The funds of the agency shall remain sufficiently liquid to meet all operating needs that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the investment of funds in deposits or instruments available on demand is recommended.

Return on Investment: The deposit and investment portfolio shall be designed with the objective of attaining a market rate of return throughout the economic cycle taking into account risk and liquidity constraints. The return on deposits and investments is of secondary importance compared to the safety and liquidity objectives described above.

Standard of Care

MCE will manage funds in accordance with the Prudent Investor Standard pursuant to California Government Code 53600.3.1: “Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.” The responsibility to manage is delegated to the Finance and Project Manager or in lieu thereof the Chief Executive Officer.

Authorized Investments

The following types of investments are permitted;

Deposits at Bank(s): Funds may be invested in non-interest bearing depository accounts to meet MCE’s operating and collateral needs and grant requirements. Funds not needed for

these purposes will be invested in interest bearing depository accounts or certificates of deposit with maturities not to exceed six months.

Banks eligible to receive deposits will be federally or state chartered and will conform to Government Code 53635.2 which requires that banks "have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code."

FDIC Insurance coverage in the United States is \$250,000 per Tax ID Number. As per California Government Code 53652, banks must collateralize the deposits of public agencies in an amount equal to no less than 110% of the value of the deposits.

Local Agency Investment Fund (LAIF): Funds may be invested in the Local Agency Investment Fund. The LAIF was established by the California State Treasurer for the benefit of local agencies. Statutory requirements of the Local Agency Investment Fund include:

California Government Code 16429.1

- a. There is in trust in the custody of the Treasurer the Local Agency Investment Fund, which fund is hereby created. The Controller shall maintain a separate account for each governmental unit having deposits in this fund.
- e. The local governmental unit, the nonprofit corporation, or the quasi-governmental agency has the exclusive determination of the length of time its money will be on deposit with the Treasurer.
- j. Money in the fund shall be invested to achieve the objective of the fund which is to realize the maximum return consistent with safe and prudent treasury management.
- i. Immediately at the conclusion of each calendar quarter, all interest earned and other increment derived from investments shall be distributed by the Controller to the contributing governmental units or trustees.... An amount equal to the reasonable costs incurred in carrying out the provisions of this section, not to exceed a maximum of 5 percent of the earnings of this fund and not to exceed the amount appropriated in the annual Budget Act for this function, shall be deducted from the earnings prior to distribution.

California Government Code 16429.4

The right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year.

Annual Review

The Investment Policy will be reviewed annually by the Finance and Project Manager. Any changes to the Investment Policy will be submitted to the Board for approval.



POLICY 014: Investment Policy

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The responsibility to manage funds is delegated to the ~~Finance and Project~~ Manager of Finance or in lieu thereof the Chief Executive Officer.

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FDIC Insurance coverage in the United States is \$250,000 per Tax ID Number. As per California Government Code 53652, banks must collateralize the deposits of public agencies in an amount equal to no less than 110% of the value of the deposits. The Manager of Finance will monitor the credit quality of eligible banks to ensure the safety of MCE deposits.

Local Agency Investment Fund (LAIF): Funds may be invested in the Local Agency Investment Fund. The LAIF was established by the California State Treasurer for the benefit of local agencies. Statutory requirements of the Local Agency Investment Fund include:

California Government Code 16429.1

- a. There is in trust in the custody of the Treasurer the Local Agency Investment Fund, which fund is hereby created. The Controller shall maintain a separate account for each governmental unit having deposits in this fund.
- e. The local governmental unit, the nonprofit corporation, or the quasi-governmental agency has the exclusive determination of the length of time its money will be on deposit with the Treasurer.
- j. Money in the fund shall be invested to achieve the objective of the fund which is to realize the maximum return consistent with safe and prudent treasury management.
- i. Immediately at the conclusion of each calendar quarter, all interest earned and other increment derived from investments shall be distributed by the Controller to the contributing governmental units or trustees.... An amount equal to the reasonable costs incurred in carrying out the provisions of this section, not to exceed a maximum of 5 percent of the earnings of this fund and not to exceed the amount appropriated in the annual Budget Act for this function, shall be deducted from the earnings prior to distribution.

California Government Code 16429.4

The right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year.

US Treasury Obligations: Funds may be invested in United States Treasury obligations with a term to maturity not exceeding 5 years subject to the limitations set forth in Sections 53601 et seq. and 53635 et seq. of the California Government Code.

Investment Portfolio Management

The average term to maturity of funds shall not exceed 36 months. The Manager of Finance will allocate funds among authorized investments consistent with the objectives and standards of care outlined in this Policy. In no event will certificates of deposit exceed 10% of total funds.

Bids and Purchase of Securities

Prior to the purchase of an investment pursuant to this Policy the persons authorized to make investments shall assess the market and market prices using information obtained from available sources including investment services, broker/dealers, and the media. A competitive bid process, when practical, will be used to place all investment purchases and sales transactions.

Brokers

Broker/dealers shall be selected by the Chief Executive Officer upon recommendation by the Manager of Finance. Selection of broker/dealers shall be based upon the following criteria: the reputation and financial strength of the company or financial institution and the reputation and expertise of the individuals employed. The Chief Executive Officer shall be prohibited from selecting any broker, brokerage firm, dealer, or securities firm that has, within any 48-consecutive month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board to any member of the MCE Board, or any candidate for those offices. The broker/dealers shall be provided with and acknowledge receipt of the Investment Policy.

Losses

Losses are acceptable on a sale before maturity and may be taken if required to meet the liquidity needs of the agency or if the reinvestment proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the original investment, considering any investment loss or foregoing interest on the original investment.

Delivery and Safekeeping

Delivery of all securities shall be through a third party custodian. No security shall be held in safekeeping by the broker/dealer from whom it was purchased. Settlement payment in a securities transaction will be against delivery only, and a Due Bill or other substitution will not be acceptable. The Director of Operations or their designee shall review all confirmations for conformity with the original transaction.

Conflict of Interest

Staff shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other person with whom the MCE conducts business, that are in violation of *state law*.

Audits

MCE's funds shall be subject to a process of independent review by its external auditors. MCE's external auditors shall review the investment portfolio in connection with the annual audit for compliance with the statement of investment policy pursuant to Government Code Section 27134. The results of the audit shall be reported Manager of Finance and the Ad Hoc Audit Committee.

Reports

The Manager of Finance and designated staff will perform a monthly review of the investment function. The Manager of Finance shall prepare periodic reports listing all funds, the average days to maturity and yield of investments and provide such reports to the Executive Committee.

Annual Review

The Investment Policy will be reviewed annually by the ~~Finance and Project~~ Manager of Finance. Any changes to the Investment Policy will be submitted to the Board for approval.

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				
The Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
The 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



April 6, 2018

TO: MCE Executive Committee

FROM: Elizabeth Kelly, General Counsel
Katie Gaier, Manager of Human Resources

RE: New MCE Staff Position (Agenda Item # 07)

ATTACHMENTS: A. Existing and Proposed Reporting Structure
B. Job Description – Director of Regulatory and Legislative Policy
C. Salary Analysis for Director of Regulatory and Legislative Policy

Dear Executive Committee Members:

SUMMARY:

MCE's regulatory and legislative affairs are currently conducted under the authority of the General Counsel. However, several changes have occurred that point to a need for the regulatory and legislative scope of work to function as its own division reporting to the CEO. Based on the information presented below, staff proposes to have the regulatory and legislative policy division report directly to the CEO.

With the growth of CCA in the state and the launch of CalCCA, the CCA trade association, coordination of regulatory and legislative affairs statewide has become more complex and has involved extensive CEO engagement. Over the past five years, the General Counsel has developed a sub-team of regulatory and legislative experts led by the Deputy General Counsel – Regulatory and Legislative Policy.

Based upon current MCE structural changes with a Chief Operating Officer expected to begin in May 2018, staff recommends that the position of Director of Regulatory and Legislative Policy be created and that the incumbent report directly to the CEO. If approved, this position would be filled by internal promotion. The reporting structure is set forth in Attachment A. The proposed job description for the role is set forth in Attachment B.

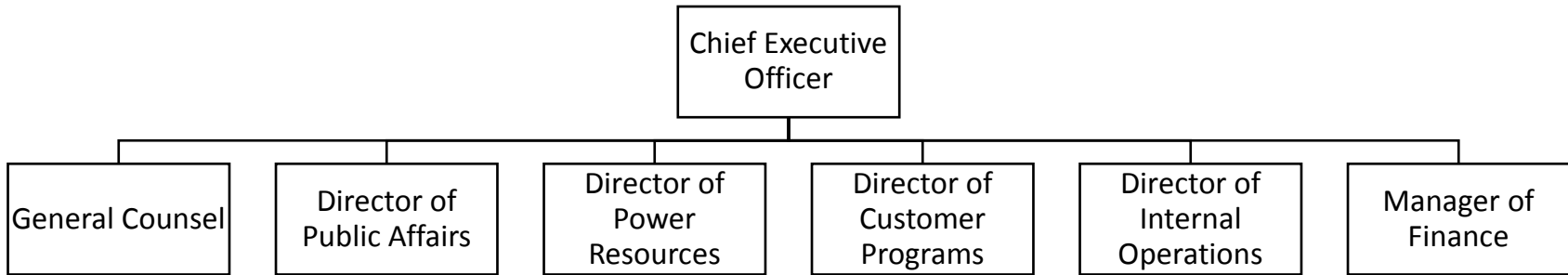
Based on the salary analysis for the role set forth in Attachment C, it is recommended that the salary range for the position be set at \$160,180-\$252,613. This range is primarily based on internal comparisons of salary ranges. While MCE referenced the salaries and salary ranges of other CCAs, generally those positions reflect single individuals operating regulatory and legislative matters rather than a staff of policy attorneys, and they are not also responsible for other regulatory matters that MCE pursues such as energy efficiency programs.

Fiscal Impact: Approval of the proposed job description and salary range would not have a fiscal impact.

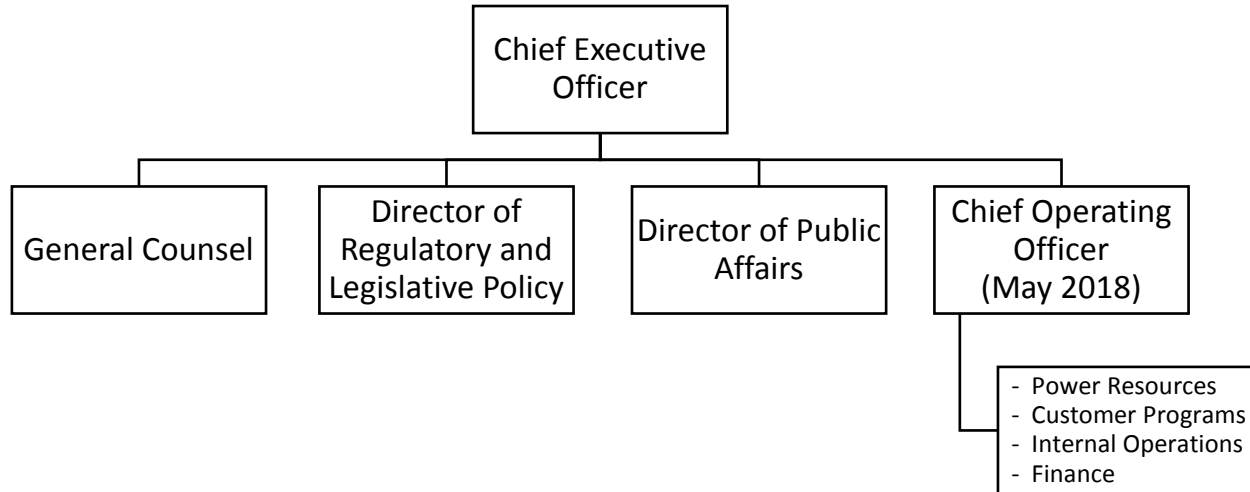
Recommendation: Approve the proposed Director of Regulatory and Legislative Policy job description and salary range.

Attachment A – Existing and Proposed Reporting Structures

Existing Reporting Structure



Proposed Reporting Structure





JOB DESCRIPTION

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DIRECTOR OF REGULATORY AND LEGISLATIVE POLICY

SUMMARY

The Director of Regulatory and Legislative Policy works under direction from the Chief Executive Officer and serves as policy head for regulatory and legislative matters for MCE, works closely with local and state representatives, MCE Board members, lobbyists and external legal counsel, and performs related work as assigned.

CLASS CHARACTERISTICS

The Director of Regulatory and Legislative Policy is the lead staff member for regulatory and legislative matters. The Director of Regulatory and Legislative Policy works closely with local and state representatives and lobbyists in promoting MCE's interest at the state level at the legislature and California regulatory agencies. The Director of Regulatory and Legislative Policy develops written and oral advice for the Chief Executive Officer, the General Counsel, and the Board of Directors on key legal and policy matters related to regulatory agencies and legislative policy developments and performs managerial and project management tasks. The Director of Regulatory and Legislative Policy directs, represents, and oversees the representation of MCE before various regulatory agencies in matters affecting community choice aggregators (CCAs) and other electric utilities. The Director of Regulatory and Legislative Policy engages in ratemaking proceedings, investigations, rulemakings, compliance matters, and proposed legislation; drafts applications, briefs, legal memoranda, and discovery requests/responses; supervises the preparation of the testimony and exhibits of expert witnesses; examines and cross-examines witnesses and presents oral argument; and participates in negotiations and settlement discussions. The Director of Regulatory and Legislative Policy develops legislative and regulatory policies and strategies and works with internal staff and external contractors to implement proposed legislative and regulatory activities.

SUPERVISORY RESPONSIBILITIES

The Director of Regulatory and Legislative Policy supervises MCE's regulatory and legislative program, including but not limited to staff members such as Policy Counsel and Policy Analyst, and directs legal resources and other external professional service providers, such as lobbyists.

ESSENTIAL DUTIES AND RESPONSIBILITIES (ILLUSTRATIVE ONLY)

- Renders legal advice, administers legal services, and directs and works collaboratively with internal staff and external counsel and contractors regarding

a variety of regulatory and legislative issues affecting MCE.

- Directs, represents, and oversees representation of MCE in energy-related administrative proceedings before regulatory agencies.
- Develops and reviews legislative policies and recommends positions on bills.
- Represents and oversees representation of MCE before local and state representatives and the state legislature.
- Supervises and manages staff assigned to regulatory and legislative duties.
- Communicates with MCE's CEO, General Counsel, and Board of Directors on regulatory and legislative developments.
- Participates in MCE management activities, including assisting in strategic planning, budget and forecast analysis, contractual reporting, annual audit, and other tasks as required.
- As assigned, assists with the implementation of MCE's Strategic Plan.

BREAK-DOWN OF TIME SPENT ON VARIOUS WORK AREAS

- Regulatory and Legislative Policy 75%
- Managerial and Project Management 25%

MINIMUM QUALIFICATIONS

Experience/Education

- Juris Doctor degree from an accredited university; supplemented by seven (7) years of progressively responsible experience as an attorney working on complex regulatory, legislative or energy matters at a law firm, non-profit organization, or as in-house counsel. Current active membership in the State Bar of California is required.

Knowledge of:

- California electric utility regulatory issues and regulatory practices and procedures.
- California legislative processes, legislative advocacy and negotiation with decision-makers.
- Policy issues such as competitive neutrality, local governance and cost allocation.
- Principles and practices of supervision in a public agency.
- Excel, Word, Adobe Acrobat, and PowerPoint.

Language and Reasoning Skills

- Develop high-quality writing, research and communication work products.
- Deliver clear and persuasive oral communication.
- Interact effectively with administrative and legislative bodies and MCE's Chief Executive Officer and Board of Directors.
- Apply robust analytical and problem-solving skills.
- Utilize strong time management, project management, dispute resolution and interpersonal relations skills.

Ability to:

- Collaborate and/or negotiate with a wide range of stakeholders, including decision-makers, staff of decision-makers, non-profit and advocacy organizations, community organizations, MCE staff, and others.
- Exercise sound judgment, creative problem solving, and commercial awareness.
- Focus, direct and manage the efforts of subordinate staff members and external

- regulatory and legislative resources.
- Simultaneously manage staff on multiple priorities and issue areas across regulatory agencies and the legislature.
 - Manage multiple priorities and quickly adapt to changing priorities in a fast-paced dynamic environment.
 - Take responsibility and work independently, as well as coordinate team efforts.
 - Be thorough and detail-oriented.
 - Work accurately and swiftly under pressure.
 - Demonstrate patience, tact, and courtesy.
 - Establish and maintain effective working relationships with those encountered during the performance of duties.
 - Set and manage budgets for team staffing and external resources.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand.

The employee must occasionally lift and/or move up to 20 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

This position requires frequent travel both daytime and evenings and the ability to work at any MCE office.

ADA COMPLIANCE

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

Attachment C – Salary Analysis for Director of Regulatory and Legislative Policy

Internal Salary Comparators

General Counsel	\$201,580-\$276,097
Chief Operating Officer	\$169,364-\$283,873
Director of Regulatory and Legislative Policy	\$160,180-\$252,613 (proposed)
Deputy General Counsel – Regulatory and Legislative Policy	\$151,113-\$229,129

Comparators at Other CCAs

Entity – Role	Salary	Number of Customers	Number of Staff	Annual Budget
MCE – Director of Regulatory and Legislative Policy	\$160,180-\$252,613 (proposed)	225,543	47	\$385M
Peninsula Clean Energy – Director of Regulatory and Legislative Affairs	\$175,000	290,000	14	\$250M
East Bay Community Energy – Director of Regulatory and Legislative Affairs	\$175,000	600,000	9	NA-part of Alameda Co budget until June
Silicon Valley Clean Energy – General Counsel and Director of Governmental Affairs	\$190,000-\$299,000	242,500	21	\$250M



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DRAFT

Board of Directors Meeting

Thursday, April 19, 2018

7:00 P.M.

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

**One Concord Center
2300 Clayton Road, Suite 650
Concord, CA 94520**

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 Approval of 3.15.18 Meeting Minutes
 - C.2 Approved Contracts Update
5. Proposed Amendment to MCE Policy 014: Investment Policy (Discussion/Action)
6. Proposed MCE Policy 015: Energy Risk Management Policy (Discussion/Action)
7. Proposed Electric Vehicle Rates for FY 2018/19 (Discussion/Action)





MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA
OAKLEY | PINOLE | PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

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8. Board Member & Staff Matters (Discussion)
9. Adjourn

