



**Marin Energy Authority
Board Meeting
Thursday, March 7, 2013
7:00 P.M.**

Dawn Weisz
Executive Officer

Damon Connolly
Chair
City of San Rafael

Kathrin Sears
Vice Chair
County of Marin

Tom Cromwell
City of Belvedere

Alexandra Cock
Town of Corte Madera

Larry Bragman
Town of Fairfax

Len Rifkind
City of Larkspur

Ken Wachtel
City of Mill Valley

Denise Athas
City of Novato

Tom Butt
City of Richmond

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

781 Lincoln Avenue
Suite 320
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.com

**San Rafael Corporate Center, Tamalpais Room
750 Lindero Street, San Rafael, CA 94901**

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- 1. Board Announcements (Discussion)**
- 2. Public Open Time (Discussion)**
- 3. Report from Executive Officer (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
 - C.1 2.7.13 Board Meeting Minutes**
 - C.2 Monthly Budget Report**
 - C.3 Third Agreement with APCO Worldwide**
 - C.4 Second Agreement with CivicActions, Inc.**
 - C.5 Fourth Agreement with Descom Studios**
 - C.6 Fourth Agreement with Douglass & Liddell**
 - C.7 Second Agreement with Ellison, Schneider & Harris**
 - C.8 Fourth Agreement with Green Ideals**
 - C.9 Second Agreement with Jay Marshall**
 - C.10 Second Addendum to Second Agreement with Kames Geraghty**
 - C.11 First Agreement with Kames & Associates**
 - C.12 Third Agreement with Katie Gaier**
 - C.13 Third Agreement with Lehman, Levi Pappas & Sadler**
 - C.14 Fifth Agreement with Maher Accountancy**
 - C.15 Fifth Agreement with Milbank, Hadley, Tweed & McCloy**
 - C.16 Fourth Agreement with Richards, Watson & Gershon**
 - C.17 Third Agreement with Sam Long**



Agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive, San Rafael, CA 94903. 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 MEA 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.com not less than **four work days** in advance of the event.



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- 5. Resolution 2013-01 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Richard Collins (Discussion/Action)**
- 6. Resolution 2013-02 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Thomas Cromwell (Discussion/Action)**
- 7. Resolution 2013-03 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Jonathan Leone (Discussion/Action)**
- 8. Addition of Board Member(s) to the Technical Committee (Discussion/Action)**
- 9. Energy Efficiency Program Update (Discussion)**
- 10. Agreement with Rising Sun Energy for Energy Efficiency Services (Discussion/Action)**
- 11. Agreement with Community Energy Services Corporation for Energy Efficiency Services (Discussion/Action)**
- 12. Communications Update (Discussion)**



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13. Approval of MEA Budget for FY14 (Discussion/Action)

14. Resolution 2013-04 of the Board of Directors of the Marin Energy Authority Authorizing the Executive Officer to Enter Into and Execute Contracts (Discussion/Action)

15. Regulatory Update (Discussion)

16. Board Member & Staff Matters (Discussion)

17. Adjourn



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----- Forwarded message -----

From: **Walt Bilofsky** <bilofsky@toolworks.com>

Date: Tue, Feb 19, 2013 at 4:00 PM

Subject: [info] Comment on Proposed Electric Rates (March Board Agenda)

To: info@marinenergy.com

Dear Chair Connolly and Directors:

My thanks to Mr. Kudo for sending me a copy of the proposed electric rates, which I support.

I am particularly appreciative of the adjustment to RES-7 summer peak which closes most of the gap with PG&E, thus repairing a disadvantage for your early adopter solar NEM customers.

I installed solar PV on my house in 2006. That year I filed a protest with the PUC against PG&E's first, solar-hostile E-6 tariff, and later provided technical modeling support to a solar industry and advocacy coalition which intervened in the 2007 General Rate Case, obtaining a less disadvantageous rate.

So I know the importance of a carefully crafted rate structure to the economic viability of solar PV.

I was an early and strong supporter of MCE because you have the opportunity, the will and the mandate to implement solar-friendly rates and policies for Marin. I have seen MCE listen to the solar community and then do more to support us in months than PG&E takes years to do.

I am upset that PG&E has taken rate tiers over to the tariffs' transmission side, which they control, because this deprives CCAs of a valuable tool to implement environmental public policies desired by the communities they represent.

If PG&E is structuring rates in a way that does not represent costs, but rather games the system to thwart the will of the voters in defeating Prop. 16, I'd like to read about that in the papers.

Sunshine is not only the best source of electricity. It's the best disinfectant.

Respectfully,

Walt Bilofsky
P.O. Box 111
Corte Madera, CA 94976

**MARIN ENERGY AUTHORITY
BOARD MEETING
THURSDAY, February 7, 2013
7:00 P.M.
SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM
750 LINDARO STREET, SAN RAFAEL, CA 94901**

Roll Call

Present: Damon Connolly, City of San Rafael, Chair
Kathrin Sears, County of Marin
Tom Cromwell, City of Belvedere
Alexandra Cock, Town of Corte Madera
Len Rifkind, City of Larkspur
Denise Athas, City of Novato
Ken Wachtel, City of Mill Valley
Ford Greene, Town of San Anselmo
Carla Small, Town of Ross
Ray Withy, City of Sausalito
Emmett O'Donnell, Town of Tiburon

Absent: Larry Bragman, Town of Fairfax
Tom Butt, City of Richmond

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
John Dalessi, Operations & Development
Kirby Dusel, Resource Planning & Renewable Energy Programs
Greg Brehm, Resource Coordinator
Justin Kudo, Account Manager
Beckie Menten, Energy Efficiency Coordinator
Alex DiGorgio, Community Affairs Representative
Emily Goodwin, Internal Operations Coordinator
Simon Loos, Data Analyst
Ben Choi, Account Manager
Darlene Jackson, Clerk

Public Session: 7:10 PM

Agenda Item #1- Board Announcements (Discussion)

Chair Connolly announced that there would be a 3-minute limit on public comments in order to cover all items of business on the extensive agenda.

MEA's newest Board members, Emmett O'Donnell, City of Tiburon and Ray Withy, City of Sausalito were sworn in by Executive Officer Dawn Weisz.

Director Rifkind asked if it was possible to move agenda items number 6, 7 & 8 onto the Consent Calendar and possibly have a table of contents for the Consent Calendar in the future. Use of the iPad iAnnotate application by

MEA Board Members was explained and by implementing that change, the need for a consent calendar table of contents was eliminated since all board packet items were bookmarked.

Agenda Item #2 – Public Open Time (Discussion)

Member of the public, Leslie Alden welcomed the new Board members. Ms. Alden indicated that she had a phone conversation with Director Dick Collins and wanted to share that he is doing well and he sends his regards to everyone.

Member of the public Barbara George shared information related to Edison's specifications to obtain a steam generator start-up in the San Onofre area.

Member of the public David Haskill from Sunset Solar spoke on the difference in prices of solar development building permits from agency to agency.

Member of the public, Bob Williamson asked questions related to Phase II of enrollment and related opt out rates, specifically, when actual Phase II numbers would be available for comparison with Sonoma's projections.

Executive Officer Dawn Weisz responded to questions from the Board and the public.

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

Executive Officer Dawn Weisz reported on the following:

- Office expansion completion – Current office space is good fit for our needs. All furniture was donated from Farnsworth Mayflower and came from a recently vacated office in the East Bay.
- EPA Green Power Partnership – City applications will be submitted soon and as part of the program; certified participants will receive road signs and other recognition for participating in the EPA program.
- MCE was selected to receive a Climate Change Business Journal Award for solar power in honor of MEA's FIT program that is spurring investments in local distributed solar and other renewable projects. MEA extends a special thank you to Christine Gregorak for nominating MEA for this award.
- Welcomed Ben Choi, Extra Hire Account Manager. Mr. Choi comes to MEA from the City of Richmond and has a range of experience including working with the Business Energy Coalition in San Francisco where he assisted with communications and outreach for demand response programs. Mr. Choi also sits on the Planning Commission for the City of Richmond, is familiar with local community-based organizations, is fluent in Korean, and is a writer for the Awl, a New York-based web magazine, primarily on food-based topics.
- Richmond Chamber of Commerce – MEA received a plaque commemorating MCE as a new member.

Ms. Weisz responded to questions from the Board.

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

- C.1 Minutes from 10.4.12 Board Meeting
- C.2 Monthly Budget Report
- C.3 Records Retention
- C.4 Quarterly Contract Update
- C.5 First Addendum to Third Agreement with Douglass & Liddell

C.6 Second Agreement with APCO Worldwide

M/s Small/Sears (Passed 11-0-0) approved all items on the consent calendar. Directors Bragman and Butt were absent.

Agenda Item #5 –Energy Efficiency (Discussion)

Ms. Weisz spoke briefly on Energy Efficiency having always been an integral part of the MEA vision and the history of MEA's work to implement an Energy Efficiency Program before funding was received for the program. Ms. Weisz also explained how Beckie Menten was hired on September 13, 2012 as a result of the funding received by the CPUC and how MEA is looking to keep momentum going with the proposed contracts and demonstrate to the CPUC that MEA is well equipped to comply with their programmatic expectations and guidelines.

Energy Efficiency Coordinator Beckie Menten spoke in depth on progress in the way of program accomplishments made by MEA with the EE Program, both in the 2012 program cycle and well into the 2013/14 program planning and implementation.

MEA is the only agency so far authorized to have a financing element in the way of an On-Bill Repayment (OBR) pilot program and a Standard Offer (SO) pilot program. MEA continues to explore options for lenders for the OBR program, as well as lenders for a single-family program. MEA is currently working with River City Bank as a potential lender.

MEA is very excited about finally shifting from planning to implementation. Chair Connolly expressed interest in how the proposed program came about and how our program is adhering to CPUC parameters. Ms. Weisz explained that MEA's current program is based off of the originally proposed 2012 program but the CPUC asked that MEA modify the program as they felt the program was more comprehensive than could be accommodated within the existing funding cycle. The modifications made resulted in the current program structure.

Ms. Weisz also explained how the budget was created, how it fits within the CPUC's parameters as well as milestone/markers that MEA must meet. Total Resource Cost calculations (TRCs) are a metric used to track the program success in achieving kilowatt hours saved per cost of the managing the program.

Ms. Weisz and Ms. Menten responded to questions from the Board.

Agenda Item #6 Second Agreement with Association for Energy Affordability (Discussion/Action)

Ms. Menten provided background information on the Association for Energy Affordability (AEA) and gave an overview of the role and the scope of work being proposed for AEA. Director Sears asked for clarification of the difference in contract amounts on page 5 of the 2013-14 Program PowerPoint: Proposed Vendors under Proposed Contracts, AEA: \$160,000 and the Draft Second Agreement states \$106,000. Per Ms. Menten, the correct amount is \$106,000 and Proposed Contracts PowerPoint should reflect the same.

Ms. Menten explained that AEA was recommended to MEA because of their wealth of experience and tenure in the multi-family sector. She further commented that it is difficult to find vendors who are really experienced (significant volume of completed projects) in the multi-family sector.

Member of the public, Barbara George shared that with its energy supply programs, MEA has had an open process

where everyone can come to the table and submit proposals. That same process should apply to Energy Efficiency programs and everyone should start on a level playing field during the vendor selection process. Ms. Weisz described the open process that was used to identify potential vendors and assess the ability of vendors to fit the needs of MEA's Energy Efficiency program.

Ms. Weisz and AEA representative Andrew Brooks responded to questions from the Board and public. Mr. Brooks further detailed MEA's program innovation and noted that he cannot think of another agency that is doing anything as customized as MEA to best serve the unique needs of customers (both MCE and PG&E) in the service territory.

M/s Sears/Small (Passed 11-0-0) approved Second Agreement with Association for Energy Affordability. Directors Bragman and Butt were absent.

Agenda Item #7 –Second Agreement with PlanetEcosystems (Discussion/Action)

Ms. Menten provided background information on PlanetEcosystems (PEI) and gave an overview of the role and the scope of work being proposed for PEI. She then introduced co-founder Steve Malloy. Mr. Malloy spoke in depth about the energy efficiency program, their online one-stop shop targeting consumers, the technical and customer service their company provides and the support tools for customers.

Director Rifkind asked if consumers would be able to input specific information and receive a customized plan for each person using the program, and also asked how consumers would find them. Mr. Malloy explained yes to the customized input per customer component and that they would be a part of MCE website, direct mails, as well as other customer outreach channels. MEA would have the ability to use bill messaging, seek out free ads on cable channels, and conduct town hall meetings in order to promote available services.

Director Greene asked that the decision-making process to use PEI be explained. Ms. Weisz explained that staff researched potential vendors for this unique program component and identified PEI as the best fit based on experience and qualifications. PEI was then invited to give an introductory presentation at the September 10th, 2012 Fall Retreat to solicit input and feedback on PEI from Board members and the public. PEI was also invited to present at multiple Technical Committee meetings and Executive Committee meetings in late 2012 and January 2013 to allow for further dialogue and input from Board members and the public. She also mentioned MEA's need to deploy these programs a.s.a.p. using highly skilled and experienced vendors, such as PEI, in order to maximize resources available and ensure program success.

Director Small suggested that PEI organize meetings with Town and/City Planners for the most effective approach in gaining public awareness and ultimately soliciting participation.

Member of the public, Barbara George suggested this Board packet is different from the one that went out last week. She also feels there are serious conflicts of interest. She doesn't know when the agenda was changed or when Jeff Rouser stopped working in a consultant/advisory role to MEA and started working for PEI.

Ms. Weisz addressed Ms. George's assertion by stating the Board packet that was distributed a week prior to the meeting did not change, and within that Board packet, the draft PEI contract was included. She added that, as stated in consent calendar documents, Jeff Rouser was contracted on September 6th, 2012 as a limited scope contractor.

Ms. Menten addressed the assertion related to Jeff Rouser and PlanetEcosystems, Inc. Ms. Menten explained that

she was introduced to Jeff Rouser and PEI only after she became employed with MEA in mid-September 2012. Ms. Menten also explained that she was previously employed with the California Energy Commission (CEC) and managed a Sonoma County contract. The Sonoma County project selected Jeff Rouser as a subcontractor during their contract term, however Ms. Menten did not have any direct involvement or approval rights related to subcontracting for contracts she was managing at the CEC. She knew of PEI and had heard Jeff Rouser's name mentioned but reiterated that she did not meet him until after she became employed with MEA.

Member of the public and Marin County resident David Haskill commented on the importance of using energy efficiency resources to benefit the community and achieve results for all.

M/s Rifkind/Greene (Passed 11-0-0) approved Second Agreement with PlanetEcosystems, Inc. Directors Bragman and Butt were absent.

Agenda Item #8 –Second Agreement with Marin City Community Development Corporation (Discussion/Action)

Ms. Menten spoke extensively on the First Agreement accomplishments and how MCCDC is committed to providing significant and measurable support to both the business community and target population by:

- a. Improving access to career growth opportunities in demand industries;
- b. Supporting business development opportunities that result in sustainable income and job creation; and
- c. Strengthening business competitiveness and linking workers' skill improvements to economic development.

Overall the MCCDC and MEA vision is to provide the following services to residents and local businesses:

- a. Outreach and marketing of energy services
- b. Environmental awareness education

The MCCDC and MEA vision will also provide workforce intermediary services that:

- a. Ensure unemployed and underemployed residents are prepared for energy efficiency opportunities and participate as trainees and workers to gain marketable energy skills and experience.
- b. A 'workforce intermediary' role also ensures that local hire requirements are met by contractors engaged in work in Marin City and other traditionally low income communities.

MCCDC Energy Efficiency Manager, Meaghan Doran, was introduced and announced some of the organization's more recent accomplishments. Ms. Doran also responded to Director Rifkind's question regarding \$10K administrative fee indicated in MCCDC budget, explaining it as indirect costs associated with the project.

Ms. Menten and Ms. Doran responded to questions from the Board.

M/s Sears/Greene (Passed 11-0-0) approved Execution of Second Agreement by and between MEA and Marin City Community Development Corporation to provide direct installation and outreach services for the MEA 2013-2014 multi-family energy efficiency program. Directors Bragman and Butt were absent.

Agenda Item #9 – Proposed MCE Budget for FY14 (Discussion/Action)

Ms. Weisz introduced the item and reminded the Board that this budget was presented and discussed at the January Technical and Executive Committee meetings. MEA Accountant John Maher provided a general overview of MEA's billing process.

Ms. Weisz responded to questions from the Board.

M/s Sears/Greene (Passed 11-0-0) approved Proposed Fiscal Year 2014 Budget. Directors Bragman and Butt were absent.

Agenda Item #10 Proposed MCE Rates for FY14 (Discussion/Action)

John Dalessi, Operations and Development Consultant, shared the following MEA's proposed rate setting strategy for FY 2014:

- MEA Rate setting cycle
- Rate setting calendar
- MCE Rate Design Policies
- MCE Rate Design Process
- Proposed Revenue Requirement
- Revenue Allocation
- Revenue Allocation Assessment
- Rate Design
- Residential Cost Comparisons

Mr. Dalessi explained how rate setting is coordinated with the annual budgeting cycle due to the inherent linkages between MCE program budgets and MCE rates.

Mr. Dalessi and Mr. Dusel responded to questions from the Board and the public.

M/s Greene/Sears (Passed 11-0-0) approved Acceptance of Proposed MCE FY 2014 Rates subject to approval of final FY 2014 rates in April 2013. Directors Bragman and Butt were absent.

It is noted herein that Director Tom Cromwell left the meeting prior to discussion of Agenda Item #11.

Agenda Item #11 Addendum to Agreement with Noble Americas Energy Solutions (Discussion/Action)

Emily Goodwin, Internal Operations Coordinator, provided an overview of the Addendum to the Agreement with Noble Energy Solutions. Vice Chair Sears asked that MEA consider renegotiation of the cancellation fee as it is no longer applicable.

Ms. Goodwin and Ms. Weisz responded to questions from the Board.

M/s Sears/Greene (Passed 10-0-0) approved Authorizing execution of the Addendum for Data Manager Services Agreement between Noble Energy Solutions and MEA. Directors Bragman, Butt and Cromwell were absent.

Agenda Item #12 First Amendment to River City Bank Credit Agreement (Discussion/Action)

Beth Kelly, Legal Director, spoke briefly on the reasons for this amendment; specifically, this First Amendment to the Refinancing Agreement would make conforming changes to align with the later Phase 2 Agreement.

Ms. Kelly responded to questions from the Board.

M/s Sears/Wachtel (Passed 10-0-0) approved Authorizing execution of Amendment Number 1 to the Refinancing Agreement with River City Bank. Directors Bragman, Butt and Cromwell were absent.

Agenda Item #13 MEA Open Season Overview (Discussion)

Kirby Dusel discussed the Open Season process which is underway and provided an in depth overview including:

- Key considerations for MEA resource portfolio needs and specific portfolio criteria.
- 2012 Process (lessons learned and recommendations moving forward).
- Changes for 2013 (improvements/efficiencies for getting higher quality proposals) that include a number of online tools (guides and response templates) to streamline the review process.

Mr. Dusel responded to questions from the Board and the public.

Agenda Item #14 Communications Update (Discussion)

Community Affairs Representative Alex DiGiorgio presented a comprehensive report on Community Outreach in Richmond and a number of positive and exciting developments with community groups and advocates since Richmond joined MEA.

Mr. DiGiorgio responded to questions from the Board.

Agenda Item #15 Regulatory Update (Discussion)

Legal Director Beth Kelly spoke briefly on Regulatory issues and upcoming hearings.

Agenda Item #16 Board Member & Staff Matters (Discussion)

NONE

Agenda Item #17 – Adjourn

10:52 PM

ATTEST:

Damon Connolly, Chair, Marin Energy Authority

Dawn Weisz, Executive Officer



March 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Monthly Budget Report (Agenda item #4 - C.2)

ATTACHMENTS: A. January 2013 Budget Update (Unaudited)
B. Supplemental Schedule to Budget Update (Unaudited)

Dear Board Members:

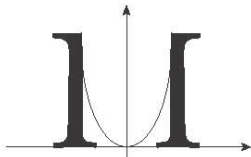
SUMMARY:

The attached budget update compares the original FY 2013 budget to the unaudited revenue and expenses of MEA for the month ending January 2013.

A significant investment in computer equipment (including hardware and software for additional work stations and mobile presentation technology upgrades) accounted for above average spending in Other Services. The majority of expenses in January came in below projected average monthly needs, including Communications, Legal Services, Staff Compensation, and General and Administration.

A contribution of donated office furniture is reflected in this month's budget update. This donation was part of our recent expansion of office headquarters, amounting to \$20,000 in value.

Recommendation: No action needed. Informational only.



MAHER ACCOUNTANCY

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

Financial Plumblne

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Energy Authority

We have compiled the accompanying budgetary comparison schedule of Marin Energy Authority (a California Joint Powers Authority) for the period ended January 31, 2013. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements with undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

We are not independent with respect to Marin Energy Authority.

Maher Accountancy

February 20, 2013



MARIN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
April 1 through January 31, 2013

	Budget	Actual	Budget Remaining	Actual/ Budget
REVENUE AND OTHER SOURCES:				
Revenue - Electricity (net of allowance)	\$ 58,300,000	\$ 42,991,412	\$ 15,308,588	73.74%
Public purpose energy efficiency program	350,000	63,667	286,333	18.19%
Contributions	-	20,000	(20,000)	-
Total sources	<u>58,650,000</u>	<u>43,075,079</u>	<u>15,574,921</u>	<u>73.44%</u>
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Cost of energy	49,300,000	33,755,156	15,544,844	68.47%
Staffing	1,045,000	812,184	232,816	77.72%
Technical consultants	585,000	461,376	123,624	78.87%
Legal counsel	135,000	89,072	45,928	65.98%
Communications consultants and related expenses	800,000	550,047	249,953	68.76%
Data manager	1,925,000	1,454,263	470,737	75.55%
Service fees- PG&E	550,000	234,501	315,499	42.64%
Other services	220,000	198,212	337,287	90.10%
General and administration	240,000	171,003	68,997	71.25%
Energy efficiency and electric vehicle rebate program	10,000	8,500	1,500	85.00%
Public purpose energy efficiency program	350,000	63,666	286,334	18.19%
Total current expenditures	<u>55,160,000</u>	<u>37,797,980</u>	<u>17,362,020</u>	<u>68.52%</u>
CAPITAL OUTLAY	10,000	40,903	(30,903)	409.03%
DEBT SERVICE	990,000	686,271	303,729	69.32%
Total expenditures	<u>56,160,000</u>	<u>38,525,154</u>	<u>\$ 17,634,846</u>	<u>68.60%</u>
Net increase (decrease) in available fund balance	<u>\$ 2,490,000</u>	<u>\$ 4,549,925</u>		

See accountants' compilation report.

**MARIN ENERGY AUTHORITY
SUPPLEMENTAL SCHEDULE
April 1 through January 31, 2013**

	<u>Actual</u>
Recruiting	1,531
Audit	26,000
Accounting	81,000
IT Consulting	19,813
Human resources & payroll fees	18,195
Legislative consulting	18,600
Miscellaneous professional fees	<u>33,073</u>
Other services	<u>\$ 198,212</u>
Cell phones	973
Bank service fee	1,500
Data and telephone service	17,320
Insurance	6,848
Office and meeting rentals	98,791
Office equipment lease	9,163
Dues and subscriptions	13,347
Conferences and professional education	1,855
Travel	3,519
Business meals	1,181
Miscellaneous administration	81
Publications and legal notices	243
Office supplies and postage	<u>16,182</u>
General and administration	<u>\$ 171,003</u>

March 7, 2013 – MEA Board Meeting

Consent Calendar Item #	Vendor	MEA Department	General Role
C.3	APCO Worldwide	COMMUNICATIONS	Public relations services.
C.4	Civic Actions, Inc.	COMMUNICATIONS	Online form creation and ongoing functionality.
C.5	Descom Studios	COMMUNICATIONS	Communications related services.
C.6	Douglass & Lidell	REGULATORY	Regulatory counsel.
C.7	Ellison, Schneider & Harris	REGULATORY	Regulatory counsel.
C.8	Green Ideals	COMMUNICATIONS	Communications related services.
C.9	Jay Marshall	ADMINISTRATION	Ongoing IT support for phones, computers, server and troubleshooting.
C.10	Kames Geraghty	COMMUNICATIONS	<i>*2nd Addendum to 2nd Agreement. Additional funds to cover work for remainder of FY13. Website(s) redesign.</i>
C.11	Kames & Associates	COMMUNICATIONS	<i>*1st Agreement. Website(s) redesign.</i>
C.12	Katie Gaier	ADMINISTRATION	Human resources support services.
C.13	Lehman, Levi, Pappas & Sadler	REGULATORY	Legislative services.
C.14	Maher Accountancy	ADMINISTRATIVE	Accounting services.
C.15	Milbank, Tweed, Hadley & McCloy	REGULATORY	Project and project finance counsel.
C.16	Richards, Watson & Gershon	REGULATORY	Municipal counsel.
C.17	Sam Long	COMMUNICATIONS	Website project management and oversight.



March 7, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Third Agreement with APCO Worldwide (Agenda Item #4, C.3)

ATTACHMENT: Third Agreement with APCO Worldwide

Dear Board Members:

SUMMARY:

On July 18, 2012, under the authority of the Executive Officer, the Marin Energy Authority entered into a First Agreement with APCO Worldwide (APCO) to provide strategic public relations services for a total amount not to exceed \$20,000. This agreement was amended per Board approval on August 2, 2012 to increase the scope of work to provide consumer research services and develop a communications strategy for an additional \$120,200 for a total amount not to exceed \$140,200. The First Agreement expired on December 31, 2012.

On February 7, 2013, per Board approval, MEA entered into the Second Agreement with APCO Worldwide to provide strategic public relations services for a total amount not to exceed \$27,000. The Second Agreement will expire on March 31, 2013.

The attached Third Agreement will allow for continued communication-related services to be provided on an as-needed basis between April 1, 2013 and March 31, 2014 by APCO for a total contract amount not to exceed \$40,000.

Recommendation: Approve and execute Third Agreement with APCO Worldwide.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND APCO WORLDWIDE**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **APCO WORLDWIDE**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: public relations services to MEA as needed and directed by MEA 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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$40,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6024

Notices shall be given to Contractor at the following address:

Contractor:	APCO Worldwide
	Jose Hermocillo
<hr/>	
Address:	1201 K Street, Suite #1200
	Sacramento, CA 95814
<hr/>	
Telephone No.:	(916) 554-3420
<hr/>	

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide public relations services to MEA as needed and directed by MEA staff.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

The following hourly rate will be applied for each hour of service. The contractor shall bill in .25 hour increments for services.

CONSULTANT	HOURLY RATE
Jose Hermocillo, managing director	\$325
Leela Stake, director	\$275
Jessyca Sheehan, associate director	\$200
Erin Dunlay, consultant	\$185

To cover routine expenses, MEA shall reimburse the Contractor for expenses reasonably incurred by the Contractor in connection with the performance of the Agreement. Such expenses include regular postage, telecommunications, internal duplicating and on-line research, as well as minor travel, parking and meal expenses.

Fees will cover all professional time and consulting work.

In addition, MEA shall reimburse the Contractor for other actual, reasonable out-of-pocket expenses ("OOPs") incurred in the Contractor's performance of this Agreement, including, without limitation, expenses for approved subcontractors, delivery services, external duplications and printing, special periodicals or other materials, media, advertising placement, production of collateral, filing fees, pay-for-use databases and substantial travel, parking and meal expenses. Contractor shall submit monthly invoices to MEA for OOPs after such OOPs have been incurred.

In no event will the total cost to MEA for the services and related expenses to be provided herein exceed the maximum sum of \$40,000. Contractor will be billed monthly for all services rendered.



March 7, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Second Agreement with CivicActions (Agenda item #4, C.4)

ATTACHMENTS: Second Agreement with CivicActions

Dear Board Members:

SUMMARY:

On March 1, 2012, the Marin Energy Authority and CivicActions entered into a First Agreement under the authority of the Executive Officer to develop MCE's Customer Relationship Management (CRM) system as well as the online opt out and Deep Green request forms. The total contract amount did not exceed \$17,925.

On May 3, 2012 your Board approved the First Addendum to the Agreement with CivicActions, Inc. to increase the contract amount by \$15,000 for a total amount not to exceed \$32,925. The First Agreement expired on December 31, 2012.

The attached Second Agreement will allow for continued technical support and development of MCE's CRM system and online opt out and opt up forms between January 1, 2013 and March 31, 2014 for a total amount not exceed \$15,200.

Recommendation: Approve and execute the Second Agreement by and between the Marin Energy Authority and CivicActions.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND CIVICACTIONS, INC.**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **CivicActions, Inc.**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: contractor shall provide technical support and development for Marin Clean Energy's Customer Relationship Management (CRM) system; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$15,200**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
<hr/>	
MEA Address:	781 Lincoln Ave., Suite 320
<hr/>	
	San Rafael, CA 94901
<hr/>	
Telephone No.:	(415) 464-6024
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor:	CivicActions Sadie Honey
Address:	2625 Alcatraz Avenue, Suite 320 Berkeley, CA 94705
Telephone No.:	510.408.7510

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

CivicActions will provide as needed development and design to the MCE website Customer Relationship Management system and opt out and opt up forms. CivicActions will respond to urgent requests related to the LIVE site (an issue that results in the LIVE site not functioning) within 2-4 hours, Monday through Friday, 8 A.M. – 5 P.M. Pacific Time. The initial response will include an estimate of how quickly the issue will be resolved. CivicActions will respond to any general maintenance (non-urgent) requests or questions within 72 hours, Monday through Friday, 9 A.M. to 5 P.M. Pacific Time. The initial response will include an estimate of how quickly the request or question will be completed.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

In no event will the cost to MEA for the services to be provided herein, as described in Exhibit A, exceed the maximum sum of \$15,200.

Contractor's hourly fees for professional services under this agreement are as follows and will be billed monthly for all services rendered:

Project Manager	\$150 (maximum of 30 hours)
Quality Assurance Engineer	\$125 (maximum of 10 hours)
Engineer/Application Specialist	\$125 (maximum of 67 hours)
Trainer	\$125 (maximum of 8 hours)
Technical Lead	\$175 (maximum of 16 hours)



March 7, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Fourth Agreement with Descom Studios (Agenda item #4, C.5)

ATTACHMENTS: Fourth Agreement with Descom Studios

Dear Board Members:

SUMMARY:

On March 1, 2009, the Marin Energy Authority and Descom Studios (Descom) entered into a First Agreement to provide communications services and support for Community Choice Aggregation in Marin. This agreement was amended twice for a total contract amount not to exceed \$63,000 and expired on December 31, 2010.

On January 27, 2012, under the authority of the Executive Officer, MEA entered into a Second Agreement with Descom Studios to provide communication-related services for a total amount not to exceed \$5,000. This agreement expired on March 31, 2012.

On March 1, 2012, MEA entered into a Third Agreement with Descom for continued communication-related services for a total contract amount not to exceed \$20,000. This agreement will expire on March 31, 2013.

The attached Fourth Agreement will allow for continued communication-related services between April 1, 2013 and March 31, 2014 by Descom Studios for a total amount not exceed \$10,000.

Recommendation: Approve and execute the Fourth Agreement by and between the Marin Energy Authority and Descom Studios.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND DESCOM STUDIOS**

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Descom Studios**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor shall provide communication related services and;

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$10,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA. Contractor retains the rights to use any materials for self promotion.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6024

Notices shall be given to Contractor at the following address:

Contractor:	Kiki La Porta
Address:	25 Glen Dr.
	Fairfax, CA 94930
Telephone No.:	(415) 461-6677

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide communications-related services for the Marin Energy Authority as directed by MEA staff.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

An hourly fee of \$125 will be applied for each hour of service.

In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$10,000.

Fees will cover all professional time and consulting work. Contractor will bill monthly for all services rendered.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Descom Studios**

CONTRACT TITLE: **Fourth Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

The nature of services being provided by this contractor do not place MEA into any significant liability risk.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board
FROM: Elizabeth Kelly, Legal Director
RE: Fourth Agreement with Douglass & Liddell (Agenda item #4 – C.6)
ATTACHMENT: Fourth Agreement with Douglass & Liddell

Dear Board Members:

SUMMARY:

Douglass & Liddell provides regulatory legal services on a wide range of proceedings before the California Public Utilities Commission on behalf of Marin Energy Authority. These proceedings have included the Senate Bill 790 code of conduct proceeding, exit fee proceedings, and the long term procurement plan proceeding. Staff recommends creating a new contract in the amount of \$50,000 with Douglass & Liddell for continuation of these essential services.

Recommendation: Approve Fourth Agreement by and between the Marin Energy Authority and Douglass & Liddell.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND DOUGLASS & LIDDELL**

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Douglass & Liddell**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: regulatory services at the direction of MEA; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
<hr/>	
MEA Address:	781 Lincoln Ave., Suite 320
<hr/>	
	San Rafael, CA 94901
<hr/>	
Telephone No.:	(415) 464-6028
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor:	Douglass & Liddell Dan Douglass
Address:	21700 Oxnard Street, Suite 1030 Woodland Hills, CA 91367 -8102
Telephone No.:	(818) 961-3001

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Douglass & Liddell will render task-specific regulatory services from time to time, upon request by Marin Energy Authority, in connection with regulatory services at the California Public Utilities Commission including:

Filing of comments, responses and other motions and filings in connection with regulatory issues impacting Marin Energy Authority;

Filing of complaints on behalf of Marin Energy Authority; and

Interfacing with the California Public Utilities Commission on behalf of Marin Energy Authority with regards to general and matter-specific issues.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Douglass & Liddell will bill Client at hourly rates as follows:

Daniel W. Douglass at \$350 per hour

Donald C. Liddell at \$350 per hour

Gregory S.G. Klatt at \$325 per hour

These hours will be payable on a monthly basis.

Douglass & Liddell services will be task-specific with Client providing direction as to tasks to be undertaken by Douglass & Liddell. Douglass & Liddell will only provide services as requested by Client in writing by letter, voice communication or email. **The amount of any fees and costs billed under this agreement shall not exceed \$50,000.**

All invoices from Douglass & Liddell for fees and expenses shall be paid within thirty days after receipt. "Expenses" include all direct out of pocket expenses, such as travel, messenger service, overnight mail, copying, telephone, facsimile, outside document reproduction, electronic research, document retrieval and filing fees.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Douglass & Liddell**

CONTRACT TITLE: **Fourth Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	N/A	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	N/A	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$500,000 Aggregate	

Please set forth the reasons for the requested reductions or waiver.

The nature of services being provided by this contractor do not place MEA into any significant liability risk.
Douglass & Liddell is a law firm with three attorneys. As a small firm they carry professional liability only up to \$500,000 in the aggregate. Automobile and personal liability insurance is held in the name of the individuals.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Elizabeth Kelly, Legal Director

RE: Second Agreement with Ellison, Schneider & Harris (Agenda item #4 – C.7)

ATTACHMENT: Second Agreement with Ellison, Schneider & Harris

Dear Board Members:

SUMMARY:

Ellison, Schneider and Harris provide legal regulatory services to the Marin Energy Authority. Ellison, Schneider and Harris provide regulatory services on resource adequacy and general rate case proceedings, and have extensive experience with California Independent System Operator and California Energy Commission proceedings. Staff recommends creating a new contract in the amount of \$20,000 with Ellison, Schneider and Harris for these services.

Recommendation: Approve the Second Agreement by and between the Marin Energy Authority and Ellison, Schneider & Harris.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND ELLISON, SCHNEIDER & HARRIS, LLP**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Ellison, Schneider & Harris, LLP**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: legal and regulatory services at the direction of MEA;

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager: Sarah Gardner

MEA Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Ellison, Schneider & Harris, LLP Andrew B. Brown
Address:	2600 Capitol Avenue, Suite #400 Sacramento, CA 95816
Telephone No.:	(916) 447-2166

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal and regulatory services at the direction of MEA.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Ellison, Schneider & Harris, LLP will bill MEA by the hour and these hours will be payable on a monthly basis. **The amount of any fees and costs billed under this agreement shall not exceed \$20,000.**

The hourly rates for Ellison, Schneider & Harris are as follows:

Partners:

Christopher T. Ellison	\$390
Jeffery D. Harris	\$390
Douglas K. Kerner	\$390
Andrew B. Brown	\$380
Greggory L. Wheatland	\$330
Lynn M. Haug	\$320

Of Counsel:

Ronald Liebert	\$300
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Associate Attorneys:

Brian S. Biering	\$220
Jedediah J. Gibson	\$220
Chase B. Kappel	\$220
Samantha G. Pottenger	\$220

Other partners, associate attorneys and contract attorneys' hourly rates depending on experience.

Legal Assistants/Law Clerks:

Eric Janssen	\$165
Karen A. Mitchell	\$165
Deric J. Wittenborn	\$165
Law Clerk	\$165

ELLISON, SCHNEIDER & HARRIS L.L.P.

2013 CLIENT COST CHARGES

Photocopying	\$0.20/page
Outgoing Facsimile	\$2.00/page (includes telephone)
Incoming Facsimile	No charge
Long Distance Telephone	Actual cost
Local Telephone	No charge
Postage, messenger, Federal Express, computer research, other out-of-pocket expenses and outside vendors.	Actual cost
Word Processing	No charge
Secretarial Overtime	\$25.00/hour
Mileage	Per IRS guidelines

ATTACHMENT B



March 7, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Fourth Agreement with Green Ideals (Agenda Item #4 – C.8)

ATTACHMENT: Fourth Agreement with Green Ideals

Dear Board Members:

SUMMARY:

On October 6, 2010, the MEA Board approved a First Agreement with Green Ideals to provide marketing, branding, graphic design and communication services for MCE. The First Agreement expired on March 31, 2011 and was amended twice with a total amount of \$41,500.

On March 3, 2011, the MEA Board approved a Second Agreement with Green Ideals to continue providing marketing, branding, graphic design and communication services. The Second Agreement was amended once for a total amount not to exceed \$50,000. The Second Agreement expired on March 31, 2012.

On March 1, 2012 your Board approved a Third Agreement with Green Ideals to allow for continued marketing, branding, graphic design and communications services for a total amount not to exceed \$40,000. The Third Agreement will expire on March 31, 2013.

The attached Fourth Agreement with Green Ideals will allow for continued marketing, branding, graphic design and communication services between April 1, 2013 and March 31, 2014 for a total amount not to exceed \$40,000.

Recommendation: Approve and execute the Fourth Agreement by and between the Marin Energy Authority and Green Ideals.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND GREEN IDEALS**

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Green Ideals**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: contractor shall provide marketing, branding, graphic design and communications services for MCE; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$40,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6024

Notices shall be given to Contractor at the following address:

Contractor:	Green Ideals - Susan Bierzychudek
Address:	400 Red Hill Avenue
	San Anselmo, CA 94960
Telephone No.:	(415) 453-8070

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

MEA COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)**REASON(S) REVIEW:**

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

The contractor shall provide marketing, branding, graphic design and communication services for MCE as needed under direction from MEA Staff.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be compensated at a rate of \$175 per hour. In no event will the maximum cost of services in Exhibit A exceed \$40,000. Contractor will bill monthly.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Green Ideals**

CONTRACT TITLE: **Fourth Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

<p>The nature of services being provided by this contractor do not place MEA into any significant liability risk.</p>

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Second Agreement with Jay Marshall (Agenda Item #4 – C.9)

ATTACHMENT: Second Agreement with Jay Marshall

Dear Board Members:

SUMMARY: Jay Marshall has been providing Information Technology support to MEA starting on July 21, 2010 as part of the Turn 11 team. In June, 2012 Turn 11 allocated services elsewhere and Jay Marshall became available to provide support directly to MEA. Under the authority of the Executive Officer, the First Agreement with Jay Marshall was executed on June 29, 2012 for Information Technology (IT) support services for a term of 2 months, with a maximum cost not to exceed \$4,000.

On September 6, 2012 the First Addendum to the Agreement with Jay Marshall extended the term of the Agreement to December 31, 2012 and increased the maximum cost not to exceed \$9,400. On December 12, 2012 your Board approved the Second Addendum to the Agreement with Jay Marshall extending the term of the agreement to March 31, 2013 and increasing the maximum cost not to exceed \$19,400.

The attached Second Agreement will allow for Jay Marshall to continue providing Information Technology support to the MEA staff between April 1, 2013 and March 31, 2014. The contract amount will not exceed \$19,500.

Recommendation: Approve the Second Agreement with Jay Marshall.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND JAY MARSHALL**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Jay Marshall**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor shall provide IT Support Services; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract.

Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$19,500**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Jay Marshall
Address:	16 Portola Avenue
	San Rafael, CA 94903
Telephone No.:	(415) 987-7153

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide general information technology (IT) support to MEA. Contractor shall provide support services to MEA personnel for maintaining and addressing issues related to operations of:

- computer systems, including desktops, networking, internet connectivity
- File server and Switch/WIFI/Firewall
- telephone systems, including 17 handsets, voicemail, Allworx version 7.1 telephony software, connections to Internet and SIP provider for telephony
- Microsoft operating system and a single file/print server and Service Pack installation and updates as required
- Google Applications and Egnyte file services support (Email and Cloud Back-up)
- Software, including Office, Acrobat Professional, Dreamweaver, anti-virus and anti-malware, and others
- Other hardware components

Contractor shall provide IT transitional assistance if the MEA elects to contract IT services through a different contractor. Contractor shall provide and assist in transferring his full knowledge of MEA computer, telephone, and internet systems, settings, and passwords.

Support is available M-F from 9AM to 5PM excluding holidays

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

An hourly fee of \$125 will be applied for each hour of service. The contractor shall bill in .25 hour increments on a monthly basis for all services rendered. In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$19,500 for the term of the contract.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Jay Marshall**

CONTRACT TITLE: **Second Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>	\$	
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

<p>The nature of services being provided by this contractor do not place MEA into any significant liability risk.</p>

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Second Addendum to Second Agreement with Kames Geraghty
(Agenda Item #4 – C.10)

ATTACHMENT: Second Addendum to Second Agreement with Kames Geraghty

Dear Board Members:

SUMMARY:

On March 1, 2012 the Board approved the Second Agreement with Kames Geraghty to provide technical support and design for the MCE website for a total amount not to exceed \$13,500.

Under the authority of the Executive Officer, the First Addendum to the First Agreement, approved on December 1, 2012, increased the contract amount by an additional \$6,500 for a total contract amount not to exceed \$20,000.

Kames Geraghty has been providing extensive support in early 2013 in development and implementation of the updated website for MCE. This unanticipated work will require additional funds beyond the planned scope of work under the current Second Agreement. The attached Second Addendum will increase the contract amount by an additional \$7,000 for a total amount not to exceed \$27,000.

Recommendation: Approve and execute the Second Agreement by and between the Marin Energy Authority and Kames Geraghty.



SECOND ADDENDUM TO SECOND AGREEMENT BY AND BETWEEN THE MARIN ENERGY AUTHORITY AND KAMES GERAGHTY

This SECOND ADDENDUM is made and entered into on March 7, 2013, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and KAMES GERAGHTY (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and Contractor entered into an agreement to provide technical support for the Marin Clean Energy website dated April 1, 2012 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated in an amount not to exceed \$20,000 at an hourly basis at \$90 per hour; and

WHEREAS, the parties desire to amend the agreement to increase the contract amount by \$7,000 or 77.8 hours for a total amount not to exceed \$27,000 or 300 hours; and

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

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Section 4 and Exhibit B are hereby amended to read as follows:

Section 4, Maximum Cost to MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of \$27,000 including direct non-salary expenses.

Exhibit B, Fees and Payment Schedule:

Contractor shall be compensated on an hourly basis at \$90 per hour. In no event shall the maximum sum of the contract exceed \$27,000 or 300 hours.

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

CONTRACTOR:

MARIN ENERGY AUTHORITY:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: First Agreement with Kames & Associates (Agenda Item #4, C.11)

ATTACHMENT: First Agreement with Kames & Associates

Dear Board Members:

SUMMARY:

On March 1, 2011, under the authority of the Executive Officer, MEA entered into a First Agreement with Kames Geraghty to provide technical support for the MCE website. The First Agreement was amended three times for a total contract amount not to exceed \$8,242 and expired on March 31, 2012.

On March 1, 2012, MEA entered into a Second Agreement with Kames Geraghty for continued technical support and design of the MCE website. The First Addendum to the Second Agreement was approved on December 1, 2012 for a total amount not to exceed \$20,000. A Second Addendum to the Second Agreement is included in today's Board packet to increase the total contract amount by \$7,000. This agreement will expire on March 31, 2013.

Kames Geraghty has created a sole proprietorship called Kames & Associates. As such, the attached First Agreement with Kames & Associates will allow for Kames Geraghty to continue providing technical support and design and development of the MCE website between April 1, 2013 and March 31, 2014 under Kames and Associates. The contract amount will not exceed \$25,000.

Recommendation: Approve and execute the First Agreement by and between the Marin Energy Authority and Kames & Associates.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND KAMES & ASSOCIATES**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **KAMES & ASSOCIATES**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: contractor shall provide technical support, design and development for the MCE website; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$25,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6024

Notices shall be given to Contractor at the following address:

Contractor:	Kames & Associates Kames Geraghty
Address:	819 A Street, Suite #35
	San Rafael, CA 94901
Telephone No.:	(415) 572-2672

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

MEA COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)**REASON(S) REVIEW:**

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide technical support, design and development for the MCE website as requested by MEA staff.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be compensated at a rate of \$90 per hour and will bill monthly for services rendered. In no event will the maximum cost of services in Exhibit A exceed \$25,000 or 278 hours. Contractor will bill monthly for all services rendered.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Kames and Associates**

CONTRACT TITLE: **First Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>	\$	
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

The nature of services being provided by this contractor do not place MEA into any significant liability risk.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Third Agreement with Katie Gaier (Agenda Item #4 – C.12)

ATTACHMENT: Third Agreement with Katie Gaier

Dear Board Members:

SUMMARY: Your Board approved an Agreement with Katie Gaier on February 16, 2012 for Human Resources (HR) support services for a term of 1 year, with a maximum cost not to exceed \$6,500. On April 1, 2012 MEA and Ms. Gaier entered into a Second Agreement (“Original Second Agreement”) to render the same services in an amount not to exceed \$5,000. On January 8, 2013 MEA and Ms. Gaier amended and reinstated the Original Second Agreement with a revised contract amount not to exceed \$13,500.

Ms. Gaier’s scope of work increased significantly throughout 2012 which justified the additional agreements described above. Her services included advanced level HR consultation in transferring employee benefits packages to new providers, facilitating MEA’s first termination, assisting with the creation of position descriptions and compensation analysis which enabled the hiring of 6 additional staff amongst other ongoing HR related requests.

MEA has completed many of the activities needed to set up HR functionality with the organization and has carried out the majority of hiring that will be needed for the agency at full roll out. As a result, staff anticipates an ongoing, but decreased need for Katie Gaier’s services in the coming fiscal year in the amount of \$15,000. Her scope of work will include previous services she has provided on an as needed basis but will add more internal professional development training and reoccurring office hours for one-on-one employee consultation.

Recommendation: Approve the Third Agreement with Katie Gaier.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND KATIE GAIER**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the Katie Gaier**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor shall provide Human Resources support services; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$15,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Katie Gaier
Address:	869 San Anselmo Ave, #8
	San Anselmo, CA 94960
Telephone No.:	(415) 785-7428

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Human Resources support services will cover all professional consulting work including:

- Providing guidance for ongoing HR related inquiries
- Direction on escalated issues or sensitive topics (termination, etc.)
- Train internal staff on Human Resources skills and practices, and invest in professional development of MEA staff
- Offer regular onsite consultation directly to staff as needed

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

An hourly fee of \$100 will be applied for each hour of service. The contractor shall bill on a monthly basis in 0.25 hour increments for services rendered.

In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$15,000.

Fees will cover all professional time and consulting work including:

- Providing guidance for ongoing HR related inquiries
- Direction on escalated issues or sensitive topics (termination, etc.)
- Train internal staff on Human Resources skills and practices, and invest in professional development of MEA staff
- Offer regular onsite consultation directly to staff as needed

In addition to the hourly fees for services rendered, MEA will reimburse contractor for annual premiums for professional liability insurance in an amount not to exceed \$1,500.

EXHIBIT C

INSURANCE REDUCTION/WAIVER

CONTRACTOR: **Katie Gaier**

CONTRACT TITLE: **Third Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	--	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$500,000	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>	--	
Professional Liability Insurance	<input checked="" type="checkbox"/>		

Please set forth the reasons for the requested reductions or waiver.

Contractor maintains personal automobile liability insurance of \$500,000 only, which is adequate for services rendered. The nature of services being provided by this contractor do not place MEA into any significant general liability risk.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 7, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Third Agreement with Lehman, Levi, Pappas & Sadler (Agenda Item #4 – C.13)

ATTACHMENT: Third Agreement with Lehman, Levi, Pappas & Sadler

Dear Board Members:

SUMMARY:

Lehman Levi Pappas & Sadler (LLPS) has been providing legislative support to MEA since 2011. LLPS supported MEA's work in SB790 which resulted in legislative mandates that helped to level the playing field for CCA and enhance the ability of CCA's to administer energy efficiency programs. Since the passage and approval of SB790 LLPS has been continuing to support MEA's work by monitoring and communicating legislative activity that impacts CCA, representing MEA in strategic meetings as needed, and convening stakeholders with key MEA staff to ensure State decision-makers are well informed about MEA's progress and activities.

The proposed contract would allow for LLPS to continue to act as a contract lobbyist on behalf of MEA. Work would continue to be provided by Emily Pappas and would occur as needed and as requested by the Executive Officer of MEA. LLPS would also prepare necessary documents for filing with the Secretary of State and will provide these documents to MEA for approval and signature.

A monthly retainer of \$3,000 would cover all services provided by LLPS on a monthly basis from April 1, 2013 to March 31, 2014. The cost to MEA of this agreement shall not exceed \$36,600.

Recommendation: Approve the First Agreement with Lehman, Levi, Pappas & Sadler.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND LEHMAN, LEVI, PAPPAS & SADLER**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Lehman, Levi, Pappas & Sadler**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor will act as a contract lobbyist on behalf of MEAs needed and as requested by the Executive Officer of MEA.

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$36,600**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Lehman Levi Pappas & Sadler
Joanne Porter

Address: 1215 K Street, Suite# 1010
Sacramento, CA 95814

Telephone No.: (916) 441- 5333

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Lehman Levi Pappas & Sadler (LLPS) will act as a contract lobbyist on behalf of MEA. Work will be provided by Emily Pappas and will occur as needed and as requested by the Executive Officer of MEA.

LLPS will prepare necessary documents for filing with the Secretary of State and will provide these documents to MEA for approval and signature.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

A monthly retainer of \$3,000 for each month of service for work completed beginning April 1, 2013 until the end of the agreement. The cost to MEA of the retainer shall not exceed \$36,600.



March 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Fifth Agreement with Maher Accountancy (Agenda item #4 – C.14)

ATTACHMENT: Fifth Agreement with Maher Accountancy

Dear Board Members:

SUMMARY:

On March 4, 2010 Maher Accountancy began providing MEA with general accounting services. The First Agreement with Maher Accountancy ended on July 31, 2010 and had a maximum allowed amount of \$37,600. On August 5, 2010, MEA entered into the Second Agreement with Maher Accountancy to allow for continued accountancy services. The Second Agreement expired on March 31, 2011 and the maximum allowed amount under the contract was \$55,200. The Third Agreement between Maher Accountancy and MEA allowed for continued general accountancy services with a maximum allowed contracted amount of \$87,000. This agreement expired on March 31, 2012.

The Fourth Agreement was approved by your Board on March 1, 2012 to allow for continued general accountancy services with a maximum allowed contracted amount of \$94,000 and a termination date of March 31, 2013. Since the approval of the Fourth Agreement the Maher Accountancy has implemented the processing of MEA employee payroll and employee benefit and accruals accounting services at the request of MEA. The addition of these services results in an initial set up fee of \$2,900 and an increase of \$1,350 in the monthly service fee, resulting in an increased total contract amount not to exceed \$108,000.

Carrying forward the enhancements made to the Fourth Agreement, staff has prepared the Fifth Agreement with Maher Accountancy to be effective April 1, 2013 through March 31, 2014 in an amount not to exceed \$142, 000. The scope of work and fee monthly fee structure remains unchanged from the Fourth Agreement with the exception of the following activities which have been added:

- Facilitate MEA's privacy policy audit (re: customer Smart Meter data)
- Preparation for and maintenance of Energy Efficiency program (including significant vender/customer incentive payment processing, manage rigorous reoccurring CPUC reporting, and more)
- Preparation for and support throughout MEA's process of acquiring a credit rating and implementing a bond issuance

Recommendation: Approve the Fifth Agreement by and between the Marin Energy Authority and Maher Accountancy.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND MAHER ACCOUNTANCY**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Maher Accountancy**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor shall provide accounting and payroll processing services; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$142,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Maher Accountancy
John Maher

Address: 1101 Fifth Avenue, Suite #200
San Rafael, CA 94901

Telephone No.: 415.459.1249 ext. 101

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY
Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

MEASUREMENT REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)*

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

General Accounting Services

Maher Accountancy shall provide the following ongoing general accountancy services for the Term of this Agreement:

- Prepare timely monthly financial statements
- Monitor compliance with budgetary limits over expenditures
- Monitor services provider contract fiscal provisions
- Process cash disbursements
- Manage cash balances
- Manage the general ledger and prepare analyses to reconcile bank and other accounts
- Provide a means of maintaining appropriate segregation of duties and other internal controls
- Assistance with development and maintenance of budget for expenditures
- Maintain segregated account structure enable regulatory accounting for Energy Efficiency program, maintenance of incentive payments and budget reporting

Assistance with Annual Financial Statement Audit

Maher Accountancy shall prepare annual financial statement in accordance with generally accepted accounting principles, prepare and provide financial analyses and other support to MEA's independent auditors in order to minimize the cost of the audit.

Assistance with Internal Annual Review of Privacy Policy Compliance

Per CPUC 2012 decision regarding creation of MEA's privacy policy as it relates to Smart Meter customer data, Maher Accountancy will assist with review of documentation and processes per the decision. Maher Accountancy will then engage existing Financial Statement Audit Team for preliminary review. Finally, Maher Accountancy will perform the internal annual review of privacy compliance.

Credit Rating and Bond Issuance

Provide support for the planning and process of MEA's credit rating and bond issuance.

Additional Accounting or Consulting Services, as necessary

Accounting services not within the scope of the general accounting services upon the specific request of the Executive Officer.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Fees for services shall be as follows:

- Fees for general accounting services and payroll processing will be performed for \$118,200. Payment will be made in monthly installments of \$9,850 on or about the 15th of each month.
- Assistance with the annual audit will be performed for \$10,000 and will be payable at the conclusion of the audit.
- Additional support will be provided according to the following hourly rates and billed monthly for all services rendered:

Accounting support personnel	\$85
Account manager	\$160
Principal	\$290

Total costs under this contract will not exceed \$142,000.



March 7, 2013

TO: Marin Energy Authority Board

FROM: Elizabeth Kelly, Legal Director

RE: Fifth Agreement with Milbank, Tweed, Hadley & McCloy, LLP
(Agenda Item #4 - C.15)

ATTACHMENT: Fifth Agreement with Milbank, Tweed, Hadley & McCloy, LLP

Dear Board Members:

SUMMARY:

Milbank, Tweed, Hadley & McCloy LLP provides various project and project finance related legal services to the Marin Energy Authority. These services have included drafting of power purchase agreements and providing legal advisory services regarding new and existing contracts. Staff recommends creating a new contract in the amount of \$20,000 with Milbank, Tweed, Hadley & McCloy LLP for continuation of these essential services.

Recommendation: Approve Fifth Agreement by and between the Marin Energy Authority and Milbank, Tweed, Hadley & McCloy LLP.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND MILBANK, HADLEY, TWEED & MCCLOY**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Milbank, Hadley, Tweed & McCloy**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: legal services related to power purchase agreements and energy transactions;

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager: Sarah Gardner

MEA Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Allan Marks
 Milbank, Tweed, Hadley & McCloy LLP

Address: 601 S. Figueroa Street, 30th floor

Los Angeles, CA 90017

Telephone No.: (212) 530-5000

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
 Executive Officer

By: _____
 Chairman

CONTRACTOR:

By: _____
 Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide legal and transactional support for Power Purchase Agreements between the Marin Energy Authority and potential and existing energy suppliers.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of \$20,000 including direct non-salary expenses.

Contractor will bill monthly for all services rendered. Contractor's hourly fees for all professional services under this agreement are as follows:

Allan Marks	\$1160
Henry Scott	\$700
Deana Brown	\$585
Tom Quirxtner	\$585



March 7, 2013

TO: Marin Energy Authority Board

FROM: Elizabeth Kelly, Legal Director

RE: Fourth Agreement with Richards, Watson & Gershon (Agenda item #4 – C.16)

ATTACHMENT: Fourth Agreement with Richards, Watson & Gershon

Dear Board Members:

SUMMARY:

Richards, Watson & Gershon provides various municipal and general legal services to the Marin Energy Authority. These services have included providing advice on a wide range of municipal and joint powers authority issues, recommendations regarding the Brown Act, the Public Records Act, and conflict of interest laws. Staff recommends creating a new contract in the amount of \$60,000 with Richards, Watson & Gershon for continuation of these essential services.

Recommendation: Approve the Fourth Agreement by and between the Marin Energy Authority and Richards, Watson & Gershon.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FOURTH AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND RICHARDS, WATSON & GERSHON**

THIS FOURTH AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **Richards Watson & Gershon**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Contractor shall provide legal assistance regarding joint powers authority issues and procedures; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$60,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Greg Stephanicich Richards, Watson & Gershon
Address:	44 Montgomery Street, Suite #3800 San Francisco, CA 94104-4811
Telephone No.:	(415) 421-8484

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide General Counsel Services related to municipal and Joint Powers Authority laws, including the following:

- Meetings of the Board of Directors and its subcommittees upon request
- MEA's Joint Powers Agreement
- Transactions with various contractors, and legal opinions related thereto
- The Brown Act, Public Records Act, and conflict of interest laws
- Other general counsel tasks as specified by the Executive Officer

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Richards, Watson & Gershon will bill the MEA on a monthly basis for all services rendered at the following hourly rates:

Shareholders and Senior Attorneys: \$275 per hour

Associates: \$225 per hour

Reimbursement of costs shall include copying charges (at the rate of 10 cents per page), messenger and delivery services, express mail and other similar out-of-pocket expenses at the firm's cost.



March 7, 2013

TO: Marin Energy Authority Board
FROM: Jamie Tuckey, Communications Director
RE: Third Agreement with Sam Long (Agenda item #4 – C.17)
ATTACHMENT: Third Agreement with Sam Long

Dear Board Members:

SUMMARY:

On December 1, 2011, under the authority of the Executive Officer, MEA entered into a First Agreement with Sam Long to provide technical support for MCE website development and maintenance for a total contract amount not to exceed \$13,500. The First Agreement expired on March 31, 2012.

On April 1, 2012, MEA entered into a Second Agreement with Sam Long for continued technical support for the MCE website for a total amount not to exceed \$13,500. This agreement will expire on March 31, 2013.

The attached Third Agreement with Sam Long will allow for the contractor to continue providing technical support of the MCE website between April 1, 2013 and March 31, 2014. The contract amount will not exceed \$10,000.

Recommendation: Approve the Third Agreement by and between the Marin Energy Authority and Sam Long.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND SAM LONG**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the CONTRACTOR**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: contractor shall provide technical support for MCE website development and maintenance; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$10,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2013**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Jamie Tuckey
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6024

Notices shall be given to Contractor at the following address:

Contractor:	Sam Long
Address:	33 Sunset Way
	San Rafael, CA 94901
Telephone No.:	(707) 721-6568

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide technical support for MCE website development and maintenance.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be compensated at a rate of \$90 per hour and shall bill monthly for all services rendered. In no event will the maximum cost of services in Exhibit A exceed \$10,000 or 111 hours.

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EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Sam Long**

CONTRACT TITLE: **Third Agreement**

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MEA Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>	\$	
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

The nature of services being provided by this contractor do not place MEA into any significant liability risk.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____

RESOLUTION NO. 2013-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY HONORING FORMER MEA BOARD
MEMBER RICHARD COLLINS**

WHEREAS, the Marin Energy Authority (“MEA”) 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, MEA members include the following MEA communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

WHEREAS, Director Collins has been a dedicated and determined public servant, demonstrating considerable perseverance to ensure that Tiburon residents and businesses have the opportunity to choose Marin Clean Energy; and

WHEREAS, Director Collins was a persistent and ultimately successful advocate with the Town of Tiburon leadership, which voted to join Marin Energy Authority on November 19, 2008 and

WHEREAS, Director Collins contributed greatly to the formative years of MEA by joining MEA as a founding Board member, serving as Chair of the Technical Committee, participating in multiple Ad Hoc Committees of the Board, and providing insightful leadership and guidance throughout the organization; and

WHEREAS, Director Collins has always been an engaged and reliable Board member, generous with his time, offering his objective analysis of issues, along with gentle and constructive solutions; and

WHEREAS, Director Collins’s Board colleagues will sincerely miss him and his many contributions, his humor, collegiality, energy, and his supportive and encouraging attitude; and

WHEREAS, the Marin Energy Authority Board of Directors and staff sincerely thank Director Collins for his passion and commitment to the agency, its goals and purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority that the Marin Energy Authority Board and staff do hereby extend to Richard Collins our sincere and grateful appreciation for his unwavering and dedicated service to the Marin Energy Authority Board of

Directors, our best wishes to him for continued success, happiness, and good health in the years to come.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this Seventh day of March, 2013 by the following vote:

AYES	NOES	ABSTAIN	ABSENT
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City of Belvedere

Town of Corte Madera

Town of Fairfax

City of Larkspur

County of Marin

City of Mill Valley

City of Novato

City of Richmond

Town of Ross

Town of San Anselmo

City of San Rafael

City of Sausalito

Town of Tiburon

CHAIR, MARIN ENERGY AUTHORITY BOARD

ATTEST:

SECRETARY, MARIN ENERGY AUTHORITY BOARD

RESOLUTION NO. 2013-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY HONORING FORMER MEA BOARD
MEMBER THOMAS CROMWELL**

WHEREAS, the Marin Energy Authority (“MEA”) 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, MEA members include the following MEA communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Rafael, the City of Sausalito and the Town of Belvedere; and

WHEREAS, Director Cromwell has been a dedicated and determined public servant, demonstrating considerable perseverance to ensure that Belvedere residents and businesses have the opportunity to choose Marin Clean Energy; and

WHEREAS, Director Cromwell was a persistent and successful advocate with the City of Belvedere leadership, which voted to join Marin Energy Authority on December 8, 2008; and

WHEREAS, Director Cromwell contributed greatly to the formative years of MEA by joining MEA as a founding Board member, participating in Ad Hoc Committees of the Board, and providing insightful leadership and to the organization; and

WHEREAS, Director Cromwell has been a reliable Board member, offering input and guidance on a range of issues; and

WHEREAS, Director Cromwell’s Board colleagues will sincerely miss him, his contributions, and his supportive and encouraging attitude; and

WHEREAS, the Marin Energy Authority Board of Directors and staff sincerely thank Director Cromwell for his passion and commitment to the agency, its goals and purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority that the Marin Energy Authority Board and staff do hereby extend to Richard Cromwell our sincere and grateful appreciation for his unwavering and dedicated service to the Marin Energy Authority Board of Directors, our best wishes to him for continued success, happiness, and good health in the years to come.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this Seventh day of March, 2013 by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
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City of Belvedere				
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Town of Corte Madera				
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Town of Fairfax				
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City of Larkspur				
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County of Marin				
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City of Mill Valley				
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City of Novato				
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City of Richmond				
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Town of Ross				
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Town of San Anselmo				
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City of San Rafael				
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City of Sausalito				
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Town of Belvedere				
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CHAIR, MARIN ENERGY AUTHORITY BOARD

ATTEST:

SECRETARY, MARIN ENERGY AUTHORITY BOARD

RESOLUTION NO. 2013-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY HONORING FORMER MEA BOARD
MEMBER JONATHAN LEONE**

WHEREAS, the Marin Energy Authority (“MEA”) 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, MEA members include the following MEA communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

WHEREAS, Director Leone has been a dedicated public servant, demonstrating perseverance to ensure that Sausalito residents and businesses have the opportunity to choose Marin Clean Energy; and

WHEREAS, Director Leone was a persistent and ultimately successful advocate with the City of Sausalito leadership, which voted to join Marin Energy Authority on November 25, 2008; and

WHEREAS, Director Leone contributed to the formative years of MEA by joining MEA as a founding Board member, serving and participating in Committees of the Board, and providing insightful leadership and guidance; and

WHEREAS, Director Leone’s Board colleagues will sincerely miss him and his many contributions, his insight, perspective, and encouraging attitude; and

WHEREAS, the Marin Energy Authority Board of Directors and staff sincerely thank Director Leone for his contributions to the agency, its goals and purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority that the Marin Energy Authority Board and staff do hereby extend to Jonathan Leone our sincere and grateful appreciation for his unwavering and dedicated service to the Marin Energy Authority Board of Directors, our best wishes to him for continued success, happiness, and good health in the years to come.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this Seventh day of March, 2013 by the following vote:

AYES NOES ABSTAIN ABSENT

City of Belvedere

Town of Corte Madera

Town of Fairfax

City of Larkspur

County of Marin

City of Mill Valley

City of Novato

City of Richmond

Town of Ross

Town of San Anselmo

City of San Rafael

City of Sausalito

Town of Tiburon

CHAIR, MARIN ENERGY AUTHORITY BOARD

ATTEST:

SECRETARY, MARIN ENERGY AUTHORITY BOARD

MEA Board Standing Committees
February 28, 2013

Executive Committee

Damon Connolly, Chair
Kate Sears
Leonard Rifkind
Denise Athas
Ken Wachtel
Tom Butt

Technical Committee

Ford Greene
Larry Bragman
Kate Sears
Damon Connolly
[Open Seat]



March 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Energy Efficiency Coordinator

RE: Energy Efficiency Update (Agenda Item #9)

ATTACHMENTS: Sample Door Hanger for Tenant Outreach

Dear Board Members:

SUMMARY: This is a discussion only update on the MEA energy efficiency program.

Background

In August of 2012, MEA's application for energy efficiency funding for 2012 programs was approved by the California Public Utilities Commission, allocating \$328,000 in funding for a multifamily energy efficiency program. MEA has been ramping up and implementing this program since that time.

On the 9th of November, 2012, the CPUC approved MEA's application for funding for 2013 – 2014 energy efficiency programs, allocating over \$4 million to MEA. The 2013 – 2014 portfolio of programs includes continuation of the MEA multi-family energy efficiency program, implementation of small commercial and single family energy efficiency programs, and four financing pilots: on bill repayment for the multi-family, commercial, and single family sectors, and a standard offer program.

2012 Program Implementation

The multi-family energy efficiency program is well underway, with program policies and guidelines being finalized and energy assessments being conducted. In February 2013, this Board approved key contracts to fund technical assistance and implementation roles. The program has accomplished two energy assessments, provided technical assistance to three other potential projects, and is planning construction for two projects. Outreach is beginning in earnest with the finalization of key outreach documents.

2013 - 2014 Program Implementation

With the approval in February of key contracts, implementation for the single family and multifamily programs are underway. The single family program is based on the utilization of a unique and effective online web tool to educate homeowners about efficiency opportunities and connect them to resources for further action. This tool has been customized to meet the needs of MEA customers, and is anticipated to launch in March. The initial launch will focus on supporting the goals of the single family program. The web tool can offer more than just functionality for the single family program,

however, and will continue to be customized and developed to support the other MEA program offerings throughout the second quarter of 2013. Additionally, the primary subcontract under this program, PlanetEcosystems, Inc, is negotiating subcontracts with community organizations that can employ the web tool in unique outreach program strategies, including through school based campaigns and neighborhood canvassing programs. These subcontracts are being negotiated with guidance from MEA staff.

MEA staff has also been working to finalize implementation details for the small commercial energy efficiency program. This program will require significant coordination with a partially overlapping program offered by the Marin County Energy Watch partnership (funded by PG&E). MEA, the County of Marin, and PG&E have been in close discussion since November of last year to coordinate program offerings, helping to minimize overlap in the marketplace and avoid customer confusion. The resulting program design is a streamlined, direct install program offering a suite of options to small commercial customers in Marin. MEA staff has brought a contract for the implementation of this program before your Board for consideration at this meeting.

MEA staff has begun investigating potential program design options for the standard offer program, which would offer a set price per unit of energy reduction achieved and allow third parties to bid into the program to achieve these reductions. This program was discussed at the technical committee meeting in February, and MEA staff are responding to input received by both the Board members and members of the public. In particular, MEA staff are analyzing energy usage in MEA territory and comparing this to available energy efficiency programs to identify any gaps in service. Particular attention is being given to agricultural and industrial uses of energy as potential target sectors for program implementation.

MEA has been in ongoing communication with the Energy Division of the California Public Utilities Commission ("Energy Division") to finalize program documents and ensure compliance with applicable regulations. Energy Division staff have been directed to "lock down" program savings estimates in early March, and MEA staff has been responding to requests for corrections and clarifications in supporting program documents. Additionally, MEA has been working closely with the Energy Division to clarify and streamline the reporting that will be required as a condition of utilizing ratepayer funds to administer energy efficiency programs.

MEA continues to meet regularly with key regional program administrators, including PG&E, local government partners, and Bay Area Regional Energy Network program leads. The purpose of these meetings is to ensure that programs are operating smoothly without overlap, customers are not receiving multiple incentives from one funding source, and program administrators know which programs to refer customers to in which territories. Additionally, MEA staff has been working closely with City of Richmond staff to ensure the MEA efficiency programs are meeting the needs of the Richmond community.

Recommendation: Discussion item only.



YOU'RE INVITED!

COME LEARN HOW TO

SAVE MONEY BY SAVING ENERGY



***Dear Oak View &
Monte Vista Residents,***

Please join us for a
community meeting to
discuss the upcoming
energy upgrades that will
be taking place in your
building.

WHEN: Feb. 29, 2013, 7 P.M.

WHERE: APARTMENT #201

Visit us at: www.mceCleanEnergy.com
Email us at: ee@mceCleanEnergy.com



March 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Consideration of First Agreement with Rising Sun. (Agenda Item #10)

ATTACHMENT: A. Proposed First Agreement between MEA and Rising Sun
B. California Youth Energy Services Sample Outreach Materials
C. Staff Qualifications from Key Rising Sun Team Members

Dear Board Members:

SUMMARY:

The proposed contract with Rising Sun would provide MEA with a high quality, youth based program to deliver direct installation services for the MEA multi-family energy efficiency program in the City of Richmond.

Background

Energy efficiency was always an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and

- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MEA for the implementation of energy efficiency programs. The multi-family energy efficiency program is one of four program elements proposed to the CPUC, and is funded at a total of \$860,971. The program is designed to serve hard to reach multi-family properties and encourage property owners to invest in both common areas and tenant units.

After discussions with a range of vendors offering services in this sector Rising Sun rose to the surface as a strong program partner. Rising Sun has been offering the California Youth Energy Services (CYES) program in the San Francisco Bay Area for several years. The CYES program not only provides direct installation of light energy efficiency measures, such as high performance showerheads and light bulbs, but the youth are also trained in educating tenants on the benefits of energy efficiency and behavioral practices to improve their energy performance.

Additionally, the CYES program emphasizes hiring local youth, exposing them to a meaningful career opportunity and helping to build crucial skills for later professional success. These youth are often oriented to the communities they are serving, and provide energetic, multi-lingual services to the program.

The CYES program has been a cornerstone of the Marin Energy Watch Partnership, and has operated in the east bay – including the City of Richmond – for several years. MEA looks forward to integrating this program into the existing multi-family energy efficiency program. Working with proven, successful programs such as the CYES program enable MEA to continue the strong tradition of not only contributing to our clean energy future, but ensuring that community empowerment is an integral part of that future.

The requested contract amount of \$56,664 represents 1.4% of the total energy efficiency program budget and 6.5% of the multi-family budget. This contract would be funded completely from the energy efficiency program funds allocated by the CPUC. The services under this contract would provide energy evaluations and light efficiency installations in up to 200 tenant units in the City of Richmond.

Recommendation: Authorize execution of the First Agreement with Rising Sun to provide tenant education and direct installation of light efficiency measures for MEA's 2013 – 2014 multi-family energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND RISING SUN ENERGY CENTER**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the Rising Sun Energy Center**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: to provide energy efficiency contract services;

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$56,664**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 7, 2013**, and shall terminate on **December 31, 2013**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Beckie Menten
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Rising Sun Energy Center
Address:	1900 Addison Street Suite 100
	Berkeley, CA 94704
Telephone No.:	(510) 665-1501

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

The purpose of this Statement of Work is to outline the planning, coordination, and implementation of the direct install and outreach component of the MEA Multifamily Efficiency Program in the City of Richmond.

PART A: MEA MULTIFAMILY EFFICIENCY PROGRAM, CITY OF RICHMOND

SCOPE OF WORK

Rising Sun Energy Center is a Berkeley-based non-profit organization, established in 1994. Since 2000, Rising Sun has promoted energy conservation and sustainable living via a youth employment program ages 15-22, known as the California Youth Energy Services (CYES). The CYES program trains and employs youth to provide resource conservation audits and retrofits to local residences in the form of a Green House Call (GHC). Green House Calls include the installation of energy and water-saving materials and conservation education.

Rising Sun operates the CYES program by setting up satellite CYES site offices in partner cities. Youth Energy Specialists are hired locally from the partner city/region and serve the local community. The average cost of running of a CYES satellite office is approximately \$100,000 per site. This cost includes youth salaries, manager salaries, site set-up and breakdown, outreach and marketing, equipment and materials, transportation, planning, coordination, and all overhead costs.

Rising Sun will run and manage a California Youth Energy Services program site office in the City of Richmond during the 2013 summer season. In addition, Rising Sun will train and employ on-call youth Energy Specialists to perform Green House Calls in multifamily buildings beyond the CYES program period, from September through December. Single-family work will occur only during the CYES program, and will be under the auspices of the East Bay Energy Watch. Multifamily will be under the auspices of the Marin Energy Authority and this Statement of Work.

Rising Sun will coordinate direct installations in up to 200 tenant units with MEA and other partners under this agreement.

Period of Performance

Rising Sun will execute the Scope of Work from March 2013 to December 2013 in three phases: Design and Planning, Training and Implementation, and Closing and Reporting.

Location of Work

CYES: The Richmond site office will be set up in a suitable office/classroom space contributed in-kind by the City of Richmond. Youth Energy Specialists will be based out of the CYES site office, and will perform field work in local residents' homes.

On-Call: On-call Energy Specialists operating after the conclusion of the CYES program will work out of Rising Sun headquarters at 1900 Addison Street in Berkeley.

Direct Install and Outreach Services

CYES and On-Call Energy Specialists perform Green House Calls that provide multifamily building occupants with free energy and water conservation assessments, light efficiency measures, and education/engagement.

A CYES Green House Call consists of:

- A walkthrough energy assessment of the dwelling unit with the client, looking for energy- and water-saving opportunities
- Direct installation of free energy and water saving measures; for example:
 - Efficient-flow faucet aerators and showerheads
 - Screw-in compact fluorescent lamps (CFLs)
 - Power strips
- Checking for adequate attic insulation (if applicable) and pipe insulation
- Testing gallon per minute (GPM) flow rate tests on all feasible shower, kitchen, and bathroom water fixtures and replacement with low flow fixtures if appropriate
- Assessment of toilets for leaks and flush volume
- Assessment of refrigerator and water heater temperature settings
- Energy and water conservation education
- A customized, emailed report to the client documenting work completed and ways to further capture energy savings after the appointment

Rising Sun will ensure that staff responsible for performing direct installs have a basic familiarity with energy efficiency and training in the installation of basic efficiency measures, including light bulb replacements, pipe insulation, shower and faucet head replacements, and toilet assessments. Rising Sun will meet quality control standards of the project, and MEA will provide feedback as needed.

Rising Sun will ensure that staff responsible for engaging tenants during direct installs have an understanding of the value of energy efficiency, the energy upgrade process, general information about MEA, MCE Clean Energy, and the MEA Multifamily Energy Efficiency Program. Rising Sun will provide staff responsible for engaging tenants with customer service training that will include how to handle difficult customers, as well as risk management procedures. When tenants are present during the GHC, tenant engagement will encompass educating tenants about the benefits of energy efficiency and motivating tenants to change behavior and achieve increasing levels of energy efficiency.

WORK SCHEDULE

Program Design and Planning: March - May 2013

Upon finalizing the contract, Rising Sun will begin program planning and design. Rising Sun will also conduct a youth and manager recruitment campaign in the spring. Program design and planning includes:

- Youth recruitment and hiring
- LIFT recruitment and hiring
- Manager recruitment and hiring
- Inventorying and purchasing of tools, equipment, and materials
- Preparation of outreach and audit forms

Program design and planning also includes the following activities specific to the MEA partnership:

- Lead-generation and property owner / manager agreements to be provided by MEA to ensure unit goals are met
- Development of a process by which multifamily units will be assigned to Rising Sun and the Richmond CYES and on-call teams (timing of the visit, scheduling, etc.)
 - Lead generation and property management agreements will be provided by MEA to Rising Sun two weeks in advance of the service/install date.
- Development of a process to “return” completed units to MEA
- Development of a process to credit and report on energy savings to MEA
- Recruitment of a City of Richmond resident to serve as the Richmond site manager

Program Training and Implementation, CYES: June - August 2013

CYES program implementation begins with site office setup in all partner cities. Rising Sun will set up the Richmond site office during the first week of June. Rising Sun will conduct week-long Manager and LIFT trainings, followed by a week-long youth training. Youth Energy Specialists will conduct field work for six weeks following training. Program training and implementation includes:

- Site set-up (IT, etc.) and distribution of tools, equipment, and materials
- Manager Training (week-and-a-half training)
- Youth Training (one-week training)
- LIFT Training (one-week training)
- Program Implementation (six weeks of field work/Green House Calls)
- Continued lead generation and property management agreements by MEA (duration of program implementation)

Program Training and Implementation, On-Call: September - November 2013

Multifamily program implementation will continue in September after the close of the CYES program via an on-call staff of youth Energy Specialists. The on-call crew will consist of prior CYES Energy Specialists. To the extent possible, on-call crew will be youth from the City of Richmond. On-call crew will install the same measures and follow the same process as the Green House Call.

Lead generation and property management agreements for September-November 2013 will be provided by MEA to Rising Sun two weeks in advance of the service/install date.

Program Close and Reporting: August and December 2013

An initial report on the success of the CYES program will be provided in September. A second and final report will be provided in December. Program close and reporting includes:

- Site breakdown and closeout
- Data analysis and translation
- Creation of Richmond-specific report
- Distribution of all reports

Monthly, quarterly, and/or annual reports will be provided as needed or requested.

DELIVERABLES AND OUTCOMES

Design and Planning: March - May 2013

- Develop program structure and work schedule
- Establish coordination process between MEA, Rising Sun, and other MEA Multifamily Efficiency Program contractors
- Recruit and hire 8 area youth Energy Specialists at \$9.00-\$10.00 per hour in collaboration with the City of Richmond
- Recruit and hire two summer CYES Managers to supervise youth and conduct local outreach
- Recruit and hire one LIFT (Leader-in-Field-Training) Energy Specialist; a LIFT must be returning Energy Specialists and may not necessarily be from the City of Richmond
- Identify and retain a program location space from local partners
- Solicit and partner with local water district/dept. to secure water measure donations needed for program (showerheads, kitchen aerators, bathroom aerators, water flow bags, and toilet dye tablets)

Program Training and Implementation, CYES: June - August 2013

- Site setup
- Implement a one-and-a-half-week technical training for CYES Managers
- Implement a one-week technical and professional training for youth Energy Specialists
- Implement a one-week technical and professional training for LIFT employees
- Receive confirmed multifamily assignments from MEA
- Coordinate the scheduling of direct installations with MEA staff and other MEA Multifamily Efficiency Program contractors

- Provide direct installations and tenant engagement in Richmond with energy and water education and free hardware installation (Green House Call)
- Provide ongoing professional development training to youth
- Conduct continuous in-field quality control by CYES Managers through ride-alongs, drop-in visits, and client follow-up calls

Program Training and Implementation, On-Call: September - November 2013

- Establish and train On-Call crew
- Receive confirmed multifamily assignments from MEA
- Coordinate the scheduling of direct installations with MEA staff and other MEA Multifamily Efficiency Program contractors
- Provide direct installations and tenant engagement in Richmond with energy and water education and free hardware installation (Green House Call)
- Conduct continuous in-field quality control by Rising Sun staff through ride-alongs, drop-in visits, and client follow-up calls

Program Close and Reporting: August and December 2013

- Move out of and close-out site office
- Generate and distribute an interim and final report for MEA to include:
 - Number of multifamily units served
 - Number of each measure installed
 - Total energy and water savings
 - Total number of youth hired
 - Percentage of renters served
 - Percentage of low-moderate income households served
 - Breakdown of client demographics
- One final report to be provided in August, one to be provided in December

REPORTING

Rising Sun will provide monthly, quarterly, and/or annual reports to MEA to satisfy the reporting requirements of the California Public Utilities Commission (CPUC). Rising Sun will revise reports to resolve errors or inconsistencies noted by MEA staff. Reporting metrics include, but are not limited to, measures installed, energy savings, and cost of installation. Note that the actual data required for reporting is being confirmed with the CPUC and the California Energy Commission (CEC), and therefore, the reporting templates provided to Rising Sun may undergo change. Rising Sun will be expected to work with MEA to satisfy the minimum reporting requirements of the CPUC and/or the CEC, as such reporting relates to funds supplied to Rising Sun by MEA. Once CPUC and CEC reporting requirements are established, any changes to the agreed-upon reporting requirements will be made in writing and agreed upon by both Rising Sun and MEA.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)**

PAYMENT SCHEDULE

MEA MULTIFAMILY EFFICIENCY PROGRAM, CITY OF RICHMOND SUMMER and FALL 2013 BUDGET - BREAKDOWN					
	# OF UNITS	RATE	STAFF	ALLOCATION	TOTAL
Youth Salaries					
Summer Energy Specialists	100	\$ 40.00	2	100%	\$ 8,000.00
Fall On-Call Energy Specialists	100	\$ 40.00	2	100%	\$ 8,000.00
Subtotal - Youth Salaries					\$ 16,000.00
Management Salaries					
Summer Site Manager	100	\$ 50.00	1	100%	\$ 5,000.00
Fall Manager	100	\$ 80.00	1	100%	\$ 8,000.00
Subtotal - Management Salaries					\$ 13,000.00
Permanent Staff Salaries					
Director of Youth Programs	200	\$ 90.00	1	10%	\$ 1,800.00
CYES Area Director	200	\$ 80.00	1	10%	\$ 1,600.00
Subtotal - Permanent Staff Salaries					\$ 3,400.00
Program Operations					
			(Units)		
Equipment and Tools	1	\$ 500.00		100%	\$ 500.00
Telephone & Telecommunications	1	\$ 900.00		100%	\$ 900.00
Transportation	1	\$ 4,000.00		100%	\$ 4,000.00
Printing and Copying for Audit & Training Materials	1	\$ 500.00		100%	\$ 500.00
Postage, Shipping, Delivery	1	\$ 0.52	200	100%	\$ 104.00
CYES Polo Shirts	8	\$ 12.00		100%	\$ 96.00
CYES Training Manual	8	\$ 40.00		100%	\$ 320.00
Subtotal - Program Operations					\$ 6,420.00
Retrofit Materials (does not include labor costs)					
Powerstrips	200	\$ 8.00		100%	\$ 1,600.00
CFLs	1600	\$ 3.00		100%	\$ 4,800.00
Torchieres	50	\$ 40.00		100%	\$ 2,000.00
Aerators	In-Kind	\$ -			\$ -
Showerhead	In-Kind	\$ -			\$ -
Toilet Leak Tablets	In-Kind	\$ -			\$ -
Water Flow Bags	In-Kind	\$ -			\$ -
Subtotal - Retrofit Materials					\$ 8,400.00
SUBTOTAL - EXPENSES					\$ 47,220.00
Overhead Expenses					
Overhead Expenses	1			20%	\$ 9,444.00
Subtotal - Overhead					\$ 9,444.00
TOTAL BUDGET					\$ 56,664.00

RATE SCHEDULE	
Executive Director	\$110.00
Deputy Director	\$100.00
Program Director	\$90.00
Contractor	\$90.00
Operations Manager	\$80.00
Program Managers/Area Directors	\$80.00
Marketing Manager	\$80.00
Auditor	\$80.00
Administrator	\$50.00
CYES Summer Managers	\$50.00
Misc. Direct Implementation Staff	\$50.00
Youth Staff	\$40.00

The following agreed-upon contributions by MEA are necessary for the implementation and execution of this outlined Statement of Work.

- **Part A: MEA Multifamily Energy Efficiency Program, City of Richmond**

Contribution of a maximum of \$56,664 in funding per the budget in Exhibit B:

- Rising Sun will submit invoices for time and materials monthly on a reimbursement basis
- Incentive dollars will be invoiced in a lump sum in August and December
- The funding above represents a not-to-exceed (NTE) amount. Any funding remaining at the conclusion of the summer term as a result of lower than expected demand for the MEA Multifamily Efficiency Program will be rolled into the fall funding.

Backup documentation will include hours billed. Time allocations for Rising Sun staff will indicate the following fields showing daily hours worked in the following areas:

- Direct Installation – including installation crew time, as well as coordination and/or supervision
- Administration

Mileage and expenses (such as specific materials costs) submitted will show clear and direct relation to the MEA program. Proof of valid auto insurance will be provided in order for mileage expenses to be paid.

Payments will be made in full within 30 days upon receipt of the invoice. Rising Sun will invoice MEA on a monthly basis for time and materials expenses accrued during the previous billing period. Rising Sun may invoice separately for incentive dollars in one lump sum at the conclusion of a six week “high season,” once in September and once in December.



LLAME AHORA

¿Qué es California Youth Energy Services (CYES)?

CYES es un programa de Rising Sun Energy Center, una organización sin fines de lucro que promueve el empleo juvenil y la concientización hacia la conservación de energía y de recursos naturales en el área de la Bahía. Los jóvenes profesionales que lo visitarán son entre las edades de 15 y 22 años. Ellos realizarán un Green House Call, lo cual es una evaluación del uso de energía y agua y la instalación de productos para conservar energía y agua. Este servicio reducirá el consumo de energía eléctrica, gas, e agua. ¡Es servicio gratuito!

¿Quién puede recibir un Green House Call gratuito?

Clientes de PG&E que viven en algunas ciudades de los condados de Marin, Alameda, y Contra Costa pueden recibir un Green House Call. ¡Arrendatarios y dueños de cualquier nivel de ingreso son elegibles!

¿Cuáles son los días disponibles para pedir una cita?

Citas para recibir un Green House Call están disponibles los días Martes a Jueves durante los meses de Julio y Agosto. En algunas ciudades, hay otras fechas disponibles también—llámenos para saber los detalles.

¿Cómo pido mi Green House Call?

¡Llámenos al **510-665-1501 x 10!**

O visite a nuestro sitio web:

www.risingsunenergy.org/content/greencall.html



1900 Addison St, Ste 100
Berkeley, CA 94704

Agenda Item #10: Att. B - CA Youth Energy Svcs Savings Outreach Materials

"This was a perfect combination of helping my community, and putting a little extra money in my pocket for school. Now I'm excited about green jobs!"

Midi Morales
CYES Youth Energy Specialist

"A fabulous service! The two guys were great - professional, knowledgeable, competent. Thank you!"

Susan Lopes
Green House Call Recipient

"Residents save money, the state is reducing its energy use...and the youth become skilled, informed, and empowered. This program works!"

Linda Maio
Berkeley City Council Member

**REDUCE YOUR BILLS • CREATE
NEW JOBS • SAVE THE PLANET
ALL FREE OF CHARGE**



Building Healthy Communities through
Climate Solutions and Green Career Pathways

www.risingsunenergy.org | 510-665-1501 x10



CALL TODAY

WHAT is California Youth Energy Services (CYES)?

CYES is a program of Rising Sun Energy Center, a green workforce development non-profit organization that has provided residential efficiency services for Bay Area residents since 2000.

- Our staff of professional youth, ages 15-22, come to your home and conduct a free **Green House Call** - an assessment and installation of free efficiency products.
- These services reduce electricity, gas, and water waste and are provided at **no cost**.

WHO can get a free Green House Call?

Any PG&E customer close to our service cities in Marin, Alameda, and Contra Costa Counties. Renters and owners of all income levels are eligible!

WHEN are free Green House Calls available?

Weekdays in July and Aug. In some cities, **Green House Calls** are also available year round. Call for details!

HOW do I reserve my free Green House Call?

Slots fill up fast, so call now at **510-665-1501 ext 10**

Or sign up online!

www.risingsunenergy.org/content/greencall.html

HERE'S HOW IT ALL WORKS



When we arrive, we'll introduce ourselves and bring in our equipment, then check your water meter and water pressure outside.



We'll sit down with you, complete a quick survey, then tour your home together to hunt for energy savings opportunities.



We'll check your attic to see if you need more insulation. You may qualify for our subsidy of over 50% — call for details!



Every home is a healthy or unhealthy "system." We'll scout out waste, like air leaks or gadgets that use power even when they're off.



A tumble dryer uses lots of energy. If you have a yard, we can install a free retractable clothesline as a sunny-day alternative.



We can replace your old incandescent bulbs with long-lasting, energy-saving CFL bulbs.



Toilet running? We'll check for and identify leaks!



Water waste? We'll test how much water you're using, then install free high-pressure efficient shower heads and faucet aerators.



After the visit, we'll write a customized report with savings recommendations and email you a copy!

OUR COMMUNITY PARTNERS

Rising Sun Energy Center would like to thank the following community partners for their support. The CYES program is possible because of the support of public, private, and local government partners.



Pacific Gas & Electric Company (PG&E)

East Bay Energy Watch Partnership

Marin Energy Watch Partnership

County of Marin

City of Albany

City of Antioch

City of Berkeley

City of El Cerrito

City of Emeryville

City of Fremont

City of Livermore

City of Oakland

City of Pleasanton

City of Richmond

City of San Leandro

City of San Pablo

City of Union City

East Bay Municipal Utility District

Marin Municipal Water District

North Marin Water District

Alameda County Water District

Lawrence Berkeley National Lab

California consumers are not obligated to purchase any full fee service or other service not funded by this program. This program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC).

Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California.



RISING SUN ENERGY CENTER

Building Healthy Communities through Climate Solutions and Green Career Pathways

a 501(c)(3) non-profit organization

YOUTH PROGRAMS – 2012 REPORT

PROGRAM SUMMARY

Since its inception in 1994, Rising Sun Energy Center (Rising Sun) has evolved from a modest renewable energy education center into a leading green workforce development, environmental education and retrofit services organization serving communities around the California Bay Area. Headquartered in Berkeley, Rising Sun's mission is to empower individuals to achieve environmental and economic sustainability for themselves and their communities.

Rising Sun sees young people as the key to this mission, and we believe that if youth enter adulthood with sufficient resources, support and training, they can become leaders within their own communities. Rising Sun has shown success in providing this needed support and training through our California Youth Energy Services, Leaders-in-Field-Training, Youth Council, and Green Bridge Academy training and leadership programs. Together, these initiatives comprise Rising Sun's youth programs.

RESULTS

In 2012, Rising Sun youth programs:

- Provided employment and training to **138** youth
- Served **3,388** households with energy saving hardware and information
- Installed or provided **39,862** energy and water saving measures
- Provided **annual** energy savings of approximately **1,447,601** kilowatt hours (kWh) and **28,666** therms
- Provided savings of approximately **4,245** gallons of water per minute of usage

California Youth Energy Services (CYES): CYES, in operation since 2000, is Rising Sun's flagship youth employment and energy efficiency retrofit program. CYES provides much-needed opportunities for youth and young adults to gain transferable job skills in a productive setting where they receive coaching and mentoring, while increasing the broader community's awareness and use of sustainable practices through education and direct installation of energy efficiency hardware. The CYES program simultaneously serves youth, communities, and the environment through five major goals:



1. To increase both youth and residents' knowledge of energy efficiency and water conservation
2. To increase youth employability and professional skills, and expose them to careers in environmental fields
3. To provide residents with direct energy and water savings, helping communities reach their Climate Action Plan goals
4. To reduce human contributions to climate change
5. To affect behavioral change that improves the environment and fosters environmental stewardship

Leaders-in-Field Training (LIFT): The most committed young adults from CYES return each year to develop their skills, advance their opportunities, and serve their community in new ways. LIFT is designed to provide these standout individuals with higher levels of training, providing former Energy Specialists with positions of increased responsibility and a higher rate of pay during the CYES summer. LIFT

teaches crucial managerial skills: how to supervise staff, facilitate trainings, attend to administrative duties, and role-model for peers.

Green Bridge Academy (Green Bridge): The specialized Green Bridge component of CYES combines academic courses at a local community college with CYES' hands-on work experience. Intensive case management is provided in this semester-long, full-time program, which connects underserved, low-income young adults (ages 18-24) with multiple barriers to higher education with a pathway to rewarding green careers and a life of environmental stewardship.

Youth Council: Youth Council is a year-long volunteer program designed to empower youth and cultivate leadership through environmental stewardship and community service, while developing professional and business skills. Each year, participants plan and implement a local service project, and travel abroad for an international service learning opportunity.

2012 OUTCOMES – YOUTH PROGRAMS

In 2012, Rising Sun expanded the geographic range of its services with the addition of a summer campaign in Antioch. In 2012, Rising Sun ran youth-driven energy efficiency and retrofit campaigns in the following cities and surrounding areas:



- Antioch
 - Berkeley*
 - Emeryville
 - Fremont
 - Livermore
 - Oakland*
 - Pleasanton
 - Richmond*
 - San Leandro
 - Union City
 - Marin County
- *also served by Green Bridge*

Energy and Water Savings: CYES youth delivered and installed the following materials **at no cost** to Bay Area households:

- **29,935** CFLs
- **2,799** efficient-flow faucet aerators
- **910** efficient-flow showerheads
- **697** retractable clotheslines
- **2,373** powerstrips
- **718** CFL floor lamp torchieres
- **776** feet of water heater pipe insulation
- **1,654** strands (165,400 bulbs) of LED holiday lights

At current rates, the energy saved over the **lifetime** of the installed measures from Rising Sun's 2012 youth programs will save residents:

- Over **\$2 million** in total energy dollars¹
- Over **13 million** kilowatt hours of electricity and **343,000** natural gas therms
- Over **10,887** metric tons of CO₂ greenhouse gas emissions²

THIRTEEN YEARS OF IMPACT

Over the past thirteen years, CYES and Rising Sun's youth programs have trained more than **900** young people and provided over **19,988** homes with energy- and water-saving hardware.

At current rates, the energy saved over the **lifetime** of the installed measures from **2000-2012** will save residents:

- Over **\$13.7 million** in energy dollars¹
- Over **93.4 million** kilowatt hours of electricity and **2.5 million** natural gas therms
- The reduction of over **76,900 metric** tons of CO₂ greenhouse gas emissions²

This is equivalent to **one** of the following CO₂ greenhouse gas emissions²

- CO₂ emissions from **8,621,076** gallons of gasoline consumed
- Annual greenhouse gas emissions from **16,021** passenger vehicles
- Carbon sequestered annually from **63,033** acres of pine or fir forests



¹ Assuming an average of \$.12/kWh and \$1.00/therm

² Calculated using the U.S. Environmental Protection Agency Greenhouse Gas Equivalencies Calculator

CYES: YOUTH EMPLOYMENT AND DEVELOPMENT

The CYES program utilizes a youth employment training model in order to provide valuable job training and skills development to Bay Area youth, while serving a target population of hard-to-reach residents. This model provides young people with job experience in a productive context where they receive coaching and mentoring. Employability skills can be the most difficult skills to teach, and often do not translate in a classroom setting. In a work setting such as CYES, however, these skills translate directly, as youth experience the value and necessity of professionalism in their daily activities. The CYES youth employment training model:

- Builds on young peoples' strengths and promotes resiliency by giving them significant responsibility
- Empowers youth to be competent employees and citizens, earning their own money and taking ownership of their careers
- Fosters professionalism through our code of conduct and behavioral policies, which mirror standard workplace practices

Due to the demanding and autonomous nature of the Energy Specialist position, participants develop outstanding professional skills, including flexibility, reliability, and competence. They also learn the importance of professionalism, customer service, and cultural competency, as they serve a diversity of households and clients through their work experience. While these skills help youth pursue ongoing employment in any sector they choose, they are especially valuable in the emerging green economy.

Green Jobs for Youth: CYES provides both basic employment skills training and specific knowledge for a career in the energy, environmental, or conservation sectors. CYES youth have more opportunities in the growing green jobs sector after gaining a basic understanding of the mission and language used in this field. CYES youth are also exposed to Rising Sun's other programs, which provide additional in-depth training and employment in the building performance and energy efficiency industries.

Ethnicity		Bilingual Languages	
African American	38%	Spanish	17%
Caucasian	21%	Chinese	5%
Asian/Pacific Islander	16%	French	4%
Latino	16%	Punjabi and Hindi	4%
Other	9%	Khmu	2%
Decline to State	1%	Other	10%
Gender		First Green Job	
Male	58%	Yes	96%
Female	42%	No	4%
Education and Work Status		Plans to Continue in Green Industry	
High School	38%	Yes	38%
College, 2-yr	43%	No	28%
College, 4-yr	16%		
Out of School, Employment Difficulty	2%		

Local Youth Empowerment: Youth are hired locally from the communities they live in and serve residents from those communities. This



summer, CYES employed an economically, ethnically, and socially diverse group of young people. Our youth represent the diversity and culture of their communities, thereby becoming leaders and educators who challenge neighborhoods to become energy and water efficient.

Skill Development: The CYES program provides youth with both technical and professional training and work experience. Youth get hands-on experience in basic residential energy auditing, hardware installation, and energy education. They also develop valuable professional skills, such as customer service, punctuality, communication, and workplace professionalism, through their interactions with clients, co-workers, and supervisors. The CYES training format includes a formal week-long training, as well as ongoing in-field supervision, feedback, and professional development workshops throughout the program.

COMMUNITY BENEFITS

The CYES program provides services to all community members, regardless of income. However, it was designed to serve hard-to-reach residents, including renters, non-English speaking households, and low-moderate income households. CYES brings services directly to these households via bilingual Energy Specialists and renter-specific marketing. Since Energy Specialists are hired directly from the communities they serve, their language skills mirror the community itself and allow increased access to non-English speaking households. We place primary importance on connecting with each client, and on providing reliable, trustworthy, and relevant information, so that clients gain a new level of access to efficiency information.

CYES 2012 Client Demographics

Ethnicity		Language	
Caucasian	41%	English	78%
Hispanic/Latino	18%	Spanish	13%
Asian/Pacific Islander	18%	Chinese	1%
African American	18%	Hindi	2%
Other	4%	Other	6%
Home Information		Additional Information	
Average Square Footage	1,530	Disabled Clients	15%
Average Household Size	3	Senior Citizens	23%

some of the client feedback below:

"Great program for energy conservation, as well as summer youth employment. They were very knowledgeable, helpful, and provided great customer service! Highly recommended."

"Very pleased with personnel and services performed. Excellent presentations from both personnel/staff. Thank you for services as well as items made available to our household to help reduce our energy bill."

"Wonderful customer service! Gave great insights into efficient use of energy, water, and electricity."

Residents Served in 2012:

- **68%** of the homes served were low-to-moderate income homes
- **45%** of customers served were renters
- **22%** were primarily non-English speaking

Client Feedback: At each Green House Call, a pre-stamped client feedback card is left to solicit client feedback and referrals. In 2012, **99%** of our clients rated the customer service of the CYES program as good or excellent, and **98%** rated the overall program quality as good or excellent. See

"We were very delighted with the courtesy and professionalism of the two young men who came to our home. We were pleased with the program and are recommending it to our friends."

"It was heartening to know these teens are so committed to educating themselves and us on energy saving and efficiency."

"Great program to help save energy and money."

COMMUNITY CONTRIBUTORS, FUNDING, AND PARTNERSHIPS**The California Public Utilities Commission (CPUC) and the Pacific Gas and Electric Company (PG&E)**

CYES is a successful community-based services program with a long history of partnership with local government bodies, community-based groups, and water & power utilities. CYES coordinates with multiple local agencies to increase wrap-around services, program referrals, and community engagement. Local program partnerships include the East Bay Energy Watch and Marin Energy Watch Partnership, which are collaborations between PG&E, local governments, and energy services providers, including Rising Sun. Generous funding for the CYES program is provided by California ratepayers under the auspices of the California Public Utilities Commission.

WATER DISTRICTS AND MUNICIPALITIES

The following water districts and departments provided funding and support for the water conservation portion of the CYES program:

- Alameda County Water District
- City of Livermore Municipal Water Department
- East Bay Municipal Utility District
- Marin Municipal Water District
- North Marin Water District

LOCAL GOVERNMENT AND COMMUNITY CONTRIBUTORS

The following local governments and community donors provided CYES with the additional support and funding needed to set-up community offices, hire and train local youth, and provide residential homes with energy and water efficiency measures and education throughout Alameda, Contra Costa, and Marin counties:

- City of Antioch
- City of Berkeley
- City of Emeryville
- City of Fremont
- City of Livermore
- City of Pleasanton
- City of Richmond's City Manager's Office
- City of Richmond's Dept. of Employment and Training
- City of San Leandro
- City of Union City
- Dean Witter Foundation
- Miranda Lux Foundation
- Lawrence Berkeley National Laboratory
- S.D. Bechtel, Jr. Foundation

What do cities have to say about the CYES program?

"Union City's...CYES program was a great success! The CYES program has resulted in jobs for local youth, energy and water savings for local residents, and education for the community. After the initial setup, Rising Sun staff expertly managed the program with minimal assistance from City staff."

-Avalon Schultz, Associate Planner, City of Union City

Community Supporters

CYES also partnered with the following community organizations, departments, and schools. These partners provided integral support in securing program site offices, identifying and hiring local youth, and providing community connections for client recruitment.

- | | | |
|---------------------------------------|-----------------------------------|------------------------------------|
| • Berkeley City College | • Livermore High School | • Oakland Technical High School |
| • Berkeley High School | • Madrone High School | • Pleasanton Public Library |
| • Berkeley YMCA Teen Center | • Marin Academy Eco-Council | • Richmond YouthWORKS & YouthBUILD |
| • Berkeley Youth Alternatives | • Marin City College | • San Domenico High School |
| • College of Marin | • Marin Oaks High School | • San Marin High School |
| • Davis Street Family Resource Center | • Mission Valley ROP | • San Rafael High School |
| • Dominican University | • Mission San Jose High School | • Solar Richmond |
| • Drake High School | • MyClymond High School | • Tamalpais High School |
| • James Logan High School | • Nick Rodriguez Community Center | • Terra Linda High School |
| • John F. Kennedy High School | • Novato High School | |

LEADERSHIP PROGRAMS

Leaders-In-Field-Training (LIFT) Program

In its fourth year, the LIFT program experienced significant achievement in participant growth and leadership. Both new and old partnerships merged to support recruitment efforts, provide space for training, and facilitate other LIFT activities. LIFT participants benefitted from a LIFT Coordinator, a new position created to support the LIFT program and focus on leadership development. The LIFT Coordinator assisted in facilitating a week-long LIFT leadership training and weekly, ongoing LIFT professional development workshops. In turn, LIFT participants conducted professional development workshops for youth Energy Specialists at their individual work site locations, facilitating life skills workshops integrated with environmental education topics.

LIFT participants created and achieved both personal and professional development goals, supported through mentorship and feedback by their site managers, Area Directors and LIFT Coordinator.

LIFT participants took on a central role in administering a successful new project and partnership with Lawrence Berkeley National Laboratory (LBNL), increasing their project planning and administrative competencies by implementing a tracking system for a metering project in which electric usage was measured on household appliances. The LIFT tracked over 1,000 meters in over 870 homes. LIFT participants also successfully planned and implemented the program-wide, end-of-summer celebration that recognizes all summer staff for their hard work and accomplishments in achieving program goals. Approximately 130 Energy Specialists, LIFT, managers and Rising Sun headquarter staff attended the event. 100% of LIFT participants indicated that they received transferable professional and project management skills as result of their experience with LIFT.

CYES Youth Council

The Youth Council is youth-driven volunteer member group that strives to build strong community leaders, environmental stewardship, and global citizenship. The Youth Council is comprised of a small, diverse group of committed youth and young adults, who receive coaching to build their skills in planning and running effective team meetings, decision-making, and time management. Youth Council members also received focused training in project planning and fundraising. This training is put into practice as members implement domestic and international service projects.



In December 2011, the Youth Council embarked upon the organization's first-ever international service-learning expedition in Guatemala. Youth Council members constructed seven fuel-efficient, ventilated stoves for seven Guatemalan families in need, replacing three-stone open fires used for cooking and heating, which caused acute respiratory illness, blindness and severe burn incidents, primarily among women and children. The stoves the Youth Council built improved safety, health, and quality of life among the families. Youth Council members were generously welcomed and embraced by the community they served, and the venture was life-changing for both the Youth Council members and the Guatemalan families. Youth Council members performed the stove building project with commitment, enthusiasm and purpose; discovered their own hidden abilities; and recognized and used each other's strengths throughout the project, contributing to the overall success. One member reflected, "I never felt more useful".

In May 2012, Youth Council members successfully designed and implemented a local community service project in East Oakland. In partnership with the City of Oakland, Youth Council members adopted a block in East Oakland at 98th Ave & Bancroft Ave to implement a median beautification project. Youth Council members outreached to the East Oakland community for project involvement, and recruited high school students to help them gain volunteer hours required for high school graduation. Youth Council members also successfully solicited vendors and secured in-kind donations to provide lunch to all volunteers on the project. Youth Council members indicated an overall increase in knowledge of environmental awareness and advocacy through program activities and coaching.

MARKETING AND OUTREACH HIGHLIGHTS

In order to recruit clients to receive Green House Calls, youth programs staff continuously marketed the program throughout 2012. CYES marketing and outreach methods included: tabling at Farmer's Markets and community events, neighborhood canvassing, networking with community organizations, holding halogen floor lamp and holiday light swap events, social and traditional media, online outreach, passing out flyers and brochures, coordinating with property management companies, public transit advertising, and meeting with city and community officials.

Farmer's Markets: The CYES Outreach team frequented the following Farmer's Markets throughout the summer: Antioch and Antioch Kaiser, Emeryville, Fremont, Livermore, Mill Valley, North & South Berkeley, Oakland, Pleasanton, Point Richmond, Richmond, San Leandro Downtown and Bay Fair, San Rafael, and Union City.

Major Events: The CYES Marketing team attended many community events throughout the spring and summer. Season highlights included: Antioch Clean-Up Day; Antioch Pool Safety Day; Berkeley Bay Festival; Berkeley Earth Day; Berkeley Holiday Crafts Fair; City of Antioch Earth Day; City of Fremont Earth Day; City of Oakland Earth Day; Earth Day Marin Festival; Emeryville Earth Day; Fremont Kids & Kites Festival; Fremont Music in the Park Concert Series; Las Positas College Job Fair; Lawrence Berkeley National Laboratory Earth Day; Oakland Technical High School Job Fair and All-School BBQ; Pleasanton Cinderella Classic Bike Ride; Pleasanton Earth Day Recycling Event; Pleasanton First Wednesday Street Parties; Pleasanton Girl Scouts Anniversary Party; Richmond Cinco de Mayo Festival; Richmond Compost Giveaway; Richmond Healthy Village Event; Richmond Music on the Main; tabling at the Downtown Larkspur Country Mart, Montclair Presbyterian Church Pacific Park Plaza, and San Rafael YMCA; Tiburon Friday Nights on Main; UC Berkeley Green Career Fair; and Union City Egg Hunt.

Presentations: Presentations helped garner CYES sign-ups and build relationships with community organizations. In addition to direct outreach to property managers, presentations included the following organizations and schools: Antioch Booster Club, Antioch Kiwanis, Bahia Vista School, Berkeley Housing Inspector Department, City of Pleasanton, Davis Street Family Resource Center, Emery Secondary School, Good Earth Market, Hacienda Mobile Home Park, Livermore City Council, Mill Valley Rotary Club, Oakland Technical High School, Pickleweed Community Center, Ralph & Mary Ruggieri Senior Center, San Leandro City Council, San Leandro Chamber of Commerce Coffee Connection, San Leandro Rotary, San Leandro Rotoract, South Berkeley Senior Center, Union City Senior Center, and Vineyard Estates Mobile Home Park.

Media: CYES was featured in several media pieces in 2012. Check out the links at <http://www.risingsunenergy.org/content/news.html>.

- Marin Independent Journal: "An Easy Way to Save Energy Over the Holidays"
- City of San Rafael, City Manager Snapshot: "Holiday Light Swap"
- Zero Waste Marin: "Energy Efficient Holiday Light Swap"
- Western City Magazine: "Today's Youth: Tomorrow's Green Workforce"
- The Pleasanton Weekly: CYES Pleasanton Feature
- Contra Costa Times: "CYES Swaps 88 Torchieres at One Event!"
- San Jose Mercury News: Torchiera Swap Feature
- Contra Costa Times: Torchiera Swap Feature
- The Independent: "Pleasanton Mobile Home Conservation"
- KPFA, "The Morning Mix - The Project Censored Show": July 6, 2012
- Green For All: "Fighting for Our Future: Creating Youth Opportunities in the Green Collar Economy"

RUNNING A CYES PROGRAM

CYES is available to partner with municipalities, utility companies, and community-based organizations. To learn more about CYES and all of Rising Sun's youth programs, contact Julia Hatton, Director of Youth Programs, at (510) 665-1501 x21, or hatton@risingsunenergy.org for more information.



RISING SUN ENERGY CENTER

Building Healthy Communities through Climate Solutions and Green Career Pathways

Staff Qualifications

Rising Sun's diverse staff team draws on educational and work experience gained both nationally and abroad. Staff bios of the Rising Sun Management Team and CYES Key Personnel are provided as follows:

Jodi Pincus, Executive Director

Jodi joined Rising Sun in 2006 and has been serving as the Executive Director since 2007. Under her management, Rising Sun has evolved from a modest renewable energy education center into a leading green workforce development and retrofit services organization.

Jodi is a recognized expert on the green economy, youth employment frameworks, sustainable social enterprise models and workforce development. Under her leadership, Rising Sun Energy Center has developed innovative green training and employment models that are held as exemplars in both the national and international community. Jodi has participated in several policy groups, conferences, and task forces, and has been featured in the media, where she has shared her expertise on how environmental investments can create green jobs for disadvantaged communities while improving environmental quality for everyone.

Recently, Jodi has been asked to present as a panel member at Greenlining's Economic Summit on *Jobs Creation: New Models and Old Myths*, at USC Price School of Public Policy *Bay Area Policy Forum on Environmental Sustainability and Green Jobs*, and at the Presidio Graduate School on *Social Enterprise Models: Challenges and Rewards*. Upcoming, Jodi will be speaking at the 2012 San Francisco Green Festival on *Building Real Green Jobs in the Bay Area*. Jodi has also been invited to the 2012 WISE Summit in Qatar for the unveiling of the *The 2012 WISE Book* (Bloomsbury Publications) as Rising Sun is featured as one of 14 international high-impact projects demonstrating innovation at the intersection between education and the workforce.

Jodi is a thought leader and administrator with over 14 years of experience. She specializes in managing staff and programs using consensus building and conflict resolution, developing curricula, evaluating and analyzing outcomes, change management, and researching program methodology and effectiveness. Born in South Africa and a former resident of Australia, Israel and Mexico, Jodi considers herself a global citizen. She has committed much of her life to social justice and sustainability, and is dedicated to solving issues of social inequality and environmental degradation through innovative, proactive approaches. Jodi is a UC Berkeley graduate in Peace and Conflict Studies and holds a MBA from the Presidio Graduate School in Sustainable Management.

Alison Freeman, Deputy Director

Alison Freeman joined Rising Sun in 2010, bringing a diverse skill set developed over 17 years in administration and program development in both England and America. Over the course of her career she has distinguished herself as a driving force behind improving operations, team

development and financial controls. Alison has developed vocational training programs with an aim to transition youth into full time employment. She specializes in program monitoring and evaluation, using systemic thinking and strategic planning to build programs that encourage innovation and personal/professional development. Throughout her career and volunteer work, Alison has been committed to working towards providing education and training specific to the individual. Alison holds a BA in History and Social Economics from Manchester University, UK.

Julia Hatton, Director of Youth Programs

Julia joined Rising Sun in 2012 and oversees Rising Sun's youth programs, including California Youth Energy Services (CYES), Leaders-in-Field-Training (LIFT), and Youth Council. Julia has worked across industries in the public, private, and nonprofit sectors; her focus has been economic and community development and building collaborative public-private partnerships. Prior to Rising Sun, she ran the Connecticut Efficient Healthy Homes Initiative, a DOE-funded, utility-run weatherization program that provided residential energy efficiency, health, and safety upgrades to low-income families statewide, while sustaining green jobs. Julia graduated from Northwestern University, and is an alumna of the Coro Fellows Program in Leadership and Public Affairs in St. Louis.

Travers McNeice, CYES Program Manager

Travers joined Rising Sun in early 2011 as a Site Manager in San Mateo. Currently, Travers is the Marin Program Manager and is responsible for year-round operations. In the summer, his job transitions to Area Director, where he oversees and supervises CYES sites in six cities in the East Bay. Travers has a BS in Biology from UC Santa Barbara, and a MSc from Oxford University in Biodiversity Conservation & Management. Travers's background is in environmental biology and ecology, with a focus on sustainable wildlife conservation, and he has prior work experience in the youth education field. As a CYES Program Manager, Travers's responsibilities include program development, implementation and evaluation, as well as staff and participant supervision.

Adrian Sacharski, Community Outreach Manager

Adrian earned a BA in Business & Marketing from Saint Mary's College. Adrian has worked with the CYES and Green Bridge programs since 2008 in community outreach and youth training capacities, in the summer, after-school and Green Bridge Academy programs.



March 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Consideration of Second Agreement with Community Energy Services Corporation (Agenda Item #11)

ATTACHMENT: A. First Agreement between MEA and the Community Energy Services Corporation (CESC)
B. First Addendum to Agreement between MEA and CESC
C. Proposed Second Agreement between MEA and CESC
D. Sample Energy Evaluation Report
E. Resumes from Key CESC Team Members

Dear Board Members:

SUMMARY:

The proposed contract with the Community Energy Services Corporation (CESC) would provide MEA with an implementation contractor for the small commercial energy efficiency program.

Background

Energy efficiency was always an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and
- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MEA for the implementation of energy efficiency programs. The small commercial program is funded at \$1,380,817. The program seeks to accomplish comprehensive energy efficiency improvements in small commercial properties. These properties are traditionally very difficult to serve, and the MEA program seeks to build upon an existing successful direct installation model and enhance the depth of measures that are traditionally performed in this delivery model.

CESC has been a leading implementer of small commercial direct install programs across the Bay Area, including in the County of Marin, for several years. The CESC and County of Marin Smart Lights program has accomplished significant energy and monetary savings for Marin County and City of Richmond residents, primarily through lighting and refrigeration upgrades.

MEA has been working closely with the County of Marin and PG&E to develop a jointly implemented program for the small commercial customers of the County of Marin. The Smart Lights program will continue to be offered in Marin in 2013 – 2014, and MEA sought to avoid customer confusion by running two programs side by side that would serve the same sector. MEA, the County of Marin, PG&E, and CESC will work closely together to implement a modified Smart Lights program, which offers more extensive whole building measures than previously were available under the existing program model. The objective is to accomplish the greatest amount of comprehensive retrofits for Marin and City of Richmond businesses without creating confusion in the marketplace.

CESC will serve as the main program implementer for the Marin County Energy Watch Partnership program, and under the proposed contract would be the lead program implementer for the MEA program as well. CESC would canvass neighborhoods offering energy evaluations at no cost to small businesses. CESC would then prepare and deliver energy evaluation reports to the small businesses, select contractors from a pool of pre-determined contractors who have agreed to specific payment terms, and oversee the installation of the efficiency measures for quality control.

In addition to these services, Smart Lights would also be providing savings estimations for lighting in the MEA multifamily energy efficiency program.

The requested contract amount of \$172,000 represents 4.3% of the total energy efficiency program budget, and 12.4% of the small commercial program budget. This contract would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Authorize execution of the Second Agreement with CESC to implement the small commercial energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
Community Energy Services Corporation**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **September 12, 2012** and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and the Community Energy Services Corporation (CESC), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: Energy Efficiency Contract Services; and

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract.

Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$20,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **September 10, 2012**, and shall terminate on **December 31, 2012**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverage required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA of Marin may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the MEA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

14. AMENDMENT:

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

15. 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 MEA, as is evidenced in writing.

16. JURISDICTION AND VENUE:

This Contract 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.

17. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MEA, 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 contract..

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

19. ENERGY SAVINGS:

MEA shall have all right, title and interest in the environmental attributes (including, but not limited to, any and all credits, benefits, emissions reductions, offsets, savings, and allowances, howsoever entitled) attributable to the services performed pursuant to this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

21. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Martin Bond, Community Energy Services Corporation
Address:	1013 Pardee St
	Berkeley, CA 94710
Telephone No.:	510-981-7757

22. ACKNOWLEDGEMENT OF EXHIBITS



Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.



Scope of Services

EXHIBIT B.

☒ **Budget**

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

APPROVED BY

Marin Energy Authority:

By: [Signature]
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: [Signature]
Executive Director

Name: Martin Bond

9/26/12

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: N/A

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor's Scope of Services will include energy assessments and retrofit services for Marin Clean Energy's Multifamily Energy Efficiency Project.

Activities under this contract will be performed as requested by MEA staff and will include, but not be limited to:

1. Recruiting multi-family properties to participate in program
2. Conducting energy assessments as directed by Marin Clean Energy
3. Gaining customer acceptance of energy-efficiency retrofit projects
4. Managing Energy Efficiency retrofit projects as applicable
5. Providing calculations of savings achieved to MEA staff

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Fees:

The maximum compensation for labor, travel and materials is not to exceed \$20,000. This contract will be billed as a time and materials contract.

Community Energy Services Corporation			
Hourly Rates (unless otherwise noted)			
Direct Implementation			
	Program Manager	TBD	\$ 65.00
	Sr. Project Manager	TBD	\$ 65.00
	Project Managers	TBD	\$ 60.00
	Project Coordinator	TBD	\$ 50.00
Mileage	Per Mile	at current IRS rate	

Budget:

Administrative Costs	\$0
Marketing and Outreach	\$0
Technical Assistance Direct Implementation	---
Activity	\$20,000
Contract Total	\$20,000



**FIRST ADDENDUM TO FIRST AGREEMENT
BY AND BETWEEN THE MARIN ENERGY AUTHORITY AND THE
COMMUNITY ENERGY SERVICES CORPORATION**

This FIRST ADDENDUM is made and entered into on December 1, 2012, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and the Community Energy Services Corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and Contractor entered into an Agreement to provide energy efficiency contract services on September 10, 2012 ("Agreement"); and

WHEREAS, Section 5 to the Agreement terminates said agreement on December 31, 2012; and

WHEREAS, the parties desire to amend Section 5 to terminate the agreement on March 31st, 2013; and

NOW, THEREFORE, the parties agree to modify Section 5 of the Agreement as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.
2. Section 5 is hereby amended in its entirety to read as follows:

Section 5, Time of Agreement:

This Agreement shall commence on September 10, 2012 and shall terminate on March 31st, 2013. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

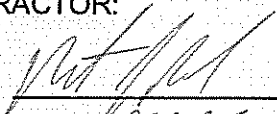
IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first written above.

CONTRACTOR:

By:

Name:

Title:

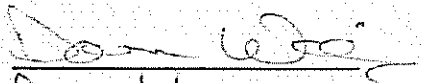

MARTIN BOND
Interim Executive Director

MARIN ENERGY AUTHORITY:

By:

Name:

Title:


DAWN WEISZ
EXECUTIVE OFFICER

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND COMMUNITY ENERGY SERVICES CORPORATION**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 7, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the Community Energy Services Corporation (CESC)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: To provide energy efficiency contract services.

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 MEA, 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:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract 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 Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$172,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 7, 2013**, and shall terminate on **December 31, 2013**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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 MEA. The general liability policy shall be endorsed naming the Marin Energy Authority and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MEA prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MEA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Contract 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 Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA 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. The MEA 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 Contract 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 MEA prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract 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 Contract 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, the MEA 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 the MEA may conclusively rely thereon.

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 Contract without prior written approval of the MEA 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 the MEA evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA 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 the MEA's expense, provide such reports, plans, studies, documents and writings

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

This Contract 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 MEA, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Contract 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 MEA, 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 contract..

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

MEA 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. MEA 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 MEA's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Beckie Menten
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Community Energy Services Corporation
	Martin Bond
Address:	1013 Pardee Street
	Berkeley, CA 94710
Telephone No.:	(510) 981-7757

20. ACKNOWLEDGEMENT OF EXHIBITS

	<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	

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

APPROVED BY

Marin Energy Authority:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by MEA Counsel at Marin Energy Authority's Request

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

The following Scope of Work describes the services CESC will provide to MEA to implement the small commercial energy efficiency program. This program will be jointly funded and implemented with the Marin Energy Watch Partnership, a County of Marin and Pacific Gas and Electric company program. The MEA small commercial program anticipates accomplishing the following goals through this scope of work:

1. Conducting efficiency improvements in 193 small commercial establishments in Marin County and the City of Richmond
2. Achieving savings of 2,539,856 kWh, 238,767 therms, and 686 kW with an incentive budget of \$436,192 (incentive disbursement will be handled by MEA upon a project receiving sign off by CESC.)

1	Administrative
a	Set up Data Management and Accounting protocols to comply with MEA / CPUC program reporting requirements
b	Define customer eligibility criteria
c	Define Program Process: Marketing/ enrollment; Audits/Scheduling; Project Management/installation; Inspections/ QA&QC; invoicing/reporting
d	Define Audit Criteria: information tracked, savings calculation methodology
e	Create customer-facing reports with applicable branding, metrics and financing options
f	Create tracking reporting methodology: Create Internal tracking process
g	Integrate financing options into audit process and customer reports
h	Define required documentation for project installation
2	Contractor Recruitment
a	Recruit contractors and suppliers, including those with HVAC capacity
b	Solicit, negotiate, and institute 2013-14 Program Installation labor and material pricing
c	Create contractor requirements for invoicing payment of incentives
d	Prepare Contractor Training documents and workshop
e	Hold contractor training workshop
f	Define Workforce Development organizations role: MCCDC, RichmondBUILD, Rising Sun
3	Incentives
a	Set incentives for the installation of energy efficiency retrofits, to meet cost effectiveness goals for each measure/ technology
b	Establish incentive structure to encourage deep retrofits , and multiple measures: either 'Packages' or 'Tiers'
4	Marketing
a	Define Message, in collaboration with PG&E reflecting joint program structure, including co-branding

b	Create/ Modify existing marketing material (flyers/application/website)
c	Develop Program Marketing and Outreach Plan: target markets/cities/business sectors
d	Define Enrollment process
e	Create/ modify existing enrollment forms/ Site Access Agreements
f	Create and implement Contractor/Partner Organization co-marketing/ outreach strategy
5	Quality Assurance/Quality Control
a	Determine contractor requirements
b	Establish Post Inspection procedure, % of inspections by MEA, and incentive amount threshold for automatic inspection
c	Process for verification of incentive payments
d	Dispute Resolution lan
6	Coordinate with PG&E on programs to avoid duplication/competition
a	Hold meetings with complimentary and non-competitive EE & DR Programs operating in MCE territory
7	Program Implementation
a	Lead generation
b	Conduct onsite energy evaluations
c	Prepare and deliver evaluation reports, including any necessary customer facing follow up
d	Provide project management to customer, including contractor selection and scheduling, construction oversight, and post-installation inspections
e	Ensure construction errors are resolved in a timely and satisfactory manner
f	Communicate successful project completion to MEA for incentive disbursement
g	Manage invoicing and attribution per joint program implementation plan developed by MEA and PG&E
h	Provide input to MEA and PG&E on process or program design improvements
i	Report on program activities on a monthly basis

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Fees:

The maximum compensation for labor, travel and materials is not to exceed \$172,000. This contract will be invoiced on a monthly basis as a time and materials contract.

Community Energy Services Corporation			2013 Rates
Hourly Rates (unless otherwise noted)			
Admin			
	Program Manager		\$ 65.00
	Division Director		\$ 75.00
Marketing	Manager		\$ 55.00
	Coordinator		\$ 50.00
Direct Implementation			
	Program Manager		\$ 65.00
	Sr. Project Manager		\$ 65.00
	Project Managers		\$ 60.00
	Operations Coordinator		\$ 50.00
	Project Coordinator		\$ 50.00
Mileage	Per Mile	At current IRS rate	
Materials	At cost		

Budget:

Administrative Costs	\$50,000
Marketing and Outreach	\$20,000
Technical Assistance Direct Implementation	---
Multifamily Lighting Evaluations	\$5,500
Commercial Energy Evaluations	\$96,500
Contract Total	\$172,000

Smart Lights Program

1013 Pardee Street, Berkeley, CA 94710

Fax (510) 981-0102

Tel (510) 981-7750

www.smartlights.org



To: Joanna Perez-Green
510-981-9818 (office)
joanna@ebenergy.org
510-981-0102 (fax)

Hello Joanna:

The following is the SmartLights Customer Report for [REDACTED]. A glossary of abbreviations and terminology is included for your convenience.

To help you implement your energy efficiency upgrade, SmartLights will provide you with a rebate of to **\$1,017.52** of the **\$1,640.36** total cost of the project.

The proposed project will save you an estimated **\$1,052.46** per year in electricity costs, with a payback of approximately .6 years, based on wattage reduction identified by SmartLights and the operating schedules you provided. Please verify these schedules in the report to ensure their accuracy. With a return on investment of 167%, this is one of the best investments you can make today and it will reduce your yearly carbon footprint by 2,945 lbs of CO2!

To reserve your rebate and begin project installation, please sign and date the final two pages of the report, titled 'Customer Participation Agreement' and 'Customer Work Order'. Then simply fax or mail it to us at the number/address listed above.

You may also modify the proposed project to ensure that it meets your needs and budget. Possible options include reducing the scope of the project, using your own contractor, or installing the equipment yourself. Whatever your concerns, I will work with you to ensure that the project meets your specific needs.

As a courtesy to you, the SmartLights rebate quoted above is available to your business for 30 days. If I don't hear back from you within that period, I may need to make your rebate available to other businesses. Funding for this extremely popular program is limited, and services and incentives are available on a first-come, first-served basis.

Please call me by 3/10/2013 to let me know if you would like to proceed with the installation, or to discuss any questions or concerns you might have about the proposed project. I can be reached at 510-981-7753.

Thank you for your interest in the SmartLights Program. I look forward to working with you!

Cordially,

Eric Bartsch

Customer Report



Presented To	Site Contact
Joanna Perez-Green Outreach Coordinator Community Energy Services Corp. 1013 Pardee Street, Suite 201 Berkeley CA 94710	Joanna Perez-Green Outreach Coordinator Community Energy Services Corp. 1013 Pardee Street, Suite 201 Berkeley CA 94710

Audit Number	10082	Utility & Rate	MEA	A1
Audit Type	Lighting	Business Type	ASM	
Rebate Code	13MedCom EBEW	Survey Date	1/10/2013	
Program	EB Energy Watch 2013-14	Report Date	1/10/2013	

Project Summary - Lighting

Total Install Cost	\$ 1,640.36	In order to minimize potential change orders, please make sure you fully understand the proposed measures outlined in this report. The SmartLights specialist will be more than happy to discuss these measures with you. Please retain this report for your records, as it will be very helpful when ordering replacement products.
Total Rebate	\$ 1,017.52	
Final Cost	\$ 622.85	
Estimated Savings	\$ 1,052.46 Per Year	Calculations based on .18 per kWh and 2013-14 EBEW Medium Commercial - 90% *Total Cost rebate.
Simple Payback	0.6 Years	
Return on Investment	167%	
Rebate % of Total Cost	62.03%	
Estimated Monthly Savings	\$ 87.71	
Estimated Energy Savings	5,434 kWh/year	
Power Reduction	2.039 kW	
CO2 Emissions Reduction	2,945.228 lbs CO2/year	

Program Manager	Auditor	Contractor
Jessica Sealock Program Manager Community Energy Services Corp. 1013 Pardee Street, Suite 201 Berkeley CA 94710 510-981-7758	Eric Bartsch Sr. Project Manager Community Energy Services Corp. 1013 Pardee Street, Suite 201 Berkeley CA 94710 510-981-7753	Rianto Lie Energy Auditor Community Energy Services Corp. 1013 Pardee Street, Suite 201 Berkeley CA 94710

The SmartLights Program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission and is a member of the PG&E's East Bay Energy Watch Partnership.

Site | [REDACTED]

Audit Number | **10082****01 | Entrance****Note:** This area includes the stairwell and lobby areas. Must ring doorbell for access.Existing / **Proposed** Schedule Total Cost Rebate Net Cost

(10) INC A19 100-1L	A	\$450.00	\$462.00	-\$12.00
(10) LED INT 12E1-1L-A19-2700 °K-Custom	A			

Note: These fixtures are installed in specialty pendant fixtures throughout the area.

- 10 LED Screw-In - Custom: Remove existing lamp; install new 12w LED A19 lamp [LED10E26A1927K] - 2700 °K lamp color temperature

02 | Office 1**Note:** This office is to the left.Existing / **Proposed** Schedule Total Cost Rebate Net Cost

(3) T8 4' 32E3-3L-NPO	A	\$164.88	\$64.58	\$100.31
(3) T8 4' 32E2-2L-PREM-LPO (3L to 2L)-5000 °K	A			

- 3 Remove existing (3) 4' lamps and (2) ballasts; install (2) 4' T8 lamps and (1) LPO/2L electronic ballast, remove unused lampholders

(3) T8 4' 32E2-2L-PREM-LPO-uncontrolled	A	\$236.76	\$28.80	\$207.96
(3) T8 4' 32E2-2L-PREM-LPO and (3) OSW 1-GANG	B , B			

- 3 Remove existing switch; install wall switch sensor in single gang box, new faceplate

03 | Office 2**Note:** This room already has an occupancy sensor; no sensor needed.Existing / **Proposed** Schedule Total Cost Rebate Net Cost

(4) T8 4' 32E3-3L-NPO	B	\$219.84	\$86.10	\$133.74
(4) T8 4' 32E2-2L-PREM-LPO (3L to 2L)-5000 °K	B			

- 4 Remove existing (3) 4' lamps and (2) ballasts; install (2) 4' T8 lamps and (1) LPO/2L electronic ballast, remove unused lampholders

04 | Hallway**Note:** The recessed cans in this area have already been upgraded with LED lamps; no retrofit recommended for these fixtures.Existing / **Proposed** Schedule Total Cost Rebate Net Cost

05 | Restroom

Existing / Proposed	Schedule	Total Cost	Rebate	Net Cost
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(4) HAL PAR38 75-1L	B	\$84.88	\$35.84	\$49.04
(4) CFL INT 19E1-1L-P38-FLOOD-5100 °K	B			

Note: Recessed can fixtures.

- 4 Remove existing lamp; install TCP 2P3819, 19w P38 flood lamp

06 | Lion's Cage

Existing / Proposed	Schedule	Total Cost	Rebate	Net Cost
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(12) HAL MR16 LV 50M1-1L	B	\$384.00	\$340.20	\$43.80
(12) LED INT 6E1-1L-MR16-2700 °K-Custom	B			

Note: These fixtures located in track fixtures; contractor to make sure that the lamps fit in the fixtures.

- 12 LED MR-16 - Custom: Remove existing lamp; install new 6w LED MR16 lamp
[LED6MR16WFL27K] - 2700 °K lamp color temperature

Measure Schedules**(A) 12 hours/day, Monday-Friday** – average rate \$.198/kwh, 3120 hrs/yr**(B) 9am-5pm, Monday-Friday** – average rate \$.184/kwh, 2080 hrs/yr**(D) 24 hours/day, 7 days/week** – average rate \$.172/kwh, 8760 hrs/yr**(E) Off Peak - Dusk to Dawn** – average rate \$.168/kwh, 4100.17 hrs/yr

Site | [REDACTED]

Audit Number | **10082**

Equipment List

Qty		Unit Labor	Unit Equip	Labor Cost	Equip Cost	Total Cost
3	OSW 1-GANG Remove existing switch; install wall switch sensor in single gang box, new faceplate	\$26.84	\$52.08	\$80.52	\$156.24	\$236.76
4	CFL INT 19E1-1L-P38-FLOOD Remove existing lamp; install TCP 2P3819, 19w P38 flood lamp	\$6.00	\$15.22	\$24.00	\$60.88	\$84.88
12	LED MR-16 - Custom [e] [I] LED MR-16 - Custom: Remove existing lamp; install new 6w LED MR16 lamp [LED6MR16WFL27K]	\$7.00	\$25.00	\$84.00	\$300.00	\$384.00
10	LED Screw-In - Custom [e] [I] LED Screw-In - Custom: Remove existing lamp; install new 12w LED A19 lamp [LED10E26A1927K]	\$10.00	\$35.00	\$100.00	\$350.00	\$450.00
7	T8 4' 32E2-2L-LPO (3L to 2L) Remove existing (3) 4' lamps and (2) ballasts; install (2) 4' T8 lamps and (1) LPO/2L electronic ballast, remove unused lampholders	\$26.00	\$28.96	\$182.00	\$202.72	\$384.72

Notes:

Costs include disposal and tax

Custom = custom priced item

SetUp Fee = extra fee for contractor travel, setup, materials and recycling

Access Labor = extra labor costs for areas with difficult access

Ceiling Labor = extra labor costs for high ceiling installations

Installation Preference = extra labor costs for any unique installation requests

Set Up Fee \$100.00

Total Base Labor \$470.52

Extra Access Labor \$0.00

Extra Ceiling Labor \$0.00

Installation Preference

Total Equipment \$1,069.84

Extra Cost \$0.00

Total **\$1,640.36**

SmartLights Customer Participation Agreement

I, the undersigned, on behalf of the business customer identified below, acknowledge and agree to the following:

Eligibility

I am an electric or natural gas Customer of PG&E with an active meter serviced by PG&E. If I have an existing on-site cogeneration or self generation, the SmartLights program will not pay incentives for energy savings that exceed my annual energy usage from PG&E.

Project Completion

I have reviewed the recommendations in the Customer Report and Work Order. I hereby authorize the SmartLights Program of Community Energy Services Corp. ('CESC') to contact a participating licensed contractor ("Installation Contractor") to complete the recommended energy efficiency project. I have obtained any necessary authorization from the landlord or property manager to complete the project. In most cases, the project should be completed within 3 weeks of signing the attached Customer Work Order. Work will occur during a time that is mutually agreeable to both me and the Installation Contractor. Labor for work performed outside of the normal work week will be charged accordingly. I understand that I am responsible for paying my portion of the project costs (total costs minus the Instant Rebate), and that my portion is due to the Installation Contractor upon project completion and receipt of the project invoice. I, as a California consumer, am not obligated to purchase any full fee service or other service not funded by this Program. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Funding for the Program is limited. Instant Rebates will be paid on a first-come, first-served basis until 12/31/2014 or until funds are depleted, whichever occurs first. Rebates are considered taxable income. Prices and rebates subject to change if I delay installation by more than 2 months after contract signing.

Correction of Electrical Code Violations is Not Covered

Although code violation are rarely found, if any code violations are found that affect the completion of the project, I can either opt to (1) have the Installation Contractor stop work and charge me only for completed work, or (2) have the Installation Contractor provide an additional estimate for correcting the code violations. Costs for correcting the code violations are solely my responsibility and are outside the scope of this contract.

Role of Administrators and Contractors, Access Agreement

I will be signing a Customer Work Order contract (attached) with the Installation Contractor for work recommended in the Customer Report and Work Order. In the event of any defect in the work (including equipment and installation), I will look solely to the equipment manufacturer or Installation Contractor and I absolve CESC and its employees of any liability with respect to the work. I agree to allow CESC staff and/or external PG&E-approved verifiers access to the facility should external inspection be required for purposes of verification, monitoring, and program evaluation. The rebate is subject to change if any equipment is not found installed as specified. This Program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California.

Estimate Energy Savings

The estimated energy savings quoted in the Customer Report and Work Order are based on the equipment operating schedules that are included in the proposal and an averaged PG&E utility rate. I believe these schedules accurately describe how the equipment is operated at the facility listed in this document. Since many factors contribute to energy use in any facility, and the installed equipment is only one factor, I understand that CESC and the Installation Contractor assigned to me do not guarantee that a specific level of energy or cost savings will result from the implementation of energy conservation measures funded under this Program.

Life of Product

I understand incentive payments are based on related energy benefits over the life of the product. I agree if 1) I do not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) I cease to be a distribution Customer of PG&E during said time period, then I shall refund a prorated amount of incentive payment(s) to PG&E based on the actual period of time for which I provided the related energy benefits as an electric Customer of PG&E.

"Double Dipping"

I can only use the SmartLights Program rebates to offset costs for the work and equipment specified as part of the project. I will not be able to apply financial incentives offered by another utility, state, or manufacturer program funded by California ratepayers under the auspices of the California Public Utilities Commission towards work or equipment that is covered by this Agreement. I agree not to apply for or receive incentives or services for the project work or equipment from another utility, state, or manufacturer program.

Limitation of PG&E Liability

Neither PG&E nor any of its employees make any warranty, express or implied, nor assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, information, method, product or process disclosed in this document and other Program documents (the "disclosed items"). In addition, PG&E and its employees do not represent that use of the disclosed items will not infringe any privately-owned rights, including, but not limited to, patents, trademarks, or copyrights.

Signature of Authorized Customer Representative

Date

Joanna Perez-Green
Outreach Coordinator
Community Energy Services Corp.
1013 Pardee Street, Suite 201
Berkeley CA 94710

Customer Work Order and Contractor Work Agreement

Customer Work Order

I, the undersigned, on behalf of the business customer identified below, acknowledge and agree to the following:

I hereby authorize the licensed Installation Contractor below to perform work as recommended in the Customer Report and Work Order and to use such labor and material as deemed advisable. I will be invoiced for the Customer Net Cost of \$622.85, which is equal to the Total Installed Cost minus the Instant Rebate. Payment is due to the Installation Contractor immediately upon completion of the installation, unless otherwise arranged with the Installation Contractor. All goods remain the property of the Installation Contractor until paid in full. Invoices aged over 30 days from date of invoice will become past due and a monthly service charge of 1.5% may be added to any outstanding balance, and may incur legal action.

Warranties

Per the equipment and installation standards of the SmartLights Program, the Installation Contractor will provide me with the following manufacturer warranties:

- New LED luminaries shall be warranted by the manufacturer for a period not less than 5 years.
- New LED lamps shall be warranted by the manufacturer for a period not less than 3 years.
- Ballasts for tubular fluorescent lamps shall be warranted by the manufacturer for a period of not less than 5 years.
- Tubular and compact fluorescent lamps (CFLs) shall be warranted by the manufacturer for a period of not less than 1 year.
- New fixtures shall be warranted by the manufacturer for a period of not less than 1 year.
- Exit signs shall be warranted by the manufacturer for a period of not less than 10 years.
- Photocells, time clocks, and occupancy sensors shall be warranted by the manufacturer for a period of not less than 3 years.

In addition, the Installation Contractor will warrant the labor portion on all installed products for one year after project completion.

I understand that, after the 1-year contractor labor warranty expires and for any product that is not covered by the above, it is my responsibility to contact the manufacturer of any failed equipment to take advantage of the manufacturer's warranty.

Change Orders

Proposed changes adding more than \$25 to the original estimate must be approved in writing by me before proceeding. It is the responsibility of the Installation Contractor to identify any discrepancies in fixture quantities and any issues affecting retrofit viability prior to or during construction of each space and to notify SmartLights staff in writing of any proposed changes in scope. It is also the responsibility of the Installer to notify me of any proposed changes to the scope, and to get my signed approval on the change order provided to the contractor by SmartLights staff.

The SmartLights Customer Work Order is part of this direct agreement with the Installation Contractor. I agree to sign the forms necessary for the Installation Contractor to receive the rebate funds when the work is complete.

I have read, understood, and accept all of the above terms and conditions; I authorize the work to proceed; and I shall be bound by all of the terms and conditions as ordered by the undersigned and his/her agents.

Signature of Authorized Business Representative

_____ Date _____

Joanna Perez-Green
Outreach Coordinator
Community Energy Services Corp.
1013 Pardee Street, Suite 201
Berkeley CA 94710

*** CUSTOMER DO NOT WRITE IN THIS BOX***

Contractor Work Agreement

I, the undersigned, on behalf of the Installation Contractor identified below, acknowledge and agree to the following:

The price and specifications of this bid proposal are satisfactory and are hereby accepted by the Installation Contractor. The cost of the work included in this bid proposal is not to exceed \$1,640.36 unless a customer signed and approved change order is received by the SmartLights Project Manager. I agree to honor the terms and conditions of the accompanying Customer Work Order.

All work will be completed within 3 weeks of the project start date shown below or by an agreed upon alternate date provided to SmartLights, in writing, by me.

All work will be completed pursuant to the SmartLights Program Manual and Installation Standards. In order for the SmartLights Program to release the project for invoicing, the undersigned will provide to the customer warranty information for all equipment installed, and submit to the Program a completed Project Completion and Acceptance Certificate, including a complete materials list.

☐ Yes, I accept the project, to start on: _____

☐ No, I do not accept the project - state reasons below: _____

Signature of Contractor Representative:

Date: _____

Print name: _____

Company: _____

Address: _____

City, State, Zip: _____

(EB/MD)

Martin Bond

510-981-7757

1013 Pardee, Berkeley CA 94710

martin@ebenergy.org

Experience

Interim Executive Director

CESC

June 2012- present

- Closed 2 year old WC Audit with a reduction in liability of ~75%
- Updated Employee Handbook to current changes in Employee law
- Updated Internal Data Security Protocols and technology infrastructure
- Developed Fee For Service Program – Affordable Home Improvement
- Directed CESC through the 2011 Fiscal Audit and A-133 Single Audit Process

Adjunct Professor

Laney College

2010- present

ECT 203 “Making the Financial Case for Clean Energy”

- Introduction to financial principles and policies for energy efficiency and renewable energy: Financial analysis to identify cost-effective energy efficiency and renewable energy projects; effective sales strategies and presentation skills for energy efficiency and renewable energy investments.

Program Director- Commercial Energy Services

CESC

2011- June 2012

- Managed all Commercial Energy Programs in energy efficiency and solar programs
- Recruit, hire and supervise a staff of 14 auditing and outreach staff
- Supervised successful implementation of Oakland Shines Program; specifically Outreach Project Management, and energy savings calculations
- Developed Workforce Development Program for 6 interns, all graduates of local Green Job Training Programs

SmartLights Program Manager

CESC

2007- 2011

- Secured renewal contracts for 2010-2012 program cycle with funding totaling nearly 4 million dollars
- Recruit, hire and supervise a staff of 10 auditing and outreach staff implementing lighting and refrigeration energy efficiency measures for two Utility Local Government Partnerships
- Represented Smart Lights in canvassing efforts, at marketing events and with local government and PG&E partners to bring in more customers to the program
- Conducted sales training to increase Auditing Staff’s ability to sell more projects to commercial customers

Meeting Consultant *InterCall* 2005- 2006

- 110% YTD of quota Sales results 2006; awarded 'Gold Club'
- Increased account base 100% through new business and expansion of existing customers

Regional Remarketing Manager *Enterprise Rent A Car* 1996- 2005

- Fleet Manager responsible for purchase and sale of 3500 vehicle fleet with 90% annual turn.

Education

B.A., Psychology, UC Santa Barbara

Proficient in MS Office applications

1013 Pardee St.
Berkeley, CA 94710

Phone: 510-981-7758
E-mail: Jessica@ebenergy.org

Jessica C. Sealock

Professional Experience

- **June 2012-Present** **Community Energy Services** **Berkeley, CA**
Smart Lights Program Manager: Manage and implement multi- million dollar utility contracts for commercial energy assessments; including managing budgets, invoicing utilities and cities, hiring and supervising Program staff and interns, ensuring Program is meeting goals, and supervising quality control for lighting and refrigeration installations.
- **October 2010- June 2012** **Community Energy Services** **Berkeley, CA**
Smart Lights Senior Project Manager: Supervise and train junior staff on lighting technologies and auditing methods. Perform energy audits on large commercial properties with complicated technical requirements. Manage project sales and installation with Program Contractors.
- **May 2009- October 2010** **Community Energy Services** **Berkeley, CA**
Smart Lights Project Manager: Partner of PG&E working to provide free energy-efficiency assessments focusing on lighting and refrigeration retrofits for small to medium size businesses. Duties consisted of performing energy audits, generating energy efficient reports, selling projects, and overseeing customer's projects from start to finish.
- **May 2008- Dec 2008** **TruBrite Energy Management** **Marysville, CA**
Energy Management Consultant: Worked in conjunction with PG&E providing energy audits, control systems and cost-effective, energy-efficient lighting and lighting retrofits for every size organization in the Bay Area. Duties consisted of planning my daily route, cold calling potential clients, providing energy audits, and executing sales. Led the sales team in the amount of audits completed each week.
- **Aug 2006- April 2008** **The Carlson Group** **Folsom, CA**
Account Representative: Worked as a professional lighting representative, representing up to 10 lighting and fan manufacturers, including Kichler Lighting, Lithonia Lighting, and Leviton Controls. Worked out of my home office and functioned with little to no supervision. My duties consisted of managing existing clients, setting up new accounts, and providing customer service for my existing client base. Sales calls were made daily to lighting showrooms, electrical wholesalers, builders, and electricians all over the Bay Area.
- **July 2004-July 2006** **The Light Source** **Danville, CA**
Sales Consultant: Worked in a lighting showroom as a consultant for residential and commercial lighting. I was responsible for consultations with homeowners, designers, contractors, and architects. I had a proven history of meeting and exceeding monthly sales goals and was one of the top salespeople.

Education

2000-2004 **University of California Santa Barbara**

Eric M. Bartsch

1013 Pardee St., Berkeley, CA 94701 ♦ 510-981-7753 ♦ Eric@ebenergy.org

EDUCATION

Pomona College, Claremont, CA

Bachelor of Arts in International Relations, May 2007

GPA: 3.17/4.0

University of Freiburg & Institute of International Education of Students, Freiburg, Germany (Spring '06)

Traveled to over 10 different countries with the program and attended meetings at major European institutions and universities; European Union bodies, NATO, national parliaments, and government offices.

WORK HISTORY

Smart Lights, Senior Project Manager, Berkeley, CA (06/08-Present)

- Perform energy efficiency audits of lighting and refrigeration systems in small to large commercial facilities.
- Research energy saving solutions while balancing customers' lighting and cost concerns; including fluorescent, HID, and LED fixtures and retrofits.
- Educate business owners of Smart Light services and network with contractors and industry representatives to generate new project leads.
- Present final project proposals, including on site, in order to generate sales and savings.
- Invoice program savings summaries to PG&E.
- Play active role in the training of new project managers and interns in Smart Lights procedures and lighting retrofits; provide assistance to all project managers.
- Manage Microsoft Access database/proposal tool to accommodate new technologies and programs, including Oakland Shines – currently leading redevelopment of this tool.

Projects of Note:

- Rodeo Sanitary District, City of Pinole Municipal Buildings, Pacific Renaissance Plaza (several phases), City Center West Parking Garage (Adura wireless controls included)

Jeff Burgess and Associates Distribution, Marketing and Sales Assistant, San Rafael, CA (01/08-08/08)

- Make large number of cold calls and contact companies to update database and network with new contacts.
- Inform companies of JB&A's products and services, generate sales leads, and increase sales email list.
- Daily input and tracking of orders and shipments in Quickbooks while managing other projects.

EcoSecurities Ltd., Intern, Claremont, CA (01/07 – 05/07)

- Work 10+ hours a week while taking a full class load; manage contact database on Lotus Notes.
 - Research status and future of renewable energy in different states, focusing on Renewable Portfolio Standards.
 - Network with other companies and environmental organizations by email and cold call.
-

ACTIVITIES

- **Building Hero (Summer 2011 - Present)**
 - Advisory role in the development of *buildinghero.com* energy efficiency website tailored to commercial building owners.
- **PG&E Pacific Energy Center Training (Ongoing)**
 - Classes include commercial auditing, lighting design, and demand response.
- **Berkeley Humane Society (2010)**
 - After work volunteer dog walker.
- **Bowoto v Chevron (10/08 – 12/08)**
 - Volunteer "fixer" for plaintiffs in *Bowoto v Chevron* lawsuit brought before the U.S. District Court in San Francisco. Helped the legal efforts by supporting seventeen Nigerians brought to the Bay Area to testify about human rights violations by Chevron and the Nigerian military in the Ilaje, oil producing territory of the Nigerian Delta.

Eric M. Bartsch

1013 Pardee St., Berkeley, CA 94701 ♦ 510-981-7753 ♦ Eric@ebenergy.org

REFERENCES:

Todd Meyer

CEO
Energy Wise America, San Rafael CA
415-305-3899
toddmeyer@ewamerica.com

Bob Henderson

Project Manager
EMT Lighting, Hayward CA
510-783-7790
emtlighting@aol.com

Jeff Burgess

CEO
JB&A Distribution, San Rafael CA
415-256-2800
jeff@jbanda.com

Ben Cooper

Product Developer
Building Hero, San Francisco CA
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John Kavalaris

General Manager
Harrington Energy
650-759-2953
john@harringtonenergy.com

Sylvia Rampi

Manager
Pacific Renaissance Plaza Master Association
510-251-6445
sylvia.prp@sbcglobal.net

Christopher Brian Lewis

1013 Pardee St.
Berkeley, Ca. 94710
Chris@ebenergy.org

EDUCATION

College of San Mateo, San Mateo
Dual degrees: Life Sciences and Business Administration.
Associate in Arts and Science degrees awarded in June 2004

University of California, Berkeley
Bachelor's degree: Conservation and Resource Studies
Area of Specialization: Business and Sustainable Development
Bachelor's degree awarded in May 2006

Relevant Courses: * Corporate Environmental Management * Marketing *Ecosystem Ecology
*Land Use Analysis *Resource Economics and Management *Energy and Society

RELATED SKILLS

6+ years experience with energy efficiency programs
5 years experience with project design and management
Proficient with Microsoft Office programs
Proficient with Equest Energy Software
Proficient with Visual Lighting Software

RELATED WORK EXPERIENCE

Community Energy Services Corporation, Berkeley, Ca.

Program Director: (04/12- Present)

- Develop and manage program budgets.
- Implements program policies and guidelines to ensure program compliance.
- Supervise and evaluate program managers as required.
- Develops and researches new programs and funding sources.
- Negotiates program contracts and budgets.

Residential Programs Manager: (07/10-04/12)

- Prepare work plans and staffing requirements.
- Develop and manage program budgets.
- Develop program operations and priorities that serve client and agency interests.
- Assure quality control and conformance with contract requirements.
- Supervise and evaluate crews, interns, consultants and support staff, as required.

Project Manager: (06/07-07/10)

- Overseeing the work of involved parties to ensure that energy projects are adhering to established timelines and specifications.
- Development of energy savings measures dealing with lighting, refrigeration and HVAC energy efficient technologies.
- Some program management duties.

Marketing Coordinator (06/06-06/07):

- Enroll new commercial and multi-family facilities into our energy efficiency program.
- Coordination of marketing activities for a B2B energy efficiency program
- Lead in direct advertising to businesses, disbursement of promotional items in our territories and public relations.
- PG&E Energy Efficiency campaign lead
- Website maintenance and print advertising design.

Natural Logic, Berkeley, Ca. (10/04-12/05)

Internship:

- Researching company environmental data and coordinating it for analysis.
- Proficiency with Microsoft Office program was needed.

Clean Water Action, San Francisco, Ca. (01/05-08/05)

Canvasser:

- Fundraising and public outreach for environmental issues on the national and local level.
- Attendance at local government meetings and coordinating with other organizations to direct our steps of action.

Pacific Resources and Management, Burlingame, CA (09/03-10/04)

Planners Assistant:

- Spearheaded communications with planning commissions and citizens groups to ensure proper timelines for building projects.
- Research gathering and attending government and stakeholder meetings.
- Contributed in the organization and activities of a political action committee by the name of Citizens for Better Transit.

References available upon request

Erin Fisher

Berkeley, California
510.981.7754
erin@ebenergy.org

Expertise:

- 8+ years Customer Relations and Project Management
- 5+ years Commercial Energy Efficiency Auditing and Consultation
- 5+ years Solar Photovoltaic Retrofits and Integration

Qualifications:

- Excellent communication and presentation skills
- Enthusiastic commitment to customer service and education
- Advanced Degree in Ecological Design Field

Education:

2002 Master of Arts Degree in Humanities and Leadership
Emphasis on Culture, Ecology and Sustainable Communities
Concentration Area: EcoDwelling
New College of California Santa Rosa, California

1991 Bachelor of Arts Degree in Philosophy
University of Puget Sound Tacoma, Washington

Work Experience:

2010-present

SMART LIGHTS SENIOR PROJECT MANAGER, Comprehensive Audits
[Community Energy Services Corporation, Berkeley, CA](#)

- Contract negotiation and execution
- Process flow and audit tool design
- Team leadership and training
- Campaign planning, scheduling and resource allocation
- Budget tracking, invoicing and status reports

2006-present

SMART LIGHTS PROJECT MANAGER
[Community Energy Services Corporation, Berkeley, CA](#)

- Conduct comprehensive lighting and refrigeration audits for businesses
- Prepare detailed retrofit proposals
- Educate clients on energy efficiency measures and programs
- Present proposals and close projects
- Track and manage projects, including sub-contractors' activities
- Schedule and conduct program adherence and quality control inspections
- Maintain active, proprietary database of projects and clients

2003-2008

SOLAR PV SYSTEM DESIGN, EQUIPMENT SALES AND INSTALLATION
[Cooperative Community Energy, San Rafael, CA](#)

- Conducted initial site visits and site surveys
- Prepared energy usage and efficiency reports
- Proposed renewable and alternative energy solutions and closed sales
- Tracked and managed projects, including sub-contractors' activities
- Facilitated client participation in incentive programs
- Scheduled and managed contractors and sub-contractors
- Oversaw quality control inspections on installations

JOANNA PEREZ-GREEN

1013 PARDEE STREET BERKELEY, CA 94710
joanna @ ebenergy.org ofc 510.981.9818

{ EDUCATION }

University of California, Davis
Bachelor of Science / 2010
Landscape Architecture

Santa Rosa Junior College
Horticulture/ Drafting/ Irrigation

Saliminter de Salamanca, Spain
Spanish in professional practice

University of California, Santa Barbara
Bachelor of Arts / 2005
Latin American and Iberian Studies

{ OUTREACH / ADMINISTRATIVE EXPERIENCE }

MARKETING COORDINATOR

Community Energy Services Corp / Berkeley, California / Present
Outreach to community members, businesses, and schools for agency programs, including Smart Lights, Smart Solar, Healthy Homes.

TEACHING ASSISTANT / University of California, Davis

Introduction to Landscape Architecture/ Winter 2009
Aided in instructing undergraduate students on history, methodology of landscape architecture. Taught design and process. Created handouts and graded using Excel spreadsheet.

QUALITY CONTROL ASSISTANT / GMAC Real Estate Petaluma, California / 2006-2007

Ascertained reasons for loans in default. As administrative assistant I reorganized filing system and input data into Excel.

ASSISTANT EVENT COORDINATOR

Domestic Violence Solutions / Santa Barbara, California / 2003
Assisted in marketing, publicity, and judging countywide elementary school art competition. Wrote ads and requests for funding, maintained correspondence with businesses.

SECRETARY / Student Commission on Racial Equality Santa Barbara, California / 2002-2004

Coordinated UC-wide conference on race. Led workshops and events for local high school and university students. Led publicity, marketing, and associated student political campaigns. Managed and allocated the quarterly 10,000 dollar treasury to other student organizations within a committee using Quickbooks.

CANVASSER / California Public Interest Research Group Santa Barbara, California / 2003

Canvassed. Informed community. Manage donations and associated paperwork. Coordinated meetings with congresswoman.

{ ADDITIONAL EXPERIENCE }

LANDSCAPE DESIGNER / 2006-Present

Work with clients to create landscape plans and visual representations with cost estimates for installation.

STAFF / Golden Gate National Park Service Conservancy Muir Woods, California / Summer 2007

Dealt with sales, admission and educational tours for park visitors.

HORTICULTURE SPECIALIST / Rose Garden Nursery Petaluma, California / 2006

Managed sales and questions regarding residential design, plant pathology and identification. Monitored and ordered plant inventory. Supervised staff who were strictly Spanish-speaking.

1013 Pardee St
Berkeley, CA 94701

Phone #: (510) 981-7765
Email: Michael@ebenergy.org

Michael J. Denevan

Education

2003-2007 Sonoma State University Rohnert Park, CA

- B.A., Environmental studies and Planning; Energy management & Design.

Work Experience

2009-present Smart Lights Program Berkeley, CA

Project Manager

- Completed lighting and refrigeration energy audits for small businesses around the East Bay.
- Inspected the contractors work when projects were completed.
- Input customer's energy savings and business information into a Microsoft Access custom database and presented customer reports.
- Managed customer's projects from start to finish by working with the involved contractor.

2005-2010 Mission Soaring Center Milpitas, CA

Hang Gliding Instructor

- Used leadership and organizational skills to teach students how to fly.
- Used creativity and problem solving when faced with challenging circumstances.
- Used people skills to calm stressful situations and to ensure a good experience.

2006-2008 Smart Lights Program Berkeley, CA

Project Coordinator

- Researched various aspects of lighting and refrigeration technologies.
- Created educational fact sheets for small business customers.
- Installed Vending Misers and researched their time of use for accurate energy savings.
- Input the Project Manager's energy assessment reports into the company database.

MCE Richmond: **Community Outreach Plan**

Introduction

On June 19, 2012, the Richmond City Council voted to join the Marin Energy Authority (MEA) and participate in MCE, California's first—and currently only—operating Community Choice Aggregation (CCA) program. The MEA Board voted to admit the City of Richmond to participate in the MCE program at its July 5, 2012 meeting. Subsequently, the California Public Utilities Commission approved the MEA Implementation Plan that included the City of Richmond as an official member in October 2012. As a result, a first-of-its-kind public energy partnership was created: MCE Richmond.

MCE offers Richmond residents and businesses a choice of affordable, renewable energy as an alternative to PG&E. In addition, as a public, not-for-profit electricity provider, MCE gives the Richmond community more local control of how and where its ratepayer dollars are spent. MCE's priorities include reinvesting revenues toward 1) maintaining competitive rates; 2) purchasing more renewable energy for customers and 3) supporting local sustainable development programs, such as energy efficiency and renewable generation projects.

PG&E continues to deliver the electricity for MCE customers and operate the power lines, read meters, issue monthly bills and provide the same maintenance and repair services it always has. The difference with MCE is the generation source of the electricity.

Because California State law (Assembly Bill 117) requires CCA programs like MCE to operate as opt out programs, customers will be enrolled with MCE unless they choose to opt out and stay with PG&E's energy supply.

Richmond residents and businesses will soon have three choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; or approximately 20% renewable from PG&E.

Light Green is MCE's default service for automatic enrollment. If customers take no action, this is the level they will receive. Deep Green is a voluntary program and it is available to Richmond customers today.

MCE will be offering Light Green service to Richmond customers beginning in July 2013. MCE will send three notices before enrollment, and two after, to all electric customers. The notices will include information about the MCE program and will also include simple instructions for how to opt out and stay with PG&E's electricity supply. Once customers

receive this notice, customers may request to opt out at any time after receiving their first notice. The first notice is scheduled to be delivered during the first week of April 2013.

This document is intended to serve as a roadmap for MCE's Richmond community outreach. It begins by outlining the meetings, events, and presentations designed to facilitate community understanding, so that all electric customers are equipped with the information necessary to make an informed decision about their electric service provider. This document also addresses the key dates and deliverables associated with enrollment, implementation and outreach. Additionally, it contains copies of Power Point slides, handouts, and other collateral presented at public meetings and related events.

Community Outreach Plan

MCE's Richmond community outreach plan presently focuses on the following:

- 1) Presentations to Richmond's Neighborhood Councils, community groups and places of worship**
- 2) Convening an MCE Richmond Community Leader Advisory Group (CLAG)**
- 3) Direct outreach to Richmond's Business Community (i.e., participating in groups, events, and other forums directed toward Richmond's businesses)**
- 4) Sponsorships of community based organizations and events advancing sustainability**
- 5) Tabling at Community Events**
- 6) Opt Out Notices**
- 7) Advertising**

1) Presentations to Richmond's Neighborhood Councils, Community Groups, and Places of Worship

Presenting to Richmond's Neighborhood Councils, community groups, and places of worship is among MCE's top outreach priorities. Presentations commenced in January 2013 and will continue well after enrollment (July 2013). To better direct these efforts, MCE has hired an additional Account Manager who is a Richmond resident and whose primary focus will be conducting community outreach and providing customer support in Richmond. MCE has also hired an additional Community Affairs Representative who is a native Spanish-speaker and will help lead outreach efforts to Richmond's Latino and Spanish-speaking communities.

On Monday, January 14, MCE and the Richmond City Manager's Office staff presented to the Richmond Neighborhood Coordinating Council (RNCC), the umbrella organization that represents and coordinates the activities and events of the individual Councils. Presently, 15 of 32 Neighborhood Councils are "In Good Standing," according to the Richmond Neighborhood Coordinating Council, which means these Neighborhood Councils are currently holding regular meetings, or are otherwise operational.

To date, eight (8) Neighborhood Council presentations have been scheduled, three of which have been delivered (please see list below). MCE staff is actively seeking to schedule more presentations with the remaining Neighborhood Councils. In addition to addressing as many Neighborhood Councils as possible, it is also MCE's goal to reach a broad cross-section of the Richmond community (i.e., diverse demographically and socio-economically). This effort is reflected in the composition of the Neighborhood Council presentations presently scheduled. They include:

1. Laurel Park – 1/28/13 (delivered)
2. Point Richmond – 1/30/13 (delivered)
3. Coronado – 2/20/13 (delivered)
4. North & East – 3/27/13
5. Marina Bay – 4/10/13
6. Richmond Heights – 4/15/13
7. Fairmede-Hilltop – 4/25/13
8. Richmore Village-Metropolitan Square – 5/6/13

MCE is currently communicating with the Bayfront Home Owners' Association (HOA) of the Marina Bay neighborhood, although a precise presentation date has yet to be set. MCE staff will continue to make an effort to arrange similar presentations to other Richmond Home Owners' Associations, with the hope that this might enable MCE to reach neighborhoods that may not have operational Neighborhood Councils. Home Owners' Associations also provide an appropriate forum for introducing MCE's Net Energy Metering Program (NEM), and Feed-in Tariff (FIT), as these programs will offer property owners the opportunity to directly invest in local renewable energy generation.

MCE staff is also scheduling meetings and presentations with a variety of community groups, including (but not limited to) local environmental groups and business organizations. For example, MCE has held meetings with representatives from the Asian Pacific Environmental Network (APEN), and is exploring how best to collaborate and reach the extensive network organized by APEN. Part of this effort

will be to reach Richmond communities that primarily speak languages other than English and Spanish. (Please see: *Direct Outreach to Richmond's Business Community*, p.5, for a more detailed description of MCE's direct outreach plans to business organizations).

To date in 2013, meetings with community based organizations in Richmond include the following:

1. Redeemed World.org – 1/4/13
2. Richmond Chamber of Commerce Supermixer – 1/10/13
3. Urban Tilth & Redeemed World.org - 1/15/13
4. North & East Neighborhood Council's representative – 1/15/13
5. Coronado Neighborhood Council's representative – 1/15/13
6. Asian Pacific Environmental Network (APEN) – 1/17/13
7. Sons in Retirement (SIR) – 1/17/13
8. Richmore Village-Metropolitan Square Neighborhood Council representatives - 1/21/13
9. Richmond Chamber of Commerce Breakfast for Business – 1/23/13
10. Redeemed World.org – 1/25/13
11. Asian Pacific Environmental Network (APEN) – 1/25/13
12. Mindful Life Project - 1/27/13
13. Green Screen Youth Media 1/30/13
14. Redeemed World.org – 2/8/13
15. Sons in Retirement (SIR) 2/12/13
16. Sons in Retirement (SIR) 2/13/13
17. Richmond Heights Neighborhood Council - 2/19/13

Places of worship are also priority points of contact for MCE. These include Richmond's many churches, as well as its mosques, synagogues, and houses of worship for other faiths. Because a substantial number of church's in Richmond conduct their services in Spanish, this will provide MCE an additional opportunity to conduct outreach to the Richmond's Spanish-speaking community.

Retirement groups and organizations that work with Richmond's senior citizens are also high priority outreach audiences for MCE. On February 13, 2013, MCE staff presented to the Sons in Retirement (SIR), a non-profit public benefit corporation for retired men, in El Sobrante at the organization's Peralta-Alvarado (No.73) branch. Continued efforts will be made to help keep Richmond's senior community well informed about their new energy options.

Community groups and houses of worship that are interested in scheduling a presentation and/or meeting with MCE should contact MCE Community Affairs Representative Alex DiGiorgio at info@mceCleanEnergy.com or 415-464-6031.

2) Community Leader Advisory Group (CLAG)

Another central feature of the MCE Richmond community outreach plan is recruitment for and convening of the Community Leader Advisory Group (CLAG). The CLAG will consist of representatives from local, Richmond-based organizations, businesses, and community groups. The primary purpose of the CLAG will be to advise MCE as it plans customer outreach and marketing strategies in Richmond. This group will provide valuable insight to MCE on community needs to help determine leadership, community engagement, and philanthropic opportunities.

The CLAG will also help organize and promote at least two (2) Town Hall Meetings. These meetings will provide an additional venue for MCE and City Manager's Office staff to provide information on the new energy choices available, and answer questions from the public. The CLAG will be responsible for helping organize the Town Hall meetings; promoting the meetings; and coordinating Richmond's diverse constituencies to achieve as high a public attendance and participation rate as possible. It should be noted that participation in the CLAG is open to all types of stakeholders, and positions are not appointed.

To date, MCE has met with numerous Richmond-based community groups, local elected leaders, businesses, and activists to gain guidance, insight, and focus as it recruits participants for the Community Leader Advisory Group. These include meeting individually with 5 of 6 City Council members (a 6th meeting is being scheduled); collaborating with grassroots, Richmond-based media organizations (such as RedeemedWorld.org); consulting with local environmental justice organizations (such as APEN); and soliciting participation from representatives of business organizations, including the Richmond Chamber of Commerce.

The first meeting of the CLAG is tentatively scheduled for the week of March 11. The group will meet on a bi-monthly basis, or more frequently as needed.

3) Direct Outreach to Richmond's Business Community (i.e., participating in groups, events, and other forums directed toward Richmond's businesses)

As of January 11, 2013, MCE has been a member of the Richmond Chamber of Commerce. To date, MCE has participated in two Richmond Chamber of Commerce

events: the Chamber's Supermixer (1/10/13) and the Breakfast for Businesses (1/23/13). At the latter event, MEA Chairman Damon Connolly received a warm reception from the Chamber's members.

A presentation to the Richmond-based, West Contra Costa County Council of Industries (councilofindustries.org) has been scheduled for Wednesday, April 17. This will provide one of Richmond's most important business organizations with an opportunity to speak directly with MCE staff, and to have questions and concerns addressed first-hand. This presentation is intended to help foster more regular contact and communication between MCE and the many local industries that make up the Council of Industries' membership.

Additional outreach efforts to meet with, and/or present to, the following Richmond-based business organizations include: 23rd Street Merchant Association; Hilltop Mall; Eastmont Mall; Point Richmond Business Association; and similar groups representing business interests from Main Street, Pacific East Mall, and Cutting Blvd. MCE representatives will be contacting these organizations in the coming weeks and months.

MCE staff has been communicating with Richmond business owners regarding potential Feed-In-Tariff project sites. MCE staff has connected with the Richmond Sanitary Service, American Textile & Supply, Inc., Republic Services and the West Contra Costa Sanitary Landfill site. Republic Services operates an existing 2.4 MW Landfill gas generator under long-term contract with the City of Alameda Municipal Power. American Textile & Supply is installing a solar rooftop array in the next few weeks.

MCE staff is working with Republic Services and American Textile & Supply to find the best way to incorporate local renewable generation into MCE's resource pool and support and encourage FIT and Net Energy Metering projects. The West County Landfill site may also be suitable for an MEA owned solar generator on brownfield land that would otherwise be unusable.

4) Sponsorships of community based organizations and events advancing sustainability

MCE is identifying sponsorship opportunities with community-based organizations (CBOs) at community events, activities, and public points of community engagement. To date, MCE is proud to have been among the largest sponsors of Urban Tilth's MLK Day of Service. MCE is also a sponsor of the Mindful Life Project,

which empowers Richmond's elementary school children with training in art, Yoga, positive hip-hop, and other mindfulness techniques. MCE's support of the Mindful Life Project has enabled this community-based organization to continue its work at Nystrom Elementary School, located in Richmond's Coronado neighborhood.

5) Tabling Community Events

MCE staff will seek to participate in community events where information and literature can be widely distributed. These will include farmers' markets and other venues that attract Richmond residents and businesses. One of MCE's most successful tabling events was the MLK Day of Service on the Richmond Greenway. MCE will also participate in the Cinco de Mayo, Juneteenth, Fourth of July, and Home Front festivals.

6) Opt Out Notices

Opt Out notices, which MCE will mail to current electricity customers in Richmond between April and September 2013, are required by California law. Specifically, State law requires that four such notices be sent; MCE sends five as part of its effort to help energy customers make an informed decision.

MCE will mail the first opt out notice to Richmond electric customers in April 2013. The notices will be printed in English and Spanish and will include MCE's Terms and Conditions of Service and instructions for how to opt out and stay with PG&E's electricity supply. Three notices will be delivered before enrollment which is scheduled to occur for all customers between July 1, 2013 and July 31, 2013, depending on individual meter read dates. Customers who have not opted out will be transferred to MCE service on their regularly scheduled meter read date in the month of July. Two additional notices will be mailed to customers after enrollment, if they have not yet opted out.

After the first notice is mailed to customers in April 2013, customers may request to opt out. Customers may request to opt out any time thereafter. Customers who choose to opt out of MCE after they have already been enrolled and have been with MCE for more than 60 days will be charged a one-time administrative fee (\$5 residential and \$25 commercial).

Customers that choose not to opt out will be automatically enrolled in MCE's Light Green 50% renewable energy program. However, customers may also choose to enroll in MCE's Deep Green 100% renewable energy program at any time.

The printed notices will also include a referral to the website, which will be available in Spanish. There will also be translation options for Vietnamese, Chinese, Tagalog, and Laotian. Additionally, MCE call center representatives will have translation services available in Spanish, Vietnamese, Mandarin, Cantonese, Tagalog, and Laotian.

7) Advertising

MCE will inform Richmond ratepayers about MCE and the enrollment process via conventional advertising methods. These will include, but are not necessarily limited to, print advertising in local newspapers, as well as online advertising on websites likely to be viewed by the Richmond community.

MCE has reserved advertising space in the following Richmond print and online periodicals.

AdTaxi Networks:

AdTaxi is a digital ad network that utilizes a system that automatically delivers our ad to our target audience (Richmond residents and businesses) wherever they are on the internet across more than 4 million different websites.

MCE online ads will be distributed through AdTaxi between April 1 and July 31, 2013.

Redeemed World Magazine:

Redeemed World Magazine is a Richmond-based, online and print periodical. The mission of Redeemed World Magazine is to provide access to news and information from an urban progressive perspective.

Online ads will run on the Redeemed World website (www.redeemedworld.org) between April 1, 2013 and July 31, 2013.

Richmond Confidential:

The Richmond Confidential is an online news service produced by the Graduate School of Journalism at UC Berkeley for, and about, the people of Richmond. The Richmond Confidential covers education, development, politics, culture, crime—and anything that happens that people need to know about.

Online ads will run on the Richmond Confidential website between April 1, 2013 and July 31, 2013

Richmond Post:

The Richmond Post is a newspaper in Richmond, California featuring comics, world news, regional SF Bay Area news, local city of Richmond news, health, entertainment, and religious sections. The paper has been printed and circulated since 1964 and is the largest African American newspaper in North America. Published weekly, the paper is available in front of businesses throughout Richmond. The Richmond Post is the largest free newspaper in the city. Weekly quarter and half page print ads will run in the Richmond Post in April, May, and July 2013.

Richmond Pulse:

The Richmond Pulse is a community-based news and media outlet, committed to amplifying the voices of the city's under-served residents. Reporting is youth-led and focuses on issues that affect the health of the overall community. The Richmond Pulse issues a monthly bilingual (Spanish and English) print periodical.

Print ads will run in the Richmond Pulse between April and July 2013. MCE has reserved ad space for 2 quarter page ads per month which will be in Spanish and English.

Community Events and Meetings – MCE Participation

	Date	Event	City
1.	01/10/13	West County Chambers Super Mixer	Richmond
2.	01/14/13	Richmond Neighborhood Coordinating Council – Presentation	Richmond
3.	01/15/13	Meeting with Urban Tilth Director	Richmond
4.	01/17/13	Meeting with Asian Pacific Environmental Network (APEN)	Richmond
5.	01/21/13	MLK Day of Service Community Event	Richmond
6.	01/23/13	Richmond Chamber of Commerce Breakfast for Business	Richmond
7.	01/24/13	MEA Advocate Meeting	San Rafael
8.	01/24/13	Sustainable San Rafael Climate Change Action Plan Meeting	San Rafael
9.	01/25/13	Media briefing with Redeemed World.org	Richmond
10.	01/27/13	Meeting with Mindful Life Project Director	Richmond
11.	01/28/13	Laurel Park Neighborhood Council – Presentation	Richmond
12.	01/30/13	Point Richmond Neighborhood Council – Presentation	Richmond
13.	01/30/13	Meeting with Green Screen Youth Media Director	Richmond
14.	02/04/13	Mill Valley City Council Meeting	Mill Valley
15.	02/06/13	Easy Bay Green Corridor Solar Symposium	Berkeley
16.	02/06/13	Briefing with Solar City	San Mateo
17.	02/12/13	Meeting with President of Sons in Retirement (SIR) of El Sobrante	Richmond
18.	02/12/13	February 2013 Finance & Fiscal Oversight Committee Meeting	Tiburon
19.	02/13/13	Sons in Retirement (SIR) of El Sobrante – Presentation	Richmond
20.	02/14/13	Sonoma Commercial Financial Panel – Presentation	Sonoma
21.	02/19/13	Meeting with Richmond Heights Neighborhood Council President	Richmond
22.	02/19/13	Media Briefing with Richmond Pulse	Richmond
23.	02/19/13	Richmond City Council Meeting	Richmond
24.	02/20/13	Coronado Neighborhood Council Meeting – Presentation	Richmond
25.	02/26/13	Richmond City Manager’s Office – Five Year Strategic Business Plan: Promote Sustainable Communities – Presentation	Richmond
26.	02/26/13	Richmond City Council Special Meeting	Richmond
27.	02/27/13	Richmond Chamber of Commerce Breakfast for Business w/Council Member Jael Myrick	Richmond
28.	03/01/13	City of Richmond Farmer’s Market	Richmond
29.	03/07/13	North Bay Leadership Council Meeting – Presentation	Petaluma

Agenda Item #12: Att. B - Community Events & Mtgs - MCE Participation

	Date	Event	City
30.	03/17/13	Richmond Council of Industries – Presentation	Richmond
31.	03/20/13	City of Albany Sustainability Committee – Presentation	Albany
32.	03/27/13	North & East Neighborhood Council Meeting – Presentation	Richmond
33.	03/27/13	Cool The Earth	Marin
34.	03/30/13	Marin County Half Marathon	San Rafael
35.	04/25/13	Fairmede-Hilltop Neighborhood Council – Presentation	Richmond
36.	05/06/13	Richmore Village-Metropolitan Square Neighborhood Council – Presentation	Richmond



Renewable Energy

For your Home

SPRING 2013





MCE is a public, not-for-profit electricity provider that offers you the choice of greener, affordable electricity.

It's simple: when you choose MCE, your electricity will still be delivered by PG&E. PG&E will continue to maintain the power lines, read your meter, issue monthly bills and provide the same maintenance and repair services they always have. The simple difference is that with MCE you can choose to purchase 50-100% of your electricity from clean, renewable sources such as solar, wind, water and bioenergy—compared to only 20% renewable from PG&E.

Choosing MCE as your electricity provider means you'll help reduce greenhouse gas emissions—that's vitally important to our planet's health. And our local, not-for-profit status ensures that we reinvest in new local and California energy generation

projects, creating more jobs—vital to the health of our local economies and communities.

Choosing MCE is easy. Because California State law requires MCE to be an opt out program, you'll be enrolled as an MCE customer unless you choose to opt out and stay with PG&E's energy supply. You won't need to do a thing in order to participate in MCE's clean energy program.

If you live in the MCE service area—which includes Marin County and now the City of Richmond—you have 3 choices for your electricity supply: 50% renewable from MCE, 100% renewable from MCE, or 20% renewable from PG&E.

You Now Have a Choice

These are the options from which you can choose.

1 MCE's Light Green 50% Renewable Energy

offers more than twice the amount of energy from renewable sources than PG&E. If you take no action at all, you'll receive MCE's Light Green electricity upon automatic enrollment.

2 MCE's Deep Green 100% Renewable Energy

allows customers to purchase **all** of their power from renewable sources. Deep Green is a voluntary program and a great opportunity to reduce your global footprint from greenhouse gas emissions—it's one of the most important actions each of us can take. And it's available right now—electricity customers in Marin and Richmond can sign up today.

3 You may also choose to opt out of MCE and purchase PG&E's energy supply.

We'll send you three notices before your enrollment and two after with instructions for how to opt out. Even if you're already enrolled in MCE, you can request to opt out and receive PG&E's energy supply at any time.



Kenji, Lynn, and Ryder Hirabayashi
Deep Green Customers, San Anselmo

To choose Deep Green, call 1-888-632-3674
or visit mceCleanEnergy.com/dg-enroll.

MCE TIMELINE OF EVENTS



Ultimately, the choice is yours. You can be a part of the solution when you choose cleaner energy from MCE.



Power Sources

MCE’s long-term goal: procuring 100% renewable power for all of our customers

Greenhouse gas emissions are on the rise, with fossil fuels as the primary source. By choosing MCE, you can help reduce harmful greenhouse gases and improve the environment.

Today, most of the power we supply comes from clean, renewable sources such as solar, wind, biomass, and water from California, Oregon, and Washington State. MCE works with a variety of energy suppliers to ensure we have a sufficient supply of clean and affordable energy for our customers. As of January 2013, MCE has contracts with

10 different suppliers for 15 different power projects. And that number will continue to grow.

MCE currently has 56 megawatts (MW) of new California clean energy under development for our customers. This includes 52 MW of solar and 4 MW of biogas—enough clean energy to power approximately 22,500 homes per year. And we’re committed to increasing the percentage of local, regional and in-state renewable energy that we buy as it becomes more cost-competitive to do so.

Join MCE to make a difference in your community.

Together we can reduce greenhouse gas emissions, improve the environment, and boost our local economies.



ENERGY RESOURCES	2011 LIGHT GREEN POWER MIX	2011 DEEP GREEN POWER MIX	2011 CA POWER MIX (FOR COMPARISON)
Total Renewables	33%	100%	15%
Eligible Renewables:			
· Bioenergy	24%	0%	2%
· Geothermal	0%	0%	5%
· Small Hydroelectric	0%	0%	2%
· Solar	0%	31%	0%
· Wind	8%	69%	5%
Large Hydroelectric	20%	0%	13%
Coal	0%	0%	8%
Natural Gas	0%	0%	37%
Nuclear	0%	0%	16%
Other	0%	0%	0%
System Power	47%	0%	12%
Total	100%	100%	100%

Note: Due to rounding conventions, the numbers may not add up to 100%.

Generating Renewable Energy Closer to Home

In 2012, MCE partnered with local businesses to build the largest solar project in Marin County at the San Rafael Airport.

It provides enough energy to power nearly 300 homes for an entire year and up to 1,200 homes during peak energy production, when the sun is shining the brightest.



The construction phase of the San Rafael Airport solar project, which launched in July 2012 and was completed in October 2012, created demand for 20 new local jobs.



DEEP GREEN 100% RENEWABLE POWER

Our non-polluting Deep Green power supply is independently verified by Green-e Energy.



Clean Energy. Competitive Rates.

Stable and affordable rates—and no duplicate charges

When you choose MCE, you can count on stable and affordable rates for clean energy. Typically, MCE's rates are set annually by MCE's Board of Directors. The Board seeks input from the community at public meetings before any changes go into effect, and all meetings are archived on our website. The rate you pay MCE for procurement, or "generation" of electricity, simply replaces what PG&E would have charged for its generation. As a result, your fees from PG&E will be reduced.

You'll see a separate page in your PG&E bill reflecting MCE's charges. Because PG&E continues to provide other services, like the transmission and delivery of electricity, our customers will see charges from both MCE and PG&E for different services. There are no duplicate charges.

PG&E also applies a monthly exit fee to customers who choose MCE. This fee is based on your electricity usage and covers the cost of electricity that PG&E purchased on your behalf before MCE was available. The exit fee is always included in MCE's cost comparisons.

Choosing MCE Gives Back to Your Community

When you choose MCE, you're helping the environment and investing in your community. That's because MCE reinvests a portion of ratepayer dollars to fund local projects and programs, such as the San Rafael Airport solar project and the installation of electric vehicle charging stations. We also support local organizations such as the Environmental Forum of Marin and Bay Area Rescue Mission Richmond through sponsorships and donations.

Discounted Rate Programs Still Available

Customers enrolled in MCE continue to receive their full discounts from programs like CARE (California Alternative Rates for Energy) and Medical Baseline Allowance. There is no change for MCE customers—the programs and discounts remain the same, as with PG&E.

MCE is a public, not-for-profit electricity provider funded solely by customer revenue. MCE is governed by a 13-member Board of Directors. The Directors are local elected officials from Marin County and the City of Richmond. We invite you to attend our monthly meetings.

At MCE, we believe in giving our local causes the help they deserve.

When you look around at local events and non-profit work that's going on in the communities MCE serves, you'll often see our logo on display. That's because we sponsor several of the worthy causes in our neighborhoods, helping to promote stronger communities.





Questions or Comments? We'd love to hear from you!

Let us know if you'd like to schedule a presentation about MCE for your organization.

CALL US

1-888-632-3674
Monday - Friday
7 A.M. - 7 P.M.*

EMAIL US

info@mceCleanEnergy.com

VISIT OUR WEBSITE

mceCleanEnergy.com

WRITE US

MCE

781 Lincoln Avenue, Suite 320
San Rafael, CA 94901



twitter.com/mceCleanEnergy



facebook.com/mceCleanEnergy

**During enrollment periods, customer service representatives are available 24 hours a day, 7 days a week.*



January 1, 2013 Rates

As of January 1, 2013, MCE residential customers will pay less for MCE's 50% renewable energy as compared to PG&E's 20% renewable energy. **The average residential customer can expect to save \$1.60 each month by choosing MCE*.**

Cost comparisons are subject to change due to PG&E or MCE rate changes.

Find out exactly how much you will pay for electricity from MCE by using our rate calculator at www.mceCleanEnergy.com/rates. PG&E typically changes rates three times per year. MCE typically changes rates only once per year in April, offering greater rate stability.

Residential Electric fees	MCE Light Green (50% Renewable)	PG&E (20% Renewable)
Generation (all customers)	\$34.50	\$39.42
PG&E Electric Fees (all customers)	\$33.48	\$33.48
PG&E Exit Fees (MCE customers)	\$3.32	\$0
Total Cost	\$71.30	\$72.90

** This cost comparison is for an MCE Res-1 (PG&E equivalent E-1) customer using 500 kilowatt-hours of electricity per month. 500 kilowatt-hours of electricity is the average monthly usage for Marin and Richmond residents.*



March 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Approval of MEA Budget for Fiscal Year 2014 (Agenda Item #13)

ATTACHMENT: Proposed Budget, Fiscal Year Ending March 31, 2014

Dear Board Members:

SUMMARY:

Before the end of each fiscal year (FY), your Board sets forth the budget for the coming FY. A preliminary FY2014 budget was reviewed and discussed at the regular January 2013 meeting of the Executive Committee. Your Board approved the proposed FY 14 budget at the February 7, 2013 meeting.

The attached budget reflects a decrease of \$200,000 in expenditures for the amount dedicated to Data Management. This decrease is due to a price reduction incorporated into the contract for services with Noble Americas Energy Solutions. The \$200,000 savings has been reallocated to support staffing expenditures, and to allow for professional services to facilitate the process of establishing MEA's credit rating and bond issuance in the coming fiscal year. The attached updated budget reflects MEA's anticipated revenue and expenses for the 2014 fiscal year running from April 1, 2013 to March 31, 2014.

The attached Proposed FY2014 Budget sets forth the following line items:

- Sales of Electricity: The proposed FY 2014 budget reflects the increased volume to be served through the mass enrollment in the city of Richmond.
- Cost of Energy: MEA's per unit cost of energy will increase as per the Confirmation approved by your Board at the October 4, 2012 Board Meeting and due to increased deliveries from MEA's renewable energy contracts.
- Staffing: The FY 2014 budget reflects increases in staffing costs, as MEA scales up to full implementation with the inclusion of additional account management, regulatory, procurement and administrative support.

- Technical Consultants: MEA's technical consultant needs will only increase slightly in FY 2014.
- Legal Counsel: MEA's legal needs are expected to increase to accommodate additional regulatory filings and strategic planning in FY 2014.
- Communications: The amount budgeted for communications in FY 2014 reflects costs for noticing customers in Richmond by mail and other communications costs associated with our growing customer base.
- Data Management: Data management costs will increase in FY 2014 due to MEA's increased number of customers.
- PG&E Service Fees: PG&E service fees, which are primarily charged on a per customer basis, will increase in FY 2014 due to MEA's increased number of customers.
- Other Services: The other services line item includes: audit, accounting, and information technology, among others.
- General and Administration: The general and administration line includes: data and office telephone service, insurance, office and equipment rentals, subscriptions, travel, business meals, other services, conferences, professional education, special events sponsorship, office supplies and postage, and small equipment. The budget is increased in to accommodate the increase in the number of MEA staff and scope of services associated with incorporation of Richmond.
- Energy Efficiency and Related Programs: Funding has been allocated by the CPUC as part of the 2013/14 program cycle funds. In addition, MEA will be providing some support for the County of Marin Green Business Program and Solar Rebate program.
- Capital Outlay: MEA anticipates a modest increase in capital expenditures to accommodate furniture needs of new staff in MEA's expanded office space.
- Debt Service: This line item reflects MEA's increased debt service expenses due the increased working capital needs associated with the recent Phase 2B expansion.

Recommendation: Approve MEA Fiscal Year 2014 Budget.

**MARIN ENERGY AUTHORITY
PROPOSED 2013/14 BUDGET
APRIL 1, 2013 - MARCH 31, 2014**

	<u>2012/13 Budget</u>	<u>2013/14 Budget</u>	<u>Change from prior year</u>
REVENUE AND OTHER SOURCES:			
Revenue - Electricity (net of allowance)	\$ 58,300,000	\$ 86,865,000	\$ 28,565,000
Public purpose energy efficiency program	350,000	2,100,000	1,750,000
Total revenue and other sources	<u>58,650,000</u>	<u>88,965,000</u>	<u>30,315,000</u>
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Cost of energy	49,300,000	76,427,000	27,127,000
Staffing	1,045,000	1,562,000	517,000
Technical consultants	585,000	594,000	9,000
Legal counsel	135,000	335,000	200,000
Communications consultants and related expenses	800,000	650,000	(150,000)
Data manager	1,925,000	2,534,000	609,000
Service fees- PG&E	550,000	603,000	53,000
Other services	220,000	333,000	113,000
General and administration	240,000	297,000	57,000
Marin County green business program		15,000	15,000
Solar rebates		10,000	10,000
Energy efficiency and electric vehicle rebate program	10,000		(10,000)
Public purpose energy efficiency program	350,000	2,100,000	1,750,000
Total current expenditures	<u>55,160,000</u>	<u>85,460,000</u>	<u>30,300,000</u>
CAPITAL OUTLAY	10,000	20,000	10,000
DEBT SERVICE	990,000	1,195,000	205,000
Total expenditures and other uses	<u>56,160,000</u>	<u>86,675,000</u>	<u>30,515,000</u>
Net increase (decrease) in available fund balance	<u>\$ 2,490,000</u>	<u>\$ 2,290,000</u>	<u>\$ (200,000)</u>

**Detail of budget line items Other Services
and General and Administration**

General and Administration

Office & meeting room rentals	\$ 200,000
Office supplies & postage	28,100
Data and telephone service	21,300
Dues & subscriptions	15,900
Office equipment leases	10,700
Insurance	9,400
Travel	4,300
Bank Service Fee	2,100
Conferences & professional dev	2,100
Business meals	1,600
Cell phones	1,200
Publications and legal notices	300
Total General and Administration	<u>\$ 297,000</u>

Other Services

Accounting services and Payroll	\$ 142,000
Credit rating	60,000
Legislative consulting	37,100
IT Consulting	26,300
External audit	26,000
Miscellaneous professional fees	24,900
Human resources & fees	15,000
Recruitment costs	1,700
Total Other Services	<u>\$ 333,000</u>



March 7, 2013

TO: Marin Energy Authority Board

FROM: Elizabeth Kelly, Legal Director

RE: Resolution Authorizing Executive Officer to Enter into and Execute Contracts Not Exceeding \$25,000 (Agenda item #14)

ATTACHMENT: Resolution No. 2013-04 - Resolution of Marin Energy Authority Authorizing Executive Officer to Enter into and Execute Contracts Not Exceeding \$25,000

Dear Board Members:

SUMMARY:

Section 2.5 of the Marin Energy Authority Joint Powers Agreement authorizes the Authority to make and enter into contracts, and to employ staff to administer the Authority. On January, 2010, your Board approved Resolution 2010-05A which authorized the Interim Director to enter into contracts not to exceed \$20,000 for a specific scope of work.

The proposed Resolution No. 2013-04 authorizes the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000, consistent with the Authority's budget and the limitations of its Joint Powers Agreement and Operating Rules and Regulations. The Resolution requires that the Executive Officer report all contracts executed by her under this authorization to the Board of Directors at their next regular meeting. The attached Resolution would rescind Resolution No. 2010-05A to avoid duplication and confusion.

The changes that the proposed resolution would implement are:

Revision	Existing (Resolution 2010-05A)	Proposed (Resolution 2013-04)	Comments/Notes
Title	Interim Director	Executive Officer	
Contracting Authority	\$20,000	\$25,000	MMWD contracting authority for General Manager is \$56,275. (See MMWD Code Section 2.90.120)
Timeframe of Authority	n/a	Per fiscal year	Current authority is a "lifetime" cap of \$20,000 on a specific scope of work; proposed resolution would allow for several contracts to be entered in to with a specific contractor so long as the scope of work falls within a calendar year and does not exceed \$25,000.
Authority Basis	Per specific scope of work	Per specific contractor	Creates greater cost control for Board on a per contractor basis; better fits MEA operations.
Rescission	n/a	Rescinds Resolution 2010-05A	

These revisions would allow for more efficient contracting at amounts under \$25,000, which reduces administrative burden for staff while allowing for greater Board oversight over contractors performing various scopes of work.

Recommendation: Approve Resolution No. 2013-04 to authorize the Executive Officer to enter into certain contracts.

RESOLUTION NO. 2013- 04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY AUTHORIZING THE EXECUTIVE OFFICER TO
ENTER INTO AND EXECUTE CONTRACTS**

WHEREAS, the Marin Energy Authority (“MEA”) 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, MEA members include the following Marin communities: the City of San Rafael, the County of Marin, the City of Larkspur, the City of Belvedere, the Town of Fairfax, the City of Mill Valley, the City of Novato, the Town of Ross, the Town of San Anselmo, the City of Sausalito, the Town of Tiburon, the Town of Corte Madera, the City of Richmond; and

WHEREAS, Section 2.5 of the Marin Energy Authority Joint Powers Agreement authorizes the Authority to make and enter into contracts, and to employ staff to administer the Authority; and

WHEREAS, on April 10, 2010 the Board issued Resolution No. 2010-05A authorizing the Interim Director to enter into and execute contracts for an amount not to exceed \$20,000, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations; and

WHEREAS, the Board desires to authorize the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000, consistent with the Authority's budget, Joint Powers Agreement, and Operating Rules and Regulations; and

WHEREAS, the Board desires to concurrently rescind Resolution No. 2010-05A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority:

The Executive Officer is hereby authorized to enter into and execute contracts for an amount not to exceed \$25,000 per contractor per fiscal year, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations. The Executive Officer shall report all contracts executed by the Executive Officer pursuant to the authority granted by this resolution to the Board of Directors at their next regular meeting.

Resolution No. 2010-05A, A Resolution of the Board of Directors of the Marin Energy Authority Authorizing the Interim Director to Enter Into and Execute Contracts, is hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this 7th day of March, 2013, by the following vote:

AYES NOES ABSTAIN ABSENT

City of San Rafael
County of Marin
City of Larkspur
City of Mill Valley
Town of San Anselmo
Town of Ross
City of Richmond
City of Novato
Town of Corte Madera
Town of Fairfax
City of Belvedere
City of Sausalito
Town of Tiburon

CHAIR, MARIN ENERGY AUTHORITY BOARD