



**Marin Clean Energy
Board of Directors Meeting
Thursday, March 6, 2014
7:00 P.M.**

Dawn Weisz
Executive Officer

Damon Connolly
Chair
City of San Rafael

Kathrin Sears
Vice Chair
County of Marin

Bob McCaskill
City of Belvedere

Sloan C. Bailey
Town of Corte Madera

Larry Bragman
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
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

1 (888) 632-3674
mceCleanEnergy.org

781 Lincoln Ave., #320
San Rafael, CA 94901

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

Agenda Page 1 of 2

- 1. Board Announcements (Discussion)**
- 2. Public Open Time (Discussion)**
- 3. Report from Executive Officer (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
 - C.1 2.6.14 Board Minutes**
 - C.2 Monthly Budget Report**
 - C.3 Approved Contract Update**
 - C.4 Second Addendum to Second Agreement with PlanetEcosystems**
 - C.5 Second Agreement with Braun, Blaising, McLaughlin & Smith**
 - C.6 Fifth Agreement with Douglass & Liddell**
 - C.7 Third Agreement with Ellison, Schneider & Harris**
 - C.8 Fifth Agreement with Richards, Watson & Gershon**
 - C.9 Second Agreement with Troutman Sanders LLP**
 - C.10 Third Agreement with Jay Marshall**
 - C.11 Sixth Agreement with Maher Accountancy**
 - C.12 Second Addendum to Second Agreement with CivicActions**
 - C.13 Fifth Agreement with Green Ideals**
 - C.14 Second Agreement with Marin Web Design**
- 5. Budget Adjustment FY 2013/14 (Discussion/Action)**



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Agenda Page 2 of 2

- 6. Budget for FY 2014/15 (Discussion/Action)**
- 7. Ad Hoc Contracts Committee for 2014 (Discussion/Action)**
- 8. Communications Update (Discussion)**
- 9. Energy Efficiency Update (Discussion)**
- 10. Regulatory and Legislative Update (Discussion)**
- 11. Board Member & Staff Matters (Discussion)**
- 12. Adjourn**



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**MARIN ENERGY AUTHORITY
BOARD MEETING
THURSDAY, February 6, 2014
7:00 P.M.
SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM
750 LINDARO STREET, SAN RAFAEL, CA 94901**

Roll Call

Present:

Kathrin Sears, County of Marin
Tom Cromwell, City of Belvedere, Alternate
Sloan Bailey, Town of Corte Madera
Kevin Haroff, City of Larkspur
Garry Lion, City of Mill Valley
Denise Athas, City of Novato
Tom Butt, City of Richmond
Carla Small, Town of Ross
Ray Withy, City of Sausalito
Emmett O'Donnell, Town of Tiburon

The Meeting was called to order by Vice Chair, Kathrin Sears.

Absent:

Damon Connolly, City of San Rafael, Chair
Larry Bragman, Town of Fairfax
Ford Greene, Town of San Anselmo

Staff:

Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
Beckie Menten, Energy Efficiency Coordinator
Alex DiGiorgio, Community Affairs Coordinator
Emily Goodwin, Internal Operations Coordinator
Greg Brehm, Resource Coordinator
Shalini Swaroop, Regulatory Counsel
John Dalessi, Consultant
Kirby Dusel, Consultant
Michael Maher, Maher Accountancy
Meaghan Doran, Energy Efficiency Specialist
Darlene Jackson, Clerk

Public Session: 7:06 PM

Agenda Item #1-Swearing in of New Board Members (Discussion/Action)

Dawn Weisz performed the swearing in of the new board members, Kevin Haroff, City of Larkspur and Garry Lion, City of Mill Valley.

Agenda Item #6 was moved up. Director Kate Sears read and presented the resolution to Director Wachtel. She shared kind words for his many contributions to the Board as well as to Marin Energy Authority. Director Wachtel shared sentiments about MCE and stated it is a humbling experience to be on the receiving end of such an honor. He also stated his commitment to continuing his work with MCE in any way he is needed.

M/s O'Donnell/Athas (passed 10-0-0) approved Resolution 2014-01 Honoring Director Ken Wachtel. Directors Bragman, Connolly and Greene were absent).

Agenda Item #2 - Board Announcements (Discussion)

NONE

Agenda Item #3 – Public Open Time (Discussion)

Member of the public, Sam Sparrow shared his Net Energy Metering experience while in Maui, Hawaii and how it does not measure up to what MCE is doing for its customers. He also stated how appreciative he is to have such an organization as MCE serving the people.

Agenda Item #4 – Report from Executive Officer (Discussion)

Executive Officer Dawn Weisz reported on the following:

- PG&E Rate Change – Ms. Weisz announced that PG&E implemented a rate change effective January 1, 2014 and wanted to make sure that everyone was aware in case they wanted to share the information with their constituents.
- MCE is in the process of going through the annual Open Season which allows the developers and landowners an opportunity to bid in supply to MCE for its power portfolio. The deadline for submittal is March 3, 2014 this year. A successful webinar was held today for folks who were interested in submitting bids with 62 participants on the call.
- MCE's Syndicated Solar Program will be discussed in the February 10th Technical Committee meeting. The name will likely change following the required trademark search for SunShares.
- The February 19th Executive Committee meeting is cancelled and we will resume regular scheduled meeting in March.
- A meeting of the MCE Community Power Group will meet for the 1st time on Friday, 2.7.14 at 11:00AM in the Boro Room of the SRCC.
- The CCA Champion Awards and MCE 5-year Anniversary Celebration will be held on Friday, February 7th from 2:00 - 4:00PM in the Tamalpais Room of the SRCC. Assembly Member Marc Levine will present a certificate to MCE in honor of its 5-year anniversary and Jared Huffman will present MCE with a Congressional Record Statement. MCE will be honoring and giving a "CCA Champion" award to Senator Mark Leno, and to Mark Toney of The Utility Reform Network.

Agenda Item #5 – Consent Calendar (Discussion/Action)

- C.1 12.5.13 Board Meeting
- C.2 Monthly Budget Report
- C.3 Approved Contract Update
- C.4 Regulatory Assistant Position
- C.5 Annual COLA Adjustments for Staff Compensation Ranges

- C.6 First Amendment to and Restatement of Operating Agreement with First Community Bank
(Agenda item C.6 was pulled off of the consent calendar for further discussion)
- C.7 Fourth Agreement with Lehman, Levi, Pappas & Sadler

M/s O'Donnell/Athas (passed 10-0-0) approved consent calendar. Directors Connolly, Greene and Bragman were absent.

Agenda Item #5-C.6 First Amendment to and Restatement of Operating Agreement with First Community Bank. Per Executive Officer Dawn Weisz, this item is an amendment to an existing agreement which is already in place with First Community Bank for MCE's On Bill Repayment Program. Upon approval of this program the Board thought it would be helpful if MCE could offer OBR for solar installation as well as energy efficiency. MCE pursued that idea and have been able to incorporate the concept of solar into the operating agreement. The additional discussion is required because some minor administrative adjustments in the contract related to implementation of late fees need to be clarified. The staff is looking for approval of the proposed draft pending clarification of any minor administrative adjustments. The Board determined there was no need to carry item over to next month's meeting.

M/s Lion/Withy (passed 10-0-0) approved consent calendar item 6 Directors Connolly, Bragman and Greene were absent.

Agenda Item #6 –Resolution 2014-01 Honoring Director Ken Wachtel (Discussion/Action)
This item was moved up to follow Agenda item #1. See above.

Agenda Item #7 Resolution 2014-02 with River City Bank to Name Officials Authorized to Transact Business on Operating Accounts (Discussion/Action)
Emily Goodwin, Internal Operations Coordinator presented this item.

Ms. Goodwin explained MCE's history with River City Bank and currently we have four accounts with them. River City Bank has new requirements by the California Department of Financial Institutions which requires them to identify a primary agency representative to administer, act or disable an account at our Bank. This person is and has been designated as Executive Officer, Dawn Weisz. MCE has a number of existing internal controls in place to avoid concerns of sweeping powers in any one staff member. Dawn has control to add or delete people to the accounts, but other decisions on the accounts include the checks and balances of our Legal Director and accountants who MCE works closely with on all receivable and payable items. This resolution is not adopting a new way of doing business, but rather formalizing naming a staff person as a primary account representative on all accounts.

Ms. Goodwin responded to questions from the Board.

M/s O'Donnell/Bailey (passed 10-0-0) approved Resolution 2014-02 with River City Bank to Name Officials Authorized to Transact Business on Operating Accounts. Directors Bragman, Connolly and Greene were absent.

NOTE: Directors Bragman and Connolly arrived during presentation of Agenda item #8.

Agenda Item #8 –Proposed Budget for FY2014-/15 (Discussion/Action)

Michael Maher, Maher Accountancy presented this item.

Mr. Maher discussed each line item but specifically explained the expected rise in the unit cost of energy. He explained this proposed budget reflects MCE's anticipated revenue and expenses for the 2015 fiscal year which will run from April 1, 2014 to March 31, 2015.

This proposed budget reflects data management costs increasing slightly in FY2015. Director Sears indicated she thought a lower rate had been negotiated on data management. Per Communications Director, Jamie Tuckey that is correct but MCE will experience a slight increase due to an increase in the Richmond customer base.

Director Small stated while she has no problem supporting the new innovative things being proposed, in the future she would like to see Communication expenses broken out indicating how funds are being allocated since the amount is substantial and requires Board approval.

Mr. Maher and Communications Director Jamie Tuckey responded to questions from the Board and indicated MCE would be seeking approval of the actual budget at the March Board meeting.

M/s O'Donnell/Sears (passed 12-0-0) approved Proposed Budget for Fiscal Year Ending March 31, 2015. Director Greene was absent.

Agenda Item #9 – Proposed Rates for FY 2014/15 (Discussion/Action)

John Dalessi, Technical Consultant presented this item.

Mr. Dalessi discussed MCE's ratesetting cycle, policies and processes. MCE typically adjusts its rates on an annual basis, and the new rates go into effect near the start of the fiscal year. He explained how the rate increase is primarily due to the scheduled increase in power supply contract prices beginning in July and also due to RPS compliance costs.

Mr. Dalessi discussed the MCE ratesetting calendar as typically beginning in January with proposed rates presented to the Board in February. The release of the proposed rates initiates a sixty-day public review and comment period. Following completion of the sixty-day public review and comment period, final rates are adopted by the Board in April and placed into effect the following day.

Mr. Dalessi discussed various MCE established policies that are considered in designing MCE rates:

- Rate sufficiency
- Rate competitiveness
- Rate stability
- Customer understanding
- Equity among customers, and
- Efficiency

Mr. Dalessi provided an overview of mechanics and how the FY2015 MCE rate design process began with a forecast of MCE sales and revenue requirements, revenue allocation and finally rate design.

He further explained how FY2015 revenue requirement (preliminary) is based on the proposed FY 2015 budget.

Proposed FY 2015 Revenue Allocation – Mr. Dalessi summarized the results of the cost-of-service and competitive rate assessment. It shows a comparison between the average revenue paid by each customer class under the proposed rate structure to the average cost-of-service for the respective customer class as well as the average revenues that would be paid under the currently effective PG&E generation rates.

Mr. Dalessi further discussed how cost of MCE service compares to PG&E and how MCE generation rates measure up/compare to PG&E's rate increase. The proposed MCE rates are generally lower than the generation rates currently charged by PG&E. Additionally, PG&E is expected to increase their generation rates again in May 2014. The proposed approach to rate design maintains the existing rate differentials among the various MCE charges, furthering the interest of rate stability.

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

M/s Sears/O'Donnell (passed 12-0-0) approved Proposed Rates for FY 2014/15. Director Greene was absent.

Agenda Item #10 – Energy Efficiency Update and Expansion of Home Utility Report Pilot Program (Discussion)

Beckie Menten, Energy Efficiency Program Director presented this item.

Ms. Menten shared the history of the Home Utility Report (HUR) Pilot Program as being a major part of the contract with Planet Ecosystems, Inc. (PEI). An HUR is mailed to residential customers. The report displays that customer's energy consumption compared to households with similar characteristics and demonstrates how the recipient could be performing better to save energy. The intention of the mailer is to motivate the recipient to take action to reduce their energy use, and provides the recipient with access to the web tool where they can connect with more resources.

Due to potential concerns and the unknown about how such a report would be received in MCE's customer base, the MCE program initially offered these reports as a pilot. After monitoring of call center and account activity for the HUR program recipients there is no indication that these reports are causing a negative reaction with customers.

Given the findings of monitoring of the call center and customer account activity, MCE plans to roll the pilot into full expansion. This would mean extending the HURs mailers to an audience of approximately 20,000 recipients across Marin and the City of Richmond.

Ms. Menten reported on Solar Financing and the Energy Efficiency team is working on a marketing plan to coordinate single family financing, web tool, and home utility reports.

Ms. Menten shared Post 2014 Program Planning reviews including:

- CPUC shifting to longer term portfolios beginning (anticipated 2016)
- 2015 funding extension request
- Public workshop 2/19 CPUC
- Initial filing March 3
- Anticipated decision 5/15
- Intended as extension of existing programs
- Potential requests include more funding for schools program, financing marketing

Ms. Menten responded to questions from the Board.

Agenda Item #11 –First Addendum to First Agreement with Strategic Energy Innovations for the Schools Energy Efficiency Program (Discussion/Action)

Beckie Menten, Energy Efficiency Program Director presented this item.

Ms. Menten provided history of MCE's relationship with Strategic Energy Innovations and the benefits that relationship has produced.

Strategic Energy Innovations (SEI) is a Marin based non-profit organization established in 1997 which has been providing energy efficiency programs in K-12 schools across the country for several years. In the 2013 contract term, SEI demonstrated their ability to contribute significantly towards the MCE efficiency program goals; working hard to achieve metrics outlined in the Program Implementation Plan and demonstrating the ability to problem solve to improve program delivery further. In the 2013 time frame, SEI delivered their curriculum in 7 schools across Marin. In 2013, SEI and PEI worked together to reach 813 students in Marin County schools, accomplishing the creation of 377 accounts on the online portal and the creation of 281 action plans.

SEI, PEI, and MCE have worked closely together to design the 2014 program to achieve the greatest amount of impressions in our community with the most cost-effective budget. The 2014 program proposal places less of an emphasis on in-classroom instruction and instead utilizes an assembly based approach to raise awareness and get kids excited. The program also intends to utilize a walk-a-thon model to empower the students to reach out to community members and get them engaged with the web tool, providing incentives for the highest achieving classrooms (both in terms of energy reductions accomplished and in terms of action plans created). The 2014 program proposal also includes participation in Richmond schools.

The proposed Addendum for consideration today would add \$27,300 to the existing First Agreement for a total not to exceed contract amount of \$49,800. This contract would be funded exclusively from the CPUC energy efficiency program funds. This contract represents 11% of the single family energy efficiency program budget, and 1% of the overall energy efficiency program budget. If this amendment is approved today, \$172,887 from the single family budget will remain unallocated (not including MCE staff expenditures).

Ms. Menten responded to questions from the Board.

M/s Sears/Athas (passed 12-0-0) approved proposed First Addendum to the First Agreement with Strategic Energy Innovations for MCE's Schools Energy Efficiency Program. Director Greene was absent.

Agenda Item #12 – Communications Update (Discussion)

Jamie Tuckey, Communications Director presented this item.

Ms. Tuckey shared Business Community Outreach has included the following:

- San Rafael Chamber of Commerce
- Richmond Chamber of Commerce
- Marin Economic Forum
- Marin Convention & Visitors' Bureau
- Richmond Rotary Club (01/17/14)

- Richmond Council of Industries (04/16/14)

Other Meetings and Events include

- EAH San Clemente Place Corte Madera Sustainability Fair held on 12/07/13
- Community Health & Wellness Fair Richmond held on 12/07/13
- San Anselmo EV Ribbon Cutting held on 12/13/13
- Municipal Electric Aggregation: Market & Regulatory Trends held on 01/09/14
- Martin Luther King Day of Service, Richmond held on 01/20/14)
- Sonoma Renewable Strategies Conference held on 01/24/14
- Marin Convention & Visitors' Bureau Green Tourism Summit held on 02/05/14

Upcoming Meetings and Events include the following:

- Environmental Youth Forum San Rafael (02/11/14)
- Bay Area Alt Car Expo Richmond (03/14-15/14)
- Earth Day Marin (04/06/14)
- Marin Green Drinks (04/08/14)
- Drake High School Earth Day (04/30/14)
- Caledonia Street Festival (05/25/14)

She shared the proposed MCE Rate Change will be noticed in several local publications: the Marin IJ, the West County Times, the Pacific Sun, and the Richmond Post. Director Sears suggested including circulations in Southern Marin that have far better readership in those areas as compared to the Marin IJ.

Ms. Tuckey shared on the MCE expansion front that the County of Napa feasibility study was approved and initiated by its Council and the City of Albany is awaiting a grant to fund the feasibility study.

Upcoming Meetings also include the City of El Cerrito whose Environmental Quality Committee will meet on 02/11/14; the City of Benicia whose Community Sustainability Commission will meet on 03/03/14 and, the City of Hayward with a to be determined date possibly in April or May.

MCE is in ongoing discussions with the City of Piedmont, City of San Ramon, City of San Pablo, San Luis Obispo County and Santa Barbara County.

Ms. Tuckey also shared the following information:

- As a result of MCE's proposed rate increase, MCE will include on-bill messages on its residential and commercial bills.
- As a direct result of efforts to re-engage commercial customers who formerly opted out, the Public Affairs Team realized success in the applied strategy. In the last six months, 192 opted out accounts re-enrolled in MCE for a total of 14.4 million kWh and a 1.3% increase to MCE's total demand.

Ms. Tuckey and Alex responded to questions from the Board.

Agenda Item #13 - Regulatory Update (Discussion)

Beth Kelly, Legal Director presented this item.

Ms. Kelly discussed a couple of challenges and issues raised in a proposed decision by Commissioner regarding

energy efficiency programs run by CCAs.

- This decision may place limitations on a CCAs ability to run comprehensive programs.
- The decision proposes cost effectiveness protocols applicable to MCE. The same costs effectiveness protocols would apply to MCE as the investor utilities; however, this issue raises the importance of ensuring IOUs cannot “cherry pick” the most cost effective programs for their own portfolios.

Ms. Kelly noted that an alternate proposed decision was issued by Commissioner Peterman. Commissioner Peterman was recently confirmed by the Legislature as a CPUC Commissioner. Commissioner Peterman’s thoughtful alternate proposed decision clarifies that CCAs can do more comprehensive program and also set different standards for the Total Resource Cost (TRC) calculations for cost effectiveness.

These proposed decisions were voted upon at the January 18, 2014 Commission voting meeting. The Ferron Decision was approved. MCE will evaluate how we can clarify that decision. Specifically, MCE seeks to ensure deep retrofit and other comprehensive programs that serve both electric and gas measures continue to be supported by the Commission.

MCE will also be looking at ensuring that if we are going to be subject to the same efficient cost measures as the investor utilities that, we are on an equal playing field for offering all types of portfolios and services for our customers.

2012 LTPP – Ms. Kelly shared this is where procurement plans of investor utilities are calculated. One of the key issues MCE has been having is that PG&E has refused to incorporate departing CCAs loads into their procurement forecasts. This is a key factor in the \$13M subsidy charges MCE customers are paying to PG&E, as previously discussed by Mr. Dalessi.

The proposed decision on this matter, for which a vote is expected in March, requires the investor utilities to back out projections of CCAs load. MCE plans to make clarifying comments on this proposed decision. Ms. Kelly noted that in the past, this CCA load issue had not been addressed for purposes of IOU procurement, but we are increasingly seeing CCA issues being addressed before the Commission.

2014 LTPP – Ms. Kelly reported this as being the new Long Term Procurement Plan (LTPP) rulemaking. MCE will be focusing on having CCAs treated in the same way as municipal departing load for purposes of load projections.

Resource Adequacy – Ms. Kelly reported there are two moving parts on the Resource Adequacy front: Flexible Resource Adequacy (FRAC-MOO) and the new Order Instituting Rulemaking on the Multi-Year Resource Adequacy Framework. MCE will be actively involved in the development of these new resource adequacy rules.

Cap and Trade – A Cap and Trade energy efficiency letter was sent out on January 28, 2014 by the CPUC Energy Division to require IOUs to return revenues and costs to all ratepayers. All Cap and Trade revenues are being funneled through investor utilities on CCAs behalf. MCE customers will receive their climate refund by way of PG&E.

Ms. Kelly responded to questions from the Board.

Agenda Item #14 Board Member & Staff Matters (Discussion)

Comforts will be catering the CCA Awards/MCE Anniversary affair tomorrow.

Agenda Item #10 – Adjourn

9:08PM

Damon Connolly, MCE Chair

ATTEST:

Dawn Weisz, MCE Executive Officer



March 6, 2014

TO: Marin Clean Energy Board
FROM: Greg Morse, Business Analyst
RE: Monthly FY 14 Budget Report (Agenda Item #4 - C.2)
ATTACHMENT: MCE Budget Reports 2014-01 (Unaudited)

Dear Board Members:

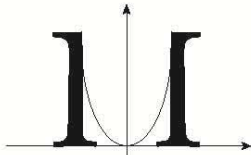
SUMMARY:

The attached budget update compares the FY 2014 budget to the unaudited revenue and expenses of MCE for the month ending January 2014.

Expenditures over the last month have been stable and in keeping with budgets. New technical consulting contracts have been successful in lowering the associated technical consulting costs. Legal services are slightly up for the month, but are still well under budget for the year.

Overall, MCE continues to spend below projections, as reflected in year-to-date figures.

Recommendation: No action needed. Informational only.



MAHER ACCOUNTANCY

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

Financial Plumline

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

We have compiled the accompanying budgetary comparison schedules of Marin Clean Energy (a California Joint Powers Authority) for the period ended January 31, 2014. 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 Clean Energy.

Maher Accountancy

February 19, 2014



MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through January 31, 2014

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Revenue - Electricity (net of allowance)	\$ 86,865,000	\$ 71,781,974	\$ 15,083,026	82.64%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Cost of energy	76,427,000	63,637,583	12,789,417	83.27%
Staffing	1,537,000	1,244,009	292,991	80.94%
Technical consultants	594,000	451,147	142,853	75.95%
Legal counsel	260,000	125,567	134,433	48.30%
Communications consultants and related expenses	750,000	614,873	135,127	81.98%
Data manager	2,534,000	2,061,982	472,018	81.37%
Service fees- PG&E	603,000	483,274	119,726	80.14%
Other services	333,000	213,295	119,705	64.05%
General and administration	297,000	268,323	28,677	90.34%
Marin County green business program	15,000	15,000	-	100.00%
Solar rebates	10,000	-	10,000	0.00%
Total current expenditures	83,360,000	69,115,053	14,244,947	82.91%
CAPITAL OUTLAY	20,000	1,656	18,344	8.28%
DEBT SERVICE	1,195,000	993,505	201,495	83.14%
INTERFUND TRANSFER TO:				
Local Renewable Energy Development Fund	51,536	51,536	-	100.00%
Total expenditures	84,626,536	70,161,750	\$ 14,464,786	82.91%
Net increase (decrease) in available fund balance	<u>\$ 2,238,464</u>	<u>\$ 1,620,224</u>		

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through January 31, 2014**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 2,100,000	\$ 752,804	\$ 1,347,196	35.85%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>2,100,000</u>	<u>752,804</u>	<u>1,347,196</u>	<u>35.85%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

* Transfer of \$547,500 for security of On Bill Repayment program not recognized as expenditure.

**LOCAL DEVELOPMENT RENEWABLE ENERGY FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through January 31, 2014**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 51,536	\$ 51,536	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>51,536</u>	<u>-</u>	<u>51,536</u>	<u>0.00%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 51,536</u>		



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Report on Approved Contracts (Agenda Item #4 – C.3)

Dear Board Members:

SUMMARY:

On March 7, 2013 your Board adopted Resolution 2013-04 which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000 within a fiscal year consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

The following chart summarizes contracts of this nature which have been entered into during the previous month:

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
February	Intellectual property legal services.	Bryan Cave LLP	\$10,000	1 Year
February	Technical support for MCE website.	Kames & Associates	\$10,000	1Year
February	MCE website development & enhancement.	Marin Web Design	\$24,750	1.5 Months
February	Technical regulatory assistance.	RTO Advisors	\$5,000	1 Year
February	Technical Support & maintenance for MCE website	Sam Long	\$7,000	1 Year
February	Participation in regulatory proceedings on behalf of MCE.	Tosdal Law Firm	\$5,000	1 Month
February	Participation in regulatory proceedings on behalf of MCE.	Tosdal Law Firm	\$10,000	1 Year

Recommendation: Information only. No action required.



March 6th, 2014

TO: Marin Clean Energy Board

FROM: Beckie Menten, Energy Efficiency Director

RE: Second Addendum to Second Agreement with Planet Ecosystems, Inc. (Agenda Item #4 - C.4)

ATTACHMENT: Second Addendum to Second Agreement with Planet Ecosystems, Inc.

Dear Board Members:

SUMMARY:

In July of 2012, MCE 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:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and
4. 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 MCE for the implementation of energy efficiency programs.

The single family utility demand reduction program is one of four program elements proposed to the CPUC, and is funded at a total of \$473,417. The program was developed to comply with CPUC guidance that MCE not overlap existing energy efficiency program offerings, but instead complement existing programs offered by other parties. This program is therefore designed to provide customers with the education and inspiration to take actions to reduce their energy usage, and to connect interested customers with resources needed to implement energy improvements in their homes.

On January 9th, 2013 MCE entered into an initial First Agreement with Planet Ecosystems, Inc to explore development of a web based energy efficiency tool for single family residential customers in Marin and the City of Richmond. On February 7th 2013 your Board approved the Second Agreement with Planet Ecosystems, Inc. to customize their web tool to MCE's program needs and license this tool on a software-as-service basis. The contract also included funding for outreach efforts necessary to drive participation to the web tool.

In December of 2013 your Board approved an addendum to the Second Agreement with Planet Ecosystems, Inc. to extend the contract from December 31, 2013 to March 31st, 2014. This extension was intended to allow for a major outreach campaign to reach completion. Staff finds that it would be advantageous to evaluate the results of this campaign in advance of consideration of a potential Third Agreement with Planet Ecosystems. The results of the campaigns are anticipated in early March, thus staff proposes a second addendum to the Agreement to extend the termination date.

The attached Second Addendum to the Second Agreement with Planet Ecosystems, Inc. would extend the existing contract termination date from March 31, 2014 to April 30, 2014. The proposed addendum does not add additional funding to the contract amount, but would allow Planet Ecosystems, Inc. to continue to use remaining budget to provide services described in Exhibit A of the Agreement and allow for results of the outreach campaigns to be evaluated to help better prepare for a potential Third Agreement.

Recommendation: Approve the Second Addendum to the Second Agreement with Planet Ecosystems, Inc.



**SECOND ADDENDUM TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND PlanetEcoSystems**

This SECOND ADDENDUM is made and entered into on March 6, 2014, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and PlanetEcoSystems (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide energy efficiency technical services as directed by MCE staff dated February 8, 2012 ("Agreement"); and

WHEREAS, MCE and the Contractor amended the agreement to adjust the termination date to March 31, 2014; and

WHEREAS, Section 5 of the agreement included a termination date of March 31st, 2014; and

WHEREAS, the parties desire to amend the agreement to adjust the termination date to extend to April 30, 2014.

NOW, THEREFORE, the parties agree to modify Section 5 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. Time of Agreement is hereby amended to read as follows:

Section 5. Time of Agreement:

This agreement shall commence on February 8, 2013, and shall terminate on **April 30, 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.

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Second Agreement with Braun, Blaising, McLaughlin & Smith
(Agenda Item #4 – C.5)

ATTACHMENT: Second Agreement with Braun, Blaising, McLaughlin & Smith

Dear Board Members:

SUMMARY:

Braun, Blaising, McLaughlin & Smith have and will continue to provide regulatory assistance primarily pertaining to Long Term Procurement Plan (LTPP) proceedings but will also assist MCE with other regulatory proceedings as requested by MCE. Staff recommends creating a new agreement with Braun, Blaising, McLaughlin & Smith in the amount of \$30,000 for continuation of these services.

Recommendation: Approve the Second Agreement with Braun, Blaising, McLaughlin & Smith.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND BRAUN, BLAISING, MCLAUGHLIN & SMITH PC**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Braun, Blaising, McLaughlin & Smith PC**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide regulatory services as needed and requested by MCE staff.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

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

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
MCE 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:	Braun, Blaising, McLaughlin & Smith PC
	ATTN: Scott Blaising
<hr/>	
Address:	915 L Street
	Suite #1270
<hr/>	
	Sacramento, CA 95814
<hr/>	
Telephone No.:	(916) 682-9702 Direct Line
	(916) 712-3961
<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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will render task-specific regulatory services and assistance upon request by Marin Clean Energy, in connection with regulatory affairs.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following annual rates for the following attorneys:

C. Anthony Braun (Partner):	\$375
Scott Blaising (Partner):	\$375
Bruce McLaughlin (Partner):	\$375
Kevin Smith (Partner):	\$375
Justin Wynne (Senior Associate):	\$265
Ryan Bernardo (Junior Associate):	\$215
Linda Johnson (Of Counsel):	\$305
Steve Keene (Of Counsel):	\$345
Contract Associate (As authorized):	\$235

The contractor shall bill in .25 hour increments on a monthly basis for all services rendered. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$30,000 for the term of the agreement.



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Fifth Agreement with Douglass & Liddell (Agenda Item #4 – C.6)

ATTACHMENT: Fifth 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 (CPUC) on behalf of Marin Clean Energy. These proceedings have included specific work on the Long Term Procurement Plan proceeding and various exit fee proceedings. Staff recommends creating a new contract in the amount of \$30,000 with Douglass & Liddell for regulatory services as requested by MCE.

Recommendation: Approve the Fifth Agreement with Douglass & Liddell.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND DOUGLASS & LIDDELL**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Douglass & Liddell**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Regulatory services at the direction of MCE.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

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

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
<hr/>	
MCE 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
	ATTN: Dan Douglass
<hr/>	
Address:	21700 Oxnard Street
	Suite #1030
<hr/>	
	Woodland Hills, CA 91367-8102
<hr/>	
Telephone No.:	(818) 961-3001
<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Douglass & Liddell will render task-specific regulatory services from time to time, upon request by Marin Clean Energy, 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 Clean Energy;
- Filing of complaints on behalf of Marin Clean Energy; and
- Interfacing with the California Public Utilities Commission on behalf of Marin Clean Energy with regards to general and matter-specific issues.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

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. For services provided under this agreement, MCE shall pay the Contractor in accordance with the following hourly rates for the following attorneys:

Daniel W. Douglass at \$350 per hour

Donald C. Liddell at \$350 per hour

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

Douglass & Liddell services will be task-specific with MCE providing direction as to tasks to be undertaken by Douglass & Liddell. Douglass & Liddell will only provide services as requested by MCE in writing by letter, voice communication or email. **The amount of any fees and costs billed under this agreement shall not exceed \$30,000.**

EXHIBIT "C"**INSURANCE REDUCTION/WAIVER (if applicable)**CONTRACTOR: **Douglass & Liddell**CONTRACT TITLE: **Fifth 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.

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

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Third Agreement with Ellison, Schneider & Harris, LLP (Agenda Item #4 – C.7)

ATTACHMENT: Third Agreement with Ellison, Schneider & Harris, LLP

Dear Board Members:

SUMMARY:

Ellison, Schneider and Harris currently provide regulatory services to MCE 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 \$50,000 with Ellison, Schneider and Harris for regulatory services as requested by MCE.

Recommendation: Approve the Third Agreement with Ellison, Schneider & Harris, LLP

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Ellison, Schneider & Harris, LLP**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide legal and regulatory services at the direction of MCE.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE 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, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
MCE 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
	ATTN: Andrew B. Brown
<hr/>	
Address:	2600 Capital Avenue
	Suite #400
<hr/>	
	Sacramento, CA 95816
<hr/>	
Telephone No.:	(916) 447-2166
<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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide legal and regulatory services at the direction of MCE.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Ellison, Schneider & Harris, LLP will bill MCE monthly for professional services provided under this agreement. The amount of any fees and costs billed under this agreement shall not exceed \$50,000.

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	\$390
Greggory L. Wheatland	\$330
Lynn M. Haug	\$330
Ronald Liebert	\$310

Associate Attorneys:

Brian S. Biering	\$250
Jedediah J. Gibson	\$250
Chase B. Kappel	\$250
Samantha G. Pottenger	\$250

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

Legal Assistants/Law Clerks:

Eric Janssen	\$175
Karen A. Mitchell	\$175
Deric J. Wittenborn	\$175
Law Clerk	\$175



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Fifth Agreement with Richards, Watson & Gershon (Agenda Item #4 – C.8)

ATTACHMENT: Fifth Agreement with Richards, Watson & Gershon

Dear Board Members:

SUMMARY:

Richards, Watson & Gershon provides various municipal and general legal services to Marin Clean Energy. 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 \$50,000 with Richards, Watson & Gershon for continuation of these essential services.

Recommendation: Approve the Fifth Agreement with Richards, Watson & Gershon.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND RICHARDS, WATSON & GERSHON**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Richards, Watson & Gershon**, hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE 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, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
MCE 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:	Richards, Watson & Gershon
	ATTN: Greg Stepanicich
<hr/>	
Address:	44 Montgomery Street
	Suite #3800
<hr/>	
	San Francisco, CA 94104-4811
<hr/>	
Telephone No.:	(415) 421-8484
<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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal services related to municipal and joint powers authority laws, including the following:

- Attendance at meetings of the Board of Directors and its subcommittees when requested
- Advice concerning MCE'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 legal tasks as specified by the Executive Officer

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Hourly fees for professional services under this agreement will be billed monthly for all services rendered. In no event will the amount of any fees and costs billed under this agreement exceed \$50,000. Richards, Watson & Gershon will bill MCE 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 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Second Agreement with Troutman Sanders LLP (Agenda Item #4 – C.9)

ATTACHMENT: Second Agreement with Troutman Sanders LLP

Dear Board Members:

SUMMARY:

Troutman Sanders LLP provides regulatory services pertaining to new and existing power purchase agreements, including transaction support in drafting, negotiations, finalization and implementation. Troutman Sanders is also working closely with MCE staff on open season and development of future power purchase agreements. Staff recommends creating a new contract in the amount of \$50,000 with Troutman Sanders LLP for energy transaction and related services.

Recommendation: Approve the Second Agreement with Troutman Sanders LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Troutman Sanders LLP**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **To provide legal services to MCE related to new and existing power purchase agreements as requested by MCE staff.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE 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, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
MCE 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:	Troutman Sanders LLP ATTN: Stephen Hall
Address:	805 SW Broadway Suite #1560
	Portland, OR 97205
Telephone No.:	(503) 290-2336

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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal services to MCE related to new and existing power purchase agreements as requested by MCE staff. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Hourly fees for professional services under this agreement will be billed monthly for all services rendered. Hours will be billed as follows:

Stephen Hall at \$675 per hour

Brian Harms at \$575 per hour

John Leonti at \$675 per hour

All rates are subject to a 10 percent discount.

Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication or email. The amount of any fees and costs billed under this agreement shall not exceed \$50,000.



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Third Agreement with Jay Marshall (Agenda Item #4 – C.10)

ATTACHMENT: Third Agreement with Jay Marshall

Dear Board Members:

SUMMARY:

Jay Marshall has been providing Information Technology (IT) support to MCE since July, 2010 for many years including computer, telephone and internet support services.

The attached Third Agreement will allow for Jay Marshall to continue providing core business IT services and support to the MCE staff between April 1, 2014 and March 31, 2015. The contract amount will not exceed \$20,000.

Recommendation: Approve the Third Agreement with Jay Marshall.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND JAY MARSHALL**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Jay Marshall**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide general information technology (IT) support services as requested by MCE staff.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE 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, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
MCE 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 Agreement on the date first above written.

APPROVED BY
Marin Clean Energy:

CONTRACTOR:

By: _____
Executive Officer

By: _____
Name: _____

By: _____
Chairman

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor shall provide general information technology (IT) support to MCE. Contractor shall provide support services to MCE 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 MCE elects to contract IT services through a different contractor. If requested, Contractor shall provide and assist in transferring his full knowledge of MCE 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 for professional services billed in .25 hour increments under this agreement will be invoiced monthly for all services rendered. Invoices will not be accepted if received more than 60 days from the original invoice date. In no event will the total cost to MCE for the services to be provided herein exceed the maximum sum of \$20,000 for the term of the contract.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Jay Marshall**

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>MCE 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 MCE into any significant liability risk.</p>

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 6, 2014

TO: Marin Clean Energy Board

FROM: Sarah Ritter, Administrative Associate

RE: Sixth Agreement with Maher Accountancy (Agenda Item #4 – C.11)

ATTACHMENT: Sixth Agreement with Maher Accountancy

Dear Board Members:

SUMMARY:

On March 4, 2010 Maher Accountancy began providing MCE with general accounting services.

Maher Accountancy continues to provide general accountancy services, budget tracking, invoice processing, as well as employee payroll and employee benefit and accruals accounting services for MCE.

MCE staff has prepared the Sixth Agreement with Maher Accountancy to continue these essential services with an effective date of April 1, 2014 through March 31, 2015 with a maximum cost not to exceed \$146,800.

Recommendation: Approve the Sixth Agreement with Maher Accountancy.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SIXTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MAHER ACCOUNTANCY**

THIS SIXTH AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Maher Accountancy**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide accounting and payroll processing services as directed by MCE.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$146,800**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: Sarah Ritter, Administrative Associate

MCE 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
	ATTN: John Maher
<hr/>	
Address:	1101 Fifth Avenue
	Suite #200
<hr/>	
	San Rafael, CA 94901
<hr/>	
Telephone No.:	(415) 459-1249 ext. 1
<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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

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
- Process payroll and maintain compensated absence accounting records
- 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 MCE's independent auditors in order to minimize the cost of the audit.

Credit Rating and Bond Issuance

Provide support for the planning and process of MCE'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)

Contractor will bill monthly for services rendered. Fees for services shall be as follows:

- Fees for general accounting services and payroll processing will be performed for \$121,800. Payment will be made in monthly installments of \$10,150 on or about the 15th of each month.
- Assistance with the annual audit will be performed for \$15,000 and will be payable at the conclusion of the audit.
- Additional support will be provided according to the following hourly rates:

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

Total costs under this contract will not exceed \$146,800.



March 6, 2014

TO: Marin Clean Energy Board

FROM: Jamie Tuckey, Communications Director

RE: Second Addendum to Second Agreement with CivicActions
(Agenda Item #4 – C.12)

ATTACHMENTS: A. First Addendum to Second Agreement with CivicActions
B. Proposed Second Addendum to Second Agreement with CivicActions

Dear Board Members:

SUMMARY:

CivicActions began providing service to MCE in March, 2012 to develop MCE's online opt out and Deep Green request forms. Support services from CivicActions have continued since that time and the scope of services subsequently included technical and security-related support of the MCE website.

The Second Agreement with CivicActions is currently set to expire on March 31, 2014. The attached Second Addendum to the Second Agreement with CivicActions would allow for continued support by increasing the contract amount by \$2,000.

Recommendation: Approve the Second Addendum to the Second Agreement by and between Marin Clean Energy and CivicActions.



FIRST ADDENDUM TO SECOND AGREEMENT BY AND BETWEEN THE MARIN ENERGY AUTHORITY AND CIVICACTIONS, INC

This FIRST ADDENDUM is made and entered into on July 15, 2013, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and CivicActions, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and Contractor entered into an Agreement to provide technical support for Marin Clean Energy's Customer Relationship Management (CRM) system dated March 7, 2013 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated in an amount not to exceed \$15,200; and

WHEREAS, the parties desire to increase the contract amount by \$9,800 for a total amount not to exceed \$25,000.

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 4 and Exhibit B is 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 \$25,000 including direct non-salary expenses.

Exhibit B – Fees and Payment Schedule

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 \$25,000.

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

CONTRACTOR:

By: Ian Rhett
 Name: Ian Rhett
 Title: CEO

MARIN ENERGY AUTHORITY:

By: Dean Weise
 Name: Dean Weise
 Title: EXECUTIVE OFFICER



**SECOND ADDENDUM TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND CIVICACTIONS, INC**

This SECOND ADDENDUM is made and entered into on March 6, 2014, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and CivicActions, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and Contractor entered into an Agreement to provide technical support for Marin Clean Energy's Customer Relationship Management (CRM) system dated March 7, 2013 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated in an amount not to exceed \$25,000; and

WHEREAS, the parties desire to increase the contract amount by \$2,000 for a total amount not to exceed \$27,000.

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 4 and Exhibit B is hereby amended to read as follows:

Section 4, Maximum Cost to MCE:

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

Exhibit B – Fees and Payment Schedule

In no event will the cost to MCE for the services to be provided herein, as described in Exhibit A, exceed the maximum sum of \$27,000.

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

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



March 6, 2014

TO: Marin Clean Energy Board

FROM: Jamie Tuckey, Communications Director

RE: Fifth Agreement with Green Ideals (Agenda Item #4 – C.13)

ATTACHMENTS: A. First Addendum to Fourth Agreement with Green Ideals
B. Proposed Fifth Agreement with Green Ideals

Dear Board Members:

SUMMARY:

Green Ideals began providing marketing, branding, graphic design and communication services for MCE in 2010.

The Fourth Agreement with Green Ideals is currently set to expire on March 31, 2014. The attached Fifth Agreement with Green Ideals would allow for continued marketing, branding, graphic design and communication services for a total amount not to exceed \$80,000.

Recommendation: Approve the Fifth Agreement by and between Marin Clean Energy and Green Ideals.



FIRST ADDENDUM TO FOURTH AGREEMENT BY AND BETWEEN THE MARIN ENERGY AUTHORITY AND GREEN IDEALS

This FIRST ADDENDUM is made and entered into on July 11, 2013, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and GREEN IDEALS (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and the Contractor entered into an agreement for marketing, branding, and communication services for MCE which commenced on April 1, 2013 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated in an amount not to exceed \$40,000; and

WHEREAS, the parties desire to amend the agreement to increase the maximum amount of the contract by \$40,000.

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 \$80,000 including direct non-salary expenses.

Exhibit B – Fees and Payment Schedule

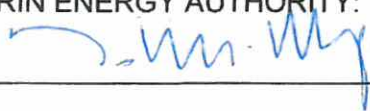
Contractor shall be compensated at a rate of \$175 per hour. In no event will the maximum cost of services in Exhibit A exceed \$80,000.

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

CONTRACTOR:

By: 

MARIN ENERGY AUTHORITY:

By: 

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND GREEN IDEALS**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Green Ideals**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide marketing, branding, graphic design and communications services for MCE.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$80,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager:	Sarah Ritter, Administrative Associate
<hr/>	
MCE 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:	Green Ideals
	ATTN: Susan Bierzychudek
<hr/>	
Address:	400 Red Hill Avenue
<hr/>	
	San Anselmo, CA 94960
<hr/>	
Telephone No.:	(415) 453-8070
<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	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	

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

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

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

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be compensated at a rate of \$175 hourly for professional services under this agreement and will bill monthly for all services rendered. In no event will the maximum cost of services in Exhibit A exceed \$80,000.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: **Green Ideals**

CONTRACT TITLE: **Fifth 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>MCE Use Only</i>
General Liability Insurance	<input 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.

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

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____



March 6, 2014

TO: Marin Clean Energy Board

FROM: Jamie Tuckey, Communications Director

RE: Second Agreement with Marin Web Design
(Agenda Item #4 – C.14)

ATTACHMENT: A. First Agreement with Marin Web Design
B. Proposed Second Agreement with Marin Web Design

Dear Board Members:

SUMMARY:

Background:

Websites have three key components: a domain name, web hosting, and a web platform. Domain names are where people go to visit a website. Web hosting is the space on the Internet where you store a website's files. Web platforms are tools that are used to build a website.

MCE's domain name is www.mceCleanEnergy.org. It is hosted by Firehost, and is built on the Drupal platform.

MCE has had agreements with three vendors to provide website maintenance and development services over the past several years. Kames Geraghty built, designed, and currently implements updates and edits to the website as requested by MCE staff using Drupal.

CivicActions built and currently maintains the opt-out and Deep Green web forms, which are dependent on the Drupal platform. CivicActions also provides regular maintenance and updates to MCE's Drupal platform to ensure security and proper function of the MCE opt out forms and informational pages.

The opt out and Deep Green forms are not only dependent on Drupal, but also on having the most current customer database available to ensure accessibility and ease of use by all MCE customers. As such, the forms are automated to update daily from databases provided by Noble Energy Solutions (Noble). The forms also provide automated daily updates to Noble with any information provided by customers using the forms.

Sam Long provides technical support for domain hosting services and serves as an interface and project management coordinator between CivicActions, Kames Geraghty and Noble to ensure that all functions of the website are properly functioning.

Noble has offered to build and maintain virtually identical opt out and Deep Green forms for MCE that are not dependent on the Drupal platform and expects to complete this project in April 2014. This allows MCE to consider other platforms that do not require heavy maintenance and updates, would eliminate the need for services from CivicActions and Sam Long, and would reduce the need for services from Kames Geraghty.

MCE has also identified a need for website enhancement and redesign to closely align with the MCE brand reflected in other outreach materials.

Marin Web Design

Enhancing MCE's online presence with a professional website built by Marin Web Design will allow us to more effectively engage our audience in a meaningful way. Doing so effectively requires a website that reflects our unique goals and long-term vision. MCE needs a website that integrates layout and custom produced graphics into a cohesively branded digital platform (transitioned to Wordpress instead of Drupal), is easy to customize and maintain without sacrificing quality, looks professional and appealing whether visitors view it on a computer, tablet, or mobile device, and positions MCE as a leader in the clean energy industry.

On February 12, 2014 the MCE Executive Officer approved a First Agreement with Marin Web Design to provide planning, design, branding and communication services in preparation for building and launching revised English and Spanish customer-facing websites for a total amount not to exceed \$24,750. The first contract covers the planning phase for the new website and includes production of original branded web page designs, communications with Noble Energy Solutions regarding the transition of opt out and Deep Green forms, and development of clear messaging on the MCE home page to maintain a consistent tone while engaging MCE's audience. The First Agreement will expire on March 31, 2014.

The attached Second Agreement with Marin Web Design will allow for the implementation and launch of the new website as well as ongoing maintenance and support between April 1, 2014 and March 31, 2015 for a total amount not to exceed \$50,000.

Marin Web Design will work with MCE to develop, code and put into action all of the notes from the planning phase, which is covered in the First Agreement, to produce and deliver a fully functioning customer-facing website in English and Spanish. The site's design will be translated into code and Marin Web Design will launch the new website after proofing and approval by MCE.

Marin Web Design will also work to consult, develop and deliver other requirements specifically related to the revised web platform of the MCE website. Marin Web Design will assist in the development of new pages, custom graphics, new headlines or copy adjustment and general technological consulting as requested by MCE staff. Marin Web Design will also provide training for MCE staff on adding content to the website platform and will provide website maintenance as needed, including executing updates to the website application and plugins.

There may be periods of time throughout the duration of this agreement where MCE may not require updates to the website or training. Should this occur, Marin Web Design will work to increase the site's search engine optimization and enhance the finer details of the MCE website's pages.

Recommendation: Approve the Second Agreement by and between Marin Clean Energy and Marin Web Design.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MARIN WEB DESIGNS**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **February 12, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Marin Web Designs**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Planning, design, branding and communication for MCE website enhancement and platform update as directed by MCE Communications Director.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$24,750**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **February 13, 2014**, and shall terminate on **March 31, 2014**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: Sarah Ritter, Administrative Associate

MCE 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: Marin Web Designs
ATTN: Floyd Mitchell
Address: 822 D Street, #6
San Rafael, CA 94901
Telephone No.: (415) 472-1756

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 Agreement on the date first above written.

APPROVED BY
Marin Clean Energy:

By: [Signature]
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: [Signature]

Name: Floyd C. Mitchell

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Planning, Design, Branding and Communication

The Contractor will work with MCE to plan the new website project. The planning phase includes a detailed creative discussion and from this discussion input and data gathered during these meetings the Contractor will work to produce a design brief. This design brief will include a color scheme, fonts, layouts, information architecture, designer user path to conversion, overall branding and communication through copy feel and tone.

A secondary component to the planning phase is overall project planning for 2014. During this phase the Contractor will also work with MCE to understand the Spanish language version of the website (Phase 2) as well as any other design and development needs that may arise. The Contractor will then create milestones and dates for deliverables of these defined objectives and assets.

This design brief will show the direction, look and feel that the Contractor plans to produce as a set of highly detailed visual comps for your review. Contractor will present up to 3 home page designs, of which one will be chosen, and up to 6 sets of revisions will be made to polish the final design.

These designs will incorporate a mix of custom tailored graphics, the MCE logo, photography provided by MCE (or stock photos) as well as copy-writing services to create a branded and cohesive experience for the new MCE website. The web design will reflect a high level of thought regarding how the site's files and content blocks will be viewed on desktops, laptops, tablets and mobile devices to create a custom experience for all visitors to the site.

Deliverables:

Project Management – Scheduling, allocation and assignment of resources (designers, server administrators, developers and staff for meetings).

Wire-frames and Information Architecture – The Contractor will work to define which content is migrating from the current site to the new site. From this, the Contractor will work with MCE to blend the content alongside the desired user path, color palette, fonts and overall home page elements to complete the design brief.

Design – The Contractor will produce three original and highly branded home page designs with up to six sets of revisions on the chosen design. All client feedback will be integrated into one final approved design.

Development – The Contractor will consult with MCE and vendors to plan the development details of the new website. This will include communication with Noble regarding the current form or a revised version and planning of secondary server space to develop the website in order to prevent any interruption to the current site. The Contractor will work with MCE staff to make any necessary adjustments to current vendor files, credentials or assets as MCE transition to the Contractor's platform. This may include speaking with or meeting with other web services vendors. The Contractor will also work to develop the new MCE site for the .org address creating a plan to migrate the site from previous version. The Contractor may also consult with MCE's IT team to ensure that mail flow is not interrupted during this transition.

Copy writing - Clear messaging on home page to match design elements and desired user path. The Contractor's copy writing team will work closely with MCE and the Contractor's internal design and development resources to make sure that the language of the new MCE website will keep a consistent tone while engaging MCE's audience with brand appropriate words.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

The cost of this project will be billed with two invoices, each in the amount of \$12,375. Invoices are due upon receipt. In no event will the maximum cost of services in Exhibit A exceed \$24,750.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MARIN WEB DESIGN**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Marin Web Design**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall develop, code and assist in the maintenance of the new MCE website on the Wordpress Platform.**

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MCE 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 MCE:

In no event will the cost to MCE 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, 2014**, and shall terminate on **March 31, 2015**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. 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 MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MCE 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 Agreement without prior written approval of the MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to

Contractor or to any other party. Contractor shall, at the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MCE.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

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

19. NOTICES

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

Contract Manager: Sarah Ritter, Administrative Associate

MCE 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:	Marin Web Design ATTN: Floyd Mitchell
Address:	822 D Street Suite #6
	San Rafael, CA 94901
Telephone No.:	(415) 472-1756

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 Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MCE Counsel: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES (required)

Marin Web Design will work with MCE to develop, code and put into action the format, organization and unique website brand design developed from the planning phase (First Agreement between Marin Clean Energy and Marin Web Design) to produce and deliver a fully functioning public facing website. The site's design will be translated into code and the Contractor will launch the new website after proofing and approval by MCE.

The Contractor will also work to consult, develop and deliver other requirements specifically related to the Wordpress platform of the MCE website. The contractor will assist in the development of new pages, custom graphics, new headlines or copy adjustment and general technological consulting as requested by MCE staff. Contractor will also provide training for MCE staff on the adding of content to the Wordpress platform.

The Contractor will provide the following final deliverables:

- New English version of mcecleanenergy.org Wordpress website.
- New Spanish language version of mcecleanenergy.org website.
- Coordination with Noble to code and integrate the MCE opt out form into the new English and Spanish versions for the website.
- Monthly maintenance plan beginning with the launch of the new MCE website. Contractor will employ dedicated staff to support the newly built mcecleanenergy.org website as well as its Spanish version.
 - Maintenance will include but is not limited to:
 - Executing updates to the Wordpress application and plugins
 - Provide on-going Wordpress training to the MCE staff
 - Work with other MCE vendors as requested by MCE to ensure that both the Spanish and English versions of the website are running optimally with the most current information as supplied by MCE

The Contractor understands that there may be periods of time throughout the duration of this agreement where MCE may not require updates to the website or training. Should this occur, the Contractor will work to increase the site's search engine optimization. With the approval of MCE staff, the Contractor may also enhance the finer details of the MCE website's pages when possible.

SCOPE OF SERVICE DETAILS

Wordpress Development Service:

Marin Web Design will develop and code the approved design on the Wordpress Platform.

Page Creation:

Marin Web Design will migrate up to 100 pages of existing content to the new design on the Wordpress platform and will manage HTML coding, hyperlinking text, image optimization and formatting pages to make content aesthetically pleasing. We will also code and develop up to 50 new pages of content that may be sent to us at any time during the term of this agreement.

PDF Migration and Linking:

Marin Web Design will migrate up to 50 pdfs to the new server and link them within the site.

Downloadable Content Development Service:

Marin Web Design will digitize up to 25 documents into a web page HTML code so that users can easily download content across platforms.

Image Slideshow Development:

Marin Web Design will create three slideshows which can consist of 5-7 rotating images and text. These slideshows can appear on the home page and two other pages.

Image Galleries:

Marin Web Design will create two image galleries that can display up to thirty-five images with a user interface that is easy for the viewer to swipe or click through across all major desktop, tablet and mobile devices.

Site Search Development:

Marin Web Design will create a search bar that allows users to sort through web content for a specific search. Marin Web Design will connect the search functionality to the content database, creating a Javascript auto suggest code that will automatically populate the search bar with the most popular search terms once the user types in just a few letters.

Social Medial Link Coding:

Marin Web Design will install buttons that link to MCE social media pages.

Third Party iFrame Embedding Service:

Marin Web Design will install and position any widgets, like a Google map of MCE Deep Green commercial customers, onto the website.

On Page Search Engine Optimization:

Marin Web Design will write custom Title Tags, Meta Descriptions and URLs for each page to target the exact keywords defined to increase targeted traffic.

Facebook Page Design Service:

Marin Web Design will utilize content and design from the MCE website to update MCE's Facebook fan page and create a look that matches the MCE brand, with a custom banner.

Twitter Profile Design Service:

Marin Web Design will utilize content and design from the MCE website to update MCE's Twitter profile with a customized background image and banner profile image.

Youtube Channel Design Service:

Marin Web Design will utilize content and design from the MCE website to update MCE's Youtube channel with custom graphics.

Secure Area Login:

Marin Web Design will create a secure area login for MCE staff to edit the site.

Credentials Management:

Marin Web Design will keep track of all accounts set up for MCE staff to edit the website and store it in a secure vault. This eliminates the potential for hackers.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Fees for professional services under this agreement will be billed monthly for all services rendered. In no event will the maximum cost of services in Exhibit A exceed \$50,000.



March 6, 2014

TO: Marin Clean Energy Board

FROM: Greg Morse, Business Analyst

RE: Budget Adjustment FY 2013/14 (Agenda Item #5)

ATTACHMENT: Proposed Budget Adjustment for Fiscal Year 2013-14

Dear Board Members:

SUMMARY:

On March 7, 2013, your Board approved the Fiscal Year 2013-14 Budget. Based on operational activity to-date and additional program needs, line items of the approved budget will need to be revised.

As detailed below, an adjustment is being proposed for specific line items, including adjustments that reflect actual electricity consumption that deviates slightly from the initial projections. An increase of \$1,350,000 is needed in the Cost of Energy line-item which will be off-set by a reduction in the Net Increase in Available Fund Balance line item. All other increases in the operating expense budget are completely offset by excesses in the Technical Consultants, Legal and Other Service budget line items. The attached Proposed Budget Adjustment to the Fiscal Year 2013-14 Budget reflects current information MCE has for actual expenses and revenues to date, and sets forth the following revisions:

- Costs of Energy: Increase of \$1,350,000 due to higher than anticipated electricity consumption and electricity costs. This increase is less than 2% of the cost of energy line item.
- Staffing: Increase of \$20,000 due to COLA increases, market competitive salary adjustments and recent additions to staff.
- Technical Consultants: Decrease of \$20,000 to reflect savings from the new contract with Pacific Energy Advisors that lower MCE's financial outlay.
- Legal Counsel: Decrease of \$10,000 from unused legal counsel funds.

- Other Services: Decrease of \$33,000 due to lower than expected needs in this fiscal year.
- General and Administration: Increase of \$43,000 to accommodate all non-service items not warranting their own line items in the budget including increased memberships, subscriptions, dues and office/workstation supplies that did not meet criteria for capitalization.

Recommendation: Approve Budget Adjustment for Fiscal Year 2013-14 Budget.

**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY ADJUSTMENT SCHEDULE
Fiscal Year 2013-14**

	<u>Budget</u>	<u>Proposed Amendments</u>	<u>Amended Budget</u>
REVENUE AND OTHER SOURCES:			
Revenue - Electricity (net of allowance)	\$ 86,865,000		\$ 86,865,000
Total sources	<u>86,865,000</u>	<u>-</u>	<u>86,865,000</u>
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Cost of energy	76,427,000	1,350,000	77,777,000
Staffing	1,537,000	20,000	1,557,000
Technical consultants	594,000	(20,000)	574,000
Legal counsel	260,000	(10,000)	250,000
Communications consultants and related expenses	750,000		750,000
Data manager	2,534,000		2,534,000
Service fees- PG&E	603,000		603,000
Other services	333,000	(33,000)	300,000
General and administration	297,000	43,000	340,000
Marin County green business program	15,000		15,000
Solar rebates	10,000		10,000
Total current expenditures	<u>83,360,000</u>	<u>1,350,000</u>	<u>84,710,000</u>
CAPITAL OUTLAY	20,000		20,000
DEBT SERVICE	1,195,000		1,195,000
INTERFUND TRANSFER TO:			
Local Renewable Energy Development Fund	51,536		51,536
Total expenditures	<u>84,626,536</u>	<u>1,350,000</u>	<u>85,976,536</u>
Net increase (decrease) in available fund balance	<u>\$ 2,238,464</u>	<u>\$ (1,350,000)</u>	<u>\$ 888,464</u>



March 6, 2014

TO: Marin Clean Energy Board

FROM: Greg Morse, Business Analyst

RE: Proposed Budget for Fiscal Year 2015 (Agenda Item #6)

ATTACHMENT: Att. A - Proposed Budget for Fiscal Year Ending March 31, 2015
Att. B - Supplemental Schedules

Dear Board Members:

SUMMARY:

Before the end of every fiscal year (FY), MCE's Board has the responsibility to set forth a budget for the upcoming FY. An initial FY2015 budget draft was reviewed and discussed in the January Executive Committee meeting. The attached budget reflects MCE's anticipated revenue and expenses for the 2015 fiscal year which will run from April 1st of 2014 until March 31st of 2015.

The attached Proposed Budget for Fiscal Year Ending March 31, 2015 sets forth the following line items:

- Revenue: The proposed FY 2015 budget reflects a rise in the unit cost of energy detailed in agenda item 7.
- Cost of Energy: MCE's per unit cost of energy will increase due to rising energy procurement costs.
- Personnel: The FY 2015 budget reflects modest increases in staffing costs, as MCE scales up to full implementation with the inclusion of additional human resources, regulatory, and administrative support.
- Technical Consultants: MCE's technical consultant costs will slightly decrease in FY 2015.
- Legal Counsel: MCE's legal needs are expected to increase to accommodate additional regulatory filings, legislative work, and strategic planning in FY 2015.
- Communications: The amount budgeted for communications in FY 2015 is equivalent to the adjusted FY 2014 communications budget.
- Data Manager: Data management costs will increase slightly in FY 2015 as MCE will have a full year with the Richmond customer base.

- PG&E Service Fees: PG&E service fees, which are primarily charged on a per customer basis, will increase in FY 2015 due to MCE'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 has been increased to accommodate the increase in the number of MCE staff.
- Capital Outlay: MCE anticipates no change in capital expenditures in the coming fiscal year.
- Debt Service: This line item reflects MCE's debt service expenses and is not expected to change in the coming fiscal year.

Recommendation: Approve Budget for Fiscal Year Ending March 31, 2015.

MARIN CLEAN ENERGY

OPERATING FUND

Proposed Budget

Fiscal Year 2014-15

	2013/14 Budget	2014/15 Budget	Increase (Decrease)
REVENUE AND OTHER SOURCES:			
Revenue - Electricity (net of allowance)	\$ 86,865,000	101,138,394	\$ 14,273,394
Total sources	<u>86,865,000</u>	<u>101,138,394</u>	<u>14,273,394</u>
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Cost of energy	76,427,000	88,410,551	11,983,551
Personnel	1,512,000	1,950,000	438,000
Technical consultants	594,000	560,000	(34,000)
Legal counsel	260,000	335,000	75,000
Communications consultants and related expenses	750,000	750,000	-
Data manager	2,534,000	2,670,000	136,000
Service fees- PG&E	603,000	670,000	67,000
Other services	333,000	300,000	(33,000)
General and administration	297,000	350,000	53,000
Marin County green business program	15,000	15,000	-
Solar rebates	10,000	25,000	15,000
Total current expenditures	<u>83,335,000</u>	<u>96,035,551</u>	<u>12,700,551</u>
CAPITAL OUTLAY	20,000	20,000	-
DEBT SERVICE	1,195,000	1,195,000	-
INTERFUND TRANSFER TO:			
Local Renewable Energy Development Fund	<u>51,536</u>	<u>109,994</u>	<u>58,458</u>
Total expenditures	<u>84,601,536</u>	<u>97,360,545</u>	<u>12,759,009</u>
Net increase (decrease) in available fund balance	<u>\$ 2,263,464</u>	<u>\$ 3,777,849</u>	<u>\$ 1,514,385</u>

MARIN CLEAN ENERGY

ENERGY EFFICIENCY PROGRAM FUND

Proposed Budget

Fiscal Year 2014-15

	<u>2013/14 Budget</u>	<u>2014/15 Budget</u>	<u>Increase (Decrease)</u>
REVENUE AND OTHER SOURCES:			
Public purpose energy efficiency program	\$ 2,100,000	\$ 1,505,702	(594,298)
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Public purpose energy efficiency program	<u>2,100,000</u>	<u>1,505,702</u>	<u>(594,298)</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

LOCAL DEVELOPMENT RENEWABLE ENERGY FUND

Proposed Budget

Fiscal Year 2014-15

	<u>2013/14 Budget</u>	<u>2014/15 Budget</u>	<u>Increase (Decrease)</u>
REVENUE AND OTHER SOURCES:			
Transfer from Operating Fund	\$ 51,536	\$ 109,994	58,458
EXPENDITURES AND OTHER USES:			
Capital Outlay	<u>51,536</u>	<u>109,994</u>	<u>58,458</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

MARIN CLEAN ENERGY

OPERATING FUND BUDGET SUPPLEMENTAL SCHEDULE Fiscal Year 2014-15

Other services

Audit	30,000
Accounting	120,000
Human resources & payroll fees	5,000
IT Consulting	40,000
Legislative consulting	40,000
Other professional fees	65,000
Total Other services	\$ 300,000

General and administration

Business meals	1,000
Conferences and professional education	5,000
Data and telephone service	27,000
Dues and subscriptions	40,000
Insurance	15,000
Office and meeting rentals	200,000
Office equipment lease	10,000
Travel	7,000
Office supplies and postage	30,000
Other administration	15,000
Total General and administration	\$ 350,000

MARIN CLEAN ENERGY **COMMUNICATIONS** **BUDGET DETAIL**

EXPENSE CATEGORY	<u>Current FY</u>	<u>Next FY</u>
Print & Mail (opt out notices, Deep Green and EE-related direct mail, late payment notices, opt out confirmation letters, PG&E cost comparisons, brochures)	330,000	250,000
Events & Sponsorships	60,000	70,000
Advertisements (print, television, electronic)	45,000	120,000
Consulting Contracts (graphic design, branding, messaging, website)	225,000	225,000
Website Hosting & Domain Names	20,000	20,000
Email marketing	1,000	1,000
Videos	27,000	27,000
Photography (stock and original)	10,000	16,000
Miscellaneous	5,000	5,000
Promotional Materials	15,000	15,000
TOTAL	<u>\$738,000</u>	<u>\$ 749,000</u>



REGULATORY UPDATE SUMMARY OF PROCEEDINGS

MCE BOARD MEETING – MARCH 6, 2014

CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

Cost Allocation and Procurement Affecting CCA

1) 2014 Long Term Procurement Plan (LTPP)R.13-12-010

<u>MCE's Interest:</u>	Involvement regarding the reflection of CCA in the LTPP.	
<u>Actions Taken:</u>	- Pre-OIR Workshop	December 18
	- Order Instituting Rulemaking Released	December 19
	- Ruling on Proposed Standardized Planning Assumptions	December 19
	- Comments and Party Alternative Proposals on Proposed Standardized Planning Assumptions	January 8
	- Reply Comments on Proposed Standardized Planning Assumptions	January 15
	- Comments on Preliminary Scoping Memo	February 3
<u>Next Steps:</u>	- ACR on Joint Assumptions, Scenarios and RPS Portfolios for 2014 LTPP and 2013-2015 TPP	[Q1 2014]
	- Prehearing Conference	February 25
	- Scoping Ruling	[April 2014]
	- IOUs file Bundled Procurement Plans	[Per Scoping Ruling]

2) PG&E 2014 General Rate Case – Phase 2A.13-04-012

<u>MCE's Interest:</u>	To address rate design and other issues applicable to CCA and MCE. Excludes residential rate design due to AB 327 implementation.	
<u>Actions Taken:</u>	- Intervenors Serve Testimony	December 13
<u>Next Steps:</u>	- Settlement Status Report	February 12
	- Settlement Status Report	March 12
	- All-party Rebuttal Testimony	[TBD, Late March]
	- Evidentiary Hearings	[TBD, Late April]
	- Opening Briefs	[TBD]
	- Reply Briefs	[TBD]
	- Request for Final Oral Argument and Submission	[TBD]

3) Petition for Rulemaking on Cost Allocation Issues P.12-12-010

<u>MCE's Interest:</u>	MCE has petitioned the CPUC to start a proceeding in which cost allocation, cross-subsidization and non-bypassable charge issues will be addressed.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	- Workshop to be scheduled

4) PG&E 2014 General Rate Case – Phase 1A.12-11-009, I.13-03-007

<u>MCE's Interest:</u>	To address cost functionalization and other issues applicable to CCA and MCE.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	<div> <div>- Proposed Decision Expected</div> <div>[CPUC Action Pending]</div> </div> <div> <div>- Request for Oral Argument</div> <div>10 days after PD</div> </div> <div> <div>- Decision</div> <div>[CPUC Action Pending]</div> </div>

5) EPIC Implementation ApplicationsA.12-11-001, et al.

<u>MCE's Interest:</u>	To insure that the program administrators (PG&E, SCE, and SDG&E) are applying these funds to programs in a competitively neutral fashion.
<u>Actions Taken:</u>	<div> <div>- SDG&E Petition to Modify D.13-11-025</div> <div>January 14</div> </div> <div> <div>- Responses to SDG&E Petition to Modify</div> <div>February 13</div> </div>
<u>Next Steps:</u>	<div> <div>- Second Triennial Investment Planning Cycle (2015-2017) to be initiated by IOU and CEC Applications</div> <div>[TBD, 2014]</div> </div>

6) 2012 Long Term Procurement Plan (LTPP)R.12-03-014

<u>MCE's Interest:</u>	Involvement regarding the cost allocation mechanism (CAM) and other matters.
<u>Actions Taken:</u>	<div> <div><u>Track 4 – San Onofre Nuclear Power (SONGS):</u></div> <div> <div>- IOU Motions to Strike MCE's Brief</div> <div>December 5</div> </div> <div> <div>- MCE Response to Motions to Strike MCE's Brief</div> <div>December 12</div> </div> <div> <div>- Reply Briefs</div> <div>December 16</div> </div> <div> <div>- Proposed Decision Issued</div> <div>February 11</div> </div> </div> <div> <div><u>Track 3 – Procurement Rules:</u></div> <div> <div>- Proposed Decision on Procurement Rules Issued</div> <div>January 28</div> </div> </div>
<u>Next Steps:</u>	<div> <div><u>Track 3 – Procurement Rules:</u></div> <div> <div>- Comments on Proposed Decision on Procurement</div> <div>February 17</div> </div> </div>

Rules	
- Reply Comments on Proposed Decision on Procurement Rules	February 24
- Procurement Rules Decision Expected on Commission Agenda	February 27
<u>Track 3 – Bundled Procurement:</u>	Timing Unclear
- Awaiting Scoping Memo and Schedule regarding Bundled Procurement	
<u>Track 4 – San Onofre Nuclear Power (SONGS):</u>	
- Comments on Proposed Decision	March 3
- Reply Comments on Proposed Decision	March 10

7) PG&E Economic Development Rate.....A.12-03-001

<u>MCE's Interest:</u>	This rate subsidy is intended to prevent companies from departing from California due to high energy costs; the rate is applied inequitably to CCA customers.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	<u>Advice Letter 4308-E</u> - Commission Disposition of PG&E Advice Letter 4308-E [CPUC Action Pending]	
	<u>TURN Application for Rehearing</u> - Commission Action on TURN Application for Rehearing and Motion to Stay [CPUC Action Pending]	

8) PG&E 2012 Rate Design WindowA.12-02-020

<u>MCE's Interest:</u>	MCE is monitoring for zero minimum bill item to be resolved	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Proposed Decision Expected	[CPUC Action Pending]

9) Green Tariffs (SDG&E SunRate and PG&E Green Option)A.12-01-008, A.12-04-020

<u>MCE's Interest:</u>	Ensure appropriate cost allocation of SDG&E's "SunRate" and PG&E's "Green Option Tariff."	
<u>Actions Taken:</u>	<ul style="list-style-type: none"> - PG&E and SDG&E Revised Testimony - ORA and Intervenor Reply Comments - SCE to file parallel Green Tariff Application - Intervenor Testimony - Interstate Renewable Energy Council, Inc., Vote - Solar Initiative & MCE Joint Motion to Consolidate - Rebuttal Testimony - Evidentiary Hearings 	<ul style="list-style-type: none"> December 6 December 20 January 10 January 10 January 17 January 20 January 28-30 & February 4-5
<u>Next Steps:</u>	<ul style="list-style-type: none"> - Commission Response to Motion to Consolidate - PG&E Exhibit Distributed - "Reply Comments Due" - "Opening Comments Due" - "Reply Comments Due" 	<ul style="list-style-type: none"> [TBD] February 21 March 14 March 21 April 4

Rulemakings on Standards**10) Joint Reliability Plan.....R.14-02-001**

<u>MCE's Interest:</u>	Ensure that resource adequacy requirements, the joint reliability planning assessment, and new rules and policy adequately incorporate CCA interests.	
<u>Actions Taken</u>	-	
<u>Next Steps:</u>	<u>Track 1</u> (Multi-Year Resource Adequacy) <ul style="list-style-type: none"> - Comments due on Preliminary Scoping Memo - Pre-Hearing Conference - Assigned Commissioner's Ruling and Scoping Memo - Workshop on Track 1 and Track 3 Issues - Comments on Workshop <u>Track 2</u> (Long-Term Reliability Planning Assessment) <ul style="list-style-type: none"> - Staff proposal on methodology, assumptions, and rules for joint reliability planning assessments - Workshop - Comments and Replies - ACR or Commission Decisions on confidentiality, data collection, publication, methodology, assumptions, impact of assessment on ongoing CPUC proceedings, or other issues (as needed). - First assessment published. <u>Track 3</u> (Commission Policy Decisions on CAISO	<ul style="list-style-type: none"> February 20 Early March April April-May May July September Sept. – Oct. Nov. – Dec. Early 2015

Proposal for Replacement to CPM)	
- CAISO Issues First Draft Straw Proposal	March
- Workshop on CAISO Proposal	June
- Proposed Decision on issues re: CAISO backstop procurement mechanism	August
- Decision on issues re: CAISO backstop procurement mechanism	September

11) Electric Vehicle Rulemaking.....R.13-11-007

<u>MCE's Interest:</u>	Determine the role of CCAs in providing EV rates and services and evaluating the benefits and costs of EVs.	
<u>Actions Taken</u>	- VGI and Financing Workshop 1: Energy Division White Paper (Comments/ Replies Deadlines to be Determined)	December 4
	- Comments on OIR	December 13
	- Reply Comments	December 20
	- Commission Ruling on Next Steps Anticipated	February 5
	- Protest to Advice Letters 2993-E, 4343-E and 2566-E	February 10
<u>Next Steps:</u>	- Pre-Hearing Conference	February 26

12) General Rate Case Rulemaking.....R.13-11-006

<u>MCE's Interest:</u>	MCE will be involved to help determine the processes for General Rate Case filings.	
<u>Actions Taken</u>	- Opening Comments	January 15
	- Reply Comments	January 30
<u>Next Steps:</u>	- Commission Scoping Ruling Anticipated	[TBD]

13) Demand Response RulemakingR.13-09-011

<u>MCE's Interest:</u>	MCE will be participating in demand response policy discussions and will advocate for an analysis of proper cost allocation for demand response programs and projects.	
<u>Actions Taken:</u>	<u>Phase 1: Bridge Funding</u>	
	- Proposed Decision Expected (on one year v. two year bridge funding)	December 9
	- Decision Approving Two-Year Bridge Funding for Demand Response Programs	January 16

<u>Phase 2: Foundational Questions</u>		
- Responses to Phase 2 Foundational Questions		December 13
- Replies to Responses to Phase 2 Foundational Questions		December 31
- Notice of Change of Name of Party Marin Clean Energy		December 31
- Ruling Issued Asking for Recommended Program Improvements		January 31
<u>Next Steps:</u>	<u>Phase 1: Bridge Funding</u>	
	- Responses to Ruling re: Recommended Program Improvements, including questions	March 3
	- Demand Response Program Proposals	March 3
	- Replies to Program Improvement Proposals	March 13
	- Anticipated date for issuance of Proposed Decision on Recommended Program Improvements	April 15
	<u>Phase 2: Foundational Questions</u>	
	- First Proposed Decision Expected for Foundational Issues (Bifurcation)	February 11
	- Ruling Issued providing guidance for Testimony and Hearings on Additional Issues	March 14
	- Testimony Due	April 15
	- Rebuttal Testimony Due	April 30
	- Evidentiary Hearings	May 13-15
	- Opening Briefs	June 15
	- Reply Briefs	June 30
	<u>PG&E Advice Letter 4306-E</u>	
	- Commission Disposition of Joint Utility Automated Demand Response Program Design Proposal	[CPUC Action Pending]

14) Distributed Generation Rulemaking.....R.12-11-005

<u>MCE's Interest:</u>	MCE will be participating to evaluate changes to the California Solar Initiative (CSI), the Self-Generation Incentive Program (SGIP) and other Distributed Generation (DG) issues.	
<u>Actions Taken:</u>	<u>Net Energy Metering (NEM) Transition Period</u>	
	- Assigned Commissioner Ruling re: NEM Transition Period	November 27
	- Comments on ACR	December 6
	- Reply Comments on ACR	December 16
	<u>PG&E Advice Letter 4322-E (regarding NEM Surplus Compensation)</u>	
	- Advice Letter 4322-E Filed	November 26
	- Protest to Advice Letter 4322-E	December 16
	<u>PG&E Advice Letter 4305-E (regarding NEM</u>	

	<u>Aggregation)</u> - PG&E Filed Amendment to 4305-E	January 16
<u>Next Steps:</u>	<u>CSI Thermal Program</u> - ACR Establishing CSI Thermal Program E&M Plan <u>Energy Storage Systems Paired with NEM</u> - Awaiting Proposed Decision <u>PG&E Advice Letter 4305-E (regarding NEM</u> <u>Aggregation)</u> - Awaiting Commission Action on Amendment	February 4 [CPUC Action Pending] [CPUC Action Pending]

15) Residential Rate Rulemaking.....R.12-06-013

<u>MCE's Interest:</u>	MCE will be participating to ensure that residential rate design elements facilitate customer choice.	
<u>Actions Taken:</u>	<u>Phase 2 – Interim Residential Rate Changes</u> - Protests filed - Replies filed - Motions for Evidentiary Hearings - Prehearing Conference <u>Phases 1 & 2 – Residential Rate Changes Due to AB 327</u> - Phase 1 & 2 Amended Scoping Memo - Phase 1 & 2 Second Amended Scoping Memo <u>Phase 2 – Interim Residential Rate Changes</u> - Simplified Rate Design Proposals - Supplemental Utility Testimony	December 23 January 3 January 7 January 8 January 6 January 24 January 28 January 28
<u>Next Steps:</u>	<u>Phase 1 – Optimal Residential Rate Designs</u> - ACR Requiring Utilities to Submit Phase 1 Rate Change Proposals - Utility's Inventory of Residential Rate Issue Served - Supplemental Filing Containing Phase 1 Rate Change Proposal filed and Answers to Questions 1-26 and related utility testimony served - PHC Statement filed - Pre-Hearing Conference - Answers to Questions 27-39 and any related testimony - Phase 1 Scoping Memo - Supplemental Utility Testimony - Intervenor Testimony - Rebuttal Testimony - Evidentiary Hearings - Opening Briefs - Reply Briefs - Expected Proposed Decision	February 13 February 14 February 28 March 10 March 14 March 21 March 31 April 11 May 16 May 30 June/July August 15 August 29 October 21

<u>Phase 2 – Interim Residential Rate Changes</u>	
- Intervenor Testimony	February 28
- Rebuttal Testimony	March 7
- Evidentiary Hearings	March 17-19
- Opening Briefs	March 31
- Reply Briefs	April 9
- Proposed Decision	May 9

16) Resource Adequacy.....R.11-10-023

<u>MCE's Interest:</u>	Track revisions to resource adequacy rules as they apply to CCA.	
<u>Actions Taken:</u>	<u>Capacity Market – CPUC/CAISO Joint Action</u> - Order Instituting Rulemaking on Multi-Year RA Framework January 27 <u>Track 3 (Flexible and Local Capacity Requirements)</u> - Energy Division proposal on Refinements to RA January 16 - Workshop(s) on Energy Division Proposals January 27 - Local Capacity Requirement (LCR) Base Cases submitted to CAISO by PTO January* - Energy Division Staff Report on Implementation of the FC Framework February 10 - Comments on December and January Workshops and Energy Division Proposals February 18 - Comments on Energy Division Staff Report February 24	
<u>Next Steps:</u>	<u>Track 3 (Flexible and Local Capacity Requirements)</u> - Reply Comments on December and January Workshops and Energy Division Proposals March 3 - CAISO publishes draft LCR report March 2014* - CAISO publishes final Flexible Capacity Requirement (FCR) report April 1* - Comments on Final FCR Report April 15 - Reply Comments on Final FCR Report April 22 - CAISO publishes draft LCR Report April* - CAISO publishes final LCR report May 1* - Comments on Final LCR Report May 8 - Reply Comments on Final LCR Report May 15 - Proposed Decision on Track 3LCR/FCR May 2014 - Final Decision on Track 3 LCR/FCR June 2014 * Subject to change by CAISO	

17) Renewables Portfolio Standard (RPS)R.11-05-005

<u>MCE's Interest:</u>	Ensure appropriate implementation of RPS for purposes of CCA procurement.	
<u>Actions Taken:</u>		
<u>Next Steps:</u>	<u>Procurement Expenditure Limitations</u> - Revised Staff Proposal and Post-Workshop Ruling February 14 - New, Revised, or Updated Alternate Proposals February 14 - Comments on all Proposals March 14 - Reply Comments on all Proposals March 28 <u>RPS Compliance and Enforcement</u> - Awaiting next steps on compliance and enforcement <u>RPS Confidentiality</u> - Awaiting next steps on RPS Confidentiality	

18) Energy StorageR.10-12-007

<u>MCE's Interest:</u>	This Phase 2 would “develop the costs and benefits for [energy storage systems] and establish how they should be allocated.”	
<u>Actions Taken:</u>	- Commission closed instant proceeding. December - IOUs file Tier 3 Advice Letter with Proposed Energy [TBD, January] Storage Auction Protocol	
<u>Next Steps:</u>	- Subsequent Energy Storage Rulemaking expected. [TBD] - Commission consideration of Advice Letter Q2 2014 - First Energy Storage Auction June 30 - IOUs present results of Storage Auction to PRG and Q3-4 2014 request approval of winning contracts - Workshop evaluating data from first energy storage Q4 2014 auction - IOUs file Tier 3 Advice Letter with Proposed Second Q3 2015 Energy Storage Auction Protocol - Commission consideration of Advice Letter Q1 2016 - IOUs hold second energy storage auction June 30, 2016	

Greenhouse Gas Proceedings and Cap and Trade**19) Cap and Trade 2014 Outreach ApplicationA.13-08-026, *et al.***

<u>MCE's Interest:</u>	Ensure fair outreach for CCA customers regarding Cap and Trade.	
<u>Actions Taken:</u>	<u>Phase 1: Authority to Rename “Climate Dividend”</u> - Proposed Decision Released December 13 - Comments on Proposed Decision January 2	

	<ul style="list-style-type: none"> - Reply Comments on Proposed Decision - Final Decision Authorizing Rename to “California Climate Credit” - Energy Division Letter Noticing Name Change 	<p>January 7</p> <p>January 16</p> <p>January 29</p>
	<u>Phase 1: Determine whether IOUs or Third Party should be responsible for Outreach and Education</u> <ul style="list-style-type: none"> - Opening Briefs - Reply Briefs 	<p>December 6</p> <p>December 17</p>
<u>Next Steps:</u>	<u>Phase 1: Determine whether IOUs or Third Party should be responsible for Outreach and Education</u> <ul style="list-style-type: none"> - Proposed Decision <u>Phase 2: Evaluate Proposed O&E Plans or set Third Party Plan</u> <ul style="list-style-type: none"> - Awaiting Second Scoping Ruling 	<p>[Early 2014]</p> <p>[CPUC Action Pending]</p>

20) Cap and Trade Cost and Revenue AllocationA.13-08-002, et al.

<u>MCE’s Interest:</u>	Ensure fair allocation of costs and revenues to MCE customers for 2014.	
<u>Actions Taken:</u>	<u>Phase 1: Existing Methodology Implementation</u> <ul style="list-style-type: none"> - Comments on Proposed Decision - Reply Comments on Proposed Decision - Decision Approved <u>Phase 2: New Methodologies</u> <ul style="list-style-type: none"> - PHC Statement - Prehearing Conference 	<p>December 9</p> <p>December 16</p> <p>December 19</p> <p>January 10</p> <p>January 14</p>
<u>Next Steps:</u>	<u>Phase 2: New Methodologies</u> <ul style="list-style-type: none"> - Scoping Memo to be Issued - Joint Utility Proposal to be Issued - All-Day Workshop - Revised Utility Proposal Issued - Motions for Evidentiary Hearings Filed - Concurrent Opening Briefs (including Comments on the Revised Utility Proposal) - Concurrent Reply Briefs (including Comments on the Revised Utility Proposal) - Proposed Decision Expected 	<p>February 19</p> <p>March 25</p> <p>April 8</p> <p>April 29</p> <p>May 6</p> <p>May 13</p> <p>May 20</p> <p>July 2014</p>

21) GHG Costs (AB 32 Implementation) R.11-03-012

<u>MCE's Interest:</u>	MCE will monitor this new Commission rulemaking which will address potential utility cost and revenue issues associated with greenhouse gas (GHG) emissions.	
<u>Actions Taken:</u>	<u>Track 1: Allocation of Cap-and-Trade (C&T) Allowance Revenues and Costs</u> - Energy Division Letter Noticing Inclusion of C&T Revenues and Costs Effective April 2014 January 28 <u>Track 2: Low Carbon Fuel Standard (LCFS) Credit Revenue Allocation</u> - Comments on Authority to Sell LCFS Credits December 18 - Reply Comments on Authority to Sell LCFS Credits January 6 - Revised LCFS Proposals January 8 - Opening Comments on Revised LCFS Proposals January 22 - Reply Comments on Revised LCFS Proposals January 29	
<u>Next Steps:</u>	<u>Track 2: Low Carbon Fuel Standard (LCFS) Credit Revenue Allocation</u> - Proposed Decision on LCFS Q2 2014	

Energy Efficiency**22) Water Energy Nexus..... R.13-12-011**

<u>MCE's Interest:</u>	Monitor any forthcoming policy and ensure that CCA interests are included in possible partnership framework between IOUs and water sector	
<u>Actions Taken</u>	- Commission Issues Rulemaking December 30 - Prehearing Conference February 11	
<u>Next Steps:</u>	- Await Scoping Memo	

23) Energy Efficiency Rulemaking R.13-11-005

<u>MCE's Interest:</u>	Address EE program issues as they arise, including questions around the rolling portfolio cycle.	
<u>Actions Taken</u>	<u>Phase 1: Extension of Current Portfolios</u> - Notice of Prehearing Conference Issued December 6 - Prehearing Conference Statement December 11 - Scoping Memo January 22	
<u>Next Steps:</u>	<u>Phase 1: Extension of Current Portfolios*</u> - ACR on Goals and Potentials February 3	

- Workshop re: Administrator Filings	Week of 2/17
- Administrators File for 2015 Funding	March 3
- Comments on Administrator Filings	March 14
- Reply Comments on Administrator Filings	March 21
- Proposed Decision Expected on 2015 Portfolio Funding	April 14
- Expected Commission Decision on 2015 Portfolio Funding	May 15
* this schedule has been adjusted but no ruling has yet been put forth	
<u>Phase 2: 2016 and Beyond</u>	
- Awaiting Next Steps	

24) Applications for 2013-2014 Energy Efficiency ProgramsA.12-07-001, et al.

<u>MCE's Interest:</u>	This proceeding is the venue for MCE's application for energy efficiency funds pursuant to §381.1(a) for the 2013-14 funding cycle.	
<u>Actions Taken:</u>	<u>Advice Letter 4319-E (PG&E) re: On-Bill Financing</u>	
	- Protest Due	December 9
	<u>Advice Letter 4581 et al. (Joint IOUs) re: On-Bill Financing</u>	
	- Protest Due	January 8
	<u>Advice Letter 4347-E (PG&E) re: MCE's On-Bill Financing Program</u>	
	- Advice Letter Issued	January 29
<u>Next Steps:</u>	<u>Advice Letter 4347-E (PG&E) re: MCE's On-Bill Financing Program</u>	
	- Protest Due	February 18
	- Effective Date of Advice Letter	February 28

25) Energy Efficiency and EM&VR.09-11-014

<u>MCE's Interest:</u>	Address EE program issues as they arise; EE Funds for CCAs	
<u>Actions Taken</u>	<u>CCA Energy Efficiency – 2015 and Beyond</u>	
	- Alternate Proposed Decision Released	December 13
	- Comments on Alternate Proposed Decision	January 2
	- Reply Comments on Alternate Proposed Decision	January 7
	- Final Decision on CCA EE	January 16
<u>Next Steps:</u>	- Proceeding is Closed	

Data and Smart Grid Proceedings**26) Customer Data Access Proceeding.....A.12-03-002, et al.**

<u>MCE's Interest:</u>	Ensure fair access of CCAs to data, including data backhaul mechanisms.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	- Next steps regarding D.13-09-025

27) Smart Grid Privacy Policies.....R.08-12-009

<u>MCE's Interest:</u>	Determination of what privacy and security rules for energy usage data should be applicable to CCAs.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	<p><u>Phase 2 – CCA and Privacy:</u></p> <ul style="list-style-type: none"> - Awaiting Next Steps on MCE Petition for Modification <p><u>Phase 3 – Energy Data Center:</u></p> <ul style="list-style-type: none"> - Proposed Decision Anticipated [TBD] - Commission Decision Anticipated [TBD]

CALIFORNIA AIR RESOURCES BOARD (CARB)**28) AB 32 Scoping Plan Update**

<u>MCE's Interest:</u>	Include CCAs as an effective local government strategy to fulfill AB 32 GHG emissions goals.
<u>Actions Taken:</u>	<ul style="list-style-type: none"> - CARB Board Meeting with Stakeholder Feedback and Public Comment - Release Draft Proposed Plan & Environmental Analysis - Draft Proposed First Update <div>December Late January February 10</div>
<u>Next Steps:</u>	<ul style="list-style-type: none"> - Board Update - Board Hearing to Consider Final Plan Update <div>February 20 Spring 2014</div>

CALIFORNIA ENERGY COMMISSION (CEC)**29) 2013 Integrated Energy Policy Report (IEPR) 13-IEP-1D**

<u>MCE's Interest:</u>	Participate in the CEC's load and energy planning process resulting in the Integrated Energy Policy Report (IPER).
<u>Actions Taken:</u>	- Business Meeting Adoption of 2013 IEPR January 23

<u>Next Steps:</u>	- Collaborate with CEC to include MCE in other filings
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CALIFORNIA INDEPENDENT SYSTEM OPERATOR (CAISO)

30) Voluntary Preferred Resource Auction

<u>MCE's Interest:</u>	MCE to participate in development of voluntary preferred resource (VPR) capacity auction to advance state preferred resource policy goals.	
<u>Actions Taken:</u>	- New Stakeholder Initiative	November 25
	- Issue Paper and Straw Proposal to be Posted	December 6
	- Stakeholder Meeting	December 13
	- Stakeholder Comments	December 27
<u>Next Steps:</u>	- Proceeding has been postponed	

31) Flexible Resource Adequacy Criteria and Must-Offer Obligation (FRAC-MOO)

<u>MCE's Interest:</u>	Track revisions to flexible capacity rules as they apply to CCA.	
<u>Actions Taken:</u>	- Comments on 5 th Revised Straw Proposal	January 31
	- Draft Final Proposal Posted	February 7
	- Stakeholder Phone Call	February 12
<u>Next Steps:</u>	- Stakeholder Comments due on Draft Final Proposal	February 21
	- Board Decision	March 19

32) Multi-year Forward Framework

Joint Reliability Framework proceedings are ongoing both at the CPUC and CAISO. *See* R.14-02-001.

33) Load Granularity

<u>MCE's Interest:</u>	MCE to evaluate the impact of the proposal to disaggregate load by nodes as proposed by CAISO.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- FERC Proceeding Launches: ISO will make a filing reflecting that ISO preliminary analysis does not show enough benefits to justify the costs of disaggregating the existing default load aggregation points	Q1 2014

34) Energy Imbalance Market

<u>MCE's Interest:</u>	MCE to evaluate the impact of CAISO's proposed Energy Imbalance Market Revised Governance Proposal and Draft Charter	
<u>Actions Taken:</u>	- ISO Board Approval of Committee and Charter	December 18
<u>Next Steps:</u>	-	