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Town of Tiburon

1 (888) 632-3674
mceCleanEnergy.org
781 Lincoln Ave., #320
San Rafael, CA 94901

**Marin Clean Energy
Board of Directors Meeting
Thursday, March 5, 2015
7:00 P.M.**

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

Agenda Page 1 of 2

1. Swearing In of New Board Member
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 2.5.15 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 First Amendment to Lease Agreement with 700 Fifth Avenue, LLC
 - C.4 Seventh Agreement with Maher Accountancy
 - C.5 Fourth Agreement with Jay Marshall
 - C.6 Third Agreement with Braun Blaising McLaughlin & Smith
 - C.7 Fifth Agreement with Niemela Pappas & Associates (formerly Lehman, Levi, Pappas & Sadler)
 - C.8 Sixth Agreement with Richards Watson & Gershon
 - C.9 Third Agreement with Troutman Sanders
 - C.10 Sixth Agreement with Green Ideals
 - C.11 Second Amendment to Power Purchase Agreement with Cottonwood Solar, LLC



Agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive, San Rafael, CA 94903. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at djackson@mceCleanEnergy.org not less than **four work days** in advance of the event.



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Agenda Page 2 of 2

- C.12 Second Amended and Restated Attorney-Client Fee Agreement with Morris Polich & Purdy LLP
- C.13 First Agreement with North Bay Office Furniture LLC
- 6. Monthly Budget Report (Discussion)
- 7. MCE Rates for FY 2015/2016 (Discussion/Action)
- 8. MCE Board Committee Membership (Discussion/Action)
- 9. Power Purchase Agreement with Stion Corporation (Discussion/Action)
- 10. New MCE Staff Positions (Discussion/Action)
- 11. MCE New Board Meeting Time and Location (Discussion/Action)
- 12. Energy Efficiency Update (Discussion)
- 13. Regulatory and Legislative Update (Discussion)
- 14. Board Member & Staff Matters (Discussion)
- 15. Adjourn



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March 5, 2015

TO: Marin Clean Energy Board

FROM: Emily Goodwin, Director of Internal Operations

RE: First Agreement with North Bay Office Furniture LLC (Agenda Item #05 – C.13)

ATTACHMENT: First Agreement with North Bay Office Furniture LLC

Dear Board Members:

SUMMARY:

MCE is in the process of moving its headquarters to a new building and will be moving the regular Board meetings to the new location in the near future as well. MCE will be reusing furniture from its current location for two conference rooms and for most staff work stations. However, to accommodate all working and meeting space needs of staff, Board members and the public, some furnishing will need to be purchased for the new MCE Board room space and for one open area where cubicles will be used. In addition, there are some desks that are needed for the new office space to complement the many re-purposed desks that MCE will be retaining from prior use.

To meet these identified needs MCE solicited and evaluated bids from multiple vendors who offer office furnishings that meet MCE's specified needs. North Bay Office Furniture LLC (NBOF) provided the most cost-effective solution to MCE and offered products and materials that conformed with MCE's needs. NBOF is a local business and provides cost-competitive, high quality products.

MCE is requesting Board approval for the proposed agreement with North Bay Office Furniture LLC. to order and install: 1) MCE Board Room tables, chairs for the Board members, and chairs for the public, and 2) five office cubicles for MCE staff located in the open area of the second floor at the new office located at 700 Fifth Avenue in San Rafael, CA. All costs of this Agreement are within the current Board approved budget.

Recommendation: Approve the First Agreement with North Bay Office Furniture LLC.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND NORTH BAY OFFICE FURNITURE LLC**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **March 5, 2015** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and NORTH BAY OFFICE FURNITURE LLC, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: ordering and installation of MCE Board Room furniture and cubicles;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$31,086**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 5, 2015**, 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.

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 MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from 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 Estes-Smith
<hr/>	
MCE Address:	700 Fifth Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	invoices@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6028
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor: Robert Ramirez
 Address: 205 Fifth Street, Suite J
 Santa Rosa, CA 95401
 Email Address: robert@northbayofficefurniture.com
 Telephone No.: (707) 888-1857

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	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/>	Proposals	

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

APPROVED BY

Marin Clean Energy:

By: _____
 CEO
 Date: _____

By: _____
 Chairperson
 Date: _____

CONTRACTOR:

By: _____
 Name: _____
 Date: _____

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 order and install the following MCE Board Room furniture and cubicles as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

Board Room

22 Side Chairs	\$5,918.00
20 Board Chairs	\$5,900.00
Installation – Chairs	\$280.00
Tables	\$5,600
Installation – Tables	\$350.00
<i>Total</i>	<i>\$19,717.44</i>

Cubicles

(4) 8'x6' cubes	
(1) 12'6' manager station	\$7,448.00
Installation	\$2,958.00
<i>Total</i>	<i>\$11,368.56</i>

Grand Total **\$31,086.00**

EXHIBIT B
FEES AND PAYMENT SCHEDULE

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

Deposit due upon execution of this agreement	\$23,314.50
Balance due upon completion of installation (net 10 days)	\$7,771.50

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$31,086** for the term of the agreement.

**EXHIBIT C
INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: North Bay Office Furniture LLC

CONTRACT TITLE: First Agreement By and Between Marin Clean Energy and North Bay Office Furniture LLC

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 type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

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

Professional Liability – not applicable for limited scope of services.
General Liability, Automobile Liability, Worker's Compensation – required for CPI (installation crew). Contractor to
Provide CPI insurance forms to MCE.

Contract Manager Signature: _____

Date: _____

Telephone: _____

Approved by: _____

Date: _____

EXHIBIT D
PROPOSALS

North Bay Office Furniture LLC.
205 5th Street, Suite J
Santa Rosa, CA 95401

Date: 3/2/2015

Proposal #24417

(707) 888-1857
Robert Ramirez

Customer:
Marin Clean Energy
700 5th Street
San Rafael, CA

Qty	Model	Description	Sell	Sell
			Unit Price	Extended Price
1	Cubicles	Friant "System 2" panel system. (4) 8'x6' cubes, (1) 12'x6' manager station 53"H panels with glass at top section, 14"H Surfaces, electrical included (1) BBF pedestal included / station Fabric: Passages "Wing" #PF601-3 Panel Trim: #LG Lite Grey Panel Base: #MT Medium Tone Laminate: #M1 Lite Maple Laminate Edge: #LG Lite Grey		\$7,448.00
1	Installation	Freight & Installation, cubicles Regular Business hour: M-F, 8am-5pm Weekends are additional.		\$2,958.00
			Sub Total:	\$10,406.00
			Sales Tax 9.25%	\$962.56
			Total:	\$11,368.56

EXHIBIT D
PROPOSALS

North Bay Office Furniture LLC.
205 5th Street, Suite J
Santa Rosa, CA 95401

Date: 3/2/2015

Proposal #24418

(707) 888-1857
Robert Ramirez

Customer:
Marin Clean Energy
700 5th Street
San Rafael, CA

Board Room, tables & chairs

Qty	Model	Description	Sell	Sell
			Unit Price	Extended Price
22	Side Chair	Hon "Nucleus" with arms & casters back and base: Black Seat Fabric: Black Vinyl	\$269.00	\$5,918.00
20	Board Chair	Friant "Madison" mid back chair Leather : BLACK Base: Aluminum	\$295.00	\$5,900.00
1	Freight	Freight included.		nc
1	Installation	Installation, (44) chairs		\$280.00
10	Tables	Hon "Huddle" flip-top table with metal base. Size: 60"Wide x 30"Deep Laminate top: TBD _____ Base: Black metal	\$560.00	\$5,600.00
1	Installation	Installation, (1) tables		\$350.00

Sub Total: \$18,048.00
Sales Tax 9.25% \$1,669.44

Total: \$19,717.44

RESOLUTION NO. 2015-02

**RESOLUTION OF MARIN CLEAN ENERGY
ESTABLISHING THE DATE, TIME, AND LOCATION OF ITS MEETINGS**

WHEREAS, Marin Clean Energy ("MCE") is a joint powers authority established on December 19, 2008, and organized under the laws of the State of California; and

WHEREAS, MCE includes the following California communities: the County of Marin, the City of Belvedere, the City of Benicia, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of Richmond, the Town of Ross, and the Town of Tiburon; and

WHEREAS, the Brown Act at Government Code Section 54954(a) requires the legislative body of a local agency to "provide by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings"; and

WHEREAS, the Operating Rules and Regulations of MCE state in Article V, Section 1 that the "Board by resolution shall establish the date, time and meeting location of all regular meetings of the Board"; and

WHEREAS, in Resolution 2011-02, MCE established that regular meetings of the Board of Directors of MCE be held at the San Rafael Corporate Center, Tamalpais Room, 750 Lindero Street, San Rafael, California 94901, or as otherwise designated in the meeting agenda; and

WHEREAS, MCE desires to change the regular time and location of the Board of Directors meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Marin Clean Energy that the regular meetings of the Board of Directors of MCE shall be held on the third Thursday of each month beginning at 7:00 p.m. at the MCE Offices, Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901.

PASSED AND ADOPTED at a regular meeting of Marin Clean Energy Board on this 5th day of March, 2015, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
City of Benicia				
Town of Corte Madera				
City of El Cerrito				
Town of Fairfax				
City of Larkspur				
County of Marin				
City of Mill Valley				
County of Napa				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
Town of Tiburon				

CHAIR, MARIN CLEAN ENERGY BOARD

Attest:

SECRETARY, MARIN CLEAN ENERGY BOARD