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County of Marin

Tom Butt, Vice Chair  
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Bob McCaskill  
City of Belvedere

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Kevin Haroff  
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Sashi McEntee  
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Town of Ross

Ford Greene  
Town of San Anselmo

Genoveva Calloway  
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Emmett O'Donnell  
Town of Tiburon

Bob Simmons  
City of Walnut Creek

1125 Tamalpais Avenue  
San Rafael, CA 94901

1 (888) 637-3674

**Executive Committee Meeting**  
**Wednesday, August 3, 2016**  
**10:00 A.M.**

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

**Agenda Page 1 of 1**

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Staff (Discussion)
4. Consent Calendar (Discussion/Action)
  - C.1 Approval of 6.1.16 Meeting Minutes
  - C.2 Monthly Budget Update
  - C.3 1<sup>st</sup> Addendum to 4<sup>th</sup> Agreement with Troutman Sanders
  - C.4 2<sup>nd</sup> Agreement with Rising Sun Energy Center
5. Records Retention Policy (Discussion/Action)
6. Regulatory and Legislative Update (Discussion)
7. FY 2015/16 Financial Statement Presentation (Discussion)
8. Review Draft 8.18.16 Board Agenda (Discussion)
9. Committee Member & Staff Matters (Discussion)
10. Adjourn



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

**MCE  
EXECUTIVE COMMITTEE MEETING  
Wednesday, June 1, 2016  
10:00 A.M.**

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

**Roll Call**

**Present:**

Sloan Bailey, Town of Corte Madera  
Tom Butt, City of Richmond  
Ford Greene, Town of San Anselmo  
Kevin Haroff, City of Larkspur  
Bob McCaskill, City of Belvedere  
Kate Sears, County of Marin

**Absent:**

Denise Athas, City of Novato

**Staff:**

Greg Brehm, Director of Power Resources  
Sarah Estes-Smith, Director of Internal Operations  
David McNeil, Finance and Project Manager

**Action Taken:**

**Agenda Item #4 – Approval of 5.4.16 Meeting Minutes (Discussion/Action)**

**M/s Sears/McCaskill (passed 6-0) the approval of 5.4.16 Meeting Minutes. Director Athas was absent.**

**Agenda Item #5 – MCE Strategic Plan (Discussion/Action)**

**M/s Sears/Greene (passed 6-0) approved the MCE Strategic Plan. Director Athas was absent.**

**Agenda Item #6 – MCE Finance Update (Discussion)**

**No action was required on this item.**

**Agenda Item #7 – Proposed Ratesetting and Proposed Budget Adjustments (Discussion/Action)**

**M/s Sears/Haroff (passed 6-0) approved Proposed Ratesetting and Proposed Budget Adjustments. Director Athas was absent.**

**Agenda Item #8 – Review Draft 6.16.16 Board Agenda (Discussion)**

No action was required on this item.

The meeting was adjourned to the next Executive Committee Meeting on July 6, 2016.

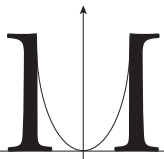
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Tom Butt, Executive Committee Chair

ATTEST:

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Dawn Weisz, Chief Executive Officer



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended June 30, 2016, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of MCE.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user's conclusions about the Authority's results of operations. Accordingly, this special purpose budgetary comparison statement is not designed for those who are not informed about such matters.

The supplementary information contained on page 4 is presented for purposes of additional analysis. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
July 26, 2016



**MARIN CLEAN ENERGY**  
**OPERATING FUND**  
**BUDGETARY COMPARISON SCHEDULE**  
 April 1, 2016 through June 30, 2016

	Actual - from April 1 through June 30		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Actual/Budget %	Annual Budget (Amended)	Budget Remaining
	2015/16	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17
<b>ENERGY REVENUE</b>							
Revenue - Electricity (net of allowance)	\$ 33,590,450	\$ 37,739,405	\$ 37,351,000	\$ 388,405	101.04%	\$ 181,351,000	\$ 143,611,595
Other revenue	189,391	27,993		27,993		-	(27,993)
<b>TOTAL ENERGY REVENUE</b>	<b>33,779,841</b>	<b>37,767,398</b>	<b>37,351,000</b>	<b>416,398</b>	<b>101.11%</b>	<b>181,351,000</b>	<b>143,583,602</b>
<b>ENERGY EXPENSES</b>							
Cost of energy	28,428,945	32,872,097	32,241,000	631,097	101.96%	159,033,000	126,160,903
Service fees- PG&E	124,605	228,006	244,300	(16,294)	93.33%	1,255,000	1,026,994
<b>TOTAL ENERGY EXPENSES</b>	<b>28,553,550</b>	<b>33,100,103</b>	<b>32,485,300</b>	<b>614,803</b>	<b>101.89%</b>	<b>160,288,000</b>	<b>127,187,897</b>
<b>NET ENERGY EXPENSES</b>	<b>5,226,291</b>	<b>4,667,295</b>	<b>4,865,700</b>	<b>(198,405)</b>		<b>21,063,000</b>	<b>16,395,705</b>
<b>OPERATING EXPENSES</b>							
Personnel	661,529	981,043	989,088	(8,045)	99.19%	5,376,000	4,394,957
Data manager	689,370	729,285	770,100	(40,815)	94.70%	3,674,000	2,944,715
Technical consultants	151,146	134,325	155,120	(20,795)	86.59%	762,000	627,675
Legal counsel	39,318	140,494	204,250	(63,756)	68.79%	817,000	676,506
Communications consultants and related expenses	202,717	192,409	237,750	(45,341)	80.93%	951,000	758,591
Other services	95,648	162,264	117,250	45,014	138.39%	469,000	306,736
General and administration	69,026	65,470	104,500	(39,030)	62.65%	418,000	352,530
Occupancy	8,548	93,042	84,500	8,542	110.11%	338,000	244,958
Integrated demand-side pilot programs	3,750	-	12,500	(12,500)	0.00%	50,000	50,000
Marin County green business program	-	-	-	-	0.00%	10,000	10,000
Low income solar programs	-	13,300	8,750	4,550	0.00%	35,000	21,700
<b>TOTAL OPERATING EXPENSES</b>	<b>1,921,052</b>	<b>2,511,632</b>	<b>2,683,808</b>	<b>(172,176)</b>	<b>93.58%</b>	<b>12,900,000</b>	<b>10,388,368</b>
<b>OPERATING INCOME (LOSS)</b>	<b>3,305,239</b>	<b>2,155,663</b>	<b>2,181,892</b>	<b>(26,229)</b>	<b>98.80%</b>	<b>8,163,000</b>	<b>6,007,337</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>							
Interest income	604	15,616	12,500	3,116	124.93%	50,000	34,384
Interest expense and financing costs	(30,937)	(32,515)	(70,750)	38,235	0.00%	(345,500)	(312,985)
Depreciation (supplemental)	(18,088)	(21,351)	(25,000)	3,649	85.40%	(100,000)	(78,649)
<b>TOTAL NONOPERATING INCOME (EXPENSES)</b>	<b>(48,421)</b>	<b>(38,250)</b>	<b>(83,250)</b>	<b>45,000</b>	<b>45.95%</b>	<b>(395,500)</b>	<b>(357,250)</b>
<b>CHANGE IN NET POSITION</b>	<b>3,256,818</b>	<b>2,117,413</b>	<b>2,098,642</b>	<b>18,771</b>	<b>100.89%</b>	<b>7,767,500</b>	<b>5,650,087</b>
<b>CAPITAL EXPENDITURES, INTERFUND TRANSFERS &amp; OTHER</b>							
Capital outlay	(95,301)	(39,511)	(70,750)	31,239	55.85%	(283,000)	(243,489)
Depreciation (supplemental)	18,088	21,351	25,000	(3,649)	85.40%	100,000	78,649
Repayment of loan principal	(2,024,038)	-	-	-	-	-	-
Transfer to Renewable Energy Reserve	(1,000,000)	-	-	-	-	-	-
Transfer to Local Renewable Development Fund	(151,383)	(173,263)	(173,263)	-	100.00%	(173,263)	-
<b>TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS &amp; OTHER</b>	<b>(3,252,634)</b>	<b>(191,423)</b>	<b>(219,013)</b>	<b>27,590</b>	<b>87.40%</b>	<b>(356,263)</b>	<b>(164,840)</b>
Net increase (decrease) in available fund balance	\$ 4,184	\$ 1,925,990	\$ 1,879,629	\$ 46,361		\$ 7,411,237	\$ 5,485,247

**MARIN CLEAN ENERGY  
ENERGY EFFICIENCY PROGRAM FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2016 through June 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Public purpose energy efficiency program	\$ 1,220,267	\$ 203,980	\$ 1,016,287	16.72%
<b>EXPENDITURES AND OTHER USES:</b>				
Public purpose energy efficiency program	1,220,267	203,980	1,016,287	16.72%
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2016 through June 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Transfer from Operating Fund	\$ 173,263	\$ 173,263	\$ -	100.00%
<b>EXPENDITURES AND OTHER USES:</b>				
Capital Outlay	173,263	-	173,263	0.00%
Net increase (decrease) in fund balance	<u>\$ -</u>	173,263		
Fund balance at beginning of period		73,604		
Fund balance at end of period		<u>\$ 246,867</u>		

**RENEWABLE ENERGY RESERVE FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2016 through June 30, 2016**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Other proceeds	\$ 761,350	\$ -	\$ 761,350	0.00%
Transfer from Operating Fund	-	-	-	N/A
Total revenue and other sources	\$ 761,350	\$ -	\$ 761,350	
<b>EXPENDITURES AND OTHER USES:</b>				
	939,850	-	939,850	0.00%
Net increase (decrease) in fund balance	<u>\$ (178,500)</u>	-		
Fund balance at beginning of period		1,000,000		
Fund balance at end of period		<u>\$ 1,000,000</u>		

**MARIN CLEAN ENERGY**  
**BUDGETARY SUPPLEMENTAL SCHEDULE**  
**April 1, 2016 through June 30, 2016**

	<b>Actual</b>
<b>Other services</b>	
Audit	\$ 20,000
Accounting	36,000
IT Consulting	18,000
Human resources & payroll fees	2,805
Legislative consulting	23,625
Miscellaneous professional fees	61,834
<b>Other services</b>	<b>\$ 162,264</b>
 <b>General and administration</b>	
Data and telephone service	\$ 8,351
Office equipment lease	1,447
Dues and subscriptions	17,567
Conferences and professional education	6,593
Travel	7,468
Business meals	2,664
Miscellaneous administration	3,797
Publications and legal notices	-
Office supplies and postage	17,583
<b>General and administration</b>	<b>\$ 65,470</b>



August 3, 2016

TO: Marin Clean Energy Executive Committee  
FROM: Elizabeth Kelly, General Counsel  
RE: Draft Addendum to the Fourth Agreement with Troutman Sanders, LLP (Agenda Item #04 – C.3)

**ATTACHMENT:**

- A. Fourth Agreement with Troutman Sanders, LLP
- B. Draft First Addendum to the Fourth Agreement with Troutman Sanders, LLP

Dear Board Members:

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**SUMMARY:**

Troutman Sanders, LLP provides legal 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 amending the current contract to increase the contract by \$120,000, which increases the maximum cost to MCE to \$240,000 with Troutman Sanders, LLP for energy transaction and related services. MCE has further negotiated with this Addendum an additional 5% discount off of services performed in excess of \$150,000.

**Budget Impacts:** Costs related to contracts are included in the 2016/17 Budget.

**Recommendation:** Approve the First Addendum to the Fourth Agreement with Troutman Sanders, LLP.



**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

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

**THIS FOURTH AGREEMENT** ("Agreement") is made and entered into this day **March 17, 2016** by and between 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: legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Procurement;

**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 **\$120,000**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **April 1, 2016**, and shall terminate on **March 31, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

### **6.1 GENERAL LIABILITY**

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

### **6.2 AUTO LIABILITY**

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

### **6.3 WORKERS' COMPENSATION**

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

### **6.4 PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

### **8. SUBCONTRACTING:**

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

### **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 that is 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. This indemnity is expressly subject to the terms and limits of Contractor's professional liability insurance which shall have a minimum annual coverage limit of \$50,000,000 per claim and \$100,000,000.

**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.

**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 Contract Manager and all notices shall be given to MCE at the following location:

Contract Manager: LaWanda Hill  
 \_\_\_\_\_  
 MCE Address: 1125 Tamalpais Avenue  
 \_\_\_\_\_  
 San Rafael, CA 94901  
 \_\_\_\_\_  
 Email Address: invoices@mcecleanenergy.org  
 \_\_\_\_\_  
 Telephone No.: (415) 464-6048  
 \_\_\_\_\_

Notices shall be given to Contractor at the following address:

Contractor: Stephen Hall  
 \_\_\_\_\_  
 Address: 100 SW Main Street, Suite 1000  
 \_\_\_\_\_  
 Portland, OR 97204  
 \_\_\_\_\_  
 Email Address: stephen.hall@troutmansanders.com  
 \_\_\_\_\_  
 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"/> <b>Scope of Services</b>	_____
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <b>Fees and Payment</b>	_____

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

**APPROVED BY**

Marin Clean Energy:

By: [Signature]  
 CEO  
 Date: 3-17-16

By: [Signature]  
 Chairperson  
 Date: 3-17-16

**CONTRACTOR:**

By: [Signature]  
 Name: Stephen Hall  
 Date: 3-23-16

**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 as requested and directed by the CEO or the Director of Procurement related to: new and existing power purchase agreements; new and existing scheduling coordination and portfolio management agreements; and new and existing project development agreements, up to the maximum time/fees allowed under this Agreement. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

**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:

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

All rates are subject to a 10 percent discount. Contractor shall bill MCE monthly. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication, or email.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$120,000** for the term of the Agreement.

**FIRST ADDENDUM TO FOURTH AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

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This FIRST ADDENDUM is made and entered into on August 3, 2016 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS LLP, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Procurement dated March 17, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$120,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$120,000 for a total not to exceed \$240,000.

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

AGREEMENT

1. Section 4 is hereby amended to read as follows:

**MAXIMUM COST TO MCE:**

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$240,000**.

2. The payment rates set forth in Exhibit B are hereby amended to read as follows:

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

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

All rates are subject to a 10 percent discount; provided, however, that the rates for services provided in 2016 after the total amount of services provided to MCE in 2016 exceeds \$150,000 will be subject to an additional discount of five percent. Contractor shall bill MCE monthly. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication, or email.

3. The last sentence of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$240,000** for the term of the Agreement.

4. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

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

CONTRACTOR:

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

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

MARIN CLEAN ENERGY:

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

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

MARIN CLEAN ENERGY:

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

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





August 3, 2016

TO: Marin Clean Energy Executive Committee

FROM: Meaghan Doran, Energy Efficiency Program Manager

RE: Second Agreement with Rising Sun Energy Center (Agenda Item #04 – C.4)

ATTACHMENT: Draft Second Agreement with Rising Sun Energy Center

Dear Executive Committee:

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**SUMMARY:**

MCE is contracting with Rising Sun Energy Center and its California Youth Energy Services (CYES) program to carry out the MCE Multifamily Energy Efficiency Program in the Cities of El Cerrito and San Pablo. Rising Sun will employ area youth in those cities to provide Green House Calls to multifamily properties in those communities. Under this agreement, Rising Sun will manage and staff the program, including hiring, training, supervising, and scheduling the youth employees. Rising Sun will also be responsible for multifamily property outreach and for securing Green House Call appointments. The program will run from August 2016 to December 2016, with youth onsite for training and Green House Calls from September 2016 to November 2016. Rising Sun will also collect and submit data MCE needs for reporting requirements to CPUC regarding energy savings. The maximum cost to MCE is \$84,177.57

**Budget Impacts:** This contract will be funded by CPUC ratepayer funds for energy efficiency programs. Costs related to contracts are included in the 2016/17 Budget.

**Recommendation:** Approve the Second Agreement with Rising Sun Energy Center.

**MARIN CLEAN ENERGY  
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT  
BY AND BETWEEN  
MARIN CLEAN ENERGY AND RISING SUN ENERGY CENTER**

**THIS SECOND AGREEMENT** ("Agreement") is made and entered into this day **August 3, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and RISING SUN ENERGY CENTER, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MCE desires to retain a person or firm to provide the following services: California Youth Energy Services for the Multifamily Program in the Cities of El Cerrito and San Pablo;

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

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

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

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE at [invoices@mcecleanenergy.org](mailto:invoices@mcecleanenergy.org) 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 **\$84,177.57**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **August 3, 2016**, and shall terminate on **December 31, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

**6. INSURANCE AND SAFETY:**

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

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

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

### **6.1 GENERAL LIABILITY**

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

### **6.2 AUTO LIABILITY**

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

### **6.3 WORKERS' COMPENSATION**

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

### **6.4 PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

### **8. SUBCONTRACTING:**

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

### **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 applicable to the jurisdiction(s) in which services will be performed (e.g., in the County of Marin, 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.

**19. NOTICES**

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

Contract Manager:	Catalina Murphy
<hr/>	
MCE Address:	1125 Tamalpais Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	contracts@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6014
<hr/>	

Notices shall be given to Contractor at the following address:

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

**20. ACKNOWLEDGEMENT OF EXHIBITS**

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

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

**21. SEVERABILITY**

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

**22. COMPLETE AGREEMENT**

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

**23. COUNTERPARTS**

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

**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)**

The purpose of this scope of services is to outline the planning, coordination, and implementation of the direct install and outreach component of the MCE Multifamily Efficiency Program in the Cities of El Cerrito and San Pablo.

**PROGRAM SUMMARY**

Rising Sun will run its California Youth Energy Services (CYES) program in the cities of El Cerrito and San Pablo in the fall of 2016, in partnership with Marin Clean Energy. Rising Sun will employ area youth in those cities to provide Green House Calls to multifamily properties in those communities. A single site office will serve both cities.

Rising Sun will manage and staff the program, including hiring, training, supervising, and scheduling the youth employees. Rising Sun will also be responsible for multifamily property outreach and for securing Green House Call appointments. The program will be staffed by Rising Sun permanent staff, including a Regional Manager and Regional Outreach Manager at the site.

Green House Calls will be performed in multifamily properties (>4 units) only, within individual tenant units. Units may be served ad-hoc or whole-building. The program will run from August-December, with youth onsite for training and Green House Calls from September-November.

The after-school CYES program will run Monday-Friday for the first week of training, and four days/week for the remaining 8 weeks, for 3 hours each day after school.

**HOUSING AND POPULATION CHARACTERISTICS**

City	# of Households	# of MFM (>4) <i>(from 2015-2023 Housing Elements)</i>	% Language other than English Spoken at Home	% Youth
<b>El Cerrito</b>	10,730	1,450	40.4%	32.7%
<b>San Pablo</b>	9,475	2,748	69.7%	36.6%

**PROGRAM ELEMENTS**

**PROGRAM MANAGEMENT**

Rising Sun will be responsible for managing and staffing all elements of the program. Staff will hire, train, and supervise youth, manage youth schedules, recruit and schedule multifamily tenants, provide oversight of Green House Calls, secure office space if needed, purchase inventory, and provide all program tracking and reporting. The site office will be managed by permanent Rising Sun staff – a Regional Manager and a Regional Outreach Manager – to save on training and recruitment time and costs.

**YOUTH RECRUITMENT**

Each Regional Manager will be responsible for recruiting, training, and supervising a total of 8 youth employees: 4 Energy Specialists (between the ages of 15-22), and 4 Energy Specialist Drivers (between the ages of 18-22; must have valid driver's license, vehicle insurance, and use of a car). All youth will be residents of the cities or surrounding area in which they will work, and will work out of the site office to serve residents of their community.

**YOUTH TRAINING**

The Regional Manager and Regional Outreach Manager teams at the site will train the youth Energy Specialists at their local office, using Rising Sun materials. Training will be hands-on and interactive, and will prepare youth to perform Green House Calls safely, educate clients, and deliver quality customer service.

**GREEN HOUSE CALLS**

All Green House Calls will be scheduled in advance by the Regional Outreach Manager. The Regional Outreach Managers use grassroots, community-based tactics to recruit Green House call customers, and may also work directly with property managers to serve all tenant units within a building at once.

Youth Energy Specialists will conduct all Green House Calls in teams of two.

Each Green House Call will follow Rising Sun's measure installation criteria and will include (based on what is already present in the customer's home):

- **ASSESSMENT**
  - Whole-unit assessment/walk-through
  - Gallons per minute (GPM) flow rate test on shower, kitchen, bath sink fixtures
  - Toilet assessment - leaks, flush volume
  - Assessment of refrigerator and water heater temperature settings

- **INSTALLATION**
  - A19 Globe LEDs
  - LED Flood (R-BR) (up to 1 per home)
  - Torchieres
  - LED nightlight (1 per home)
  - Showerheads
  - Bathroom sink aerators
  - Kitchen sink aerators
  - Tier 1 powerstrip (1 per home)
  - Drop-A-Brick (gallons-per-flush water-saving device) (if available)
- **EDUCATION**
  - Localized recycling information
  - Client education
  - Client energy and/or water pledge
  - Custom email report with installation summary, pledge follow-up, resources, and rebate info
  - Opportunity to provide feedback to Rising Sun on the quality of the Green House Call service

**INVENTORY**

Rising Sun will purchase inventory from its existing vendor network. Inventory will be delivered to Rising Sun and stored at the site office. As measures will be reimbursed based on actual installations, any measures not used in the program will become the property of Rising Sun.

**LOCATION**

While the program is in session, the Regional Management teams and Energy Specialists will work out of the temporary local site office. The site office will be secured by the Regional Manager, or the team may work out of Rising Sun HQ.

**PROGRAM TRACKING**

Rising Sun will cooperate to provide information needed by MCE to meet CPUC reporting obligations for savings claims. Additionally, Rising Sun will use appropriate data management tools, such as “Rising Sun Runner” (Runner) to:

- Track inventory
- Schedule appointments
- Record Green House Call data (installation, home assessments)
- Track energy and water savings
- Report on program outcomes

Rising Sun will need to be able to upload MCE customer data for these cities to be able to schedule clients in the Runner.

If MCE needs additional data captured in the home that is within the scope of the Green House Call and Energy Specialist training, that data will need to be captured manually and may not be reflected in the Runner.

Rising Sun will manually collect contact information from the property manager at each Green House Call location and provide to MCE upon the conclusion of the program.

**PROGRAM CLOSE AND REPORTING**

At the conclusion of the program, Rising Sun staff will complete a report in the style of its end-of-program City Reports, providing a summary of the measures installed, client pledges made, energy and water saved, customer feedback, and customers served.

**ESTIMATED TIMELINE**

	EL CERRITO/SAN PABLO				
	AUG	SEP	OCT	NOV	DEC
<b>Site Office Securement</b>	X			X	
<b>Youth Recruitment</b>	X	X		X	
<b>Site Office Setup</b>	X	X			
<b>Youth Training</b>		X			
<b>Customer Recruitment</b>	X	X	X	X	
<b>Green House Calls</b>		X	X	X	
<b>Program Closeout and Reporting</b>					X

## ROLES

### **Energy Specialist (8)**

The Energy Specialist (age 15-22) is responsible for performing Green House Calls in residential homes. Every attempt will be made to ensure that the Energy Specialist is a resident of El Cerrito or San Pablo, and be available to work for the duration of the program. If youth cannot be recruited directly from their communities, they will be recruited from the nearby area. The Energy Specialist will participate in approximately 27 hours of paid training, and 96 hours of Green House Calls, for a total of approximately 123 hours. The Energy Specialist will be a non-exempt, temporary employee of Rising Sun.

### **Energy Specialist Driver (8)**

The Energy Specialist Driver (age 15-22) is responsible for performing Green House Calls in residential homes. In addition, the Energy Specialist Driver is responsible for driving her/himself and his/her Energy Specialist partner to and from each Green House Call, and therefore must pass a Motor Vehicle Record check, have a valid driver's license and insurance, and have reliable use of a car for work purposes. Every attempt will be made to ensure that the Energy Specialist is a resident of El Cerrito or San Pablo, and be available to work for the duration of the program. If youth cannot be recruited directly from their communities, they will be recruited from the nearby area. The Energy Specialist Driver will participate in approximately 27 hours of paid training, and 96 hours of Green House Calls, for a total of approximately 123 hours, and will be reimbursed at the federal rate for all mileage to and from Green House Calls. The Energy Specialist Driver will be a non-exempt, temporary employee of Rising Sun.

### **REGIONAL MANAGER (1)**

This position will hire, supervise, mentor, train, and schedule the youth; secure the site office; oversee the local site office; collaborate with partner organizations; provide career development support; provide quality assurance and control; and develop program reports. 75% of the Regional Manager's time for approximately 15 weeks will be devoted to this program.

### **REGIONAL OUTREACH MANAGER (1)**

This position will assist with mentoring and training the youth; staff the local site office; collaborate with partner organizations; provide career development support; provide quality assurance and control; employ grassroots, community-based outreach tactics to sign clients up for Green House Calls; work directly with property managers to serve whole-buildings as appropriate; and schedule all Green House Calls. 75% of the Regional Outreach Manager's time for approximately 11 weeks will be devoted to this program.

### **ASSISTANT DIRECTOR OF YOUTH PROGRAMS (1)**

The Assistant Director of Youth Programs will be responsible for directly supervising the Regional Managers, coordinating with MCE staff as needed, and ensuring that program goals are met. The Assistant Director will commit approximately 1.5 hours per week for 15 weeks to this program.

### **DIRECTOR OF YOUTH PROGRAMS (1)**

The Director of Youth Programs will be responsible for overseeing Rising Sun's commitments to the MCE partnership, directly managing the Assistant Director of Youth Programs, and providing general program oversight.

## CO-BRANDING

The California Youth Energy Services program and the Green House Call are both programs and products of Rising Sun Energy Center. This will be made clear in materials, reports, and statements promoting or describing the program and the partnership between MCE and Rising Sun. Both the MCE and Rising Sun logos will be included in materials promoting and describing the program.



**EXHIBIT B  
FEES AND PAYMENT SCHEDULE**

For services provided under this agreement, the total projected cost of the project is \$136,863.56, which shall be paid by MCE and the Contractor, according to schedule below:

Marin Clean Energy - California Youth Energy Services After-School Program, Fall 2016 - 1 SITE Draft Budget - June 2016	Expenses to be paid by MCE	Expenses to be paid by Contractor
<b>Permanent Salaries and Wages</b>		
Assistant Director of Youth Programs (1)	\$ -	\$ 1,755.00
Regional Manager, CYES (1)	\$ 15,870.00	\$ 20,130.00
Regional Outreach Manager, CYES (1)	\$ 10,582.00	\$ 15,818.00
Payroll Taxes		\$ 2,380.68
<b>SUBTOTAL</b>	\$ 26,452.00	\$ 40,083.68
<b>Temporary Salaries and Wages</b>		
Energy Specialist (\$10/hr) - 111 hours (4)	\$ 4,440.00	\$ -
Energy Specialist Driver (\$11/hr) - 111 hours (4)	\$ 4,884.00	\$ -
Payroll Taxes		\$ 839.16
<b>SUBTOTAL</b>	\$ 9,324.00	\$ 839.16
<b>Independent Contractors</b>		
Developer - Rising Sun Runner	\$ -	\$ 333.33
<b>SUBTOTAL</b>	\$ -	\$ 333.33
<b>Operating Expenses</b>		
<b>SUBTOTAL</b>	\$ 5,761.65	\$ 250.00
<b>Direct Install Measures (Reimbursed Value: Labor+Materials)</b>		
<b>SUBTOTAL</b>	\$ 25,567.00	\$ -
<b>Other Materials and Equipment</b>		
<b>SUBTOTAL</b>	\$ 5,734.90	\$ 992.73
<b>Marketing and Development</b>		
<b>SUBTOTAL</b>	\$ 358.33	\$ -
<b>Occupancy Expenses</b>		
<b>SUBTOTAL</b>	\$ -	\$ 3,315.00
<b>Subtotal All Expenses</b>	\$ 73,197.89	\$ 45,813.90
<b>Administrative Expenses - 15%</b>	\$ 10,979.68	\$ 6,872.09
<b>TOTAL BUDGET</b>	<b>\$ 84,177.57</b>	<b>\$ 52,685.99</b>

Total Projected Cost = \$136,863.56

Direct Install Measures will be invoiced to MCE upon installation. The remainder will be invoiced as Time and Materials (T&M) on a monthly basis. In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$84,177.57** for the term of the agreement.



**POLICY NO. 003 – RECORDS RETENTION**

Records will be retained according to the following schedule. After the required retention date has passed all documents or electronic files will be deleted or discarded.

<b>Record Type</b>	<b>Required Retention</b>	<b>Sample Descriptions</b>
Executed Contracts	10 years after termination date of the contract	Power supply contracts, contracts with vendors or consultants
Invoices from Vendors	2 years after completion of contract	Vendor invoices for payment
<a href="#"><u>Non-Successful Bids and Proposals</u></a>	<a href="#"><u>2 years after close of RFO/RFP</u></a>	<a href="#"><u>Open season bids, other competitive procurements</u></a>
Non-Disclosure Agreements	In perpetuity	NDA with vendor, employee, Board member or advisor
Board Approved Decisions	In perpetuity	Resolutions, meeting minutes, and other items approved at regular or special Board meetings
Board and Committee Meeting Materials	In perpetuity	Agendas, staff reports and other material provided to Board members in preparation for meetings
Board Approved Budgets	In perpetuity	Final, approved budgets
Drafts of Documents	30 days after final version is approved	Draft of contracts, programs, RFPs, etc.
General Electronic Correspondence	2 years <a href="#"><u>or at staff discretion</u></a>	Email correspondence
Customer- <del>Specific Usage</del> <a href="#"><u>Information and Data Requests</u></a>	2 <del>to 10</del> years	<a href="#"><u>Electronic information and reporting from Data Manager</u></a> <del>Cost</del>

		<u>comparisons, bill analyses, usage history, billing history</u>
<u>Customer Database Information</u>	<u>5 years</u>	<u>Customer lists, data reports, program data, account balances</u>
<u>Ad Hoc Customer Reports and Lists</u>	<u>5 years</u>	<u>Mailing lists, analysis reports</u>
<u>AMI Data Lists and Report</u>	<u>At staff discretion, deletion after staff use is completed</u>	<u>Non-aggregated customer AMI data</u>
Marketing Material	2 years after public distribution	Flyers, brochures, electronic advertisements
General Educational or Informational Material	2 years	Brochures, reports, electronic information
<u>Miscellaneous Personnel Information</u>	<u>6 years after employee end date</u>	<u>I-9, background checks, confidential medical records</u>
<u>Personnel Information</u> <u>Employee Files</u>	<u>5 to 106 years after employee end date</u>	<u>Offer letter, resume, offer letter, change of status, benefits, evaluations, and new hire forms</u>
<u>Recruitment Files</u>	<u>6 years after employee end date</u>	<u>Application, job announcement, testing materials, rating sheets, interview notes</u>
<u>Payroll Records</u>	<u>6 years after employee end date</u>	<u>Timecards and employee wage records</u>



# FINANCIAL STATEMENTS

Years Ended March 31, 2016 & 2015  
with Independent Auditors' Report



Agenda Item # 07: FY 2015/16 Fin. Statement Presentation  
**MARIN CLEAN ENERGY**  
**YEARS ENDED MARCH 31, 2016 AND 2015**

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VAVRINEK, TRINE, DAY  
& COMPANY, LLP  
*Certified Public Accountants*

VALUE THE DIFFERENCE

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Marin Clean Energy  
San Rafael, California

We have audited the accompanying financial statements of Marin Clean Energy ("MCE"), as of and for the years ended March 31, 2016 and 2015, and the related notes to the financial statements, which collectively comprise MCE's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marin Clean Energy, as of March 31, 2016 and 2015, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Varrinet, Trine, Day & Co., LLP.*

Pleasanton, California

July 19, 2016

## MARIN CLEAN ENERGY

### MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis provides an overview of Marin Clean Energy's (MCE) financial activities for the fiscal years ended March 31, 2016 and 2015. The information presented here should be considered in conjunction with the audited financial statements.

#### Contents of this Report

This report is divided into the following sections:

- Management discussion and analysis, which provides an overview of operations.
- The Basic Financial Statements, which offer information on MCE's financial results.
  - The *Statements of Net Position* includes all of MCE's assets, liabilities, and net position using the accrual method of accounting. The Statements of Net Position provide information about the nature and amount of resources and obligations at a specific point in time.
  - The *Statements of Revenues, Expenses, and Changes in Net Position* report all of MCE's revenue and expenses for the years shown.
  - The *Statements of Cash Flows* report the cash provided and used by operating activities, as well as other sources and payments, such as debt financing.
  - Notes to the Basic Financial Statements, which provide additional details and information pertaining to the financial statements.

#### Nature of Operations

MCE is a California Joint Powers Authority founded in 2008 pursuant to the Joint Exercise of Powers Act and is a public agency separate from its members. MCE provides electric service to retail customers as a Community Choice Aggregation Program under the California Public Utilities Code Section 366.2.

MCE's mission is to address climate change by reducing energy related greenhouse gas emissions through renewable energy supply and energy efficiency at stable and competitive rates for customers while providing local economic and workforce benefits. MCE provides electric service to retail customers and has the rights and powers to set rates and charges for electricity and services it furnishes, incur indebtedness, and issue bonds or other obligations. MCE acquires electricity from commercial suppliers and delivers it through existing physical infrastructure and equipment managed by the California Independent System Operator and Pacific Gas and Electric Company. MCE's Energy Efficiency Program supports the development, coordination and implementation of residential, commercial and multi-family energy efficiency programs in and around MCE's service area.



**MARIN CLEAN ENERGY**  
**MANAGEMENT’S DISCUSSION AND ANALYSIS**  
(Continued)

The parties to MCE’s Joint Powers Agreement consist of local governments whose governing bodies elect to join MCE. Pursuant to the Public Utilities Code, when new parties join MCE, all electricity customers in its jurisdiction automatically become default customers of MCE for electric generation, provided that customers are given the option to “opt out”. MCE receives no financial support from the parties to its Joint Powers Agreement and relies exclusively on operating revenues to meet its financial commitments.

MCE began to deliver electricity and energy efficiency programs in May 2010 and April 2013 respectively. From time to time new communities apply and are accepted to join MCE. MCE began serving customers in unincorporated Napa County in February 2015 and customers in Benecia, El Cerrito and San Pablo during May 2015. MCE accepted the membership applications of the cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek and the Town of Yountville in April, 2016 and is initiating service to these communities in September 2016.

MCE’s historical and projected retail accounts by customer group are as follows:

**Enrolled Retail Service Accounts**  
**Phase-In Period (End of Month)**

	<u>July 2013</u>	<u>Feb 2015</u>	<u>May 2015</u>	<u>Projected Sep 2016</u>
<b>MCE Customer Groups</b>				
Residential	106,510	120,204	149,610	225,128
Small Commercial	11,829	13,761	17,119	24,107
Medium Commercial	903	1,120	1,429	2,278
Large Commercial	351	416	575	857
Industrial	15	19	24	32
Street Lighting & Traffic	748	1,014	1,219	1,866
Agriculture & Pump	109	1,467	1,625	1,700
Total	<u>120,465</u>	<u>138,001</u>	<u>171,601</u>	<u>255,968</u>
Customer Account Additions	32,651	17,536	33,600	84,367
% Increase in Customers Accounts	37%	15%	24%	49%

**MARIN CLEAN ENERGY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
(Continued)

### Financial and Operational Highlights

MCE's net position increased by \$16.3 million to \$29.5 million as of March 31, 2016 up from a \$3.7 million increase in net position in the prior period. During fiscal 2015-16, MCE increased its cash and cash equivalents to \$21.7 million. Working capital and the current ratio (current assets divided by current liabilities) increased to \$26.5 million and 2.81:1 respectively. 78% of MCE's total liabilities consist of accrued electricity costs which represent electricity delivered to MCE but not yet billed by the supplier. During fiscal 2015-16 MCE repaid notes payable to the bank ahead of schedule. MCE had no bank debt outstanding as of March 31, 2016.

The following table is a summary of MCE's assets, liabilities, and net position as of March 31:

	<u>2016</u>	<u>2015</u>	<u>2014</u>
Current assets			
Cash and cash equivalents	\$ 21,696,949	\$ 10,173,815	\$ 8,248,488
Other current assets	19,424,154	16,027,326	12,906,255
Total current assets	<u>41,121,103</u>	<u>26,201,141</u>	<u>21,154,743</u>
Noncurrent assets			
Capital assets	542,199	407,626	58,807
Other noncurrent assets	2,479,516	1,378,587	1,278,698
Total noncurrent assets	<u>3,021,715</u>	<u>1,786,213</u>	<u>1,337,505</u>
Total assets	<u>44,142,818</u>	<u>27,987,354</u>	<u>22,492,248</u>
Current liabilities			
Accrued cost of electricity	11,500,898	8,808,354	6,409,847
Other current liabilities	3,110,850	3,898,645	3,430,932
Notes payable to bank	-	1,035,409	1,069,125
Total current liabilities	<u>14,611,748</u>	<u>13,742,408</u>	<u>10,909,904</u>
Noncurrent liabilities			
Notes payable to bank	-	988,627	2,024,308
Total liabilities	<u>14,611,748</u>	<u>14,731,035</u>	<u>12,934,212</u>
Net position:			
Net investment in capital assets	542,199	407,626	58,807
Restricted	1,659,164	598,200	598,200
Unrestricted	27,329,707	12,250,493	8,901,029
Total net position	<u>\$ 29,531,070</u>	<u>\$ 13,256,319</u>	<u>\$ 9,558,036</u>
Working Capital:	\$ 26,509,355	\$ 12,458,733	\$ 10,244,839
Current Ratio:	2.81	1.91	1.94
Total Liabilities / Net Position:	0.49	1.11	1.35

**MARIN CLEAN ENERGY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
(Continued)

Consistent with its Reserve Policy, MCE is building its net position to support the working capital requirements of the agency, to provide a reserve to manage the risk of adverse economic or regulatory events, and to improve its credit worthiness. A strong net position allows MCE to provide consistent and reliable service to the community and to contract for energy and other services at lower costs and on more favorable terms.

MCE's results of operations are summarized as follows for the fiscal year ended March 31:

	<u>2016</u>	<u>2015</u>	<u>2014</u>
Operating revenues	\$ 151,664,778	\$ 100,654,696	\$ 85,561,759
Interest income	12,179	3,716	8,965
Total income	<u>151,676,957</u>	<u>100,658,412</u>	<u>85,570,724</u>
Operating expenses	135,257,348	96,835,644	83,749,875
Interest and related expenses	144,858	124,485	175,687
Total expenses	<u>135,402,206</u>	<u>96,960,129</u>	<u>83,925,562</u>
Increase in net position	<u>\$ 16,274,751</u>	<u>\$ 3,698,283</u>	<u>\$ 1,645,162</u>

### Electricity Sales and Costs

Electricity revenues increased by \$50.6 million to \$149.5 million in fiscal 2015-16 as a result of the inclusion of new communities and the growth of customer accounts which grew from approximately 138,000 in February 2015 to 171,000 during the year. Cost of electricity increased by \$36.1 million to \$124.1 million as MCE acquired electricity to serve the new customers. Gross surplus, defined as electricity sales less cost of electricity, increased to \$25.4 million from \$10.8 million in the prior year as a result of increased sales and increased margins. Gross margin, defined as gross surplus as a percent of electricity sales, increased from 11% in 2015 to 17% in 2016 in part as a result of lower per unit energy costs.

MCE's gross surplus and gross margin are summarized as follows for the fiscal year ended March 31:

	<u>2016</u>	<u>2015</u>	<u>2014</u>
Electricity sales, net	\$ 149,486,696	\$ 98,840,861	\$ 84,605,751
Cost of electricity	124,095,978	87,996,399	76,088,268
Gross surplus	<u>\$ 25,390,718</u>	<u>\$ 10,844,462</u>	<u>\$ 8,517,483</u>
Gross margin:	<u>17.0%</u>	<u>11.0%</u>	<u>10.1%</u>

**MARIN CLEAN ENERGY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
(Continued)

Operating Revenues and Operating Expenses less Cost of Electricity

Total operating revenue less the cost of electricity increased by 117.8% to \$27.6 million in fiscal 2015-16. This was driven by increased gross surplus and increased grant funding from the California Utilities Commission to support the growth of the Energy Efficiency Program. Other revenues, consisting predominately of payments required from energy suppliers as a result of delays in energy deliveries, were flat for the year. Year-over-year operating expenses, excluding cost of electricity, increased by 26.3% to \$11.2 million reflecting increased staffing, contractor, legal and general overhead costs. Operating expenses, excluding cost of electricity, as a percent of operating revenue less cost of electricity fell from 70% in 2014-15 to 40% in fiscal 2015-16.

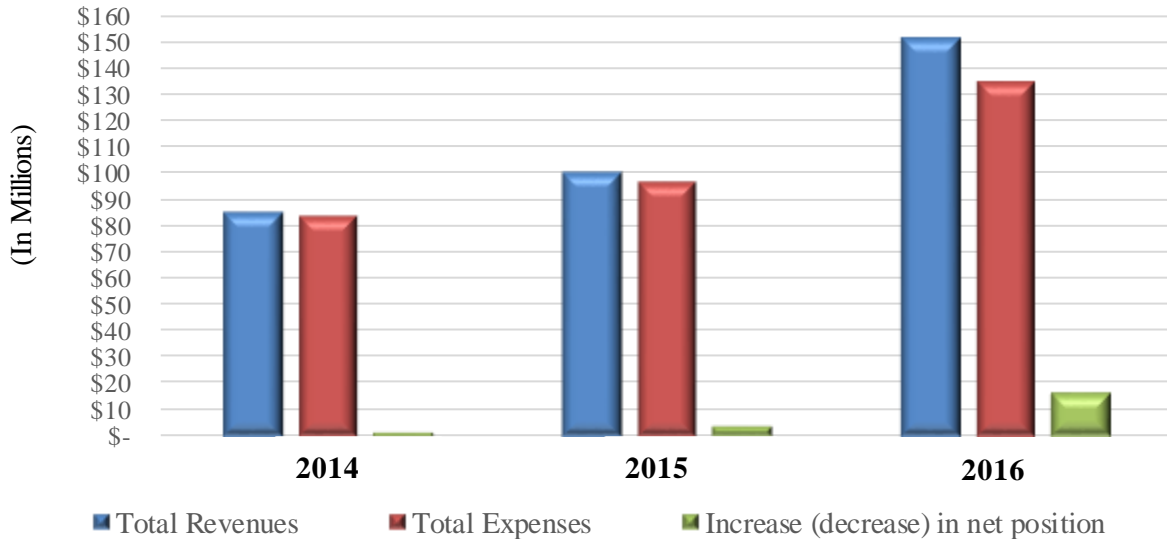
MCE's gross surplus, operating income, and various ratios are summarized as follows:

	<b>2016</b>	<b>2015</b>	<b>2014</b>
Gross surplus	\$ 25,390,718	\$ 10,844,462	\$ 8,517,483
Grant revenue - Energy Efficiency Program	1,545,030	1,125,344	917,947
Other revenue	633,052	688,491	38,061
Total operating revenues less cost of electricity	27,568,800	12,658,297	9,473,491
Operating expenses, excluding cost of electricity	11,161,370	8,839,245	7,661,607
Operating income	<u>\$ 16,407,430</u>	<u>\$ 3,819,052</u>	<u>\$ 1,811,884</u>
Operating expenses, excluding cost of electricity, over total operating revenues less cost of electricity:	<u>40.5%</u>	<u>69.8%</u>	<u>80.9%</u>
% increase in Gross surplus:	<u>117.8%</u>	<u>33.6%</u>	<u>1.0%</u>
% increase in operating expenses less cost of electricity:	<u>26.3%</u>	<u>15.4%</u>	<u>47.0%</u>
% increase in operating income:	<u>329.6%</u>	<u>110.8%</u>	<u>-95.0%</u>

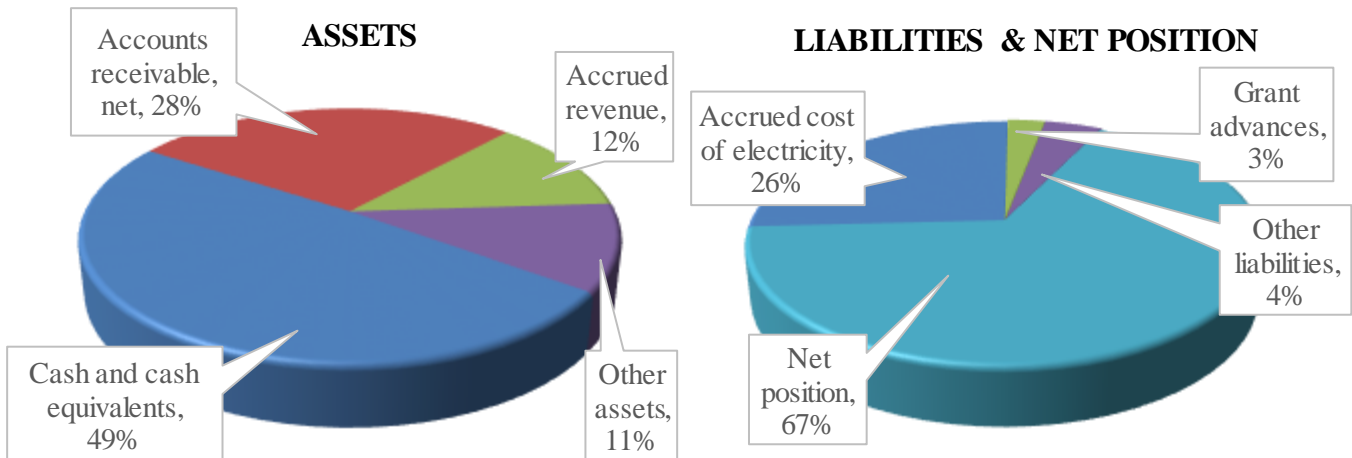
**MARIN CLEAN ENERGY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
(Continued)**

**FINANCIAL SUMMARY**

**FINANCIAL POSITION: FISCAL YEAR ENDED MARCH 31:**



**ASSETS, LIABILITIES, AND NET POSITION AS OF MARCH 31, 2016:**



Cash and cash equivalents	\$ 21,696,949	Accrued cost of electricity	\$ 11,500,898
Accounts receivable, net	12,217,586	Grant advances	1,220,909
Accrued revenue	5,356,608	Other liabilities	1,889,941
Other assets	4,871,675	Net position	29,531,070
<b>Total Assets</b>	<b><u>\$ 44,142,818</u></b>	<b>Total liabilities &amp; net position</b>	<b><u>\$ 44,142,818</u></b>

**MARIN CLEAN ENERGY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
(Continued)

**PURCHASE COMMITMENTS AND ECONOMIC OUTLOOK**

In the normal course of business, MCE enters into various agreements, including renewable energy agreements and other power purchase agreements to purchase power and electric capacity. These agreements involve short, medium and long term commitments. Entering into long term purchase commitments is an effective means of bringing new solar, wind and other renewable energy generating facilities on-line and of helping the agency to accomplish its mission of providing renewable energy and reducing greenhouse gas emissions. MCE manages risks associated with these commitments by aligning purchase commitments with expected demand for electricity and assuring diversity of technologies, geographical locations, and suppliers. Total expected obligations under power purchase agreements totaled approximately \$824.2 million as of March 31, 2016.

In September 2016 MCE will begin to provide service to customers located in the cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek and the Town of Yountville resulting in an expected increase in the number of MCE customer accounts of 84,000 or 49% of its current customer base. In June 2016, MCE's Board of Directors approved a reduction in electricity rates effective September 1, 2016 consistent with MCE's Reserve Policy and Rate Setting Guidelines.

Management intends to continue its conservative use of financial resources and expects ongoing operating surpluses.

**REQUESTS FOR INFORMATION**

This financial report is designed to provide MCE's board members, stakeholders, customers and creditors with a general overview of the MCE's finances and to demonstrate MCE's accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to Finance and Project Manager, 1125 Tamalpais Avenue, San Rafael, CA 94901.

**BASIC FINANCIAL STATEMENTS**

**MARIN CLEAN ENERGY****STATEMENTS OF NET POSITION****MARCH 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 21,696,949	\$ 10,173,815
Accounts receivable, net of allowance	12,217,586	10,528,880
Other receivables	525,658	583,185
Accrued revenue	5,356,608	4,502,232
Prepaid expenses	1,261,373	368,152
Other current assets and deposits	62,929	44,877
Total current assets	<u>41,121,103</u>	<u>26,201,141</u>
Noncurrent assets		
Capital assets, net of depreciation	542,199	407,626
Restricted cash	2,206,664	1,145,700
Other noncurrent assets and deposits	272,852	232,887
Total noncurrent assets	<u>3,021,715</u>	<u>1,786,213</u>
Total assets	<u>44,142,818</u>	<u>27,987,354</u>
<b>LIABILITIES</b>		
Current liabilities		
Accounts payable	657,336	878,967
Accrued cost of electricity	11,500,898	8,808,354
Other accrued liabilities	305,054	199,357
User taxes and energy surcharges due to other governments	927,551	611,230
Advances from grantors	1,220,909	2,209,091
Notes payable to bank	-	1,035,409
Total current liabilities	<u>14,611,748</u>	<u>13,742,408</u>
Noncurrent liabilities		
Notes payable to bank	-	988,627
Total liabilities	<u>14,611,748</u>	<u>14,731,035</u>
<b>NET POSITION</b>		
Net position		
Net investment in capital assets	542,199	407,626
Restricted for line of credit collateral	1,659,164	598,200
Unrestricted	27,329,707	12,250,493
Total net position	<u>\$ 29,531,070</u>	<u>\$ 13,256,319</u>



**MARIN CLEAN ENERGY****STATEMENTS OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION****FISCAL YEARS ENDED MARCH 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>Operating revenues</b>		
Electricity sales, net	\$ 149,486,696	\$ 98,840,861
Grant revenue for Energy Efficiency Program	1,545,030	1,125,344
Other revenue	633,052	688,491
Total operating revenues	<u>151,664,778</u>	<u>100,654,696</u>
<b>Operating expenses</b>		
Cost of electricity	124,095,978	87,996,399
Contract services	6,584,384	5,769,008
Staff compensation	3,405,416	2,216,199
General and administration	1,094,963	825,510
Depreciation	76,607	28,528
Total operating expenses	<u>135,257,348</u>	<u>96,835,644</u>
Operating income	<u>16,407,430</u>	<u>3,819,052</u>
<b>Non-operating revenues (expenses)</b>		
Interest income	12,179	3,716
Interest and related expenses	(144,858)	(124,485)
Net non-operating revenues (expenses)	<u>(132,679)</u>	<u>(120,769)</u>
<b>Changes in net position</b>	16,274,751	3,698,283
Net position at beginning of period	13,256,319	9,558,036
Net position at end of period	<u>\$ 29,531,070</u>	<u>\$ 13,256,319</u>

**MARIN CLEAN ENERGY****STATEMENTS OF CASH FLOWS****FISCAL YEARS ENDED MARCH 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	\$ 147,265,935	\$ 96,695,557
Grant receipts from Energy Efficiency Program	291,375	1,505,702
Cash received from other revenue sources	926,607	142,297
Cash payments to purchase electricity	(122,324,217)	(86,220,713)
Cash payments for contract services	(6,560,471)	(5,763,707)
Cash payments for staff compensation	(3,312,945)	(2,179,654)
Cash payments for general and administration	(1,080,328)	(751,575)
Other cash receipts	(41,598)	(144,766)
Net cash provided by operating activities	<u>15,164,358</u>	<u>3,283,141</u>
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES</b>		
Return of financing reserve	598,200	-
Payments of financing reserve	(1,659,164)	-
Principal payments of notes payable to bank	(2,024,036)	(1,069,397)
Interest and related expenses	(144,858)	(124,485)
Net cash provided (used) by non-capital financing activities	<u>(3,229,858)</u>	<u>(1,193,882)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Acquisition of capital assets	(421,261)	(167,648)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	<u>9,895</u>	<u>3,716</u>
Net change in cash and cash equivalents	11,523,134	1,925,327
Cash and cash equivalents at beginning of year	<u>10,173,815</u>	<u>8,248,488</u>
Cash and cash equivalents at end of year	<u>\$ 21,696,949</u>	<u>\$ 10,173,815</u>

**MARIN CLEAN ENERGY****STATEMENTS OF CASH FLOWS  
(CONTINUED)****FISCAL YEARS ENDED MARCH 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
Operating income	\$ 16,407,430	\$ 3,819,052
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation expense	76,607	28,528
(Increase) decrease in net accounts receivable	(1,688,706)	(1,432,309)
(Increase) decrease in other receivables	59,811	(527,269)
(Increase) decrease in accrued revenue	(854,376)	(779,949)
(Increase) decrease in prepaid expenses	(893,221)	(336,667)
(Increase) decrease in other assets and deposits	(54,327)	(144,766)
Increase (decrease) in accounts payable	(15,240)	54,137
Increase (decrease) in accrued cost of electricity	2,692,544	2,055,009
Increase (decrease) in other accrued liabilities	105,697	27,237
Increase (decrease) in user taxes due to other governments	316,321	44,268
Increase (decrease) in advances from grantor	(988,182)	475,870
Net cash provided by operating activities	<u>\$ 15,164,358</u>	<u>\$ 3,283,141</u>

**NOTES TO THE FINANCIAL STATEMENTS**

**YEARS ENDED MARCH 31, 2016 AND 2015**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**REPORTING ENTITY**

Marin Clean Energy (MCE) is a California joint powers authority created on December 19, 2008. As of March 31, 2016 parties to its Joint Powers Agreement consist of the following local governments: the Counties of Marin and Napa, the cities of Belvedere, Benicia, El Cerrito, Larkspur, Mill Valley, Novato, Richmond, San Pablo, San Rafael, and Sausalito and the towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (collectively, “the Parties”). MCE is governed by a Board of Directors whose membership is composed of elected officials representing each of the Parties.

MCE’s mission is to address climate change by reducing energy related greenhouse gas emissions through renewable energy supply and energy efficiency at stable and competitive rates for customers while providing local economic and workforce benefits. MCE provides electric service to retail customers as a Community Choice Aggregation Program under the California Public Utilities Code Section 366.2.

MCE began the delivery of electricity and energy efficiency programs in May 2010 and April, 2013 respectively. Electricity is acquired from commercial suppliers and delivered through existing physical infrastructure and equipment managed by the California Independent System Operator and Pacific Gas and Electric Company. The Energy Efficiency Program supports the development, coordination and implementation of energy efficiency programs in and around MCE’s service area. The Energy Efficiency Program is supported by grants from the California Public Utilities Commission.

**ACCOUNTING POLICIES**

MCE’s financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

**NOTES TO THE FINANCIAL STATEMENTS**

**YEARS ENDED MARCH 31, 2016 AND 2015**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**BASIS OF ACCOUNTING**

MCE's operations are accounted for as a governmental enterprise fund, and are reported using the economic resources measurement focus and the accrual basis of accounting – similar to business enterprises. Accordingly, revenues are recognized when they are earned and expenses are recognized at the time liabilities are incurred.

When both restricted and unrestricted resources are available for use, it is the MCE's policy to use restricted resources first, then unrestricted resources as they are needed.

**CASH AND CASH EQUIVALENTS**

For purpose of the Statements of Cash Flows, MCE has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments. Amounts restricted for debt service and collateral for energy efficiency loan program are not considered cash and cash equivalents. These restricted balances are presented separately in the Statement of Net Position.

**CAPITAL ASSETS AND DEPRECIATION**

MCE's policy is to capitalize furniture and equipment valued over \$500 that is expected to be in service for over one year. Depreciation is computed according to the straight-line method over estimated useful lives of three years for electronic equipment and seven years for furniture. Leasehold improvements are depreciated over 10 years.

**OPERATING AND NON-OPERATING REVENUE**

Operating revenues consists of revenue from the sale of electricity to customers and grant revenue related to the Energy Efficiency Program. Other revenues primarily consist of payments from energy suppliers that result from delays in energy deliveries. Interest income is considered "non-operating revenue".

**REVENUE RECOGNITION**

MCE recognizes revenue on the accrual basis. This includes invoices issued to customers during the period and electricity estimated to have been delivered but not yet billed. Management estimates that a portion of the billed amounts will not be collected. Accordingly, an allowance has been recorded.

**NOTES TO THE FINANCIAL STATEMENTS**

**YEARS ENDED MARCH 31, 2016 AND 2015**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**ELECTRICAL POWER PURCHASED**

During the normal course of business MCE purchases electrical power from numerous suppliers. The cost of electricity and ancillary services are recognized as “Cost of Electricity” in the Statements of Revenues, Expenses and Changes in Net Position.

To comply with the State of California’s Renewable Portfolio Standards (RPS) and self-imposed benchmarks, MCE acquires RPS eligible renewable energy evidenced by Renewable Energy Certificates (Certificates) recognized by the Western Renewable Energy Generation Information System (WREGIS). MCE obtains Certificates with the intent to retire them, and does not sell or build surpluses of Certificates. An expense is recognized at the point that the cost of the RPS eligible energy is due and payable to the supplier. MCE is in compliance with external mandates and self-imposed benchmarks.

**STAFFING COSTS**

MCE pays employees semi-monthly and fully pays its obligation for health benefits and contributions to its defined contribution retirement plan each month. MCE is not obligated to provide post-employment healthcare or other fringe benefits and, accordingly, no related liability is recorded in these financial statements.

**INCOME TAXES**

MCE is a joint powers authority under the provision of the California Government Code, and is not subject to federal or state income or franchise taxes.

**ESTIMATES**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**RECLASSIFICATIONS**

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation of the current-year financial statements.

**MARIN CLEAN ENERGY****NOTES TO THE FINANCIAL STATEMENTS****YEARS ENDED MARCH 31, 2016 AND 2015****2. CASH AND CASH EQUIVALENTS**

MCE maintains its cash in both interest and non-interest-bearing demand and term deposit accounts at River City Bank of Sacramento, California. MCE's deposits with River City Bank are subject to California Government Code Section 16521 which requires that River City Bank collateralize public funds in excess of the FDIC limit of \$250,000 by 110%. MCE monitors its risk exposure to River City Bank on an ongoing basis. MCE's Investment Policy permits the investment of funds in depository accounts, certificates of deposit and the Local Agency Investment Fund.

**3. ACCOUNTS RECEIVABLE**

Changes in accounts receivable were as follows:

	<u>2016</u>	<u>2015</u>	<u>2014</u>
Accounts receivable from customers	\$ 15,317,586	\$ 12,888,880	\$ 10,126,845
Allowance for uncollectible accounts	(3,100,000)	(2,360,000)	(1,030,274)
Net accounts receivable	<u>\$ 12,217,586</u>	<u>\$ 10,528,880</u>	<u>\$ 9,096,571</u>

The majority of account collections occur within the first few months following customer invoicing. MCE estimates that a portion of the billed accounts will not be collected. MCE continues collection efforts on accounts in excess of *de minimis* balances regardless of the age of the account. Although collection success generally decreases with the age of the receivable, MCE continues to have success collecting older accounts. The allowance for uncollectible accounts at the end of a period includes amounts billed during the current and prior fiscal years.

**4. CAPITAL ASSETS**

Changes in depreciable capital assets were as follows:

	<u>Furniture &amp; Equipment</u>	<u>Leasehold Improvements</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Balances at March 31, 2014	\$ 100,416	\$ 5,881	\$ (47,490)	\$ 58,807
Additions	51,836	325,511	(28,528)	348,819
Balances at March 31, 2015	152,252	331,392	(76,018)	407,626
Additions	85,591	125,589	(76,607)	134,573
Balances at March 31, 2016	<u>\$ 237,843</u>	<u>\$ 456,981</u>	<u>\$ (152,625)</u>	<u>\$542,199</u>

**MARIN CLEAN ENERGY****NOTES TO THE FINANCIAL STATEMENTS****YEARS ENDED MARCH 31, 2016 AND 2015****5. ADVANCES FROM GRANTOR**

MCE receives grant funding through the Public Utilities Commission of the State of California (CPUC) for its Energy Efficiency Program. Funds received are not recognized as revenue until they are expended for designated purposes. Total grant funding received for this Program during the fiscal year 2016 was \$172,000, and \$1,203,000 was spent and earned. In 2015, grant funding received was \$1,506,000 and \$1,030,000 was spent and earned. The Energy Efficiency Program receives additional grant funding under the Gas Public Purpose Program that is not received in advance. Revenue of \$332,000 and \$96,000 was recognized under this grant in fiscal years 2016 and 2015, respectively.

**6. DEBT****NOTES PAYABLE TO RIVER CITY BANK**

During the fiscal year ending March 31, 2016, MCE paid off both of its bank notes ahead of schedule.

Changes in notes payable were as follows:

	<u>Beginning</u>	<u>Payments</u>	<u>Ending</u>
Year ended March 31, 2015			
Note A	\$ 916,764	\$ (489,283)	\$ 427,481
Note B	2,176,669	(580,114)	1,596,555
Totals	<u>\$ 3,093,433</u>	<u>\$(1,069,397)</u>	2,024,036
Amounts due within one year			(1,035,409)
Amounts due after one year			<u>\$ 988,627</u>
Year ended March 31, 2016			
Note A	\$ 427,481	\$ (427,481)	\$ -
Note B	1,596,555	(1,596,555)	-
Totals	<u>\$ 2,024,036</u>	<u>\$(2,024,036)</u>	-
Amounts due within one year			-
Amounts due after one year			<u>\$ -</u>

**LINE OF CREDIT AND LETTERS OF CREDIT**

MCE enters into certain power purchase agreements which require MCE to post collateral in the form of cash or letter of credit. In order to comply with these requirements, MCE entered into a non-revolving, \$15,000,000 credit agreement with River City Bank (RCB) during fiscal 2015-16 that may be used for short term borrowing and to issue standby Letters of Credit used for performance security. RCB requires collateral for the line of credit of \$1,659,164 which is reported as restricted cash and restricted net position.



**NOTES TO THE FINANCIAL STATEMENTS**

**YEARS ENDED MARCH 31, 2016 AND 2015**

**6. DEBT (continued)**

During fiscal 2015-16, MCE posted standby Letters of Credit totaling \$7,300,000. As of March 31, 2016, MCE has not drawn any cash on the line of credit. Fees related to opening the line of credit and posting the letters of credit are reported as interest and related expenses. Subsequent to March 31, 2016, MCE amended the credit agreement with River City Bank to increase the line of credit limit to \$20,000,000 and allow for revolving use.

**7. DEFINED CONTRIBUTION RETIREMENT PLAN**

The Marin Clean Energy Plan (Plan) is a defined contribution retirement plan established by MCE to provide benefits at retirement to its employees. The Plan is administered by Nationwide Retirement Solutions. As of March 31, 2016, there were 31 plan members. MCE is required to contribute 10% of annual covered payroll to the Plan and contributed \$257,000 and \$177,000 during the years ended March 31, 2016 and 2015, respectively. The Plan includes vesting provisions intended to encourage employee retention. Plan provisions and contribution requirements are established and may be amended by the Board of Directors.

**8. RISK MANAGEMENT**

MCE is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year, MCE purchased insurance policies from investment grade commercial carriers to mitigate risks that include those associated with earthquakes, theft, general liability, errors and omissions, and property damage.

**9. PURCHASE COMMITMENTS**

**POWER AND ELECTRIC CAPACITY**

In the ordinary course of business, MCE enters into various power purchase agreements in order to acquire renewable and other energy and electric capacity. The price and volume of purchased power may be fixed or variable. Variable pricing is generally based on the market price of either natural gas or electricity at the date of delivery. Variable volume is generally associated with contracts to purchase energy from as-available resources such as solar, wind and small hydro-electric facilities.

**MARIN CLEAN ENERGY****NOTES TO THE FINANCIAL STATEMENTS****YEARS ENDED MARCH 31, 2016 AND 2015****9. PURCHASE COMMITMENTS (continued)**

The following table represents the expected, undiscounted, contractual obligations outstanding as of March 31, 2016:

Year ended March 31,	
2017	\$ 113,490,717
2018	108,981,210
2019	77,023,813
2020	51,774,332
2021	39,523,348
2022-42	433,386,229
	<u>\$ 824,179,649</u>

**SERVICE CONTRACTS**

As of March 31, 2016, MCE had contractual commitments to professional service providers through April 30, 2019 for services yet to be performed. Fees associated with these contracts are based on volumetric activity and are expected to be \$12.4 million.

**10. OPERATING LEASE**

Marin Clean Energy rents office space. Rental expense was \$179,000 and \$190,000 for the years ended March 31, 2016 and 2015, respectively. On March 9, 2015, MCE entered into a ten year non-cancelable lease for its office premise. The rental agreement includes an option to renew the lease for five additional years.

Future minimum lease payments under the lease are as follows:

Year ended March 31,	
2017	\$ 321,480
2018	417,216
2019	429,744
2020	442,632
2021	460,332
2022-25	2,032,992
	<u>\$ 4,104,396</u>

<b>MARIN CLEAN ENERGY</b>					
<b>OPERATING FUND</b>					
<b>BUDGETARY COMPARISON SCHEDULE</b>					
<b>April 1, 2015 through March 31 ,2016</b>					
	<b>Actual - from April 1 through March 31</b>		<b>YTD Budget (Amended)</b>	<b>YTD Budget Variance (Under) Over</b>	<b>YTD Actual/Budget %</b>
	<b>2014/15</b>	<b>2015/16</b>	<b>2015/16</b>	<b>2015/16</b>	<b>2015/16</b>
<b>REVENUE AND OTHER SOURCES:</b>					
Revenue - Electricity (net of allowance)	\$ 98,840,861	\$ 149,486,696	145,933,097	\$ 3,553,599	102%
Other revenues	292,208	645,231	-	645,231	0%
Total sources	99,133,069	150,131,927	145,933,097	4,198,830	103%
<b>EXPENDITURES AND OTHER USES:</b>					
<b>CURRENT EXPENDITURES</b>					
Cost of energy	87,996,399	124,095,977	129,035,714	(4,939,737)	96%
Staffing	2,060,396	3,103,941	3,142,000	(38,059)	99%
Technical consultants	520,602	629,139	629,000	139	100%
Legal counsel	298,104	354,884	387,000	(32,116)	92%
Communications consultants and related expenses	647,133	617,712	751,000	(133,288)	82%
Data manager	2,543,894	2,872,828	2,868,000	4,828	100%
Service fees- PG&E	736,336	864,310	921,000	(56,690)	94%
Other services	361,793	421,937	465,000	(43,063)	91%
General and administration	445,446	244,902	344,000	(99,098)	71%
Occupancy	-	227,764	260,000	(32,236)	88%
Integrated Demand side pilot programs	-	10,190	50,000	(39,810)	20%
Marin County green business program	15,000	-	10,000	(10,000)	0%
Solar rebates	3,500	5,600	35,000	(29,400)	0%
Total current expenditures	95,628,603	133,449,184	138,897,714	(5,448,530)	96%
CAPITAL OUTLAY	370,117	211,179	296,000	(84,821)	71%
DEBT SERVICE	1,193,880	2,168,896	2,148,000	20,896	101%
<b>INTERFUND TRANSFER TO:</b>					
Renewable Energy Reserve Fund	-	1,000,000	1,000,000	-	100%
Local Renewable Energy Development Fund	109,994	151,383	151,383	-	100%
Total expenditures	97,302,594	136,980,642	142,493,097	\$ (5,512,455)	96%
Net increase (decrease) in available fund balance	\$ 1,830,475	\$ 13,151,285	\$ 3,440,000	\$ 9,711,285	

<b>MARIN CLEAN ENERGY</b>				
<b>ENERGY EFFICIENCY PROGRAM FUND</b>				
<b>BUDGETARY COMPARISON SCHEDULE</b>				
<b>April 1, 2015 through March 31, 2016</b>				
	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Actual/Budget</b>
<b>REVENUE AND OTHER SOURCES:</b>				
Public purpose energy efficiency program	\$ 1,505,702	\$ 1,545,030	\$ (39,328)	102.61%
<b>EXPENDITURES AND OTHER USES:</b>				
<b>CURRENT EXPENDITURES</b>				
Public purpose energy efficiency program	1,505,702	1,492,246	13,456	99.11%
Net increase (decrease) in fund balance	\$ -	\$ 52,784		
<b>LOCAL RENEWABLE ENERGY DEVELOPMENT FUND</b>				
<b>BUDGETARY COMPARISON SCHEDULE</b>				
<b>April 1, 2015 through March 31, 2016</b>				
	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Actual/Budget</b>
<b>REVENUE AND OTHER SOURCES:</b>				
Transfer from Operating Fund	\$ 151,383	\$ 151,383	\$ -	100.00%
<b>EXPENDITURES AND OTHER USES:</b>				
Capital Outlay *	151,383	138,804	12,579	91.69%
Net increase (decrease) in fund balance	\$ -	\$ 12,579		
* Consists entirely of costs related to the Richmond Solar One facility				
<b>RENEWABLE ENERGY RESERVE FUND</b>				
<b>BUDGETARY COMPARISON SCHEDULE</b>				
<b>April 1, 2015 through March 31, 2016</b>				
	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Actual/Budget</b>
<b>REVENUE AND OTHER SOURCES:</b>				
Transfer from Operating Fund	\$ 1,000,000	\$ 1,000,000	\$ -	100.00%
<b>EXPENDITURES AND OTHER USES:</b>				
	-	-	-	-
Net increase (decrease) in fund balance	\$ 1,000,000	\$ 1,000,000		



Kathrin Sears, Chair  
County of Marin

Tom Butt, Vice Chair  
City of Richmond

Bob McCaskill  
City of Belvedere

Alan Schwartzman  
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Sloan C. Bailey  
Town of Corte Madera

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Bob Simmons  
City of Walnut Creek

1125 Tamalpais Avenue  
San Rafael, CA 94901

1 (888) 632-3674

**DRAFT**

**Board of Directors Meeting  
Thursday, August 18, 2016  
7:00 P.M.**

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

**Agenda Page 1 of 2**

1. Swearing In of New Board Members (Discussion/Action)
2. Board Announcement (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 6.16.16 Meeting Minutes
  - C.2 Approved Contracts Update
  - C.3 Amendment to the MCE Conflict of Interest Code
  - C.4 Amendment to MCE Policy 003 – Records Retention
  - C.5 Monthly Budget Update
6. Board Member Assignment to Standing Committees (Discussion/Action)
7. Amendment 12 to MCE Joint Powers Agreement (Discussion/Action)



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**DRAFT**

**Board of Directors Meeting**  
**Thursday, August 18, 2016**  
**7:00 P.M.**

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

**Agenda Page 2 of 2**

- 8. 1125 Tamalpais Solar and EV Station Development Project (Discussion/Action)**
- 9. Transportation Fund for Clean Air Funding Agreement between MCE and the Bay Area Air Quality Management District (BAAQMD) (Discussion/Action)**
- 10. FY 2016/17 Budget Amendment (Discussion/Action)**
- 11. FY 2015/16 Financial Statement Presentation (Discussion)**
- 12. Board Member & Staff Matters (Discussion)**
- 13. Adjourn**



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