



Executive Committee Meeting
Friday, July 7, 2017
12:00 P.M.

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Don Tatzin
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

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

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 6.2.17 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 Proposed First Amendment to the First Agreement with Free Range
5. Preview of New Communities from Contra Costa County (Discussion)
6. Renewal of Line of Credit with River City Bank (Discussion/Action)
7. MCE Contra Costa Office (Discussion)
8. MCE Name Change Update (Discussion)



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Agenda Page 2 of 2

9. Review Draft 7.20.17 Board Agenda (Discussion)

10. Committee Member & Staff Matters (Discussion)

11. Adjourn



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DRAFT

MCE

EXECUTIVE COMMITTEE MEETING

Friday, June 2, 2017

12:00 P.M.

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

Roll Call

Present: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Tom Butt, Chair, City of Richmond
Barbara Coler, Town of Fairfax
Kevin Haroff, City of Larkspur
Kate Sears, County of Marin

Absent: Ford Greene, Town of San Anselmo
Bob McCaskill, City of Belvedere

Staff: Katie Gaier, Human Resources Manager
Paul Liotsakis, Customer Programs Manager
David McNeil, Finance Manager
Dawn Weisz, CEO

Action Taken:

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

- C.1 Approval of 4.7.17 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 New MCE Staff Position
- C.4 Revised MCE Staff Positions
- C.5 Engagement Letter with PricewaterhouseCoopers Advisory Services, LLC

ACTION: It was M/S/C (Bailey/Sears) to **approve Consent Calendar Items C.1 through C.5**. Motion carried by unanimous 6-0 vote. (Abstain from C.1: Director Coler) (Absent: Directors Greene and McCaskill)

Agenda Item #5 – Deep Green Update (Discussion)

ACTION: No action was required.

Agenda Item #6 – MCE Name Change Update (Discussion)

ACTION: No action was required.

Agenda Item #7 – Proposed Resolution 2017-05 Authorizing Execution of California Energy Commission Grant Agreement for MCE’s Building Energy Optimization (Discussion/Action)

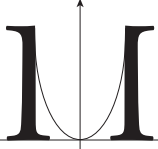
ACTION: It was M/S/C (Haroff/Sears) to **adopt proposed Resolution No. 2017-05 authorizing the Chief Executive Officer and Executive Committee Chair to execute a grant agreement with the CEC for MCE’s “Building Efficiency Optimization” Project, upon receipt of a CEC-approved grant agreement package, and authorizing MCE staff to coordinate with the CEC as needed to make any necessary technical/non-material revisions to provisions of the grant agreement.** Motion carried by unanimous 6-0 vote. (Absent: Directors Greene and McCaskill)

The meeting was adjourned to the next scheduled Executive Committee Meeting on July 7, 2017.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



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

Financial Plumblines

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 May 31, 2017, 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
June 20, 2017



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through May 31, 2017**

	Actual - from April 1 through May 31		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Actual/Budget %	Annual Budget (Amended)	Budget Remaining
	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 23,710,012	\$ 32,385,742	\$ 30,820,752	\$ 1,564,990	105.08%	\$ 198,711,000	\$ 166,325,258
Other revenue	32,592	4,922	1,667	3,255	295.32%	10,000	5,078
TOTAL ENERGY REVENUE	<u>23,742,604</u>	<u>32,390,664</u>	<u>30,822,419</u>	<u>1,568,245</u>	<u>105.09%</u>	<u>198,721,000</u>	<u>166,330,336</u>
ENERGY EXPENSES							
Cost of energy	20,780,390	26,756,146	28,185,964	(1,429,818)	94.93%	174,042,000	147,285,854
Service fees- PG&E	152,006	228,629	247,539	(18,910)	92.36%	1,487,000	1,258,371
TOTAL ENERGY EXPENSES	<u>20,932,396</u>	<u>26,984,775</u>	<u>28,433,503</u>	<u>(1,448,728)</u>	<u>94.90%</u>	<u>175,529,000</u>	<u>148,544,225</u>
NET ENERGY EXPENSES	<u>2,810,208</u>	<u>5,405,889</u>	<u>2,388,916</u>	<u>3,016,973</u>		<u>23,192,000</u>	
OPERATING EXPENSES							
Personnel	629,766	859,217	1,040,167	(180,950)	82.60%	6,241,000	5,381,783
Data manager	485,871	600,264	631,575	(31,311)	95.04%	3,794,000	3,193,736
Technical and scheduling services	89,325	112,156	117,513	(5,357)	95.44%	806,000	693,844
Legal counsel	76,052	65,792	124,000	(58,208)	53.06%	744,000	678,208
Communications services and related expenses	120,732	70,632	188,833	(118,201)	37.40%	1,133,000	1,062,368
Other services	76,679	69,026	173,000	(103,974)	39.90%	1,038,000	968,974
General and administration	47,869	88,554	94,500	(5,946)	93.71%	567,000	478,446
Occupancy	61,392	77,793	87,500	(9,707)	88.91%	525,000	447,207
Integrated demand-side pilot programs	-	8,961	68,000	(59,039)	13.18%	408,000	399,039
Marin County green business program	-	-	-	-	0.00%	10,000	10,000
Low income solar programs	8,500	-	6,667	(6,667)	0.00%	40,000	40,000
TOTAL OPERATING EXPENSES	<u>1,596,186</u>	<u>1,952,395</u>	<u>2,531,755</u>	<u>(579,360)</u>	<u>77.12%</u>	<u>15,306,000</u>	<u>13,353,605</u>
OPERATING INCOME (LOSS)	<u>1,214,022</u>	<u>3,453,494</u>	<u>(142,839)</u>	<u>3,596,333</u>		<u>7,886,000</u>	
NONOPERATING REVENUES							
Grant Income			59,417	(59,417)	0.00%	713,000	713,000
Interest income	11,179	35,602	21,667	13,935	164.32%	130,000	94,398
TOTAL NONOPERATING REVENUES	<u>11,179</u>	<u>35,602</u>	<u>81,083</u>	<u>(45,481)</u>		<u>843,000</u>	<u>807,398</u>
NONOPERATING EXPENSES							
Interest expense and financing costs	32,515	-	-	-	0.00%	168,000	168,000
Depreciation (supplemental)	13,811	17,701	20,167	(2,466)	87.77%	121,000	103,299
TOTAL NONOPERATING EXPENSES	<u>46,326</u>	<u>17,701</u>	<u>20,167</u>	<u>(2,466)</u>		<u>289,000</u>	<u>271,299</u>
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(35,147)</u>	<u>17,901</u>	<u>60,917</u>	<u>(43,016)</u>	<u>29.39%</u>	<u>554,000</u>	
CHANGE IN NET POSITION	<u>1,178,875</u>	<u>3,471,395</u>	<u>(81,922)</u>	<u>3,553,317</u>		<u>8,440,000</u>	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	15,092	83,058	61,167	21,891	135.79%	367,000	283,942
Depreciation (supplemental)	(13,811)	(17,701)	(20,167)	2,466	87.77%	(121,000)	(103,299)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-	-	-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	100.00%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>1,174,281</u>	<u>251,357</u>	<u>227,000</u>	<u>24,357</u>	<u>110.73%</u>	<u>432,000</u>	<u>180,643</u>
Net increase (decrease) in available fund balance	<u>\$ 4,594</u>	<u>\$ 3,220,038</u>	<u>\$ (308,922)</u>	<u>\$ 3,528,960</u>		<u>\$ 8,008,000</u>	

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through May 31, 2017**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,691,000	\$ 161,237	\$ 1,529,763	9.54%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>26,420</u>	<u>1,723,580</u>	1.51%
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>187,657</u>	<u>3,253,343</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	161,237	1,529,763	9.54%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>26,420</u>	<u>1,723,580</u>	1.51%
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>187,657</u>	<u>3,253,343</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through May 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	<u>186,000</u>	<u>6,997</u>	<u>179,003</u>	3.76%
Net increase (decrease) in fund balance	<u>\$ -</u>	179,003		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>179,003</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through May 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Other proceeds *	\$ 800,000	\$ 777,962	\$ 761,350	97.25%
Transfer from Operating Fund	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total revenue and other sources	<u>\$ 800,000</u>	<u>\$ 777,962</u>	<u>\$ 761,350</u>	
EXPENDITURES AND OTHER USES:				
	<u>225,000</u>	<u>-</u>	<u>225,000</u>	0.00%
Net increase (decrease) in fund balance	<u>\$ 575,000</u>	777,962		
Fund balance at beginning of period		<u>443,721</u>		
Fund balance at end of period		<u>\$ 1,221,683</u>		

Other proceeds relate to the transfer of the Solar One project .

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2017 through May 31, 2017

	Actual
Other services	
Accounting	\$ 24,000
IT Consulting	18,000
Human resources & payroll fees	1,199
Miscellaneous professional fees	25,827
Other services	\$ 69,026
 General and administration	
Data and telephone service	\$ 5,725
Office equipment lease	907
Dues and subscriptions	16,308
Conferences and professional education	9,211
Travel	10,226
Business meals	1,167
Miscellaneous administration	38,033
Office supplies and postage	6,977
General and administration	\$ 88,554



July 7, 2017

TO: MCE Executive Committee

FROM: Nicole Busto, Deputy Director, Marketing Communications

RE: Proposed First Amendment to the First Agreement with Free Range (Agenda Item #04 – C.3)

ATTACHMENTS: A. Proposed First Amendment to the First Agreement with Free Range
B. First Agreement with Free Range

Dear Executive Committee Members:

Summary:

Free Range is providing video production services to MCE for two television-quality videos. The goals of the videos are to increase customer enrollments in Deep Green energy service and increase the brand recognition of MCE. During the scripting process, MCE staff determined that the videos would need to feature the diversity of MCE's customers, partners, and service area. In order to do so, an additional day of filming is necessary. Staff recommends approval of the First Amendment to the First Agreement with Free Range in the amount of \$3,000 for an additional full day of filming with a three-person skeleton crew for scenes not requiring audio recording.

Fiscal Impacts: Costs related to the proposed contract amendment are included in the FY 2017/18 Operating Fund Budget.

Recommendation:

Approve the Proposed First Amendment to the First Agreement with Free Range.

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

This FIRST AMENDMENT is made and entered into on JULY 7, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as “MCE”) and FREE RANGE (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide video development services as directed by MCE staff dated May 18, 2017 (“Agreement”); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$61,874 for the video development services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$3,000 for a total not to exceed \$64,874, and to modify the Scope of Work to include an additional eight hours of filming services.

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 **\$64,874**.

2. The last sentence of Item h. in Section 2 of Exhibit A is hereby amended to read as follows:

Contractor will provide a one-day (10 hours) live action docu-style film shoot that will cover both videos, and one additional eight-hour day of shooting with a three-person skeleton crew, using the same camera package without lighting or sound equipment, for scenes in the script that do not require sound.

3. The second item listed in the fee schedule in Exhibit B is hereby amended as follows:

20% due prior to shoot day	\$15,375
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4. The second sentence of the last paragraph 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 \$64,874 for the term of the Agreement.

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

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND FREE RANGE**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **May 18, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and FREE RANGE, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: develop two television videos for marketing and educational purposes;

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 based on the schedule set forth in Exhibit B for any services rendered or expenses incurred hereunder. Invoice payment shall be due upon receipt. 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 **\$61,874**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **May 18, 2017**, and shall terminate on **September 30, 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. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall be fully responsible for the work product of subcontractors and shall fully indemnify MCE for work assigned to subcontractors. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

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

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; NOTICES

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

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

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

Notices shall be given to Contractor at the following address:

Contractor: Free Range, Attn: Naoto DeSilva
 Address: 995 Market Street, 2nd Floor
 San Francisco, CA 94103
 Email Address: naoto@freerange.com
 Telephone No.: (510) 838-0309

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	NDS
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	NDS

21. SEVERABILITY

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

22. COMPLETE AGREEMENT

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

23. COUNTERPARTS

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

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

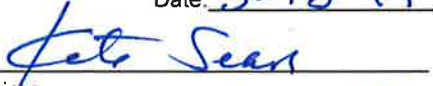
Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

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

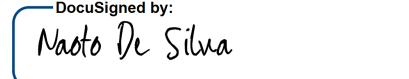
APPROVED BY

Marin Clean Energy:

By: 
CEO
Date: 5-18-17

By: 
Chairperson
Date: 5-18-17

CONTRACTOR:

DocuSigned by:

By: B711B29D54CA4E0

Name: Naoto De Silva

Date: May 22, 2017



MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: Sections 3, 6, 8

Approved by MCE Counsel: 

Date: 5/16/17

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following services regarding two television videos for marketing and educational purposes, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

1. Create two television quality videos with the goal in mind to increase customer enrollments in Deep Green energy service, increase the brand recognition of MCE, and to address MCE's evolving marketing needs. The videos will be featured as Comcast television spotlight ads for a fixed period of time.
 - a. One video furthering MCE's multi-channel Deep Green ad campaign, showing how renewable energy integrates with customers' values and lifestyles. Contractor shall complete this video by August 1, 2017.
 - b. One video welcoming new and potential MCE customers to the MCE family of 24 communities showing how their individual contributions can have a regional and global impact.
2. Video Production Services for the two videos include:
 - a. Provide approximately 30-45 second cut of each of the two videos listed above and approximately 5-15 second cut of each of the two videos listed above. The shorter versions will be for digital pre-roll ads and will not be of broadcast quality.
 - b. Project Kickoff – Includes customization and review of video questionnaire completed by MCE and provided by Free Range, 1 hour kickoff session with Free Range and MCE, delivery of 2 to 3 video concepts per video in live action production style. 1 round of revision for video concepts by MCE is included per video.
 - c. Provide creative direction that incorporates the MCE brand, utilizes approaches that engage the audience, and ensures storytelling goals between the two videos. MCE will provide brand guidelines upon execution of the Agreement.
 - d. Contractor will provide 1 production-ready script per video for a total of 2 scripts. 2 rounds of script revisions by MCE are included per video.
 - e. Work with MCE team to set the direction for filming, including: identifying shot lists based on content narratives, and developing talking points and/or scripts for film participants for interviews and voiceovers where applicable. Contractor shall provide pre-production planning for shotlist, location scouting, crew assembly and on set direction. Based on finalized script, Contractor will coordinate all aspects of live video production.
 - f. Identify and collaboratively design the necessary video, graphic, and sound elements for the videos.
 - g. Ensure fidelity to the established branding and design throughout the entire video production process.
 - h. Work with the MCE team to develop an approach to conducting field shoots and prepare on-site locations for filming. Preparations include: reviewing shot lists with the MCE team; scouting the location prior to filming; and altering the physical environment and/or adapting the filming approach to ensure minimal disruptions to film participants. Contractor will provide a 1 day (10 hour), live action docu-style film shoot that will cover both videos.
 - i. Work with MCE staff to conduct field filming in dynamic environments, including but not limited to: schools, homes, and work sites, to capture all footage required to make the videos, as well as necessary permits (if applicable).
 - j. Work with MCE team to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming. MCE is entitled to 2 rounds of revision during Post-production for video editing (rough cut, fine cut, final cut). **Note additional filming is not included in the budget.*
 - k. Edit to final production professional grade copy with absolute attention to detail on all video, graphic, and sound elements. Preparation for broadcast quality videos includes, color correction, sound design, sound mix, and music editing by Contractor.
 - l. Contractor will include music licensing for 4 months in broadcast media. MCE will be responsible for any additional costs for continued licensing beyond stipulated 4-month period for broadcast purposes.

- m. Provide MCE staff with unedited raw footage and rough cuts of all filming sessions for MCE to save, review and otherwise use without limitation at any point during and after fulfillment of the contract.
- n. Provide project management to ensure alignment with overall project timeline; work with MCE team to set and track project milestones in accordance with overall timeline; provide routine status updates; manage costs of time and materials to remain within budget; proactively identify and communicate challenges; coordinate quality control of all development work and deliverables.

EXHIBIT B
FEEES AND PAYMENT SCHEDULE

For services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

45% due upon execution of contract	\$27,843
20% due prior to shoot day	\$12,375
15% due upon start of post production	\$ 9,281
20% remaining due upon receipt of deliverables	\$12,375

Contractor shall bill MCE pursuant to the payment schedule listed above. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$61,874** for the term of the Agreement.



July 7, 2017

TO: MCE Executive Committee

FROM: Alex DiGiorgio, Deputy Director of Community Development

RE: Preview of New Communities from Contra Costa County (Agenda Item #05)

ATTACHMENTS: A. Policy 007 – New Customer Communities
B. MCE Affiliate Membership Process
C. MCE Membership Application Checklist

Dear Executive Committee:

Background on CCA in California

Community choice aggregation (CCA) programs have continued to emerge throughout California, including well over 80 different jurisdictions. In 2016 and 2017 CCA service was launched by San Francisco's CleanPowerSF (service began Q2 2016); San Mateo County's Peninsula Clean Energy (service began Q3 2016); Apple Valley Choice Energy (service began Q2 2016) and Santa Clara County's Silicon Valley Clean Energy Authority (service began Q4 2016).

Elsewhere in California, cities and counties are joining together to form CCA programs. The multi-county structure appears to be gaining popularity as San Luis Obispo, Santa Barbara, and Ventura Counties consider joining together, much like Santa Cruz, Monterey, and San Benito Counties did approximately three years ago. Multiple jurisdictions in the LA County Area have passed resolutions to explore CCA, and similar mobilization is occurring from Humboldt to San Diego. Mendocino County has joined Sonoma Clean Power, although not all incorporated jurisdictions have done so.

Background on MCE Inclusion Process

On September 29, 2016, your Board authorized a six-month inclusion period for interested Contra Costa communities to complete the steps required to join MCE as a member. The inclusion period was established to create efficiencies in workflow, achieve economies of scale, and streamline procurement procedures.

During the seven-month inclusion period (December 1, 2016 – June 30, 2017¹) each of the following jurisdictions completed all membership steps to join MCE, to be effective on the date of MCE Board approval. The requisite Council vote and/or CCA ordinance was passed in each jurisdiction on the following dates:

¹ MCE agreed to accommodate a one-month extension request by Contra Costa County and a majority of its eligible cities, which revised the deadline from May 31 to June 30, 2017.

1. Moraga – April 26, 2017
2. Contra Costa County (unincorporated) – May 2, 2017
3. Danville – May, 2 2017
4. Oakley – May 9, 2017
5. Pittsburg – May 15, 2017
6. Pinole – May 16, 2017
7. Concord – May 23, 2017
8. Martinez – June 7, 2017
9. San Ramon – June 27, 2017 (*The second reading of the ordinance is scheduled for San Ramon's July 11th meeting*)



New MCE Member Community Overview

Information is provided below regarding each of the cities that have completed required membership steps under the inclusion period that concluded on June 30:

- The **Town of Moraga** spans approximately 9.4 square miles in the central-western part of the County commonly known as 'Lamorinda' (the combined name of three incorporated jurisdictions: Lafayette, Moraga, and Orinda). As of 2010, the Town has a population of just over 16,000. Moraga's Town Council was the first to vote to join MCE in 2017.

- **Contra Costa County** (unincorporated) was one of the original 27 counties of California and is home to approximately 170,000 people. It spans more than 800 square miles and is by far the most heavily populated prospective MCE jurisdiction. Correspondingly, it also represents the single largest electricity load—approximately 25% of the combined load of all eligible incorporated and unincorporated communities. The cities of Concord and Pittsburg together represent another 25%. Contra Costa (aka “CoCo”) is a dynamic jurisdiction in terms of geography and demographics, and includes Mt. Diablo, historic Delta communities, extensive Bay shore borders, multiple oil refineries and heavy industry, rich agricultural lands, and a broad array of ethnic groups, foreign languages, and socio-economic diversity.
- The **Town of Danville** is located within the San Ramon Valley in the southwestern part of the County and is home to approximately 45,000. The incorporated area spans approximately 18 square miles.
- The **City of Oakley** is located in the eastern-most part of the County along the Delta and is home to approximately 40,600. The City incorporated relatively recently (1999) and spans just over 16 square miles. Oakley has been exploring CCA generally, and MCE membership specifically, for longer than most other jurisdictions seeking membership this inclusion period. In 2016, Oakley nearly joined MCE along with Lafayette and Walnut Creek. The City’s moto is “A Place for Families in the Heart of the Delta.”
- The **City of Pittsburg** is located along the County’s northern waterfront and is home to more than 70,000. It is well known for its rich history, ethnic diversity, heavy industry, and busy riverfront areas. It has substantial Latino, Asian, Pacific Islander, and African-American communities, and spans nearly 20 square miles. Pittsburg has the third largest electricity load among this year’s prospective new communities. The City also has a small municipal utility (Island Energy) located within its borders, which serves Mare Island with gas and electricity services. For this reason, the City has had the help of seasoned energy professionals as it explored the possibility of joining MCE.
- The **City of Pinole** is among the County’s smallest jurisdictions and is home to approximately 20,000. It has a sizable Latino population and spans approximately 13.5 square miles. The downtown area has many turn-of-the-century buildings, which contrast with the many “big box” stores closer to the Hilltop Mall boarder. Pinole’s MCE inclusion would complete West Contra Costa County’s membership, along with Richmond, San Pablo, and El Cerrito.
- The **City of Concord** is Contra Costa’s largest incorporated jurisdiction with a population of nearly 130,000 and more than 30.5 square miles within its borders. It is located toward the geographic center of the County at the base of Mt. Diablo and is home to many large businesses. The City has two BART stations and about one-fifth of the County’s population reportedly commutes to Concord for work. Concord alone represents more than 12% of MCE’s prospective additional electricity load, the second largest among all applicant communities. The Concord Naval Weapons Station is a focus of the City’s redevelopment efforts

and it is widely considered to be an ideal site for innovative renewable energy projects. Chevron and PG&E are among the City's largest employers.



- The **City of Martinez** is the County seat and is home to just under 40,000. It is well known for its historic architecture, vibrant history, and large nearby oil refineries. Multiple building trades unions have their union halls located within the City. Martinez is well known for being the home of John Muir, whose spirit of conservationism continues to color the City's identity.
- The **City of San Ramon** is the namesake jurisdiction of the San Ramon Valley in the southwestern part of the County and is home to approximately 75,000. Its Bishop Ranch office park development is occupied by offices of multiple large corporations, including Chevron and AT&T. PG&E is among the City's largest employers.

The next step required to complete membership is MCE Board approval subject to a positive result of a quantitative membership analysis for the purpose of determining projected environmental benefits (e.g. incremental increases in renewable energy deliveries and expected reductions in greenhouse gases (GHGs) related to electric energy consumption) and rate/financial impacts related to the addition of customers located within the aforementioned jurisdictions. This analysis will be presented to your Board at the regular July Board meeting.

Recommendation: Discussion item only.

Agenda Item #05: Inclusion of New Communities 2017 Presentation



Inclusion of New Communities

July 2017

MCE Inclusion Background

September 25, 2013: MCE Board Retreat

- Board approved Policy 007: New Customer Communities

2013, 2014, and 2015

- Inclusion of five new communities
 - Richmond; Napa County; San Pablo; El Cerrito; Benicia
- Ad Hoc Inclusion Committee established June 15, 2015

September 17, 2015: MCE Board Retreat

- Adjustments to Policy 007
- Adjustments to MCE Affiliate Membership Process to minimize cost, reduce staff impacts, and create efficiency
- Formal six-month inclusion period initiated for communities expressing interest (Napa Cities, Davis, Yolo County & Contra Costa Cities) October 2015 – March 2016

MCE Inclusion Background

Spring 2016

- Seven new communities added to MCE Board Membership
 - Napa: American Canyon, Calistoga, Napa, St. Helena, Yountville
 - Contra Costa: Lafayette & Walnut Creek

September 29, 2016: MCE Board Retreat

- No changes recommended to MCE Policy 007
- Approved Inclusion Period for Contra Costa County & Cities
 - December 2016 to May 2017, extended to June 2017

July 2017

- Nine jurisdictions completed MCE membership requirements
 - Contra Costa County (unincorporated)
 - Concord, Danville, Martinez, Moraga, Pittsburg, Pinole, Oakley, San Ramon

Prospective MCE Service Area

Communities seeking MCE membership:

1. Contra Costa County (unincorporated)
2. Concord
3. Danville
4. Martinez
5. Moraga
6. Oakley
7. Pinole
8. Pittsburg
9. San Ramon



Questions?

Agenda Item #05: Inclusion of New Communities 2017 Presentation





POLICY NO. 007 – NEW CUSTOMER COMMUNITIES

Whereas MCE’s founding mission is to address climate change by using a wide range of renewable energy sources, reducing energy related greenhouse gas emissions and promoting the development of energy efficiency programs; and

Whereas creating opportunities for customer electric service in new communities may allow MCE to further progress towards its founding mission; and

Whereas MCE currently provides a minimum 50% renewable energy supply to all MCE customers (through its default Light Green retail service option), which substantially exceeds similar renewable energy supply percentages provided by California’s investor-owned utilities (IOUs); and

Whereas the inclusion of new communities to MCE’s membership will increase state-wide renewable energy percentages due to 1) MCE’s specified minimum renewable energy supply percentage of 50%, and 2) access to its 100% renewable option; and

Whereas the inclusion of new communities to MCE’s membership will also decrease greenhouse gas emissions within the Western United States as a result of minimum renewable energy supply percentages exceeding such percentages provided by California’s IOUs; and

Whereas the inclusion of new communities reaffirms the viability of community choice aggregation, and provides an incentive for other cities and counties to pursue more renewable energy options within their own jurisdictions.

Therefore, it is MCE’s policy to explore and support customer electric service in new communities to further agency goals.

In consideration of the above MCE may allow access to service in new communities through two channels, affiliate membership or special-consideration membership, as applicable.

Affiliate membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is not more than 30 miles from MCE existing county jurisdiction, and
3. Customer base in new community is 40,000 or less or is within a County already served by MCE.

Special-consideration membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is more than 30 miles from MCE existing jurisdiction and/or the customer-base in the new community is greater than 40,000.



MCE Affiliate Membership Process

Step 1: Governing body submits letter to MCE from new community jurisdiction, requesting consideration as a member.

Step 2: Staff evaluates request to determine: (a) if internal resources are available to consider new membership, and (b) if a formal 'inclusion period' is in effect or should be offered to create staff efficiencies.

Step 3: MCE staff request Membership Application from new community governing body.

Step 4: Membership Application submitted to MCE. Request submitted to MCE Board to consider adherence to criteria D, E, F and G below, and to authorize membership of new community, subject to a net positive result in quantitative membership analysis by staff.

Step 4: Following MCE Board approval, staff executes agreement with governing body of new jurisdiction to fund costs of membership analysis (cost waived under inclusion period). Staff undertakes and completes analysis, with primary focus on quantitative criteria A, B and C below. If needed, re-analysis may be conducted over time to account for varying market conditions.

Step 5: Results of membership analysis presented to MCE Board. 1). If quantitative affiliate membership criteria are met, MCE Board adopts resolution to include municipality in MCE Joint Powers Authority membership. 2). If quantitative criteria are not met but other compelling criteria are present, Board may consider approval of membership.

Step 6: Mayor/Board President of new jurisdiction executes JPA Agreement.

Step 7: MCE submits updated Implementation Plan to CPUC.

Membership Criteria:

- A. Including new community is projected to result in a neutral or positive fiscal impact for MCE and the existing customer base.
- B. Including new community will enhance strength of local programs, including an increase in distributed generation, and will accelerate greenhouse gas reductions on a larger scale.
- C. Including new community will increase the amount of renewable energy being used in California's energy market.
- D. There will be an increase in opportunities to launch and operate MCE energy efficiency programs to reduce energy consumption and reliance on fossil fuels.
- E. New opportunities are available to deploy local solar and other distributed renewable generation through the MCE Net Energy Metering Tariff and Feed in Tariff.
- F. Greater demand for jobs and economic activity is likely to result from service in new community.
- G. Inclusion of new community is likely to create stronger voice for MCE at the State and regulatory level.

MCE Membership Application Checklist

- ✓ Request for load data for PG&E signed by Mayor, City Manager, Board president or Chief County Administrator
- ✓ County assessor data for all building stock in jurisdiction
- ✓ Adoption of a resolution requesting membership in MCE
- ✓ Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10) to join MCE's CCA program, adopted governing Board, subject to MCE Board approval
- ✓ Executed 'Agreement for Services' or 'Memorandum of Understanding' (if during inclusion period) to cover:
 - Community agrees to publicize and share information about MCE with community during the 6 month enrollment period. Options to publicize include but are not limited to website, social media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by MCE at community offices.
 - Community agrees to provide desk space for up to 2 MCE staff during the 6 month enrollment period, and agrees to consider ongoing desk space availability if needed for effective and efficient outreach.
 - Community agrees to assign staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other community staff and officials, as well as provide input and high-level assistance on community outreach.
 - Community agrees to cover of quantitative analysis cost, not to exceed \$10,000; waived under inclusion period.



DRAFT

**Board of Directors Meeting
Thursday, July 20, 2017
7:00 P.M.**

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

Agenda Page 1 of 2

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Don Tatzin
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

P. Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

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mceCleanEnergy.org

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 5.18.17 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Proposed First Agreement with Czarnecki-Yester Consulting Group, LLC
5. Resolution 2017-XX Approving Third Amendment to River City Bank Revolving Credit Agreement in the Principal Amount of \$25,000,000 (Discussion/Action)
6. Receive Economic Impact Analysis and Consider 1. Resolution 2017-XX Approving the Cities of XXX and the County of Contra Costa as MCE Members; 2. Amendment XX to the MCE JPA Agreement; and 3. Resolution 2017-XX [Approving Contracting Authorities] (Discussion/Action)
7. Customer Programs Update (Discussion)



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DRAFT

**Board of Directors Meeting
Thursday, July 20, 2017
7:00 P.M.**

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

Agenda Page 2 of 2

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Don Tatzin
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

P. Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

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- 8. Update on MCE Naming Considerations (Discussion)
- 9. Board Member & Staff Matters (Discussion)
- 10. Adjourn



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