



MARIN ENERGY AUTHORITY
BOARD MEETING
THURSDAY, AUGUST 5, 2010
7:00 pm

SAN RAFAEL COUNCIL CHAMBERS AT CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA

Page 1 of 1

TOM CROMWELL
City of Belvedere

LEW TREMAINE
Town of Fairfax

CHARLES MCGLASHAN
County of Marin

SHAWN MARSHALL
City of Mill Valley

BARBARA THORNTON
Town of San Anselmo

DAMON CONNOLLY
City of San Rafael

JONATHAN LEONE
City of Sausalito

RICHARD COLLINS
Town of Tiburon

1. **Public Open Time (Discussion)**
2. **Interim Director's Report (Discussion)**
3. **Consent Calendar (Discussion/Action)**
 - C-1. **Approval of Minutes from Regular Meeting on 7-1-10 and Special Meeting on 7-21-10**
 - C-2. **Approval of Third Addendum to Professional Services Agreement with Maher Accountancy**
 - C-3. **Approval of Second Professional Services Agreement with Maher Accountancy**
 - C-4. **Approval of First Addendum to Professional Services Agreement with Descom Studios**
 - C-5. **Approval of First Addendum to Professional Services Agreement with BMWL**
4. **Quarterly Update Regarding Fiscal Year 2010-11 Budget and Adjustments to Budget (Discussion/Action)**
5. **Election of Chair, Vice-Chair and Secretary (Discussion/Action)**
6. **Resolution Endorsing PACE Programs (Discussion/Action)**
7. **Board Member & Staff Matters (Discussion)**
8. **Adjourn**

Marin Clean Energy is a program of the Marin Energy Authority, a publicly approved, not-for-profit joint powers authority.



Late agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive #329, San Rafael, CA 94903. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request an alternate format by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MEA program, service or activity, you may request an accommodation by calling (415) 507-2813 (voice) or 711 for the California Relay Service or by e-mail at disabilityaccess@co.marin.ca.us not less than **four work days** in advance of the event.



MARIN ENERGY AUTHORITY
THURSDAY, July 1, 2010
7:00 p.m.
MARIN COUNTY EMPLOYMEE RETIREMENT ASSOCIATION,
BOARD ROOM
1 McInnis Parkway, San Rafael, California

Roll Call

Present: Charles McGlashan, County of Marin, Chair
Shawn Marshall, City of Mill Valley, Vice-Chair
Damon Connolly, City of San Rafael
Richard Collins, Town of Tiburon
Jonathan Leone, City of Sausalito
Lew Tremaine, Town of Fairfax
Barbara Thornton, Town of San Anselmo

Absent: Tom Cromwell, City of Belvedere

Staff: Dawn Weisz, MEA Interim Executive Director
Elizabeth Rasmussen, MEA Project Manager
Jamie Tuckey, MEA Project Coordinator
Jordis Witter Weaver, MEA Administrative Assistant
Greg Stepanicich, General Counsel

1. Public Open Time

Member of the public, Barbara George gave a report about current CPUC filings.
Member of the public, Gordon Bennett gave a report on the first passive house in Point Reyes.

2. Interim Director's Report

Project Manager Elizabeth Rasmussen reported on the following items:

- General Rate Case
- Two applications for rehearing
- SSJID
- ERRRA

Interim Director Dawn Weisz reported on the following items:

- Ad Hoc Rate Committee
- Phase 1B enrollment
- Phase 1 A update
- PG&E/MEA bill

- PACE program
- Net Metering Workshop on July 15

3. Consent Calendar:

- C-1. Approval of Minutes from Regular Meeting on 6-3-10
- C-2. Approval of Fourth Addendum to Professional Services Agreement with Navigant Consulting
- C-3. Addition of Low Income CARE Rate Option for Rate Schedule RES-6
- C-4. Letter Agreements Regarding \$950,000 Credit Agreement and \$500,000 Revolving Credit Agreement
- C-5. Approval of Second Addendum to Agreement with Maher Accountancy

Director Thornton made a motion to amend the minutes since director Tremaine's name is misspelled.

Chair McGlashan asked for a motion.

M/s, Connolly/Marshall, (passed 7-0-0) to approve the Consent Calendar as amended.

4. Approval of Lease Agreement with Seagate Properties for MEA Office Space (Discussion/Action)

M/s, Tremaine/Marshall, (passed 7-0-0) to give the authority to the Chair of the Board to sign the lease agreement with Seagate Properties.

5. Communications Update and Recommendations for Actions from Executive Committee (Discussion/Action)

Kiki La Porta, Descom Studios, reported on the following items:

- Production of welcome letter to Phase I customers funded by a community member
- Ongoing progress of updating the Marin Clean Energy website
- Identify additional ideas and develop formal proposal

Rufus Jeffris, BMWL, reported on the following items:

- See comprehensive report attached

No action taken by the board at this time.

6. Transfer of Program Coordinator to LGS Contract for Management and Administrative Services (Discussion/Action)

M/s, Tremaine/Thornton, (passed 7-0-0) to approve the transfer of Program Coordinator to LGS Contract for Management and Administrative Services.

7. Board Member & Staff Matters (Discussion)

Director Marshall reported on progress on a white paper regarding CCA and efforts to create a CCA Network.

MEA Board Meeting in September will be rescheduled or cancelled.

8. Adjourn

Meeting adjourned at 10:00PM.

ATTEST:

Charles McGlashan, Chair

Dawn Weisz, Interim Director

MEA Executive Committee

Marketing/Communications Study Session

June 22, 2010

Background

In recent months, members of the community have expressed strong interest in supporting the Marin Energy Authority's efforts to market our products and services, communicate with customers, and build greater public awareness of and support for Marin Clean Energy.

To capture the many ideas for enhancing MEA's marketing/communications efforts in an organized and structured way, the Executive Committee convened a special, publicly noticed study session on June 22, 2010 from 6:30-9:30 p.m. Eight community members made informal presentations describing their ideas. The Executive Committee then met on June 23 to review and discuss the ideas, and identify both short-term and longer-term action steps.

Strategic framework

As part of its discussion, the Executive Committee identified a strategic framework that recognized the need for communicating with both Phase I and Phase II customers, with an equal 50/50 focus on each. The Executive Committee also agreed that MEA's marketing and communications should reflect the agency's ongoing transition from a start-up organization to an established energy products and service provider.

The Executive Committee acknowledged that staffing and financial constraints, among others, will play a significant role in determining what programs and activities MEA pursues, in what order and over what time period. The Executive Committee also agreed that MEA's marketing/communications activities should be consistent with and in support of priorities established during the Board's upcoming mid-year work plan and goal-setting meeting in August.

In progress

Several ideas and proposals that were presented to the Executive Committee are already being implemented, including:

- Produce a welcome letter that will be mailed to Phase I customers, with partial funding donated by a community member (Lori Grace).
- Update Marin Clean Energy website to enhance community interaction opportunities while preserving existing information and documents; and, expand and/or enhance the use of social media to raise awareness of Marin Clean Energy.

Next steps

The Executive Committee directed staff to identify 1-3 additional ideas from among those presented on June 23 and develop formal proposals/recommendations, including cost estimates, which would be brought back in August for further action. Those ideas included:

- Produce a series of short “testimonial” videos that can be used on the MCE website and social media sites (for example, Facebook and YouTube), and that can be repurposed as public service announcements and paid ads for TV, cable and the Web.
- Create a Speakers Bureau of volunteers to make presentations about MCE at various community events and organizations. This could be part of a broader community outreach program that also includes tabling at events.
- Develop new and updated brochure(s) and flyers to provide information about MCE programs and services.
- Identify sponsorship opportunities (for example, Sausalito Film Festival) to promote MCE in the community.
- Produce a statewide conference on Community Choice Aggregation or related topic(s) that establishes MCE as a thought leader.
- Develop a range of energy efficiency programs and services that add value for customers and provide third-party marketing opportunities, similar to MCE’s existing Net Energy Metering program.
- Explore opportunities for expanding the joint powers authority, both within Marin County and outside.
- Establish a direct sales program using in-house staff or contract resources, with initial focus on recovering eligible customers who have opted out.
- Acquire and/or rent a vehicle that can be equipped to promote MCE and its programs through displays, demonstrations and other educational activities.
- Draft a local resource development plan that identifies opportunities for generation of local renewable energy sources.



August 5, 2010

TO: Marin Energy Authority Board

FROM: Beth Rasmussen, Project Coordinator

RE: Approval of Third Addendum to Professional Services Agreement with Maher Accountancy (Agenda item #C-2)

ATTACHMENTS: Third Addendum to Professional Services Agreement with Maher Accountancy

Dear Board Members:

SUMMARY:

On March 4, 2010, the Marin Energy Authority and Maher Accountancy entered into an agreement for general accountancy services and the establishment of proper internal controls. First and second addenda to the agreement were entered into on May 6, 2010 and July 1, 2010 to increase the payment amount and to extend the term of the contract.

The attached third addendum amends the agreement with Maher Accountancy such that the time for completion of the internal controls work to be performed shall be extended to August 31, 2010 for the internal controls work to be performed.

Recommendation: Approve and execute the Third Addendum by and between the Marin Energy Authority and Maher Accountancy.



**THIRD ADDENDUM TO AGREEMENT
BY AND BETWEEN THE
MARIN ENERGY AUTHORITY AND MAHER ACCOUNTANCY**

This THIRD ADDENDUM is made and entered into on August 5, 2010, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and MAHER ACCOUNTANCY (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and the Contractor entered into an agreement for general accountancy services and the establishment of proper internal controls dated March 4, 2010 ("Agreement"); and

WHEREAS, MEA and the Contractor entered into the first addendum to the Agreement on May 6, 2010 to compensate Contractor for start-up accounting services rendered in March 2010; and

WHEREAS, MEA and the Contractor entered into the second addendum to the Agreement on July 1, 2010 to extend the contract through July 31, 2010; and

WHEREAS, Section 6 to the agreement ended the contract on July 31, 2010; and

WHEREAS, the parties desire to amend Section 6 to the agreement to reflect a contract end date of August 31, 2010 for the internal controls services to be rendered.

NOW, THEREFORE, the parties agree to modify Section 6 as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Section 6 to the agreement is hereby amended to read as follows:

This Agreement shall commence on March 4, 2010, and shall terminate on July 31, 2010 for the general accounting services, and August 31, 2010 for the internal controls work to be performed. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

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

CONTRACTOR:

MARIN ENERGY AUTHORITY:

By: _____

By: _____



August 5, 2010

TO: Marin Energy Authority Board

FROM: Beth Rasmussen, Project Coordinator

RE: Approval of Second Professional Services Agreement with Maher Accountancy (Agenda item #C-3)

ATTACHMENTS: Second Professional Services Agreement with Maher Accountancy

Dear Board Members:

SUMMARY:

On March 4, 2010 Maher Accountancy began providing MEA with general accounting services. The first contract with Maher Accountancy ended on July 31, 2010. The monthly cost for the services of Maher Accountancy will remain the same. In addition, this contract includes an allowance for additional accounting services to be performed outside of the ordinary scope of accounting activities, such as preparation of reports and documents for the annual audit to reduce annual audit costs.

The maximum sum of the second agreement shall not exceed \$55,200 and shall commence on August 1, 2010 and terminate on March 31, 2011.

The estimated costs associated with the professional services agreement are consistent with the budgetary figures the Board adopted in the budget for Fiscal Year 2010-11.

Recommendation: Approve and execute the Second Professional Services Agreement with Maher Accountancy.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this day August 5, 2010 by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and John W. Maher, CPA dba Maher Accountancy, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide accounting services; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The MEA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$55,200** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **August 1, 2010**, and shall terminate on **March 31, 2011**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the MEA, its employees, officers, and agents, harmless and defend the MEA against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. MEA agrees to timely notify Contractor of any negligence claim.

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

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA shall be named as an additional insured on the

commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

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

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

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

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 PROFESSIONAL LIABILITY INSURANCE

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

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit MEA to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK OF CONSULTANT:

Any and all work product resulting from this agreement is commissioned by the MEA as a work for hire. The MEA shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the MEA.

13. TERMINATION:

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

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the MEA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

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

16. ASSIGNMENT OF PERSONNEL:

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

17. JURISDICTION AND VENUE:

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

18. INDEMNIFICATION:

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

19. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 21. NOTICES below.

21. NOTICES

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

Contract Manager: Beth Rasmussen

Location: 3501 Civic Center Drive, Room 308

 San Rafael, CA 94930

 Telephone No.: (415) 473-4352

Notices shall be given to Contractor at the following address:

Contractor: John W. Maher, CPA dba Maher Accountancy

 Address: 1101 Fifth Avenue, Suite 200

 San Rafael, CA 94901

 Telephone No.: (415) 459-1249 ext. 101

22. ACKNOWLEDGEMENT OF EXHIBITS

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

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

**APPROVED BY
 Marin Energy Authority:**

By: _____
 Interim Director

By: _____
 Chairman

CONTRACTOR:

By: _____
 Name: _____
 Telephone No.: _____

=====

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

REASON(S) REVIEW:

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

MEA Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

General Accounting Services

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

- Processing cash disbursements
- Managing cash balances
- Managing the general ledger
- Preparing timely and understandable financial reports
- Provide a means of maintaining appropriate segregation of duties and other internal controls

Attachment A to this Exhibit describes the expected accounting tasks and reports to be processed and recommended personnel assignments in order to minimize expense to MEA while maintaining adequate segregation of duties or other procedures intended to prevent or detect errors or fraud.

Additional Accounting Services

Accounting services not within the scope of the general accounting services upon the specific request of the director. Such additional accounting services may include audit preparation services, or other additional accounting services.

Marin Energy Authority Preliminary Accounting Procedures and Staff Assignments

	Frequency	Other	MEA			Maher		
			Acct	Mgr	ED	Staff	Sr.	Mgr
PURCHASES, ACCOUNTS PAYABLE AND CASH DISBURSEMENTS								
Initiate purchases				x				
Receive invoices from suppliers			x					
Assign account coding			x					
Authenticate vendor invoices and approve for payment				x				
Enter vendor invoices in accounting system	Semi-monthly					x		
Verify data input and account coding	Semi-monthly						x	
Generate checks or electronic payments	Semi-monthly						x	x
Maintain accounts payable ledger	Semi-monthly						x	
Produce accounts payable aging report	Semi-monthly						x	
Review accounts payable aging report	Semi-monthly							x
Produce monthly report of cash disbursements	Monthly						x	
Scan documents	Semi-monthly					x		
Deliver checks and supporting documentation (sealed envelope)	Semi-monthly					x		
Sign checks				x	x			
PAYROLL PROCESSING								
Payroll through County of Marin or other outsources personnel provider		x						
Approve payroll charges prior to processing				x				
Process payroll and remit tax payments		x						
Compare payroll authorization to report of processed payroll					x			
Post payroll transactions to general ledger	Semi-monthly						x	
BILLING, COLLECTIONS AND ACCOUNTS RECEIVABLE								
Receive customer cash receipts		x						
Post to customer subledgers		x						
Supervise billing and collections		x		x				
Receive and scan image of miscellaneous cash receipts			x					
Review and send images of miscellaneous cash receipts to Maher				x				
Make bank deposits				x				
Post cash receipts to GL	Weekly						x	
Maintain accounts receivable ledger		x						
Produce accounts receivable aging report		x						
Review accounts receivable aging report				x				
CASH MANAGEMENT								
Reconcile bank account	Monthly						x	
Review bank reconciliations	Monthly							x
Monitor cash balances	Weekly						x	
Communications re: cash management	Weekly							x
Manage debt service payments	Monthly							x
Authenticate debt service payments				x				
GENERAL LEDGER AND REPORTING								
Develop annual budget				x	x			
Maintain budget in accounting system	Monthly						x	
Maintain general ledger	Monthly						x	x
Produce budget v. actual revenue and expenditure reports	Monthly						x	x
Produce balance sheets	Monthly						x	x
Produce and mail annual Forms 1099 to independent contractors	Annual					x		
PRESENTATIONS								
Report to management	Monthly							x
ESTABLISH NEW ACCOUNTING SYSTEM								
							x	x

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

For the general accounting services described in Exhibit A, attached to this Agreement, the fee for the services shall be \$5,650 per month, payable on the 15th day of each month.

In addition, Contractor shall perform such additional accounting services as specifically requested by the Director in a total amount not to exceed \$10,000.



August 5, 2010

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Project Coordinator

RE: Approval of First Addendum to Professional Services Agreement with Descom Studios (Agenda item #C-4)

ATTACHMENTS: First Addendum to Professional Services Agreement with Descom Studios

Dear Board Members:

SUMMARY:

On March 1, 2009, the Marin Energy Authority and Descom Studios (Descom) entered into an agreement for providing communications services and support for Community Choice Aggregation in Marin.

Section 4, Section 5, Exhibit A, and Exhibit B to the agreement obligated Descom to be compensated in an amount not to exceed \$16,000 for a scope of work including Tasks 1-7 to be completed by December 31, 2010.

The attached addendum amends the agreement with Descom, such that:

1. An additional \$47,000 is added to the agreement, so that the maximum sum of the contract does not exceed \$63,000.
2. The monthly fee for services is increased from \$4,000 to \$7,000.
3. The time of the agreement is extended to terminate on December 31, 2010.
4. Additional Tasks 8-11 are included in the agreement to develop, write, and design messaging and mail pieces, utilize social media activities and community outreach opportunities, redesign and develop the Marin Energy Authority and Marin Clean Energy web presence.

The estimated costs associated with the First Addendum are consistent with the budgetary figures the Board adopted in the budget for Fiscal Year 2010-11.

Recommendation: Approve and execute the First Addendum by and between the Marin Energy Authority and Descom Studios.



**FIRST ADDENDUM TO AGREEMENT
BY AND BETWEEN THE
MARIN ENERGY AUTHORITY AND DESCOM STUDIOS**

This FIRST ADDENDUM is made and entered into on July 1, 2010, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and Descom Studios (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and the Contractor entered into an agreement to provide communications services and support for Community Choice Aggregation in Marin dated March 1, 2010 ("Agreement"); and

WHEREAS, Section 4, Section 5, Exhibit A, and Exhibit B to the agreement obligated Contractor to be compensated in an amount not to exceed \$16,000 for tasks 1-7 to be completed by June 30, 2010 ; and

WHEREAS, the parties desire to amend the agreement to increase the contract amount by \$47,000 for a total amount not to exceed \$63,000 for a scope of work including Tasks 1- 12 to be completed by December 31, 2010.

NOW, THEREFORE, the parties agree to modify Section 4, Section 5, Exhibit A, and Exhibit B as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Section 4, Section 5, Exhibit A, and Exhibit B are hereby amended to read as follows:

Section 4. Maximum Cost to MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$63,000** including direct non-salary expenses.

Section 5. Time of Agreement:

This Agreement shall commence on January 1, 2010, and shall terminate on December 31, 2010. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

Exhibit A, Scope of Services:

Descom Studios will assist with communications materials and vehicles in partnership with MEA staff and other consultant's terms. Descom will assist with MEA outward-facing communications for the public, businesses, institutions, nonprofit and community organizations on an as needed basis, and coordinate public outreach activities as directed by MEA staff.

Although Descom representatives may be involved in professional and personal work in the community such work which falls outside the scope of this contract will be conducted separately and is not subject to the terms of this contract.

Descom Studios shall provide a scope of services that includes:

1. Providing consultations and recommendations in developing market research efforts conducted by 3rd parties.
2. Providing creative work including writing and graphic design as needed.
3. Sourcing, directing, and managing any third party providers which may include web developers, audio and video developers, internet marketing specialists, printers, manufacturers, etc.
4. Coordinating communications and correspondence with public, business, institutional, nonprofit and community organizations as needed, which may include organizing public meetings.
5. Providing recommendations regarding quality control of marketing and communications messaging for the agency in its start up phase, enhancing a coherent image.
6. Consult, recommend, create, develop, plan and implement marketing communications programs.
7. Coordinate with Staff and third party providers, ensuring consistency of tone, messaging and information, and adherence to marketing communications plans, strategies, and timelines.
8. Develop, write, design, produce, and/or supervise messaging, language, image, illustration, video, photography and the like for marketing and communications collateral materials, which may include electronic, email, internet, video (produced by third parties) and interactive applications as well as direct mail pieces, brochures, flyers, postcards, premium items, and so on.
9. Consult to align projects and campaigns with staff and community resources. Develop and produce materials, tools and guidance on an as-needed basis.
10. Explore and carry out sponsorships and/or advertising campaigns with community events and nonprofit organizations. Utilize social media activities, community outreach opportunities, tabling and public events to maximize exposure.
11. Plan, oversee, design and maintain an enhanced, dynamic web presence for MEA and MCE, including new social media interactivity and tools. Descom will serve as site(s) editor as needed. The new web site(s) will be created on a content management system development platform for ease of updating and interconnectivity. Visual design, navigation scenarios, user interface design will be completed for one of the websites first; the other site will adapt visual cues

and navigation scenarios for a related look and feel, and a shortened development process.

The website development process will involve collaboration with Staff. Some of the stage reviews will be concurrent; stage approvals will be required to proceed to next steps. Website(s) development process will include the following deliverables.

- a. needs assessment and review to determine hierarchy and sequence of needs and goals (face to face meetings and correspondence)
- b. site architecture--the organization, hierarchy and interrelationships of the navigation areas and the content, based on outcomes of needs assessment (electronic presentation)
- c. visual design development and review
- d. navigation and functionality review (electronic presentation)
- e. content development and review
- f. technical implementation, layout, coding, testing, training and the like. Descom Studios will contract with third party providers who will provide technical implementation.

Exhibit B, Fees and Payment Schedule:

An hourly fee of \$125 will be applied for each hour of service for approximately 25-35 hours of service for months March through June.

A monthly fee of \$7,000 shall be applied for each month thereafter for the remainder of the contract (6 months).

In addition, \$5,000 will be paid to Descom for out of pocket technical development expenses for updating the websites.

In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$61,000.

Fees will cover all professional time and consulting work.

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

CONTRACTOR:

MARIN ENERGY AUTHORITY:

By: _____

By: _____



August 5, 2010

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Project Coordinator

RE: Approval of First Addendum to Professional Services Agreement with BMWL and Partners (Agenda item #C-5)

ATTACHMENTS: First Addendum to Professional Services Agreement with BMWL and Partners

Dear Board Members:

SUMMARY:

On February 17, 2010, the Marin Energy Authority and Barnes, Mosher, Whitehurst, Lauter and Partners (BWL) entered into an agreement for providing MEA with strategic communications services related to Marin Clean Energy.

Section 4, Section 5, and Exhibit B to the agreement obligated Descom to be compensated in an amount not to exceed \$130,000 for a scope of work to be completed by March 31, 2011.

The attached addendum amends the agreement with BWL, such that:

1. The maximum cost to MEA is reduced by \$4,000, so that the maximum sum of the contract does not exceed \$126,000.
2. The time of the agreement is extended to terminate on March 31, 2011.
3. The monthly fee is reduced from \$10,000 to \$7,000.

The estimated costs associated with the First Addendum are consistent with the budgetary figures the Board adopted in the budget for Fiscal Year 2010-11.

Recommendation: Approve and execute the First Addendum by and between the Marin Energy Authority and BWL and Partners.



**FIRST ADDENDUM TO AGREEMENT
BY AND BETWEEN THE
MARIN ENERGY AUTHORITY AND BARNES, MOSHER, WHITEHURST,
LAUTER AND PARTNERS**

This FIRST ADDENDUM is made and entered into on August 5, 2010, by and between the MARIN ENERGY AUTHORITY, (hereinafter referred to as "MEA") and BARNES, MOSHER, WHITEHURST, LAUTER AND PARTNERS (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MEA and the Contractor entered into an agreement to provide MEA with strategic communications services related to Marin Clean Energy dated February 17, 2010 ("Agreement"); and

WHEREAS, Section 4, Section 5, and Exhibit B obligated the contract to terminate on February 28, 2011 for a total amount not to exceed \$130,000; and

WHEREAS, the parties desire to amend the agreement to extend the termination date to March 31, 2011 and to reduce the monthly fee to \$7,000 for a total amount not to exceed \$126,000.

NOW, THEREFORE, the parties agree to modify Section 4, Section 5, and Exhibit B as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Section 4, Section 5, Exhibit A and Exhibit B are hereby amended to read as follows:

Section 4. Maximum Cost to MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of \$126,000 including all fees and costs incurred in the performance of this Contract.

Section 5. Time of Agreement:

This Agreement shall commence on February 17, 2010 and shall terminate on March 31, 2011. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the state scope of services.

Exhibit A. Scope of Work:

A strategic communications program will enable MEA to better understand and meet the needs of its customers and other constituencies and promote the value of MEA's services to maximize customer participation.

BMWL shall perform a scope of services that includes:

- ❖ Develop and/or provide advice on the development of all communications materials, including direct customer communications, advertising (print, Web/digital, broadcast), talking points, opinion-editorial articles, presentations and speeches, among others.
- ❖ Work with MEA to maximize communications opportunities through internal and third-party channels, including MEA members and other public agencies, non-profit groups and community and business organizations.
- ❖ Provide media relations services and advice
- ❖ Provide necessary creative and graphic design services and advice as requested by MEA.
- ❖ Develop press releases and news pieces regarding Marin Clean Energy to be submitted to various publishing entities as requested by MEA.
- ❖ Develop and re-write text for the MEA and MCE websites as requested by MEA.
- ❖ Assist with social media tools to enhance messaging including the use of Facebook.
- ❖ Create and identify speakers for a speakers bureau and provide talking points.

Exhibit B. Fees and Payment Schedule:

A monthly fee of \$15,000 shall apply for each month for the first two months of services (February and March 2010).

A monthly fee of \$10,000 shall apply for each month thereafter for four consecutive months (April through July 2010).

A monthly fee of \$7,000 shall apply for each month thereafter for eight consecutive months (August 2010 through March 2011).

Fees will cover all professional time and consulting work. Fees do not include costs associated with conducting market or public opinion research or with the production of communication materials, including design, production and printing which shall be subject to the prior written approval of MEA.

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

CONTRACTOR:

MARIN ENERGY AUTHORITY:

By: _____

By: _____



August 5, 2010

TO: Marin Energy Authority Board

FROM: Beth Rasmussen, Project Manager

RE: Quarterly Update Regarding Fiscal Year 2010-11 Budget and Adjustments to Budget (Agenda item #4)

ATTACHMENTS: Fiscal Year 2010-11 Budget, Year-to-Date
Proposed Modifications to Fiscal Year 2010-11 Budget

Dear Board Members:

SUMMARY:

On March 25, 2010, your Board approved the budget for Fiscal Year (FY) 2010-11 ending March 31, 2011. In connection with the first quarter review of the MEA budget status, there are certain line items that will require modification. At the time of approval, uncertainty surrounded certain budget line items since operations had not yet begun. As a result, certain line items were budgeted in excess of current estimations of actual expenditures while other line items require modification of scope or amount. The proposed modifications do not increase the overall FY 2010-11 budget, but reallocate funds within the fiscal year.

Specifically, surpluses in the categories of office furniture (capital outlay) and staffing should be allocated to the new line items of office equipment lease and conferences and professional education. The revision to the line item deposit to reserve account reflects the reserve amount required pursuant to the Credit Agreement with River City Bank. In addition, the proposed titles of certain line items more accurately reflect the operational needs of MEA.

Recommendation: Adopt proposed modifications to FY 2010-11 Budget

MARIN ENERGY AUTHORITY
BUDGET AND ACTUAL COMPARISON
THREE MONTHS ENDED JUNE 30, 2010
Modified Accrual Basis - Fund Financial Statements

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual / Budget</u>
REVENUE AND OTHER SOURCES:				
Revenue - Electricity	16,843,000	1,648,368	15,194,632	9.79%
Loan advances - credit line	500,000	500,000	-	100.00%
Loan advances - bank term loan	950,000	950,000	-	100.00%
Total sources	<u>18,293,000</u>	<u>3,098,368</u>	<u>15,194,632</u>	<u>16.94%</u>
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Cost of energy	11,424,000	1,242,698	10,181,302	10.88%
Professional services				
Staffing	1,080,000	65,490	1,014,510	6.06%
Marin County CDA support	30,000	10,329	19,671	34.43%
Legal counsel	480,000	48,760	431,240	10.16%
Technical consultants	720,000	171,240	548,760	23.78%
Communications	480,000	118,932	361,068	24.78%
Data manager	206,000	26,973	179,027	13.09%
PG&E service fees	63,000		63,000	0.00%
Recruitment costs	20,000		20,000	0.00%
External audit	25,000		25,000	0.00%
Accounting	68,000	16,950	51,050	24.93%
Other	52,000	304	51,696	0.58%
Total contract services	<u>3,224,000</u>	<u>458,978</u>	<u>2,765,022</u>	<u>14.24%</u>
Cell phones	5,000	201	4,799	4.02%
Insurance	20,000		20,000	0.00%
Office and meeting equipment rentals	45,000	1,010	43,990	2.24%
Subscriptions	2,500	1,881	619	75.24%
Travel	10,000		10,000	0.00%
Business meals	2,400		2,400	0.00%
Miscellaneous expenses	18,900	240	18,660	1.27%
Publications and legal notices	2,000		2,000	0.00%
Special events/sponsor	3,000	1,143	1,857	38.10%
Office supplies and postage	1,200	295	905	24.58%
Total expenditures	<u>14,758,000</u>	<u>1,706,446</u>	<u>13,051,554</u>	<u>11.56%</u>
CAPITAL OUTLAY				
Office furniture and equipment	25,000	-	25,000	0.00%
DEBT SERVICE				
Principal	1,008,333	2,000	1,006,333	0.20%
Interest	101,721	21,340	80,381	20.98%
Total debt service	<u>1,110,054</u>	<u>23,340</u>	<u>1,086,714</u>	<u>2.10%</u>
Total expenditures	<u>15,893,054</u>	<u>1,729,786</u>	<u>14,163,268</u>	<u>10.88%</u>
OTHER USES:				
Deposit to reserve account	300,000	350,000	(50,000)	116.67%
Total other uses	<u>300,000</u>	<u>350,000</u>	<u>(50,000)</u>	<u>116.67%</u>
Expenditures and other uses	<u>16,193,054</u>	<u>2,079,786</u>	<u>14,113,268</u>	<u>12.84%</u>
Net increase in fund balance	<u>2,099,947</u>	<u>1,018,582</u>	<u>1,081,365</u>	<u>48.51%</u>

PROPOSED BUDGET AMENDMENTS
Fiscal Year Ending March 31, 2011
Modified Accrual Basis - Fund Financial Statements

Amended Line Items	Proposed Amendments			Proposed Revised	
	Original	#1	#2		#3
REVENUE AND OTHER SOURCES:					
Revenue - Electricity	16,843,000				16,843,000
Loan advances - credit line	500,000				500,000
Loan advances - bank term loan	950,000				950,000
Interest income					
Total sources	<u>18,293,000</u>				<u>18,293,000</u>
EXPENDITURES AND OTHER USES:					
CURRENT EXPENDITURES					
Cost of energy	11,424,000				11,424,000
Professional services					
Staffing	1,080,000		(5,000)		1,075,000
Marin County CDA support	30,000				30,000
Legal counsel	480,000				480,000
Technical consultants	720,000				720,000
Communications consultants and related expenses	480,000				480,000
Data manager	206,000				206,000
PG&E service fees	63,000				63,000
Recruitment costs	20,000				20,000
External audit	25,000				25,000
Accounting	68,000				68,000
Other	52,000				52,000
Total contract services	<u>3,224,000</u>				<u>3,219,000</u>
Cell phones	5,000				5,000
Insurance	20,000				20,000
Office and meeting equipment rentals	45,000				45,000
Dues and subscriptions	2,500				2,500
Conferences and professional education			5,000		5,000
Travel	10,000				10,000
Business meals	2,400				2,400
Miscellaneous services	18,900				18,900
Publications and legal notices	2,000				2,000
Special events/sponsor	3,000				3,000
Office supplies and postage	1,200				1,200
Office equipment lease		7,500			7,500
Total expenditures	<u>14,758,000</u>				<u>14,765,500</u>
CAPITAL OUTLAY					
Office furniture and equipment	<u>25,000</u>	(7,500)			<u>17,500</u>
DEBT SERVICE					
Principal	1,008,333				1,008,333
Interest	101,721				101,721
Total debt service	<u>1,110,054</u>				<u>1,110,054</u>
Total expenditures	<u>15,893,054</u>				<u>15,893,054</u>
OTHER USES:					
CCA Bond					
Deposit to PG&E					
Deposit to reserve account	300,000			50,000	350,000
Total other uses	<u>300,000</u>				<u>350,000</u>
Expenditures and other uses	<u>16,193,054</u>				<u>16,243,054</u>
Net increase in fund balance	<u>2,099,947</u>				<u>2,049,947</u>



August 5, 2010

TO: Marin Energy Authority Board
FROM: Jamie Tuckey, Project Coordinator
RE: Endorsement of PACE Programs (Agenda item #6)
ATTACHMENTS: Resolution 2010-06

Dear Board Members:

SUMMARY:

On July 21, 2008 the adoption of California Assembly Bill 811 authorized for the implementation of Property Assessed Clean Energy (PACE) finance programs. PACE programs allow property owners within participating regions to finance energy efficiency and renewable energy projects on their home or business. For participating property owners, the cost of the project is repaid on the property tax bill for a time period of up to 20 years. Financing eligibility is based on the value of the property and the current status of property tax payments.

In 2009 MEA began exploring the possibility of launching and administering a PACE program and applied for several grants to fund start-up and implementation. MEA strongly supports PACE and the ability to offer property owners a program to facilitate the installation of energy efficiency and renewable energy technologies for homes and businesses, as it reduces greenhouse gas emissions, utility bills, and creates local green jobs.

Since the passage of AB 811, there have been impediments to the successful implementation of PACE programs. Federal mortgage brokers Fannie Mae (the Federal National Mortgage Association) and Freddie Mac (the Federal Home Mortgage Corporation) are resisting PACE programs, which are supported by the Obama Administration.

The opposition stems from concern regarding the liens and payments in the event of borrower defaults. If the homeowner defaults or goes into foreclosure, the PACE lien would be repaid before the mortgage lender. But property-tax assessments usually are senior to existing property debt. And first payment is necessary for local governments to raise funds for PACE programs from municipal-bond investors.

In May, Fannie Mae and Freddie Mac advised lenders to avoid financing any properties with PACE financing and refused to fund mortgages on properties with PACE financing.

Additionally, on July 6, the Federal Housing Finance Agency (FHFA), which regulates Fannie Mae and Freddie Mac, issued a statement expressing that senior PACE liens violate their standard mortgage contracts. In response to the FHFA statement, most PACE programs throughout the country have been placed on hold, pending resolution of these conflicting positions.

California Attorney General Jerry Brown filed suit July 14 against Fannie Mae, Freddie Mac, and FHFA over their actions blocking PACE programs. On July 26, the County of Sonoma similarly filed suit against FHFA. Preventing the implementation of PACE programs will result in the loss of \$110 million in federal stimulus funds for California and the jobs supplied by the program, as well as removing an important tool for reducing greenhouse gas emissions and expanding the use of renewable energy.

Recommendation: Adopt resolution 2010-06 endorsing and supporting PACE programs.

RESOLUTION NO. 2010-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN ENERGY AUTHORITY ENDORSING PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAMS**

WHEREAS, the Marin Energy Authority (“MEA”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

WHEREAS, MEA members include the following Marin communities: the County of Marin, the City of Belvedere, the Town of Fairfax, the City of Mill Valley, the Town of San Anselmo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

WHEREAS, it is the expressed purpose of MEA to collectively study, promote, develop and manage energy programs that will address climate change by decreasing energy-related greenhouse gas emissions; and

WHEREAS, Property Assessed Clean Energy (PACE) programs allow property owners within participating regions to finance the installation of energy improvements on their home or business and pay the amount back as a line item on their property tax bill; and

WHEREAS, MEA supports programs like PACE that result in reduced greenhouse gas emissions, reduced utility bills for homeowners and businesses, and the creation of local green jobs; and

WHEREAS, the government-chartered Federal National Mortgage Association (Fannie Mae) and Federal Home Mortgage Corporation (Freddie Mac) have taken action that effectively halts PACE programs; and

WHEREAS, the Federal Housing Finance Agency (FHFA), which oversees Fannie Mae and Freddie Mac, has similarly taken action effectively blocking PACE programs throughout the country; and

WHEREAS, the California Attorney General and the County of Sonoma have filed lawsuits against FHFA, Fannie Mae and Freddie Mac to allow PACE programs.

WHEREAS, California Senator Barbara Boxer, Representative Mike Thompson and other federal legislators have introduced legislation to protect PACE programs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marin Energy Authority that:

MEA reaffirms its support of the Property Assessed Clean Energy program in California and the United States for its ability to provide property owners an affordable method for financing the installation of energy efficiency improvements and renewable energy generation systems that can reduce harmful greenhouse gas emissions, lower customer energy costs and encourage the development of local green sector jobs.

MEA shall communicate in writing to Senator Barbara Boxer and Representative Lynn Woolsey its desire that they work to pass legislation restoring and protecting PACE programs.

MEA shall send copies of this resolution to the President of the United States, Senators Barbara Boxer and Dianne Feinstein, Representative Lynn Woolsey, the Director of the FHFA and the Attorney General of California.

PASSED AND ADOPTED at a regular meeting of the Marin Energy Authority Board of Directors on this 5th day of August by the following vote:

AYES	NOES	ABSTAIN	ABSENT
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City of Belvedere

Town of Fairfax

County of Marin

City of Mill Valley

Town of San Anselmo

City of San Rafael

City of Sausalito

Town of Tiburon

CHAIR, MARIN ENERGY AUTHORITY BOARD