



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, April 14, 2016**

San Mateo County Office of Education, Corte Madera Room
101 Twin Dolphin Drive, Redwood City, CA 94065
6:30 p.m.

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Gordon Tong, Agenda Administrator, at least 2 working days before the meeting at (650) 363-4159 and/or gtong@smcgov.org. Notification in advance of the meeting will enable the PCEA to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.

If you wish to speak to the Board, please fill out a speaker's slip located on the tables as you enter the Board meeting room. If you have anything that you wish to be distributed to the Board and included in the official record, please hand it to a member of PCEA staff who will distribute the information to the Board members and other staff.

CALL TO ORDER / ROLL CALL

ADMINISTERING THE OATH OF OFFICE

The oath of office will be administered to any Board member or alternate who has not previously attended a PCEA Board of Directors meeting.

PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) Chief Executive Officer's or Staff Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to PCEA staff. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board Chair.

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.

REGULAR AGENDA

1. County Staff Report (Discussion)
2. Establish a PCE Executive Committee and appoint its members (Action)
3. Adopt a Resolution Authorizing the Chair of the Board to execute an agreement between Noble Americas Energy Solutions LLC and the Peninsula Clean Energy Authority for provision of data management services and establishment of a customer call center for a term beginning in April 2016 and ending July 1, 2018 in an amount of \$1.15 per active meter per month in a form of agreement approved by the Executive Committee and the General Counsel (Action)
4. Discussion regarding the resource mixes and pricing of existing CCAs' default products and the schedule and process for setting the resource mix and pricing of PCE's default product. Provide direction to Staff regarding the performance of market research, including market research on the resource mix and pricing of PCE's default product (Discussion)
5. Board Members' Reports (Discussion)

CONSENT AGENDA

6. Approve the minutes for the March 31, 2016 meeting (Action)

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of Sustainability, located at 455 County Center, 4th Floor, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the PCEA's Internet Web site. The website is located at: <http://www.peninsulacleanenergy.com>.



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, March 31, 2016
MINUTES**

San Mateo County Office of Education, Corte Madera Room
101 Twin Dolphin Drive, Redwood City, CA 94065
6:30pm

CALL TO ORDER

Meeting was called to order at 6:35 pm.

WELCOME AND ADMINISTERING THE OATH OF OFFICE

ROLL CALL

Present: Jim Eggemeyer (alternate), County of San Mateo
Carole Groom, County of San Mateo
Rick DeGolia, Town of Atherton
Charles Stone, City of Belmont
Sigalle Michael (alternate), City of Burlingame
Joseph Silva, Town of Colma
Lisa Gauthier (alternate), City of East Palo Alto
Gary Pollard, City of Foster City
Deborah Penrose, City of Half Moon Bay
Laurence May, Town of Hillsborough
Catherine Carlton, City of Menlo Park
Wayne Lee, City of Millbrae
John Keener, City of Pacifica
Jeff Aalfs, Town of Portola Valley
Ian Bain, City of Redwood City
Marty Medina, City of San Bruno
Cameron Johnson, City of San Carlos
Joe Goethals, City of San Mateo
Pradeep Gupta, City of South San Francisco
Daniel Yost, Town of Woodside

Absent: City of Brisbane
City of Daly City

Staff: Jim Eggemeyer, Director, Office of Sustainability
David Silberman, General Counsel
Gordon Tong, Sustainability Coordinator, Office of Sustainability

A quorum was established.

David Silberman, Chief Deputy County Counsel, administered the oath of office to Lisa Gauthier.

PUBLIC COMMENT

Erik Fowler
Ray Mueller, Menlo Park
Ted Howard, San Mateo
Diane Bailey, Menlo Park

ACTION TO SET THE AGENDA AND APPROVE CONSENT AGENDA ITEMS

Motion Made / Seconded: Yost / DeGolia

Motion passed 16-0 (absent: Michael, Medina, Johnson, Liu, Guingona. Abstained: Stone).

REGULAR AGENDA

1. ELECTION OF THE BOARD CHAIR AND VICE CHAIR

Dave Pine is nominated for Chair.

Motion Made / Seconded: DeGolia / Groom

Motion passed 17-0 (absent: Michael, Medina, Johnson, Liu, Guingona)

Jeff Aalfs is nominated for Vice Chair.

Motion Made / Seconded: Groom / Stone

Motion passed 17-0 (absent: Michael, Medina, Johnson, Liu, Guingona)

2. COUNTY STAFF REPORT

Jim Eggemeyer introduced Carolyn Raider from the County.

Jim Eggemeyer introduced Michael Bolander from the County. Mr. Bolander gave a presentation about finances and fund allocation.

3. APPROVE RESOLUTION ADOPTING THE PENINSULA CLEAN ENERGY IMPLEMENTATION PLAN

Kirby Dusel, Pacific Energy Advisors, gave a presentation on the implementation plan.

Questions/ Comments: (DeGolia, Yost, Keener, Carlton, Michael, Gupta)

Public Comment:

None

Public hearing is closed.

Board discussion

Questions/ Comments: (Gupta, Lee, Goethals, Johnson, May, Carlton)

Ms. Carlton requested that a discussion on market research be agendized at a future meeting.

Motion Made / Seconded: Gupta / Stone

Motion passed 20-0 (absent: Liu, Guingona)

4. PRESENTATION AND DIRECTION: ENERGY SERVICES RFP

Kirby Dusel gave a presentation summarizing RFP comments

Questions/ Comments: (Gupta, Keener, Yost, May, Pollard, Lee, Penrose)

Public Comment

Ann Schneider, Millbrae

BOARD MEMBER REPORTS

No reports from the Board.

ADJOURNMENT

Meeting was adjourned at 8:00 pm.

Chair

Attest:

Secretary



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 6, 2016

BOARD MEETING DATE: April 14, 2016

SPECIAL NOTICE/HEARING: None

VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Joint Powers Board

FROM: Board Chair Dave Pine

SUBJECT: Establishment of an Executive Committee

RECOMMENDATION:

Establish an Executive Committee to provide administrative and operational oversight to the Peninsula Clean Energy program.

BACKGROUND:

The Peninsula Clean Energy Authority Board of Directors (Board) is comprised of 22 members who represent the different towns and cities in San Mateo County. The full Board meets monthly to set policy and direction on a variety of matters including JPA operations and administration. However, given the myriad of issues and large number of Board members, discussion of many administrative items may be best done in a smaller setting with more time to discuss details and vet options. Topics discussed by the Executive Committee would include administrative matters such as staffing plans and related human resource policies, operating policies and bylaws, finances and budgeting, and other matters related to the day-to-day operations of the Agency.

DISCUSSION:

The Executive Committee ("Committee") will be comprised of PCE's Chief Executive, its two officers, and three to five Board members. It is anticipated that the Committee will meet every month on a set schedule. The Committee will be a standing committee of the Board of Directors and is thus subject to the Brown Act. The Board will provide recommendations as to who should serve on the Committee, but members should have the time flexibility to meet during the day if necessary. With the exception of the CEO and officers, Committee participation may rotate over time; however, there is no set term limit for participation on the Executive committee.

Topics that will be discussed by the Committee will include, but are not limited to:

- Staffing and Human Resource matters
- Budgeting and Agency Finances
- Agency policies and committees of the Board
- JPA Agreement and other operational Matters

The Executive Committee will make recommendations to the Board of Directors. A Committee member will make a report to the Board of Directors on a regular basis to keep the Board apprised of its activities.

FISCAL IMPACT:

There will be costs associated with the administration of the Committee, but these costs are expected to be minimal.

ATTACHMENTS

None



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 12, 2016
BOARD MEETING DATE: April 14, 2016
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Joint Powers Board

FROM: Jim Eggemeyer, Director, Office of Sustainability, County of San Mateo

SUBJECT: Resolution authorizing the Chair of the Board to execute an agreement between Noble Americas Energy Solutions LLC and the Peninsula Clean Energy Authority for data management and customer call center services

RECOMMENDATION:

Adopt a Resolution Authorizing the Chair of the Board to execute an agreement between Noble Americas Energy Solutions LLC and the Peninsula Clean Energy Authority for provision of data management services and establishment of a customer call center for a term beginning in April 2016 and ending July 1, 2018 in an amount of \$1.15 per active meter per month in a form of agreement approved by the Executive Committee and the General Counsel.

BACKGROUND:

Peninsula Clean Energy (PCE) released a Request for Proposals (RFP) for data management and customer call center services necessary for operation of a Community Choice Aggregation (CCA) program on February 23, 2016. It was released on the Public Purchase website and distributed to the PCE email list. A total of four proposals were submitted from the following firms: Cicero Teleservices, Executive Energy Management, Noble Americas Energy Solutions, and SCI Consulting.

The requested services ranged from electronic data exchange services with the incumbent utility to customer call center services for responding to questions and requests from residents and businesses.

Proposals were evaluated based on their experience providing similar data management and call center services to other entities in the past; the cost effectiveness of their proposal; their proposed approach, including clarity of understanding of the scope of

services to be provided and appropriateness of the proposed solution/services; and other relevant criteria.

DISCUSSION:

Noble Americas Energy Solutions LLC (“Noble Solutions”) was selected by a review committee consisting of four JPA Board members and three Office of Sustainability staff to perform these tasks.

Noble Solutions offers meter data management, billing, and customer care services to Community Choice Aggregation (“CCA”) programs. With its headquarters in San Diego, California, Noble Solutions has been active in the restructured California electricity markets for more than fifteen years. Noble Solutions is the active data management and call center services supplier for the three operational CCA programs in California and has implemented a total of 15 mass enrollment phases associated with CCA start-up. Noble Solutions currently manages data management and call center services for approximately 95,000 direct access meters, approximately 170,000 meters for the Marin Clean Energy Community Choice Aggregation program (“MCE”), approximately 220,000 meters for the Sonoma Clean Power Community Choice Aggregation program (“SCP”), and 55,000 meters for the Lancaster Choice Energy Community Choice Aggregation program (“LCE”).

The services Noble Solutions will be providing Peninsula Clean Energy will include: (1) managing PCE customer account data; (2) exchanging customer usage, billing and payment data with PG&E; (3) responding to PCE customer service calls; and (4) addressing PCE customer service issues.

Noble Solutions was selected largely due to its experience launching and working with the three other California CCA programs to date as well as its localized call center. It will allow PCE to operate both successfully and efficiently by providing the following highlighted services:

- Electronic Data Exchange Services: Connect with PG&E to obtain customer usage data, billing verification, and payment transactions management
- Qualified Reporting Entity (QRE) Services: Report between PCE and local small-scale renewable generators with a feed-in tariff (FIT) and provide PCE with meter data for FIT projects
- Customer Information System: Maintain an accurate database of accounts, account statuses, metering credit information, historical data usage, and billing records within PCE service area
- Customer Call Center: Provide sufficient staff and Data Manager Experts to run a call center, answer customer emails, and report status updates monthly
- Billing Administration: Maintain rate schedules, submit customer billing information to PG&E, and send overdue notices to customers
- Reporting: Send PCE information such as call center statistics, invoice summaries, opt up addresses, opt out with rate class, and retroactive returns
- Settlement Quality Meter Data: Provide the Scheduling Coordinator with

Settlement Quality Meter Data (SQMD) as required by the California Independent System Operator (CAISO) and directly submit to CAISO when needed

Attached to this staff report is a draft agreement with Noble Solutions for your Board's review. This agreement is expected to be finalized in the next few weeks. Given PCE's tight timeline in order to launch on time in October 2016, staff is recommending that your Board delegate the authority to approve the agreement to the Executive Committee (when established) and the General Counsel.

FISCAL IMPACT:

The data management and customer call center services provided by Noble Solutions will cost PCE \$1.15 per active meter per month. Given a projected total participation of 260,000 meters, the annual cost is estimated to be \$3.59 million. These costs will be funded through ratepayer revenue; additionally, there will be no cost to PCE until the launch of the program when the meters become active.

ATTACHMENT

A. Draft Peninsula Clean Energy Agreement with Noble Solutions

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND NOBLE AMERICAS ENERGY SOLUTIONS LLC

This Agreement is entered into this ____ day of _____, 20____, by and between the Peninsula Clean Energy Authority, a joint powers authority, hereinafter called "PCEA" and Noble America Energy Solutions LLC, hereinafter called "Contractor."

* * *

Whereas, PCEA may contract with independent contractors for the furnishing of such services to or for PCEA; and

Whereas, it is necessary and desirable that a Contractor be retained for the purpose of providing data management and establishing a customer call center for PCEA;

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. Contractor shall have no obligation to perform service for which payment has not been appropriated.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration. Contractor will not invoice PCEA nor will PCEA owe payments to Contractor sooner than sixty (60) calendar days following the date on which the first PCEA customer meter becomes active.

Unless otherwise indicated in Exhibit B, Contractor shall invoice PCEA monthly for all payments related to service performed during the previous month. Payments shall be due within thirty (30) days after the date of invoice. All payments must be made in U.S. dollars.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 14, 2016 through July 1, 2018.

5. Termination

- a) Early Termination Due to Cancellation of CCA program. If PCEA determines on or before July 1, 2016 in its sole and absolute discretion, not to proceed with the CCA program, PCEA may terminate this Agreement by giving written notice to Contractor as provided in Section 18 of this Agreement. In that events, no payments will be owed or paid.
- b) Termination for Default. Either PCEA or Contractor may terminate this Agreement if any one of the following events (each a "Default") occurs with respect to the other Party: (i) with respect to PCEA, PCEA fails to pay amounts due hereunder and such failure continues for twenty-one (21) business days after written notice from contractor; in accordance with Section 3 of Agreement, Contractor will not invoice PCEA nor will PCEA owe payments to Contractor no sooner than sixty (60) calendar days following the date on which the first PCEA customer meter becomes active.. (ii) a Party defaults in the observance or performance by a Party of any such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation) and such default continues uncured for twenty (20) Business Days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement; or; (iii) either Party makes an assignment to an entity providing financing to such Party or files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced) or is unable to pay its debts as they fall due.
- c) Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Serves hereunder; and (b) any and all payment obligations of PCEA under this agreement will become due immediately. Upon such expiration of termination, and upon request of PCEA, Contractor shall reasonably cooperate with PCEA to ensure a prompt and efficient transfer of all data documents and other materials to a new service provider in a manner such as to minimize the impact of expiration or termination on PCEA's customers. PCEA agrees to pay Contractor compensation for services performed in connection of such transfer, to the extent not contemplated in the Agreement.
- d) PCEA reserves the right to transition all call center duties from contractor to PCEA, with at least 90 days' notice to contractor.
- e) PCEA reserves the right to transition call center duties from contractor to PCEA in phases, according to all needs and demands related to all tiers, overflow call center options, and third-party translation services. PCEA shall be responsible for any additional infrastructural or programming costs incurred by contractor to facilitate this transition. Contractor will invoice the costs to PCEA without any added charges.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of PCEA and shall be

promptly delivered to PCEA. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees. Contractor understands that PCEA is a Joint Powers Authority made up of the County of San Mateo and each Town and City within the County. Contractor further understands that this Agreement is made solely with PCEA and not with any member jurisdiction of the JPA. Contractor further understands and agrees that pursuant to the Joint Powers Authority Agreement and California law the debts, liabilities and obligations of PCEA are its sole responsibility and not the responsibility of its constituent member jurisdictions. Contractor further agrees that it will not seek to recover, or cooperate with any other person or entity to seek to recover, any debt, liability or obligation related to this Agreement from any constituent member jurisdiction of PCEA.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) Injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) Damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own acts or omissions.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including

reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

- a) With the exception of subsection (b), below Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.
- b) PCEA consents to Contractor subcontracting with AnswerNet for the purposes of providing the services described in Exhibit A to this Agreement.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| <input checked="" type="checkbox"/> Professional Liability..... | \$1,000,000 |

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal

Regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or other governmental financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Equal Benefits

With respect to the provision of benefits to its employees, Contractor is prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse=., Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor offers the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor offers in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- ☐ Contractor is exempt from having to provide equal benefits because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does offer equal benefits and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the PCEA Manager the filing in any court or with any administrative agency of any complaint or formal allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender, sexual orientation, religion, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the PCEA Manager, including but not limited to the following:

- i. Termination of this Agreement;
- ii. Disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to three years;
- iii. Liquidated damages of \$2,500 per violation; and/or
- iv. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the PCEA Manager.

To effectuate the provisions of this Section, the PCEA Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA. Subsection (g) will only apply to those Contractor employees who perform work related to this Agreement.

14. Employee Jury Service

Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. For purposes of this Section, if Contractor has no employees in San Mateo County it is sufficient for Contractor to provide the following written statement to PCEA: "For purposes of PCEA's jury service requirement, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with PCEA, Contractor shall adopt a policy that complies with Section 14 of this Agreement."

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Contractor agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) Contractor agrees to maintain and make available to PCEA, during regular business hours, accurate books and accounting records relating to its work under this Agreement. PCEA and Contractor agree that, insofar as Contractor maintains an active trading floor, any such audit, examination, review, etc., will be, at Contractor's sole option, conducted off of Contractor's premises. PCEA and Contractor agree to work to minimize the impact of any such audit on Contractor's operations. Contractor will, upon request, provide PCEA with copies to audit, examine and make excerpts and transcripts from such books and records, and to make audits thereof of data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon PCEA by this Section.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: David Silberman
Address: 400 County Center, Sixth Floor, Redwood City, CA 94063
Telephone: 650-363-4749
Email: DSilberman@smcgov.org

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

Peninsula Clean Energy Authority

By:

President, Board of Directors, PCEA

Date:

ATTEST:

By:

Secretary of Said Board

Noble Americas Energy Solutions LLC.

Contractor's Signature

Date:

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Electronic Data Exchange Services:

- a. Process CCA Service Requests (CCASRs) from/to PG&E which specify the changes to a customer's choice of services such as enrollment in CCA programs, customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
- b. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- c. Maintain and communicate the amount to be billed by PG&E for services provided by PCEA (810 Electronic Data Interchange Files).
- d. Receive and maintain all data related to payment transactions toward CCA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
- e. Process CCASRs with PG&E when customer status changes.
- f. Participate in the Customer Data Acquisition Program (CDA) beta testing for SmartMeter data sharing as PCE's Data Manager.
 - i. For each meter, receive either interval meter reads (usage per fifteen minutes) or a monthly read for scalar meters and SmartMeters. If a scalar meter or SmartMeter, apply the appropriate PG&E dynamic profiles to shape the usage, quantifying usage for each hourly interval.
 - ii. After hourly reads (fifteen minute interval reads are summed to the hourly interval) for each meter are quantified, loss adjust the usage, per meter and interval, with the appropriate PG&E dynamic loss factor based on voltage level of the account. If after performing our outstanding quality control and working with PG&E to remedy missing or incorrect usage, there remains any missing reads or reads deemed inaccurate, estimate usage for the respective meter based on historical usage.
 - iii. Aggregate usage for all meters by hour and trade date and provide to Peninsula Clean Energy's designated Scheduling Coordinator or directly to CAISO. Submissions for T+172B (Resettlement) are performed as needed per an agreed upon threshold and process between Peninsula Clean Energy, designated Scheduling Coordinator, and contractor.

2. Qualified Reporting Entity (QRE) Services:

- a. Consistent with terms and conditions included in the Qualified Reporting Entity Services Agreement(s) between PCEA and Data Management Provider, serve as QRE for certain locally situated, small-scale renewable generators supplying electric energy to PCEA through its feed-in tariff (FIT).
- b. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on PCEA's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- c. Receive applicable electric meter data from PG&E for PCEA FIT projects, consistent with PG&E's applicable meter servicing agreement, and provide such data to PCEA for purposes of performance tracking and invoice creation.

3. Customer Information System:

- a. Establish an operational Customer Relationship Management System within 30 days of contract execution. Establish an operational Customer Information System within 60 days of contract execution.

- b. Maintain an accurate database of all eligible accounts that are located in the PCEA service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer PCEA as mutually agreed to by parties from time to time.
 - c. Allow PCEA to have functional access to the online database to add customer interactions and other account notes.
 - d. Allow PCEA to view customer email or written letter correspondence within online database.
 - e. Maintain and provide as-needed historical usage data on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.
 - f. Until a cloud-based storage solutions for SmartMeter historical usage data is implemented, store SmartMeter historical usage data, as received by the MDMA, for a 48 hour window.
 - g. Maintain viewing access, available to appropriate PCEA staff, to view PG&E bills for PCEA customers, including supporting the intuitive parsing and labeling of PG&E provided files. Maintain accessible archive of billing records for all PCEA customers from the start of PCEA Service or a period of no less than five years.
 - h. Maintain and communicate as needed record of customers who have been offered service with PCEA but have elected to opt out, either before or after starting service with PCE.
 - i. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
 - j. When requested by PCEA, place program charges on the relevant customer account, identified by Service Agreement ID (SAID).
 - k. Identify customers participating in various PCEA programs in database.
 - l. Include various program payment information in all relevant reports.
 - m. Perform quarterly PCEA program reviews to assess appropriate customer charge level.
 - n. Maintain all customer data according to PCEA's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
 - o. Maintain a Data Management Provider Security Breach Policy.
4. Customer Call Center:
- a. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
 - b. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
 - c. Staff a call center, during any CCA Statutory Enrollment Period, 24 hours a day 7 days a week to process opt out requests.
 - d. Staff a call center during Non-Enrollment Period between the hours of 8 AM and 5 PM PST Monday through Friday, excluding PCEA and PG&E holidays.
 - e. Provide sufficient call center staffing to meet the requirements set forth herein, including designating PCEA specific agents to the extent needed to provide for full functionality and a customer call center supervisor that will serve as the main point of contact between PCEA and customer call center staff.
 - f. Provide sufficient number of Data Manager Experts available to manage escalated calls between the hours of 8 AM and 5 PM PST Monday through Friday, excluding PCEA and PG&E holidays ("Regular Business Hours").
 - g. Contractor will adhere to the following performance standards:
 - i. A minimum of 80% of all calls will be answered within 20 seconds.
 - ii. A minimum of 98% of calls will be answered within 3 minutes.
 - iii. 100% of voicemail messages answered within one (1) business day.
 - iv. 100% of emails receive an immediate automated acknowledgement.
 - v. 95% of emails receive a customized response within one (1) business day.
 - vi. 100% of emails receive a customized response within three (3) business days.
 - vii. Achieve a no greater than 8% abandon rate for all calls.

- h. Contractor shall provide monthly reports, which will demonstrate whether these performance standards have been met. It is acknowledged that the Contractor's failure to achieve substantial compliance with these standards will cause PCEA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the PCEA of actual damages, including increased opt-out rates, reputational harm and general customer dissatisfaction, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages, the Contractor agrees that liquidated damages may be assessed and recovered by the PCEA as against Contractor, in the event of a failure to meet these performance standards and without the PCEA being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Ten Thousand Dollars (\$10,000) for each month that Contractor fails to meet these performance standards. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to PCEA without limiting PCEA's right to terminate this agreement for default as provided elsewhere herein.
- i. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
- j. Record all inbound calls and make recordings available to PCEA staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- k. Track call center contact quality with criteria including:
 - i. Use of appropriate greetings and other call center scripts
 - ii. Courtesy and professionalism
 - iii. Capturing key customer data
 - iv. Providing customers with correct and relevant information
 - v. First-contact resolution
 - vi. Accuracy in data entry and call coding
 - vii. Grammar and spelling in text communication (email and chat)
- l. Evaluate customer satisfaction through randomized voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- m. Receive calls from PCEA customers referred to Provider by PG&E and receive calls from PCEA customers choosing to contact Provider directly without referral from PG&E.
- n. Provide the call center number on PG&E invoice allowing PCEA customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- o. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- p. Respond to telephone inquiries from PCEA customers using a script developed and updated quarterly by PCEA. For questions not addressed within the script, refer inquiries either back to PG&E or to PCEA.
- q. Respond to customer inquiries within 24 hours, excluding weekends and holidays, including inquiries received either through telephone calls, email, fax or web-portal.
- r. Offer bi-annual cross training to PG&E call center in coordination with PCEA.
- s. Participate in coordinative meetings, at PCEA's request, to promote the resolution of any customer service issues. Such meetings may include PCEA's management/staff and may require on-site participation by contractor's management/staff.
- t. Provide monthly status reports during the first week of each month.
- u. Provide weekly status reports during Statutory Enrollment Periods.
- v. Use commercially reasonable efforts to make Spanish speaking call center staff available to customers during Regular Business Hours.
- w. Provide translation services for inbound calls for the following languages: Spanish, Cantonese, Mandarin, and Tagalog.

- x. Create and maintain online and downloadable forms for the PCEA website so that customers may perform program related tasks including, but not limited to, opt-up, opt-down, or opt-out from the Peninsula Clean Energy website. These program changes will be integrated into the Customer Relationship Management system during an hourly sync process.
- y. Host PCEA meetings with call center management and representatives on a bi-monthly basis.

5. Billing Administration:

- a. Maintain a table of rate schedules offered by PCEA to its customers.
- b. Send certain PCEA program charges for non-PCEA customers, when supported by PG&E, based on information provided to Provider by PCEA.
- c. Send certain PCEA program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- d. Apply PG&E account usage for all PCEA customers against applicable rate to allow for customer billing.
- e. Review application of PCEA rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
- f. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.
- g. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
- h. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCA designated printer.
- i. Provide customer mailing list to PCEA designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
- j. Send a PCEA provided letter to customers that are overdue. If no payment is received from the customer after a certain amount of time, issue a CCASR to return customer to PG&E.

6. Reporting

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP
Call Center Stats	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
County Invoice Summary Reports	Monthly	SFTP
Day To Invoice	Weekly, Monthly	SFTP
100% Opt Up with Address	Weekly, Monthly	SFTP
Utility User Tax (UUT) Where Applicable	Monthly	Email
Invoice Summary Report	Weekly, Monthly	SFTP
Invoice Summary Report-Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

- i. Ensure monthly status reports are provided during the first week of each month.
- ii. Ensure weekly status reports are provided during all other enrollment periods.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Contractor based on the following fee schedule and terms:

Contractor's cost for the services listed in Exhibit A is \$1.15 per active meter per month. Travel and all start-up costs are included in this price. Contractor will not invoice PCEA nor will PCEA owe payments to Contractor no sooner than sixty (60) calendar days following the date on which the first PCEA customer meter becomes active.

The Fees defined in Exhibit B include only those service and items expressly set forth in Exhibit A of this Agreement. Unless otherwise agreed to by PCEA and the Contractor, the cost of additional deliverables provided by Contractor to PCEA shall be passed through directly to PCEA without mark-up using a labor rate of \$150.00 per hour.

RESOLUTION NO. _____

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF
CALIFORNIA**

*** * * * ***

**RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE AN
AGREEMENT BETWEEN NOBLE AMERICAS ENERGY SOLUTIONS LLC AND THE
PENINSULA CLEAN ENERGY AUTHORITY FOR PROVISION OF DATA
MANAGEMENT SERVICES AND ESTABLISHMENT OF A CUSTOMER CALL
CENTER FOR A TERM BEGINNING IN APRIL 2016 AND ENDING JULY 1, 2018 IN
AN AMOUNT OF \$1.15 PER ACTIVE METER PER MONTH IN A FORM OF
AGREEMENT APPROVED BY THE EXECUTIVE COMMITTEE AND GENERAL
COUNSEL**

RESOLVED, by the Peninsula Clean Energy Authority of the County of San
Mateo, State of California, that

WHEREAS, the Peninsula Clean Energy Authority ("Peninsula Clean Energy")
was formed on February 29, 2016; and

WHEREAS, launch of service is planned for October 2016; and

WHEREAS, Peninsula Clean Energy needs data management services and to
establish a customer call center to effectuate a successful launch and it is important that
contract begin as soon as reasonably possible to meet target dates; and

WHEREAS, on behalf of Peninsula Clean Energy, the County of San Mateo administered a competitive process to select a Contractor capable of providing these services; and

WHEREAS, at the conclusion of that process, Noble Americas Energy Solutions LLC (“Noble Solutions”) was identified as the proposer with the most competitive proposal and the parties have nearly completed the process of negotiating a draft Agreement to provide these services to Peninsula Clean Energy; and

WHEREAS, a draft form of such agreement has been provided to the Board for its review, reference to which should be made for further particulars; however, additional negotiation of some legal terms may still be necessary and the Board wishes to delegate to the Executive Committee and General Counsel approval of the form of agreement within the parameters set by this Board.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of Peninsula Clean Energy is hereby authorized to execute, on behalf of the Board, the Agreement with Noble America Energy Solutions LLC for provision of Data Management Services and Establishment of a Customer Call Center for a term beginning in April 2016 and ending July 1, 2018 in an amount of \$1.15 per active meter per month and delegate to the Executive Committee and General Counsel approval of the form of agreement within these parameters.

* * * * *

[CCO-113499]



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: April 12, 2016

BOARD MEETING DATE: April 14, 2016

SPECIAL NOTICE/HEARING: None

VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Joint Powers Board

FROM: Jim Eggemeyer, Director, Office of Sustainability, County of San Mateo

SUBJECT: Discussion regarding the resource mixes and pricing of existing Community Choice Aggregation programs' default products and the schedule and process for setting the resource mix and pricing of PCE's default product.

RECOMMENDATION:

Receive information from and provide direction to Staff regarding the resource mix and pricing of PCE's default product.

BACKGROUND:

On March 31st, 2016, the Peninsula Clean Energy Authority Board of Directors (Board) approved the resolution adopting the Implementation Plan for Peninsula Clean Energy (PCE), as well as received a presentation regarding a Request for Proposals (RFP) for an energy service provider. The RFP for an energy service provider was released on April 4th. The Implementation Plan was subsequently submitted to the California Public Utilities Commission on April 5th. Per direction by the Board, both the Implementation Plan and RFP stated that PCE's initial default product offering will be an electricity mix that contains a minimum of 50% renewable energy.

Staff has received numerous questions from members of the Board as well as from the community regarding the amount of renewables in the default product offering for PCE. This memo describes the process by which PCE will ultimately define the renewable and greenhouse gas (GHG) free power levels of its default product.

DISCUSSION:

The RFP for an energy service provider specifies target levels of both renewable (50%) and GHG-free power (20 - 25%) for PCE's default product. These numbers are fixed in the RFP to obtain multiple and comparable bids from potential suppliers. The RFP and the subsequent responses are not binding. Upon receipt and review of the responses to the RFP, PCE will begin to negotiate with one or more respondents on a final contract. The final contract will be based on a number of moving parts, including renewable and GHG-free energy levels and pricing.

The ultimate decision regarding the power supply mix for PCE's first contract will be determined when the Board defines the default product, which is anticipated to occur at the PCE Board meeting on May 12th. At that point, Staff will have current information from PCE's potential energy service providers and will be able to make an informed decision regarding renewable and GHG-free levels, projected customer rates, and monetary reserve accumulation. The Board will have the opportunity to consider incremental increases in renewables and/or GHG-free target percentages set forth in the RFP. Any increase will be assessed based on a variety of priorities including competitive rates, adequate reserve accumulation, and the highest practical levels of renewable and GHG-free power.

When the first energy contract is executed, PCE will continue to have flexibility to respond to market conditions. PCE will procure additional clean power to customers as needed, independent of the initial contract. The additional clean power may be procured by the initial provider, or by additional providers under new contracts. In addition, there will be opportunities to sell power from the initial contract and replace it with power from new sources.

To summarize, PCE is in the process of defining the parameters of its default product. There will be opportunities to assess market conditions before a contract is executed and to determine the future goals regarding an incremental increase of GHG-free and renewable electricity.

FISCAL IMPACT

There is no fiscal impact associated with receiving this report.

ATTACHMENTS

None