



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, March 24, 2016**

San Mateo County Office of Education, Corte Madera Room
101 Twin Dolphin Drive, Redwood City, CA 94065
7:00pm

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 Chambers. 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.

WELCOME AND ADMINISTERING THE OATH OF OFFICE

ROLL CALL

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.

INTRODUCTIONS OF THE PCEA TEAM

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. Adoption of Regular Meeting Schedule
2. Establishment of an Ad-Hoc Citizen Advisory Committee
3. Presentation and Discussion: PCE Program Debrief
4. Presentation and Discussion: Draft Implementation Plan
5. Presentation and Discussion: Energy Services Request for Proposals
6. Board Members' Reports
7. Staff Report

CONSENT AGENDA

8. Approve a Conflict of Interest Code for Peninsula Clean Energy
9. Resolution Authorizing an Agreement with the County Counsel's Office of San Mateo County for General Counsel Services for a term of two years in an amount not to exceed \$300,000.

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>.



Board of Directors Meeting Schedule 2016

Location: San Mateo County Office of Education Building, 101 Twin Dolphin Drive, Redwood City, CA 94065

Meeting Date	Time	Room
March 24, 2016	7:00pm	Corte Madera
March 31, 2016	6:30pm	Corte Madera
April 14, 2016	6:30pm	Corte Madera
April 28, 2016	6:30pm	Corte Madera
May 12, 2016	6:30pm	Corte Madera
May 26, 2016	6:30pm	Corte Madera
June 9, 2016	6:30pm	Pine and Oak
June 23, 2016	6:30pm	Corte Madera
July 14, 2016	6:30pm	Corte Madera
July 28, 2016	6:30pm	Corte Madera
August 11, 2016	6:30pm	Corte Madera
August 25, 2016	6:30pm	Corte Madera
September 8, 2016	6:30pm	Corte Madera
September 22, 2016	6:30pm	Corte Madera
October 27, 2016	6:30pm	Pine and Oak
November 17, 2016	6:30pm	Corte Madera
December 15, 2016	6:30pm	Corte Madera



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: March 17, 2016
BOARD MEETING DATE: March 24, 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: Citizens Advisory Committee

RECOMMENDATION:

Establish an Ad-Hoc Citizens Advisory Committee to provide recommendations on items presented to your Board.

BACKGROUND:

While exploring the feasibility of establishing a Community Choice Energy program in San Mateo County, the Office of Sustainability and County leadership identified the need to establish a transparent and collaborative process to gather input on the program. Therefore, in May 2015, the Office of Sustainability formed the Community Choice Energy Advisory Committee, later re-named the Peninsula Clean Energy Advisory Committee (Advisory Committee). The purpose of the Advisory Committee was to provide a forum for local governments, community stakeholders and the public to learn about and provide feedback on matters related to Peninsula Clean Energy.

Each city in San Mateo County had one seat on the Advisory Committee, occupied by either a staff member or elected official. County Board Supervisors Carole Groom and Dave Pine served as the Committee's co-chairs. In addition to local governments, the Advisory Committee included members of fifteen local organizations, representing a diversity of interests. These organizations included: Burlingame Citizens Environmental Council; Chambers of Commerce; International Brotherhood of Electrical Workers Local Chapter 1245; Menlo Spark; North Fair Oaks Community; Pacifica Climate Committee; Legal Aid Society of San Mateo County; San Mateo County Association of Realtors; San Mateo County Economic Development Association; San Mateo Community Choice; Sierra Club, Loma Prieta Chapter; San Mateo County Central Labor Council; San Mateo

County School Boards Association; San Mateo County Special Districts Association; and San Mateo County League of Women Voters.

The Advisory Committee met monthly from May 2015 to February 2016. All meetings were open to the public. The Committee discussed items such as: Peninsula Clean Energy's branding and logo; the technical feasibility study; formation and governance of Peninsula Clean Energy; communications and outreach; and the implementation plan. The Advisory Committee dissolved in February 2016 after the formation of the Peninsula Clean Energy Authority.

DISCUSSION:

The Office of Sustainability and County leadership both recognize the benefits of having included local stakeholders in the formation of Peninsula Clean Energy and believe further stakeholder input is important to ensuring Peninsula Clean Energy is representing the interests of the San Mateo County community. Therefore, the Office of Sustainability is recommending the formation of an ad-hoc Citizens Advisory Committee that will provide recommendations on items presented to your Board.

The Citizens Advisory Committee will be a limited-term, ad-hoc committee of your Board. The Committee will include one primary member and one alternate from each local organization that previously served on the Peninsula Clean Energy Advisory Committee. The members will be selected by their prospective organizations. At your Board's direction, membership on the Citizens Advisory Committee may be expanded at any time to include other organizations. The Citizens Advisory Committee will meet monthly for a limited period of time, beginning in April 2016, and will be subject to the Brown Act. The Citizens Advisory Committee will be dissolved after launch of the PCE services in October 2016, at which time your Board may choose to establish an official, long-term committee.

The Citizens Advisory Committee will receive information and provide recommendations on items central to the formation of Peninsula Clean Energy. Topics brought to the Committee may include, but are not limited to: contracts, outreach and communications, electricity procurement and the ratesetting process. A member of the Citizens Advisory Committee will provide a report on the recommendations made by the Committee to your Board on a monthly basis.

FISCAL IMPACT:

There will be no fiscal impact to establishing the Citizens Advisory Committee.

ATTACHMENT

- A. List of past advisory committee organizations



Community Choice Energy in San Mateo County

CCE Advisory Committee Roster

City	Advisory Board Member	Alternate
County of San Mateo	Carole Groom (Committee Co-Chair; Board President)	
County of San Mateo	Dave Pine (Committee Co-Chair; Supervisor)	
Atherton	Rick DeGolia (Mayor)	Bill Widmer (Councilmember)
Belmont	Charles Stone (Councilmember)	Greg Scoles (City Manager)
Brisbane	Lori Liu (Councilmember)	Clarke Conway (Councilmember)
Burlingame	Sigalle Michael (Sustainability Coordinator)	Lisa Goldman (City Manager)
Colma	Brad Donohue (Public Works Director)	Sean Rabe (Town Manager)
Daly City	Julie Underwood (Assistant City Manager)	Stephen Stolte (Sustainability Coordinator)
East Palo Alto	Larry Moody (Councilmember)	Michelle Daher (Management Analyst)
Foster City	Dante Hall (Assistant City Manager)	Andra Lorenz (Management Analyst)
Half Moon Bay	Marina Fraser (Mayor)	Deborah Penrose (Councilmember)
Hillsborough	Laurence May (Mayor)	Elizabeth Cullinan
Menlo Park	Catherine Carlton (Mayor)	Heather Abrams (Environmental Programs Manager)
Millbrae	Wayne Lee (Councilmember)	Marcia Raines (City Manager)
Pacifica	Lorenzo Hines (Asst City Manager)	Christian Murdock (Associate Planner)
Portola Valley	Jeff Aalfs (Mayor)	Craig Hughes (Councilmember)
Redwood City	Ian Bain (Councilmember)	Ramana Chinnakotla (Public Works Director)
San Bruno	Michael Salazar (Councilmember)	Jimmy Tan (City Engineer)
San Carlos	Cameron Johnson (Vice Mayor)	Ron Collins (Mayor)
San Mateo	Joe Goethals (Councilmember)	Maureen Freschet (Mayor)
South San Francisco	Pradeep Gupta (Councilmember)	Mark Addiego (Vice Mayor)

Woodside	Ron Romines (Councilmember)	Deborah Gordon (Mayor Pro Tem)
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Organization	Advisory Board Member	Alternate
Burlingame Citizen Environmental Council	Mike McCord	Steven Cady
Chambers of Commerce	Amy Buckmaster	Maria Martinucci
IBEW Local 1245	Landis Martilla (Business Representative)	
Menlo Spark	Diane Bailey (Executive Director)	Brent Harris (Redstone Strategy Group)
North Fair Oaks Community Council	David Bui	Pending
Pacifica Climate Committee	Kirsten Schwind	Carlos Davidson
Legal Aid Society of San Mateo County	Stacey Hawver (Executive Director)	Shirley Gibson (Directing Attorney)
SAMCAR	Marianne Osberg	
SAMCEDA	Amanda Borsum (Communications Manager)	Rosanne Foust (CEO)
San Mateo Community Choice	Jan Butts	Janet Creech
Sierra Club Loma Prieta Chapter	Sue Chow	Gladwyn D'Souza
San Mateo County Central Labor Council	James Ruigomez (Business Manager/Executive Officer, Building and Construction Trades Council of San Mateo Council)	Mark Leach
San Mateo County School Boards Association	Alisa MacAvoy (RWCSA Board)	Chelsea Bonini (SM-FCSD Board)
San Mateo County Special Districts Association	Kathryn Slater Carter	Harvey Rarback
San Mateo County League of Women Voters	Susie Raye	Pending



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: March 11, 2016
BOARD MEETING DATE: March 24, 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: Peninsula Clean Energy Program Debrief

RECOMMENDATION:

Receive presentation on “Peninsula Clean Energy Program Debrief.”

BACKGROUND:

Based on direction from the County of San Mateo Board of Supervisors, the County Office of Sustainability (OOS) started investigating the possibility of forming a Community Choice Energy (CCE) program in the region in early 2015. After conducting initial outreach to cities around the county, the OOS found that there was interest among city staff and councilmembers to participate in a countywide CCE program.

In February 2015, all cities agreed to participate in a technical feasibility study by authorizing the release of their electricity load data. The study was commissioned by the County and conducted by the firm Pacific Energy Advisors, Inc. (PEA). The findings of the study demonstrated that a CCE program in San Mateo County would be able to both meet the economic goal of reduced electricity rates as well as the environmental goal to reduce overall greenhouse gas emissions.

In May 2015, an Advisory Committee was formed, comprised of representatives from all the cities in the county as well as selected stakeholder groups. This Advisory Committee provided valuable input to the County CCE team, and met monthly until the last meeting in February 2016.

In November 2015, the County Board of Supervisors voted to authorize a CCE program in San Mateo County called Peninsula Clean Energy (PCE), and to form a Joint Powers Authority called the Peninsula Clean Energy Authority (PCEA) to administer the

program. Shortly after, County staff and consultants conducted numerous study sessions and presentations to all the city councils in the county regarding the PCE program. By February 2016, all the city councils in San Mateo County had voted unanimously to join the PCEA and implement the PCE program.

Throughout the past year, the OOS conducted outreach to raise awareness of PCE and educate both community members and city officials. These outreach efforts included presentations to community groups, city councils, and businesses; tabling at community events; posting on social media including Facebook and Twitter; maintaining and utilizing an email listserv; and working closely with local advocacy groups. The OOS also hired the firm Circlepoint to develop a brand name, logo, website, and outreach collateral for the program. The collection of collateral includes: a tri-fold pamphlet describing the basics of CCE; a community guide to the feasibility study; a general FAQ sheet; and an FAQ sheet on Net Energy Metering. All pieces of collateral, with the exception of the Net Energy Metering FAQ, have been translated into Spanish, Chinese, and Tagalog.

DISCUSSION:

While much has been accomplished in the past year, there remains many more steps moving forward in order to successfully launch the PCE program.

General

The overall administration and logistics of the program will need to be completed. This includes securing an office location and hiring a Chief Executive Officer and other staff to run the PCEA.

Technical

By law, an implementation plan will need to be submitted to and approved by the California Public Utilities Commission. Contingent upon your Board's approval, the implementation plan will be submitted in early April. Additionally, both a data management firm and energy services provider will need to be hired. The data management firm will facilitate customer data integration between Pacific Gas & Electric (PG&E) and PCE as well as provide a customer call center to respond to the questions and concerns of PCE customers. The energy service provider will procure electricity products and provide services in regards to those products for PCE.

Financial

The County has been and will be providing the initial funding for the start-up of the program. The Board of Supervisors has allocated \$1.1 million thus far to cover the costs of Phases 1 and 2. The OOS will be requesting additional funding from the Board of Supervisors for Phase 3 and 4. All funds provided by the County will be paid back through ratepayer funds over a period of thirty-six months once PCE begins serving customers.

In addition, PCE must secure bank financing in order to procure the initial bulk of electricity for PCE customers. Staff are currently working with local and regional banks to identify potential banking partners and will return to your Board to finalize a loan agreement.

Outreach

The firm Circlepoint was recently hired by the OOS to conduct the marketing and outreach campaign for PCE. This campaign is aimed at significantly raising awareness of the program across the County in preparation for launch. Elements of the campaign will include advertising across all media and channels (e.g. television, radio, online, print), development of new collateral and materials, and partnering with local media outlet for press releases and editorials. The campaign will also specifically target groups such as low income families, non-English speakers, and seniors. Finally, enrollment notices will need to be sent out to all customers according to their automatic enrollment schedule.

FISCAL IMPACT:

There will be no fiscal impact associated with receiving this presentation.

ATTACHMENT

- A. Peninsula Clean Energy Program Timeline



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: March 11, 2016
BOARD MEETING DATE: March 24, 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: Peninsula Clean Energy Draft Implementation Plan

RECOMMENDATION:

Receive presentation on draft Peninsula Clean Energy Implementation Plan.

BACKGROUND:

California Assembly Bill 117 (2002)—the enabling legislation for Community Choice Aggregation Programs in California—requires all Community Choice Aggregation programs to file an implementation plan with the California Public Utilities Commission (CPUC). This plan must be adopted at a public hearing and certified by the CPUC before a Community Choice Aggregation program can begin service.

AB 117 lists the required elements for the implementation plan, which includes:

- An organizational structure of the program, its operations, and its funding
- Rate-setting and other costs to participants
- Provisions for disclosure and due process in setting rates and allocating costs among participants
- Methods for entering and terminating agreements with other entities
- Rights and responsibilities of program participants
- Provisions for the termination of program
- Description of third parties that will be supplying electricity under the program

The County's Office of Sustainability (OOS) recognized the need to elicit stakeholder feedback on the key elements of the implementation plan before bringing a draft to your Board. Therefore, the OOS extended its agreement with Pacific Energy Advisors (PEA) to assist with development of a draft plan. PEA presented on the content and purpose of the implementation plan at the November 2015 and January 2016 Peninsula Clean

Energy Advisory Committee (Advisory Committee) meetings. Based on feedback from members of the Advisory Committee and the public, the OOS and PEA developed a draft plan and presented it to the Advisory Committee in February 2016. The current version of the draft implementation plan reflects comments and recommendations made at all three of the Advisory Committee meetings.

DISCUSSION:

The OOS worked with PEA to develop the draft Peninsula Clean Energy implementation plan (Attachment A) using a template plan supplied by the CPUC. Although most of the language in the plan is standard, there are a number of ‘decision points’ that will serve as guidelines for how PCE operates and serves its customers. The OOS has made recommendations on these decisions points, based on comments from the Advisory Committee. A summary of the key recommendations are listed as follows:

- Financing plan: Start-up funding will be provided by a loan from the County of San Mateo and a bank credit facility; Start-up costs will be fully recovered through rates within the first several years of operation
- Program phase-in: Service will be rolled-out to customers in three phases over a one year period; PCE will offer an “early adopter” program for customers who are designated to be in Phases 2 or 3 but wish to be in Phase 1
- Load forecast and resource plan: PCE’s initial resource mix will include a renewable energy content of at least 50%, which will incrementally increase; PCE will offer an additional, voluntary 100% renewable energy option; PCE will invest in demand reduction measures to reduce customer energy costs; PCE will invest in local infrastructure, projects and energy programs
- Ratesetting: PCE’s goal will be to offer competitive rates and ensure rate stability and revenue sufficiency; Rate structure will be similar to that of the incumbent utility (PG&E)
- Electric supply procurement process: PCE will choose an energy provider based on a competitive solicitation process; Final supplier selection will be made by your Board

The draft implementation plan (Attachment A) highlights each of these decision points for your Board’s consideration. It should be noted that the implementation plan is flexible and does not commit PCE to the decision points outlined above; in the future, your Board may change certain elements depending on the changing energy demands or other needs.

FISCAL IMPACT:

There will be no fiscal impact.

ATTACHMENT

- A. Draft Implementation Plan



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: March 15, 2016
BOARD MEETING DATE: March 24, 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: Energy Services Provider Request for Proposals Presentation

RECOMMENDATION:

Receive presentation on “Energy Services Provider Request for Proposals.”

BACKGROUND:

In order to procure electricity for its customers, Peninsula Clean Energy (PCE) will need to solicit bids from providers of electric power products and services. These products and services include: shaped conventional energy, renewable energy, greenhouse gas free energy, resource adequacy, and scheduling coordination services. The Office of Sustainability has worked with the firm Pacific Energy Advisors, Inc. (PEA) to draft a request for proposals (RFP) for an energy service provider. The scope of the work in the RFP was developed based on similar contracts held by existing Community Choice Energy programs in California and adapted to meet the goals and electricity needs of PCE.

DISCUSSION:

The RFP for an energy service provider for PCE includes the scope of work, RFP schedule, and criteria for evaluating proposals. The anticipated contract term will be for four years; at that time, your Board may re-evaluate the scope of services for the energy service provider in order to adapt to PCE’s changing needs. Per the procurement standards outlined in the draft implementation plan, PCE will be seeking electric power products to fulfill its offerings of a 50% renewable default product and 100% renewable option, with preference given to local products.

Scope of Work

The products and services requested in this RFP are as follows:

- **Shaped Energy:** Proposers are asked to shape conventional energy deliveries to match the projected hourly load profile of PCE customers. They are also required to describe where they intend to source these conventional energy supplies.
- **Renewable Energy:** Proposers are asked to provide energy from qualifying renewable resources that meet eligibility criteria established under California's Renewable Portfolio Standard (RPS) program. These resources generally include, but are not limited to, the following technologies: wind, small hydroelectric (30 MW or less), geothermal, biogas including landfill gas or other gasification technologies, biomass combustion, photovoltaic, solar thermal, tidal current, and ocean wave. These resources should meet delivery requirements established for Portfolio Content Category 1 (PCC1) and Portfolio Content Category 2 (PCC2) as defined under California's RPS program. PCE will rely solely on the use of PCC1 and PCC2 resources. There is a strong preference for local renewable energy resources (within San Mateo County), but other purchases of bundled energy and renewable attributes from regionally located renewable generating resources will also be considered. These resources will receive a preference during evaluation based on their relative proximity to the County.
- **Carbon Free Energy:** Proposers are asked to provide carbon-free energy to meet PCE's annual carbon reduction targets. This energy will be limited to unit-specific hydroelectricity produced by California-based or regional generators (located within the Western Electricity Coordinating Council and deliverable to California).
- **Resource Adequacy Capacity:** PCE seeks bids for resource adequacy (RA) capacity satisfying applicable requirements for the following capacity products: Northern California CAISO Zone, North-of-Path 15 (NP 15) System RA; Local RA; and Flexible RA. Local RA is to be provided/scheduled from resources located within the PG&E "Greater Bay Area" and the "Other PG&E" local capacity areas.
- **Scheduling Coordinator Services:** These services include all California Independent System Operator (CAISO) interface services and the submission of schedules, bids, and other required information for PCE's shaped energy, renewable energy, carbon-free energy, and RA in accordance with the obligations of a Scheduling Coordinator (SC).

Evaluation

Proposers will be evaluated based on the following criteria:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public and/or private agencies to provide these services
- History of successfully performing services for public and/or private agencies and other CCA's

- Financial viability of proposer
- Reliability and environmental attributes of proposed power supply, including the anticipated fuel source(s) associated therewith
- Use of local renewable energy resources
- Ability to support achievement of quantifiable demand reductions (e.g. energy efficiency savings, conservation, load interruption, demand response, etc.), as demonstrated by the proposer
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Ability to meet any required timelines or other requirements
- Existence of and circumstances surrounding any claims and violations against you or your organization
- Cost to PCE for the primary services described by this RFP
- References
- Compliance with RFP and contractual requirements

Schedule

EVENT	DATE
Release Request for Proposals	April 4, 2016
Questions Submitted to County Deadline	April 11, 2016
Release Responses to Questions	April 13, 2016
Proposal Deadline	April 15, 2016
Short Listing and Notification for Interviews ⁽¹⁾	April 19, 2016
Conduct Interviews ⁽¹⁾	April 26, 2016
Final Selection and Contract Negotiations Begin ⁽¹⁾	May 2, 2016
Protest Deadline ⁽¹⁾	May 9, 2016
Master Agreement Execution	June 7, 2016
Best and Final Offer	June 8, 2016
Confirmation(s) Execution ⁽¹⁾	June 8, 2016

⁽¹⁾ Subject to change

FISCAL IMPACT:

There will be no fiscal impact associated with receiving this presentation.

ATTACHMENT

- A. Draft Power Supplies and Services Request for Proposals

REQUEST FOR PROPOSALS



COMMUNITY CHOICE AGGREGATION POWER SUPPLIES AND SERVICES

RFP Number

County of San Mateo Office of Sustainability

Release Date: April 4, 2016

Responses must be Received
by 5:00 p.m. Pacific Standard Time
on April 15, 2016

**REQUEST FOR PROPOSALS
FOR
SHAPED ENERGY, RENEWABLE ENERGY, CARBON FREE
ENERGY, RESOURCE ADEQUACY CAPACITY, AND
SCHEDULING COORDINATOR SERVICES FOR PENINSULA
CLEAN ENERGY**

Interested vendors must register online with the County at
www.publicpurchase.com

Proposals must be submitted electronically to
www.publicpurchase.com

By 5:00 p.m. Pacific Time on April, 15 2016

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (“RFP”) seeks a provider of electric power products and services to fulfill the retail electricity requirements of customers who will participate in a Community Choice Aggregation (“CCA”) Program (“CCA Program” or “Program”) promoting the use of renewable and low carbon emitting energy sources throughout the County of San Mateo, California. The target start date and delivery term for the requested electric power products and services is **October 1, 2016 through December 31, 2020, subject to negotiation of a final agreement.**

B. BACKGROUND

The County of San Mateo (“County”) began exploring the possibility of creating a CCA program in late 2014 with the objective to reduce greenhouse gas emissions from the use and generation of electricity while maintaining competitive electric rates for participating residential and business customers. As part of this process, the Board of Supervisors allocated funds for a technical feasibility study that was completed by Pacific Energy Advisors in October 2015. All twenty cities in the County (and the County itself) participated in this study. The technical feasibility study showed that a CCA program that met both the environmental and economic goals of the County would be feasible in consideration of current wholesale pricing for requisite energy products and services.

The County then began to educate residents, businesses and local elected officials about CCA by hosting workshops, presenting at study sessions, and developing a related website (<http://www.peninsulacleanenergy.com>). The County also convened an Advisory Committee for the program, comprised of representatives from all of the cities in the county as well as relevant stakeholder groups. The Committee met on a monthly basis to provide input on various aspects of the program.

By early February 2016, all cities in the county had individually passed resolutions providing for the formation of a Joint Powers Agency called the Peninsula Clean Energy Authority (“PCEA”), which would administer a CCA program in San Mateo County (called Peninsula Clean Energy, or “PCE”). The first meeting of the PCEA Board was held in March 2016. PCEA plans to begin a full public outreach and marketing campaign in June 2016 and plans to commence electric service to the CCA’s initial customers in October 2016.

An Implementation Plan (“Plan”) outlining PCE’s basic program features was approved by the PCEA Board of Directors on March 31th, 2016 and has been submitted to the California Public Utilities Commission for certification, consistent with applicable sections of the California Public Utilities Code. The Plan includes key

decision points for the organization, such as the retail electricity product options and the proposed phasing schedule for CCA customers.

As described in the Plan, PCE will offer two retail electricity products to participating customers: (1) a default option (minimum 50% renewable energy content); and (2) a voluntary “opt-up” option (100% renewable energy content). Once offered service, prospective customers may also opt-out of the CCA program, continuing to receive electric generation service from the incumbent utility, Pacific Gas & Electric Company (“PG&E”).

The County anticipates that there will be a phased implementation approach to CCA service delivery, meaning that various prospective customers of the CCA program will be enrolled over time. Such a phase-in process may take one or more years, subject to financial and administrative considerations. Pacific Energy Advisors—the County’s technical consultant—in cooperation with County staff and elected leadership has developed a phase-in schedule, which would include approximately 60,000 electric accounts in phase one (comprised of residential, municipal, and all small/medium business accounts), commencing in/around October 2016. The second phase is expected to occur six months after the first, commencing in spring 2017, and will include roughly 80,000 additional customers. Following the successful implementation of phases one and two, commencement of the final phase will occur approximately six months thereafter (Fall 2017) and will include all remaining prospective customers (~100,000 additional accounts). However, it is worth noting that these numbers reflect projected opt-out rates; actual customer participation may vary from such projections, resulting in final customer counts that may be higher or lower than the aforementioned totals. For additional details related to PCE’s opt-out rate projections and sensitivity analyses, as well as other information related to the expected operations of the PCE program, please see the Peninsula Clean Energy CCA Technical Study (Enclosure 7).

The products and services requested in this RFP include: (1) shaped energy; (2) renewable energy; (3) carbon free energy; (4) resource adequacy capacity; and (5) scheduling coordinator services.

C. THE REQUEST FOR PROPOSAL PROCESS

This RFP seeks the submission of proposals to provide the requested electric power products and services from qualified proposers. The County of San Mateo seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the proposer’s demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer’s personnel and resources.

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The energy supply products and services being requested under this solicitation are described below.

1. Shaped Conventional Energy

All electric energy requirements associated with the PCE customer accounts included within the first phase of customer enrollments. The selected supplier shall be responsible for electric energy delivery to the PG&E Load Aggregation Point (“Delivery Point”), as defined by the California Independent System Operator (“CAISO”). Proposers should shape conventional energy deliveries to match the projected hourly load profile of PCEA (profiles can be located in Exhibit A provided in the Bid Workbook).

Proposers must describe whether they intend to source the requested conventional energy supplies from: 1) generating units owned by the proposer; 2) generating units controlled under contract (and identified as specified generating sources to PCE); and/or 3) unspecified/market sources (information to be provided in Exhibit E of the Bid Workbook). Where possible, any specified generating sources to be used in fulfilling delivery of the proposed power supplies must be identified by the proposer or be identified as “to be determined” in the proposer’s bid materials.

2. Renewable Energy

Energy from qualifying renewable resources that meet the eligibility criteria established under California’s Renewables Portfolio Standard (“RPS”) program (also known as “Eligible Renewable Resources”), as published and occasionally updated by the California Energy Commission (“CEC”). Eligible Renewable Resources, as defined by the CEC, generally include electric generators utilizing one or more of the following technologies: wind, small hydroelectric (30 MW or less), geothermal, biogas including landfill gas, digester gases and gas conversion or gasification technologies, direct combustion biomass, biodiesel power producing facilities, photovoltaic, solar thermal, fuel cells using eligible renewable fuels, qualifying municipal solid waste conversion, tidal current, ocean wave, and ocean thermal technology. PCEA seeks proposals that include renewable energy products meeting the delivery requirements established for Portfolio Content Category 1 (“PCC1”) and Portfolio Content Category 2 (“PCC2”), as defined under California’s RPS program. The specific annual volumes of PCC1 and PCC2 renewable energy are provided in Exhibit B of the Bid Workbook. PCEA expects that all renewable energy certificates associated with the requested renewable energy product volumes will be timely transferred by the proposer to PCEA via the Western Renewable Energy Generation Information System (“WREGIS”).

PCEA has a need for renewable energy to meet its RPS procurement obligations (“Compliance Renewable Energy”) and renewable energy to meet its own, voluntary renewable energy procurement requirements (“Voluntary Renewable Energy”), which are expected to exceed applicable Compliance

Renewable Energy mandates. PCEA requires Compliance Renewable Energy that meets all requirements of California's RPS; however, with respect to the SB1X categorical limitations/requirements, the PCEA will rely on the exclusive use of PCC1 and PCC2 resources. PCEA requires Voluntary Renewable Energy volumes to supplement the requested Compliance Renewable Energy volumes in order to achieve the following portfolio objectives: 1) an overall initial 50% renewable energy content for PCE's Standard Tariff product; and 2) 100% renewable energy content for customers participating in PCE's voluntary renewable energy product option. Voluntary Renewable Energy will be met with both PCC1 and PCC2 Eligible Renewable Resources.

PCEA has a strong preference for Local renewable energy resources but may also consider purchases of bundled energy and renewable attributes from regionally located renewable generating resources. For purposes of this solicitation, Local renewable resources are defined as those resources located within the County of San Mateo's geographic boundaries. Local resources will be scored with the highest possible point rating during the PCEA's evaluation of RFP responses. Regional renewable resources are defined as resources located outside of the County of San Mateo but within the Northern California CAISO Zone, North-of-Path 15 ("NP 15"), including all counties within this region as well as portions of Monterey, San Benito, Fresno, Tulare and Inyo counties. Regional resources will receive evaluative preference (i.e., higher point ratings) based on relative proximity to the County. Other renewable resources, which include resources not previously defined as Local or Regional, may be proposed in response to this solicitation but will receive reduced point ratings in consideration of the relative proximity of such resources to the County. Proposed power supplies that include Local renewable resources will be given preference over those containing remotely located resources as further described in the Evaluation Criteria.

3. Carbon Free Energy

In order for PCEA to meet its annual carbon reduction targets, it seeks bids for additional carbon free energy volumes to supplement the aforementioned renewable energy volumes. For purposes of this solicitation, carbon free energy will be limited to unit-specific hydroelectricity produced by California-based or regional generators (located within the Western Electricity Coordinating Council and deliverable to California) and accompanied by sufficient documentation that will substantiate the PCEA's inclusion of such volumes under the reporting requirements of California's Power Source Disclosure Program, including related hydroelectricity claims on the PCEA's annual Power Content Label. All carbon free energy shall be scheduled for delivery to the CAISO in a manner that reduces financial risks to the PCEA while ensuring that any/all GHG emissions benefits associated with such carbon free volumes are retained by PCEA. Annual carbon free energy volumes are provided in Exhibit C of the Bid Workbook.

4. Resource Adequacy Capacity

PCEA seeks bids for resource adequacy ("RA") capacity satisfying applicable requirements for the following capacity products: (1) NP 15 System RA; (2) Local RA; and (3) Flexible RA. Qualifying capacity will be determined by the

most recent CAISO rating of generating units for RA purposes and include any flexible capacity attributes. RA products are to be provided/scheduled over a minimum term of fifteen (15) months commencing in October 2016. Local RA is to be provided/scheduled from resources located within the PG&E "Greater Bay Area" and the "Other PG&E" local capacity areas, as specified in Exhibit D of the Bid Workbook.

5. Scheduling Coordination Services

All CAISO interface services, which includes the submission to the CAISO of all schedules and meter data reports required to be filed by the Scheduling Coordinator ("SC") for the meters enrolled in the Program, and the submission of schedules, bids and other required information for PCEA's shaped energy, renewable energy, carbon free energy and RA in accordance with the obligations of an SC as defined by the CAISO.

SC services include short-term forecasting of load (i.e., week-ahead, day-ahead, and hour-ahead), scheduling load into the CAISO day-ahead market, validating CAISO statements for load settlements, minimizing and managing real-time imbalance exposure, as well as managing a Congestion Revenue Rights ("CRR") portfolio and bidding into the various CRR auctions. PCEA is not requesting generation scheduling services as part of this RFP, but all proposers must possess the capability and experience to schedule future PCEA renewable generation projects into the CAISO market. Additionally, the SC will be required to submit regulatory and compliance filings, such as monthly RA compliance reports, to the CAISO on behalf of PCEA.

It is also expected that the SC will be responsible for satisfying the various CAISO financial requirements and obligations (i.e., collateral obligations).

B. LENGTH OF AGREEMENT

The anticipated duration of the agreement will be a minimum thirty-nine month term, but proposers may offer extended term lengths up to fifty-one months in duration. The term of agreement shall begin on October 1, 2016.

Proposers should note that while the County of San Mateo is administering this RFP, the final contract will be negotiated and executed with PCEA.

C. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

1. Proposals shall specify the following pricing criteria:

- For shaped conventional power, bids are to be provided as a fixed \$/MWh price for each calendar year (or portion thereof) of the proposed contract term for delivery to the delivery point defined as DLAP_PGAE-APND by the CAISO.
- For renewable energy, bids are to be provided as a fixed \$/MWh price premium (expressed as an adder on top of the shaped conventional energy price) for each calendar year (or portion thereof) of the proposed contract term.
- For carbon free energy, bids are to be provided as a fixed \$/MWh price premium (expressed as an adder on top of the shaped conventional energy price) for each calendar year (or portion thereof) of the proposed contract term.

- For resource adequacy capacity, bids are to be provided as a fixed \$/kW-month price for each calendar year of the proposed contract term.
 - For SC services, bids are to be provided as a fixed \$/MWh price over the entire contract term. PCEA anticipates that the fixed \$/MWh price for SC services would be applied to PCEA's monthly usage as reported to the CAISO (SC payments by PCEA would be based on the initial CAISO statements as well as all CAISO resettlement statements thereafter).
2. Proposers offering to provide energy products must be certified by CAISO as an SC, or must put forward a certified SC that will be responsible for scheduling loads and resources under the proposal. *If the proposer is not a certified CAISO SC and will be putting forward a third-party to serve in this capacity, PCEA will require these proposers to submit responses that are co-signed by the anticipated SC, verifying the intended business relationship and the anticipated scope of services to be provided.*
 3. Energy product proposals must describe the proposed sources of power supply (Exhibit E of the Bid Workbook), including resources that will be used to fulfill PCEA's conventional power requirements, RPS requirements, carbon free energy requirements and resource adequacy reserves in compliance with the California Public Utilities Commission's and CAISO's resource adequacy standards. Proposals must describe whether electricity would be provided from generation owned by the proposer, obtained under long-term contracts, obtained under short-term contracts and/or spot market purchases. Sufficient information regarding anticipated renewable resource use must be provided by the proposer to facilitate PCEA's determination regarding generator eligibility under California's RPS program and PCEA's locational resource preferences.
 4. Proposals must include a description of the proposed invoicing process, including anticipated timelines for PCEA payment delivery. PCEA is requesting proposals that provide for monthly invoices to be delivered no later than the fifteenth day of the month for products/services provided during the previous calendar month; payments would be due and payable on the twenty-fifth day of the month following the month in which such invoice was delivered.
 5. Energy product proposals must accommodate and include proposed terms for the integration/substitution of electric energy produced by renewable generating facilities that may be owned and/or controlled by PCEA throughout the prospective contract term.
 6. All proposals must indicate the date after which the proposed prices are no longer valid and subject to re-pricing.
 7. For all renewable energy purchased by PCEA, the supplier shall complete regular (i.e., monthly) certificate transfers via the WREGIS system. Through such transfers, all Environmental Attributes and Renewable Energy Certificates associated with PCEA's renewable energy purchases shall be conferred to PCEA, evidencing that PCEA has exclusive rights to the Environmental Attributes/Renewable Energy Certificates. E-tag documentation for PCC2 shall not associate any PCC2 delivered volumes with generators utilizing coal or nuclear fuel sources.

8. Delivery of carbon free volumes shall be documented through use of the CAISO inter-scheduling coordinator trade process or through appropriate identification of PCEA as the buyer on corresponding e-tags for imports into the CAISO balancing area, or other evidence sufficient to document delivery of carbon free energy volumes to PCEA.
9. The proposer or any guarantor must provide the following:
 - Audited financial statements from the prior two years of operations or a web address where such information may be accessed by the PCEA.
 - If available, a credit rating from two of the following: Standard & Poors, Moody's, or Fitch Investor Services from the most recent rating agency report.

SECTION III – GENERAL TERMS AND CONDITIONS

Read all Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

Proposal Becomes County Property. The RFP and all materials submitted in response to this RFP will become the property of the County.

Questions and Responses Process. Submit all questions relating to this RFP to the designated questions field associated with this RFP at publicpurchase.com.

All questions must be received no later than 5:00 p.m. on April 11, 2016.

All questions and responses will be posted to publicpurchase.com.

If changes to the RFP are warranted, they will be posted to the publicpurchase.com website. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications. No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the

proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the publicpurchase.com website as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the publicpurchase.com website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Provider(s). The selection of a provider will be memorialized in the form of a “County Agreement with Independent Contractor” (see the enclosed sample template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County’s waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected provider unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

Equal Benefits. With respect to the provision on employee benefits, contractor/ provider must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See attached materials.

Jury Duty. The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee’s regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Insurance. The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected. If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact With County Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Group Purchasing Organization Participation. Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

Travel Costs. If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations

and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

Miscellaneous. This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

SECTION IV – REQUEST FOR PROPOSALS PROCEDURE

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE
Release Request for Proposals	April 4, 2016
Questions Submitted to County Deadline	April 11, 2016
Release Responses to Questions	April 13, 2016
Proposal Deadline	April 15, 2016
Short Listing and Notification for Interviews ⁽¹⁾	April 19, 2016
Conduct Interviews ⁽¹⁾	April 26, 2016
Final Selection and Contract Negotiations Begin ⁽¹⁾	May 2, 2016
Protest Deadline ⁽¹⁾	May 9, 2016
Master Agreement Execution	June 9, 2016

Best and Final Offer	June 10, 2016
Confirmation(s) Execution ⁽¹⁾	June 10, 2016

(1) Dates are subject to change

B. SUBMISSION OF PROPOSALS

Provider/Service Provider Registration: Providers/service providers interested in responding to this RFP must register online with the County of San Mateo at www.publicpurchase.com. The County will not be held responsible for, or held liable for registration errors.

Proposal: The RFP response will be submitted electronically to www.publicpurchase.com by 5:00 p.m. Pacific Standard Time on April 15, 2016.

All responses must be received by the stated date and time in order to be considered for award. The County will not be responsible for and may not accept late proposals due to slow internet connection, or for any other electronic failure (including but not limited to information transmission and internet connectivity failures) of the publicpurchase.com system.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials

by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public and/or private agencies to provide these services
- History of successfully performing services for public and/or private agencies and other CCA's
- Financial viability of proposer
- Reliability and environmental attributes of proposed power supply, including the anticipated fuel source(s) associated therewith
- Use of local renewable energy resources
- Ability to support achievement of quantifiable demand reductions (e.g. energy efficiency savings, conservation, load interruption, demand response, etc.), as demonstrated by the proposer

- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Ability to meet any required timelines or other requirements
- Existence of and circumstances surrounding any claims and violations against you or your organization
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

E. PROPOSAL RECOMMENDATION

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

F. NOTICE TO PROPOSERS

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

G. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of Sustainability as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the

RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within five (5) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as follows:

Jim Eggemeyer
Director, Office of Sustainability
jeggemeyer@smcgov.org

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. GENERAL INSTRUCTIONS

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) complete electronic (PDF, Microsoft Word document, etc.) version of your proposal and any required attachments to the County via www.publicpurchase.com per the instructions found on the publicpurchase.com website.

B. COVER LETTER

Provide a one page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP

Proposers are required to provide indicative bids for each of the energy products and services by populating the Bid Workbook, which is included as an attachment to the RFP. The exhibits included in the Bid Workbook are as follows:

- Exhibit A – Shaped Energy
- Exhibit B – Renewable Energy
- Exhibit C – Carbon Free Energy
- Exhibit D – Resource Adequacy
- Exhibit E – Planned Resources

By completing the Bid Workbook, PCEA can most effectively and efficiently evaluate all of the proposals.

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

D. TABBING OF SECTIONS

TAB 1 Qualifications and Experience:

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

TAB 2 Philosophy and Service Model:

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background

checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- 2) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 4) Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow the County to assess the services you will provide.
- 5) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.

TAB 3 Customer Service:

- 1) How will your services meet the needs of County customers and/or the public?
- 2) In the event of a routine problem, who is to be contacted within your organization?
- 3) In the event of the identification of a problem by the County, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 4 Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization:

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

TAB 5 Cost Analysis and Budget for Primary Services:

- 1) Provide a detailed explanation for all costs associated with your providing the requested services if you are selected.
- 2) Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- 3) Include start-up costs if any.

TAB 6 Cooperative Purchasing:

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

TAB 7 Quality/Program Evaluation:

Each program may have specific quality/evaluation issues, below are some examples:

- 1) Describe the Quality Improvement plan. The plan should include a description of utilization review, co-occurring capability development, medication monitoring, case documentation, peer review, and other issues pertaining to quality improvement mandates and policies.
- 2) Describe a contingency emergency plan.
- 3) Describe credentialing/licensing.

TAB 8 References:

- 1) List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) Provide at least three client/patient references, if applicable and appropriate, for whom you have provided more than occasional services. Include names, titles, e-mail addresses and phone numbers for these individuals.

TAB 9 Statement of Compliance with County Contractual Requirements:

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

NOTE: The sample standard contract enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

SECTION VI – ENCLOSURES

Enclosure 1 Standard County Agreement template with Contractor

Enclosure 2 Equal Benefits Program – Frequently Asked Questions

Enclosure 3 Equal Benefits Requirements Chapter 2.84 of the Ordinance Code of San Mateo County

Enclosure 4 Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County

Enclosure 5 Fingerprinting Requirement Form

Enclosure 6 Attachment I: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended



PENINSULA CLEAN ENERGY
JPA Board Correspondence
General Counsel

DATE: February 29, 2016
BOARD MEETING DATE: March 24, 2016
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable PCE Joint Powers Board

FROM: John C. Beiers, County Counsel/General Counsel
David A. Silberman, Chief Deputy County Counsel/General Counsel

SUBJECT: Approval of Conflict of Interest Code

RECOMMENDATION:

Approve a Conflict of Interest Code for Peninsula Clean Energy.

BACKGROUND:

The Political Reform Act (Act) prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold. The individuals in the designed positions must disclose their financial interests as specified in the agency's conflict of interest code.

To help identify potential conflicts of interest, the law requires public officials and employees in designated positions in a conflict of interest code to report their financial interests on a form called Statement of Economic Interests (Form 700). The conflict of interest codes and the Form 700s are fundamental tools in ensuring that officials are acting in the public's best interest and not their own.

DISCUSSION:

The Fair Political Practices Commission (FPPC) has instructed that a conflict of interest code must:

1. Provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

2. Provide to each affected person a clear and specific statement of his or her duties under the conflict of interest code; and
3. Adequately differentiate between designated employees with different powers and responsibilities.

The Three Components of a Conflict of Interest Code

1. Incorporation Section (Terms of the Code) - This section designates where the Form 700s are filed and retained (i.e., the agency or the FPPC). This section also must reference Regulation 18730, which provides the rules for disqualification procedures, reporting financial interests, and references the current gift limit.
2. List of Designated Positions - The code must list all agency positions that involve the making or participation in making of decisions that “may foreseeably have a material effect on any financial interest.” This covers agency members, officers and employees, and it may include volunteers on a committee if the members make or participate in making government decisions.
3. Detailed Disclosure Categories - A disclosure category is a description of the types of financial interests officials in one or more job classifications must disclose on their Form 700s. The categories must be tailored to the financial interests affected, and must not require public officials to disclose private financial information that does not relate to their public employment.

General Counsel has drafted the Conflict of Interest Code, attached hereto as Attachment A, to comply with these requirements.

ATTACHMENT

- A. Conflict of Interest Code

**Conflict of Interest Code of
PENINSULA CLEAN ENERGY
A Joint Powers Authority**

**County of San Mateo
State of California**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of Peninsula Clean Energy.

As directed by Government Code Section 82011, the code reviewing body is the Board of Supervisors for the County of San Mateo. Pursuant to 2 Cal. Code of Regs. Section 18227, the County Clerk for the County of San Mateo shall be the official responsible for reviewing and retaining statements of economic interests and making the statements available for public inspection and reproduction.

Individuals holding designated positions shall file their statements of economic interests with Peninsula Clean Energy, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements, Peninsula Clean Energy shall make and retain copies and forward the originals to the County Clerk.

**Peninsula Clean Energy
Conflict of Interest Code**

List of Designated Positions for Peninsula Clean Energy and Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the designated employee's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including but not limited to late fines.

Designated Employees	Disclosure Category
Members, Board of Directors	1,2,3,4
Chief Executive Officer	1,2,3,4
General Counsel	1,2,3,4
Consultants*	1,2,3,4

*The Chief Executive Officer, after consultation with the County Counsel, shall review the duties and authority of all consultants retained by Peninsula Clean Energy. Those consultants who, within the meaning of 2 Cal. Code of Regs. Section 18700, et seq. are required to file statements of economic interests, shall do so. During each calendar year, Peninsula Clean Energy shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

Peninsula Clean Energy
Description of Disclosure Categories

Category 1

A designated person assigned to Category 1 is required to disclose investments which may foreseeably be materially affected by any decision made or participated in by the designated employee.

Category 2

A designated person assigned to Category 2 is required to disclose interests in real property which may be materially affected by a decision made or participated in by the designated employee.

Category 3

A designated person assigned to Category 3 is required to disclose income which may be materially affected by any decision made or participated in by the designated employee.

Category 4

A designated person assigned to Category 4 is required to disclose any business entity in which the designated employee is a director, officer, partner, trustee, or holds any position of management which may be materially affected by any decision made or participated in by the designated employee.



PENINSULA CLEAN ENERGY
JPA Board Correspondence
General Counsel

DATE: March 15, 2016
BOARD MEETING DATE: March 24, 2016
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable PCE Joint Powers Board

FROM: John C. Beiers, County Counsel/General Counsel
David A. Silberman, Chief Deputy County Counsel/General Counsel

SUBJECT: Approve an Agreement Between the San Mateo County Counsel's Office and the Peninsula Clean Energy Authority for Provision of Legal Services and Accompanying Conflict Waiver

RECOMMENDATION:

Approve a Legal Services Agreement (Agreement) and Waiver (Exhibit A).

BACKGROUND:

The County Counsel's Office provides legal services to numerous special districts and JPAs throughout San Mateo County. In order for the County Counsel's Office to provide legal services to Peninsula Clean Energy (PCE) Authority, the County Counsel's Office and PCE Authority must enter into an Agreement outlining and explaining the rights and duties of each party to the Agreement. The Agreement, as attached, includes the scope of the relationship between the County Counsel's Office and the PCE Authority as well as the parameters of representation including, but not limited to, the duration of the Agreement, rate of payment, not to exceed amount, and authorization for the County Counsel's office to retain outside counsel on behalf of the PCE Authority.

Additionally, because the County Counsel's Office represents other public entities that may, in the future, have interests in conflict with those held by the PCE Authority, it is customary for the County Counsel's Office to request a waiver of potential conflicts. By signing Exhibit A, this document allows the County Counsel to represent the PCE Authority despite potential conflicts that could theoretically arise in its representation of both the PCE Authority and either the San Mateo County Board of Supervisors or other Related Public Entities. In the event that an actual conflict arose, the County Counsel

would withdraw from its representation of the PCE Authority. A theoretical example of such a conflict would be an instance where the PCE Board made a decision that the County believed to be invalid and the County threatened or took legal action.

DISCUSSION:

The Agreement for legal services allows the County Counsel's Office to act as legal representation for the PCE Authority for two (2) years from the date of signature in an amount not to exceed \$300,000. The Agreement also enables the County Counsel's Office to seek outside counsel for specialized legal work without further approval of the PCE Authority in an amount up to \$25,000. Any outside counsel fees in excess of \$25,000 would require approval of the PCE Joint Powers Board. The Agreement does not require payment of fees to the County Counsel's Office until the PCE Authority receives Initial Revenues from ratepayers. No fees will be due to the County Counsel prior to that point.

Because the Peninsula Clean Energy Authority is a brand new entity and its needs may evolve over time, the "not to exceed" amount is by its nature a rough estimate. It is based primarily on discussions with the current General Counsel for Sonoma Clean Power ("SCP"). When SCP was launched, it was represented by the County Counsel's Office on a part-time basis (with much of the work performed by Deputy County Counsel Steve Shupe). We are informed that the rate charged was approximately \$225. The first six months of SCP's existence was focused primarily on startup tasks similar to those Peninsula Clean Energy completed recently. It was lightly staffed and General Counsel performed a number of administrative tasks. SCP then hired a full-time in-house General Counsel for approximately a year. It now has a part-time General Counsel (again Steve Shupe), who anticipates working less than 1000 hours per year. During Sonoma County Counsel's representation of SCP, it retained separate outside counsel to negotiate energy contracts, manage regulatory compliance and draft personnel policies. In contrast, we understand that Marin Clean Energy currently employs three full-time attorneys: a General Counsel, a counsel that focuses on regulatory matters and a counsel that focuses on legislative matters.

Exhibit A, the waiver of potential conflicts, addresses the County Counsel's representation of other public entities in addition to the Peninsula Clean Energy Authority. Per ethics rules (California Rules of Conduct 3-310[2]), the County Counsel's Office is required to seek an informed consent given the potential conflicts. But to be clear, there are no current conflicts. If one were to arise in the future, County Counsel will withdraw from representation of the PCE Authority.

General Counsel has drafted the Agreement and Waiver (Exhibit A).

ATTACHMENTS

- A. Agreement
- B. Waiver (Exhibit A)

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 THE SAN MATEO COUNTY COUNSEL’S OFFICE AND
THE PENINSULA CLEAN ENERGY AUTHORITY FOR PROVISION OF LEGAL
SERVICES AND ACCOMPANYING CONFLICT WAIVER**

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, the JPA Agreement forming the Authority delegates to the Board the power to hire a General Counsel pursuant to Paragraph 3.3.2; and

WHEREAS, the San Mateo County Counsel’s Office has been advising Office of Sustainability Staff with respect to formation and operation of Peninsula Clean Energy and is ready and willing to continue providing such service to Peninsula Clean Energy at a going rate it bills for its services; and

WHEREAS, the County Counsel’s Office has asked that Peninsula Clean Energy execute a conflict waiver to facilitate its representation; and

WHEREAS, a form of such agreement and such conflict waiver have been provided to the Board for its review and approval, reference to which should be made for further particulars.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of Peninsula Clean Energy (when selected) is hereby authorized to execute the Agreement for legal services with the County Counsel's Office and conflict waiver on behalf of the Board.

* * * * *

[CCO-113499]

**AGREEMENT BETWEEN THE COUNTY COUNSEL AND
THE PENINSULA CLEAN ENERGY AUTHORITY
FOR THE PROVISION OF GENERAL LEGAL SERVICES**

THIS AGREEMENT entered into the ____ day of March 2016 by and between the **COUNTY COUNSEL OF THE COUNTY OF SAN MATEO**, hereinafter referred to as “County Counsel”, and the **PENINSULA CLEAN ENERGY AUTHORITY**, hereinafter referred to as “Peninsula Clean Energy”;

WITNESSETH:

WHEREAS, the County Counsel is ready and able to provide legal service and advice to Peninsula Clean Energy and Peninsula Clean Energy wishes to retain the County Counsel to perform legal services with respect to certain matters; and

WHEREAS, it is reasonable and necessary to set forth the various obligations and responsibilities of the parties in light of Peninsula Clean Energy’s payment for the County Counsel’s legal services;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. County Counsel shall perform legal services and legal representation, including the handling of litigation, as may be requested by Peninsula Clean Energy. County Counsel will provide legal services upon request of Peninsula Clean Energy, such services are to include legal research and advice; preparation of legal documents such as contracts; representation in negotiations; participation in administrative proceedings at the California Public Utilities Commission; and attendance at public meetings. Peninsula Clean Energy is retaining the Office of County Counsel, not any particular attorney, and the attorney services to be provided to Peninsula Clean Energy will not necessarily be performed by a particular attorney. Litigation services shall not include litigation for which the Peninsula Clean Energy has insurance coverage.

2. Peninsula Clean Energy shall pay for legal services under this agreement at an hourly rate of \$250. The County Counsel's Office adjusts its rates from time-to-time. In the event that the County Counsel's Office's hourly rate increases during the contract period, the County Counsel's Office will provide Peninsula Clean Energy 90 days advance notice before billing at the higher rate. Additionally, Peninsula Clean Energy shall pay the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., deposition costs, transcript costs, investigation fees, filing fees extraordinary mailing costs, reasonable travel expenses, etc.

3. Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in tenth-hour increments, rounded off for each particular activity to the nearest tenth-hour. The minimum charged for any particular activity will be one tenth-hour. The time charged will include the time Counsel spends on telephone calls relating to Peninsula Clean Energy matters, including calls with Peninsula Clean Energy and other parties and attorneys. The legal personnel assigned to Peninsula Clean Energy matters may confer among themselves about a matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by Peninsula Clean Energy to Counsel within thirty (30) days of the invoice date. County Counsel shall not invoice or expect payment for fees until Peninsula Clean Energy begins receiving revenues from ratepayers ("Initial Revenues"). After the receipt of such Initial Revenues, Peninsula Clean Energy shall make all payments due to County Counsel within thirty (30) days of receipt of invoice. The total maximum payable under this Agreement is not to exceed \$300,000. This maximum does not include any payments that may be made to outside counsel per paragraph 7.

4. This agreement is for a term of two (2) years commencing March 1, 2016 through February 28, 2018. This agreement may be terminated by mutual

agreement of the parties at any time and by either party without the requirement of showing of good cause with ninety (90) days' advance written notice of the intention to terminate. County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. County Counsel will cooperate with Peninsula Clean Energy to transfer all records to any new attorney retained by Peninsula Clean Energy, but County Counsel may retain copies of all records in accordance with County Counsel's adopted records retention schedule.

5. The parties understand that County Counsel has been retained to represent the interests of Peninsula Clean Energy as a whole. In order to facilitate Counsel's representation of Peninsula Clean Energy, Peninsula Clean Energy designates its *Chief Executive Officer* as the authorized representative to direct Counsel and to be the primary person to communicate with Counsel regarding the subject matter of Counsel's representation of Peninsula Clean Energy under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between County Counsel and other representatives of Peninsula Clean Energy. Should Peninsula Clean Energy desire to change the designated authorized representatives, it shall provide County Counsel with a Peninsula Clean Energy resolution that designates the name of the individual(s) who shall act as the replacement authorized representative.

6. Peninsula Clean Energy will be truthful and cooperative with County Counsel and keep County Counsel reasonably informed of relevant developments.

7. It is recognized and agreed that, in its representation of Peninsula Clean Energy, County Counsel may be required to retain the services of legal counsel other than the County Counsel ("Outside Counsel") on behalf of Peninsula Clean Energy. This Agreement authorizes County Counsel to independently retain Outside Counsel on behalf of Peninsula Clean Energy for legal services not to exceed \$25,000 without further authorization by Peninsula Clean Energy. In the event that the cost for services for Outside Counsel exceeds \$25,000, County Counsel shall seek approval and authorization for services from Peninsula Clean Energy.

8. Peninsula Clean Energy understands that the County of San Mateo is the County Counsel's primary client. Should there be a conflict between Peninsula

Clean Energy and the County in a matter, Peninsula Clean Energy hereby consents to the County Counsel's withdrawal of representation of Peninsula Clean Energy in order for County Counsel to represent the County in any such matters, unless such waiver is prohibited by law. Upon execution of this Agreement, Peninsula Clean Energy agrees to execute the Waiver of Conflict attached hereto as Exhibit A, so that Counsel may continue to represent the County (or Related Public Entities) and Peninsula Clean Energy in the absence of actual conflict. Peninsula Clean Energy expressly waives its right to disqualify Counsel from representing the County (or Related Public Entities) in any matter involving Peninsula Clean Energy.

9. If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of County Counsel and Peninsula Clean Energy.

10. Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For Peninsula Clean Energy:

455 County Center
Fourth Floor
Redwood City, CA 94063

For County Counsel:

Office of the County Counsel
400 County Center
Sixth Floor
Redwood City, California 94063

11. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Dated: _____ COUNTY COUNSEL, SAN MATEO COUNTY

By: _____
JOHN C. BEIERS, COUNTY COUNSEL

Dated: _____ PENINSULA CLEAN ENERGY AUTHORITY

By: _____

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the San Mateo County Counsel (“County Counsel”) serves as San Mateo County’s legal advisor and representative in all civil matters; and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County such as a number of Sanitation Districts, a number of County Service Areas, a number of Flood Control Districts, a number of Highway Lighting Districts, a number of Maintenance Districts, a number of Sewer Maintenance Districts (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as “Related Public Entities”) (a complete list of such entities can be provided upon request); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Peninsula Clean Energy Authority (“Peninsula Clean Energy”); and

WHEREAS, from time to time, the interests of Peninsula Clean Energy may potentially conflict with the interests of the County or other Related Public Entities; and

WHEREAS, Peninsula Clean Energy acknowledges a potential conflict of interest may arise from the fact that the County and/or Related Public Entities may have divergent interests from Peninsula Clean Energy in transactions or matters involving Peninsula Clean Energy and County or Peninsula Clean Energy and Related Public Entities, such as in a situation where Peninsula Clean Energy and County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, Peninsula Clean Energy wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, County Counsel is requesting a waiver from Peninsula Clean Energy.

WHEREAS, Peninsula Clean Energy understands that if an actual conflict were to exist on a matter, County Counsel would advise Peninsula Clean Energy and then withdraw representation on that matter.

NOW, THEREFORE, District hereby acknowledges that the nature of such potential conflicts has been explained and Peninsula Clean Energy hereby agrees to waive any potential conflicts of interest between Peninsula Clean Energy and County and between Peninsula Clean Energy and Related Public Entities.

Peninsula Clean Energy further agrees to waive the right to disqualify County Counsel from representing the County or any Related Public Entity over any conflict between Peninsula Clean Energy and County or between Peninsula Clean Energy and any such Related Public Entities.

Dated: _____

Peninsula Clean Energy Authority

By: _____
Chair, Board of Directors