



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, April 27, 2017**

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

Supplemental Board materials for Agenda Packet items.

Please find attached the Amendment to the Agreement with Pacific Energy Advisors (PEA) to provide professional services from May 1, 2017 through June 30, 2018, in an amount not to exceed \$100,000.

**AMENDMENT TO AGREEMENT
BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND
PACIFIC ENERGY ADVISORS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of April, 2017, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Pacific Energy Advisors, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA;

WHEREAS, the parties entered into an Agreement for implementation and operational support services for the Peninsula Clean Energy program on October 27, 2016 for the period of October 26, 2016 to April 30, 2017 in an amount not to exceed \$95,000 and wish to extend the term of the agreement and increase the amount; and

WHEREAS, the parties therefore wish to amend the Agreement to enable Contractor to furnish additional support services to PCEA.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2. Payments is deleted in its entirety and replaced with the following:

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed by Contractor is inconsistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. However, PCEA shall not unreasonably withhold any Contractor payment, and PCEA shall be responsible for communicating in writing the basis for any withheld payment. In no event shall PCEA's total fiscal obligation under this Agreement exceed one hundred ninety five thousand dollars (\$195,000). In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

2. Section 3. Term is deleted in its entirety and replaced with the following:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 26, 2016, through December 31, 2017.

3. Section 13 is deleted in its entirety
4. Original Exhibits A & B are deleted in their entirety and are replaced with revised Exhibit A (rev. April 28, 2017) and Revised Exhibit B (rev. April 28, 2017), attached hereto.
5. All other terms and conditions of the agreement between PCEA and Contractor shall remain in full force and effect.

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

For Contractor: PACIFIC ENERGY ADVISORS, INC.


Contractor Signature

April 26, 2017
Date

Christian Kirby Duse
Contractor Name (please print)

PENINSULA CLEAN ENERGY AUTHORITY

By:
[Chief Executive Officer, Peninsula Clean Energy Authority]

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A (rev. April 28, 2017)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services to PCEA, subject to mutually agreeable schedules for completion of such services. Contractor and PCEA acknowledge that successful completion of certain services may require time-sensitive action by PCEA (for example: approval and/or submittal of requisite regulatory documents that may be prepared by Contractor on behalf of PCEA during the term of this Agreement) to ensure conformance with applicable deadlines and schedules. Contractor will notify PCEA when such time-sensitive actions are required. To the extent that such actions are not timely completed by PCEA, Contractor shall not be liable for missed deadlines and/or PCEA's regulatory compliance. During the term of Agreement, services to be performed by Contractor shall include the following:

(a) Electric Supply Management, as needed:

- Support solicitation of required energy products – assist in preparing and reviewing requisite solicitation documents, participate in supplier/developer communications, provide analytical support during proposal/bid evaluation, and other related, as-needed activities.
- Support energy contract negotiations, including contracts that may be necessary to supply existing and new PCE customers with requisite energy products.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of PCE.

(b) Manage Resource Adequacy compliance program:

- Manage RA portfolio per state/program standards; prepare year ahead/month-ahead peak demand forecast and RA compliance demonstration filings.
- Coordinate activities required to “balance” PCE's RA portfolio, including the identification of capacity deficiencies and coordination of excess capacity sales with qualified buyers.

(c) Other Implementation, Operations and Staff Augmentation Support, as needed:

- Yet-to-be defined technical support activities that may be necessary to promote the successful implementation and ongoing operation of PCEA.
- Prior to the performance of such as-needed technical support, PCEA and Contractor will discuss and agree upon the desired scope of services to be provided by Contractor.

Revised Exhibit B (rev. April 28, 2017)

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

Payment: In performance of this work, PCEA shall reimburse Contractor for actual time spent in completion of the Scope of Services, as specified in Exhibit A, in consideration of the Contractor's professional services rate schedules:

Contractor's Professional Services Rate Schedule:

Staff	Hourly Rate
John Dalessi	\$300
Kirby Dusel	\$265
Brian Goldstein	\$225
Consultant	\$155

All time shall be billed to PCEA by Contractor in one-tenth hour increments in an amount not to exceed \$195,000. Contractor shall invoice PCEA for all services rendered on a monthly basis plus out of pocket expenses associated with the project. Such expenses shall include things like mileage at the current IRS mileage reimbursement rate, bridge tolls, parking, printing/copying, and meeting expenses associated with the project. Source documentation supporting billed costs must be submitted with invoice. PCEA shall pay Contractor within thirty (30) days of invoice receipt. Any additional work will require a separate Agreement signed by both parties.