



**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, May 23, 2019**

Peninsula Clean Energy, 2075 Woodside Road,
Redwood City, CA 94061
6:30 p.m.

Supplemental Agenda Packet items. Please find attached:

REGULAR AGENDA

- Item No. 6 Approve Joint CCA Resource Adequacy Portfolio Management and Procurement Contracts: (Action)
 - a. Approve Cost-Sharing and Reimbursement Agreement Between PCE, SVCE, SJCE, EBCE and MBCP
 - b. Approve Consulting Agreement Between the Peninsula Clean Energy Authority and Alliance for Cooperative Energy Services Power Marketing, LLC for Resource Adequacy Portfolio Management and Procurement Services for the Joint CCAs

INFORMATION ONLY REPORTS

- Item No. 17 Local Programs Report



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: May 10, 2019
BOARD MEETING DATE: May 23, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jan Pepper, Chief Executive Officer
SUBJECT: Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority.

BACKGROUND:

PCE, SVCE, SJCE, MBCP, and EBCE are all community choice aggregators (“Joint CCAs”) in California. All five CCAs serve customers in Pacific Gas and Electric’s service territory. Each CCA is governed by a board or city council of elected officials and has staff dedicated to meeting the objectives of their respective organization. As load serving entities, each CCA is required to comply with state legislative and regulatory requirements, including but not limited to resource adequacy, renewable portfolio standards, integrated resource plans, and data management of customer usage and billing information. Meeting these requirements is time-consuming, expensive, and in some cases requires technical skills beyond some CCAs’ current bandwidth. As such, some of these services are outsourced to third-party providers to ensure compliance and allow staff to focus their efforts on meeting broader community objectives.

The Cost-Sharing Agreement (Attachment 1) was developed to enable the Joint CCAs to efficiently and cost-effectively procure resources and services to meet organizational

objectives and/or regulatory requirements. Process-wise, a host CCA, which will be designated as the “Responsible Party,” will enter into and administer a consulting services agreement with a vendor and, through the Cost-Sharing Agreement, allocate costs to the other Joint CCAs based on participation rates or agreed-to terms. The vendor scope of work and reimbursement per CCA will be memorialized in an Addendum attached to the Cost-Sharing Agreement, which requires approval from and execution by each participating CCA.

DISCUSSION:

The Cost-Sharing Agreement was structured to accommodate the procurement of multiple joint-service solutions and includes a set of general contract terms and conditions related to participation, payment, notifications, termination and indemnification. The Cost-Sharing Agreement was jointly negotiated by all five Joint CCAs and has been reviewed by the staff of each CCA and approved as to form by their respective legal counsels.

Any CCA may terminate the Cost-Sharing Agreement upon 30 days advance written notice. In the event a CCA gives notice of termination, the remaining CCAs will collectively decide whether they will (1) terminate the Cost-Sharing Agreement and Addendum; (2) amend the Cost-Sharing Agreement and Addendum to reduce the scope of work and the cost; or (3) continue with the Cost-Sharing Agreement and Addendum as originally drafted and scoped, but reallocate the terminating CCA’s cost responsibility among the remaining CCAs. The remaining Participating Parties will make reasonable efforts to terminate or amend the Addendum and corresponding Contract to reduce the scope of work and/or cost; provided, however, that if they are unable to do so, the terminating Party will remain obligated to pay its shared cost obligation pursuant to the original Addendum. If a CCA does not reimburse PCE for their share of the contract cost within 30 days of receiving each invoice, the CCA will be in default.

Approval of the attached resolution will delegate the authority to the CEO to execute the Cost-Sharing Agreement, with non-substantive changes.

Future procurement of joint services, depending on the CEO’s existing procurement authority, would come back to the Board for approval.

Attachment:

Cost Sharing and Reimbursement Agreement between PCE, SVCE, SJCE, EBCE and MBCP for Professional Consultant Services

COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN

**THE PENINSULA CLEAN ENERGY AUTHORITY,
THE SILICON VALLEY CLEAN ENERGY AUTHORITY,
CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY,
THE EAST BAY COMMUNITY ENERGY AUTHORITY,
AND MONTEREY BAY COMMUNITY POWER AUTHORITY**

FOR PROFESSIONAL CONSULTANT SERVICES

This COST-SHARING AND REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into on _____, 2019, by and between the Peninsula Clean Energy Authority (“PCE”), the Silicon Valley Clean Energy Authority (“SVCE”), City of San José, Administrator of San José Clean Energy (“SJCE”), the East Bay Community Energy Authority (“EBCE”), and the Monterey Bay Community Power Authority (“MBCP”), for the cost-sharing and reimbursement of costs in connection with the performance of professional services for the (1) due diligence prior to purchase of Resource Adequacy; (2) joint review and purchase of Resource Adequacy; (3) development of specifications for joint data-management services; and (4) additional consultant services as may be desired in the future. In this Agreement, PCE, SVCE, SJCE, EBCE, and MBCP are referred to individually as “Party” and collectively as “the Parties.”

RECITALS

- A. PCE, SVCE, EBCE, and MBCP are joint powers authorities, and SJCE is a department of the City of San José, organized for the purpose of conducting community choice aggregation programs and other energy-related climate change programs.
- B. Staff at PCE, SVCE, SJCE, EBCE, and MBCP have worked and will work together to develop scopes of work for consultant services to be obtained from Request for Proposal (“RFP”) processes and pursuant to written professional services contracts (“Contract” or “Contracts”). The initial scopes of work will require the selected consultants to: (1) conduct due diligence prior to the RFP process(es); (2) jointly review options to purchase electric capacity for Resource Adequacy purposes; (3) provide regulatory compliance-related services for Resource Adequacy; and/or (4) develop specifications for joint data-management services (together, “Services”).
- C. Staff at PCE, SVCE, SJCE, EBCE, and MBCP may work together to develop scopes of work for additional consultant services (“Additional Services”) and desire to establish a master agreement for this purpose.
- D. PCE, SVCE, SJCE, EBCE, and MBCP have agreed to share the costs of the consultants who are selected and whose Services/Additional Services will benefit the Parties as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, PCE, SVCE, SJCE, EBCE, and MBCP mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.
2. Addenda and Contracts. Each set of Services and Additional Services secured pursuant to this Agreement shall be described in a scope of work set forth in an addendum to this Agreement (“Addendum” or, pluralized, “Addenda”). Each Addendum must identify, and be signed by, each of the Parties that will be participating in the cost-sharing arrangement for that scope of work (“Participating Parties”), as well as identify the Responsible Party (defined below) and describe the cost-sharing arrangement among the Participating Parties. The Services or Additional Services called for in an Addendum shall be obtained pursuant to a written professional services contract (“Contract”) between the Responsible Party and the selected consultant. Each Contract must include the relevant scope of work, a termination-without-cause provision, and a not-to-exceed dollar amount. With regard to any Contract for which SJCE is the Responsible Party, SJCE, at its sole discretion, will negotiate the inclusion of the following: (1) a provision indicating that obligations under the Contract are special limited obligations of SJCE payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) (“Designated Fund”), and (2) if the term of a Contract is more than one year, a provision indicating that the term of the agreement is subject to appropriation of funds by the City Council of the City of San José, in its sole discretion. Any Addendum or Contract may be amended as mutually agreed by the Participating Parties, including pursuant to Section 5(c)(i) below.
3. Responsible Party and Non-Responsible Parties. The Party administering the RFP process for any Contract will be the “Responsible Party,” and the remaining Participating Parties for that Contract will be the “Non-Responsible Parties.” The “Responsible Party” for each Contract will be determined by unanimous consent of the Participating Parties for that Contract. This determination will be stated in the Addendum for that Contract.
4. Responsibilities of the Parties.
 - a. The Responsible Party for a Contract will do all of the following:
 - i. Prepare the scope of work for the Services and/or Additional Services to be secured pursuant to the Contract.
 - ii. Issue and administer the RFP for the selected consultant.
 - iii. Jointly select with the Non-Responsible Party/Parties the consultant to provide the Services and/or Additional Services described in the RFP.
 - iv. Enter into a Contract with the jointly selected consultant upon the completion of the RFP process for the Contract. The Participating Parties will mutually agree to terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.

- v. Make timely payments to the selected consultant under the terms of the Contract and administer and manage the Contract.
 - vi. Send timely invoices to the Non-Responsible Party/Parties listing the payments made to the selected consultant pursuant to the Contract.
 - vii. Directly supervise the professional services provided by the selected consultant.
- b. The Non-Responsible Party/Parties for a Contract will do all of the following:
- i. Jointly assist the Responsible Party in reviewing and evaluating the proposals received by the Responsible Party in response to the RFP.
 - ii. Jointly select with the Responsible Party the consultant to perform the Services and/or Additional Services described in the RFP.
 - iii. Mutually agree, with the Responsible Party, to the terms of the Contract; provided, however, that the Contract must contain the provisions enumerated in Section 2 above.
 - iv. Reimburse, on an equal-share basis, the Responsible Party for the payments made by the Responsible Party to the selected consultant pursuant to the Contract. For example, if four Non-Responsible Parties choose to participate in a Contract (five Participating Parties total), each Non-Responsible Party will pay the Responsible Party twenty percent (20%) of the cost of the payments made by the Responsible Party. Each Non-Responsible Party must pay its share within 30 days of receiving each invoice from the Responsible Party.
 - v. Work cooperatively with the Responsible Party in the Responsible Party's (1) administration and management of the Contract and (2) supervision of the professional services provided by the consultant.

5. Term and Termination.

- a. *Term.* The term of this Agreement will commence on the date first written above and, absent earlier termination pursuant to the provisions below, terminate on December 31, 2022. With regard to SJCE only, the funding in any year may be contingent on future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for any services for the next fiscal year has not been appropriated by June 30 of any year, this Agreement will automatically terminate for SJCE, effective June 30.

- b. *Termination with or without cause.* Any Party may choose to terminate this Agreement in its entirety, or solely with respect to a particular Addendum for which the Party is a Participating Party, with or without cause upon 30 days' written notice. If the termination is for cause (i.e., default by another Party ("Defaulting Party") of a material term of this Agreement), the terminating Party will give the Defaulting Party a reasonable period of time to cure the default, which in no case shall be less than 15 days.
- c. *Effect of termination/payments owed.* Termination of this Agreement in its entirety, or of this Agreement with respect to a particular Addendum, obligates the terminating Party or Parties to make any outstanding payments owed to the Responsible Party or Parties as follows:
- i. In the event a Party gives notice of termination of this Agreement with respect to a particular Addendum, the remaining Participating Parties listed in that Addendum will promptly decide whether to (1) terminate the Addendum and corresponding Contract; (2) amend the Addendum and Contract to reduce the scope of work and the cost; or (3) continue with the Addendum and Contract as originally drafted and scoped, but reallocating the terminating Party's remaining cost responsibility among the remaining Participating Parties. The remaining Participating Parties will make reasonable efforts to terminate or amend the Addendum and corresponding Contract to reduce the scope of work and/or cost; provided, however, that if they are unable to do so, the terminating Party will remain obligated to pay its shared cost obligation pursuant to the original Addendum; and provided further that, with regard to SJCE only, obligations under this Agreement are special limited obligations of SJCE payable solely from the Designated Fund, and shall not be a charge upon the revenues or general fund of the City of San José or upon any non-SJCE moneys or other property of the City of San José or its Community Energy Department.
 - ii. In addition to (i) above, in the event a Non-Responsible Party terminates this Agreement with respect to a particular Addendum, such Non-Responsible Party will reimburse the Responsible Party for the Non-Responsible Party's share of any unpaid consultant fees, incurred prior to the effective date of termination, that the Responsible Party is obligated to pay under the Addendum. The Non-Responsible Party will make such reimbursement within 30 days of the effective date of the termination.
 - iii. Sections 5(c)(i) and (ii) apply to the termination of this Agreement with respect to a single Addendum or multiple Addenda.
 - iv. If a termination is for cause, any amounts owed under this Section 5(c) and in dispute will be subject to an informal meet and confer between the Participating Parties, to be conducted no later than within 15 days of the effective date of the notice of termination. In the event such informal meet

and confer does not successfully resolve the dispute, the Parties may pursue any remedies available to them under law.

6. Hold Harmless and Indemnification. The indemnification obligations of the Parties shall be as follows:
- a. PCE shall defend, hold harmless and indemnify SVCE, SJCE, EBCE, and MBCP, and their directors, officers, agents and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of PCE, its directors, officers, agents and/or employees.
 - b. SVCE shall defend, save harmless, and indemnify PCE, SJCE, EBCE, and MBCP, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of SVCE, its directors, officers, agents and/or employees.
 - c. SJCE shall defend, save harmless, and indemnify PCE, SVCE, EBCE, and MBCP, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of SJCE, its directors, officers, agents and/or employees.
 - d. EBCE shall defend, save harmless, and indemnify PCE, SVCE, SJCE, and MBCP, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of EBCE, its directors, officers, agents and/or employees.
 - e. MBCP shall defend, save harmless, and indemnify PCE, SVCE, SJCE, and EBCE, and their directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of MBCP, its directors, officers, agents and/or employees.
 - f. In the event of concurrent negligence of two or more of PCE, SVCE, SJCE, EBCE, and/or MBCP, or of their directors, officers, agents, or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
 - g. Unless the Participating Parties to a Contract provide otherwise in the Addendum for that Contract, the duty of any Party to defend, save harmless, and indemnify shall extend only to, and in no circumstance exceed, the share of funds owed by that

Party for the specific Contract(s) out of which such duty arises. With regard to SJCE only, such duty to defend, save harmless, and indemnify extends only to, and in no circumstance will exceed, the Designated Fund for SJCE.

- h. These provisions shall survive expiration or termination of this Agreement.
7. Amendment and Waiver. Except for any Addenda added pursuant to Section 2, no change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.
8. Governing Law. This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of San Mateo, California, or the United States District Court for the Northern District of California.
9. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.
10. Benefit of Parties. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any such assignment without prior written consent by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement without penalty or advance notice. Such termination shall be effective only as to the terminating Party or Parties.
11. Entire Agreement of the Parties. Except for any Addenda added pursuant to Section 2, this Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.
12. Independent Counsel. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.
13. Notice. Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to PCE:

Jan Pepper, CEO
Peninsula Clean Energy
2075 Woodside Road
Redwood City, California 94061

jpepper@peninsulacleanenergy.com

If to SVCE:

Girish Balachandran, CEO
Silicon Valley Clean Energy
333 W. El Camino Real, Suite 290
Sunnyvale, CA 94087
girish@svcleanenergy.org

If to SJCE:

Lori Mitchell, Director
cc: Luisa Elkins, Senior Deputy City Attorney
San Jose Clean Energy
200 E. Santa Clara St., 14th Floor
San José, CA 95113
Lori.Mitchell@sanjoseca.gov
Luisa.Elkins@sanjoseca.gov

If to EBCE:

Nick Chaset, CEO
East Bay Community Energy
1111 Broadway, 3rd Floor
Oakland, CA 94607
nchaset@ebce.org

If to MBCP:

Tom Habashi, CEO
Monterey Bay Community Power Authority
70 Garden Couty, 3rd Floor
Monterey, CA 93940
thabashi@mbcommunitypower.org

14. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
15. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.
16. Counterparts. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

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

Peninsula Clean Energy Authority

Date: _____

By: _____

Silicon Valley Clean Energy Authority

Date: _____

By: _____

**City of San José, Administrator of San José
Clean Energy**

Date: _____

By: _____

East Bay Clean Energy Authority

Date: _____

By: _____

Monterey Bay Community Power Authority

Date: _____

By: _____

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE (A) COST-SHARING AND REIMBURSEMENT AGREEMENT
BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY, THE SILICON VALLEY
CLEAN ENERGY AUTHORITY, CITY OF SAN JOSE, ADMINISTRATOR OF SAN
JOSE CLEAN ENERGY, THE EAST BAY COMMUNITY ENERGY AUTHORITY, AND
MONTEREY BAY COMMUNITY POWER AUTHORITY (“JOINT CCAS”) WITH
TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE
GENERAL COUNSEL;**

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

WHEREAS, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or “PCE”) was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring consulting services; and

WHEREAS, PCE and the Joint CCAs have negotiated an agreement to share costs related to joint procurement of consulting services; and

WHEREAS, staff is presenting to the Board for its review the Agreement, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

Execute (A) the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority in a form approved by the General Counsel.

* * * * *

[CCO-113499]



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: May 10, 2019
BOARD MEETING DATE: May 23, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer

SUBJECT: Authorize Chief Executive Officer to Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute an Addendum to the Cost-Sharing and Reimbursement Agreement Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC.

BACKGROUND:

Under Item 6.a, PCE staff have asked the Board to approve a Cost-Sharing and Reimbursement Agreement between PCE, SVCE, SJCE, MBCP, and EBCE (the Joint CCAs). The Cost-Sharing Agreement enables the Joint CCAs to efficiently and cost-effectively procure resources and services to meet organizational objectives and/or regulatory requirements through Consulting Agreements and then allocate costs to the other Joint CCAs based on participation rates or agreed-to terms.

The first Consulting Agreement under the Cost-Sharing Agreement is with The Alliance for Cooperative Energy Services Power Marketing, LLC for procuring Resource Adequacy (RA) related services including portfolio aggregation, management,

procurement, and compliance reporting. PCE will be the Responsible Party for the Consulting Agreement, and we are requesting approval of this Agreement tonight under Agenda Item 6c.

Under this Agenda Item 6b, we are asking the Board to approve an Addendum to the Cost Sharing Agreement to memorialize which CCAs are participating in this Consulting Agreement, the Responsible Party, the vendor scope of work and the cost-sharing arrangement. The Addendum requires approval from and execution by each participating CCA.

DISCUSSION:

The Cost-Sharing Agreement was structured to accommodate the procurement of multiple joint-service solutions and includes a set of general contract terms and conditions related to participation, payment, notifications, termination and indemnification. The specific participants, scope and cost-sharing arrangement is detailed in an addendum to the Cost-Sharing Agreement.

The Joint CCAs will sign a new Addendum for each new Consulting Agreement. Future procurement of joint services, depending on the CEO's existing procurement authority, would come back to the Board for approval.

The first consulting services agreement under the Cost-Sharing Agreement is for procuring Resource Adequacy (RA) related services, including portfolio aggregation, management, procurement, and compliance reporting. PCE will be the Responsible Party for the Agreement, meaning that it will administer the consulting agreement on behalf of the Joint CCAs.

Meeting California's RA program requirements is complicated due to the onerous regulatory requirements and scarcity of resources in the marketplace. This process requires extensive staff resources to track, procure and report. The Joint CCAs believe that it may be more efficient to engage in joint RA procurement. Such approach would help balance deficit and surplus positions among the Joint CCAs. Joint procurement would also achieve economies of scale

Approval of the attached resolution will delegate the authority to the CEO to execute the Addendum to the Cost-Sharing Agreement for RA-related services, with non-substantive changes.

Attachment:

Addendum to Cost Sharing and Reimbursement Agreement between PCE, SVCE, SJCE, EBCE and MBCP for Professional Consultant Services

COST-SHARING AND REIMBURSEMENT AGREEMENT

ADDENDUM #1

**Resource Adequacy Portfolio Management and
Regulatory Compliance Services from
the Alliance for Cooperative Energy Services Power Marketing, LLC**

Pursuant to the **DATE** cost-sharing and reimbursement agreement (“Cost-Sharing Agreement”) entered into by and between the Peninsula Clean Energy Authority (“PCE”), the Silicon Valley Clean Energy Authority (“SVCE”), City of San José, Administrator of San José Clean Energy (“SJCE”), the East Bay Community Energy Authority (“EBCE”), and the Monterey Bay Community Power Authority (“MBCP”), the following are the Participating Parties with respect to the Alliance for Cooperative Energy Services Power Marketing, LLC (“ACES”) contract (“Contract”) entered into by PCE, on the terms described below.

1. Participating Parties: For Resource Adequacy portfolio management services, PCE, SVCE, SJCE, EBCE, and MBCP. For Resource Adequacy regulatory compliance services, PCE and MBCP.
2. Responsible Party: PCE.
3. Services: Resource Adequacy portfolio management services and/or Resource Adequacy regulatory compliance services. The Services are described in Exhibit A to the Contract.
4. Cost-sharing arrangement: The Participating Parties will split equally the payments, fees, and costs for the Services they elect to procure under the Contract, as detailed below. Notwithstanding the limit on each Participating Party’s liability stated in the first sentence of Section 6(g) of the Cost-Sharing Agreement (the second sentence of Section 6(g) continues to apply), the Responsible Party and the Participating Parties further agree to share equally in any liability resulting from the Services the Participating Parties elect to procure under the Contract. For the avoidance of doubt, with regard to SJCE, any liability extends only to, and in no circumstance will exceed, the Designated Fund for SJCE.

RA Portfolio Management:

PCE	20%
SVCE	20%
SJCE	20%
EBCE	20%
MBCP	20%

Regulatory Compliance Services:

MBCP	100%
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Unless otherwise agreed to in writing, any Participating Party or Parties requesting additional services not provided for under the base Contract shall be solely responsible for any costs or liabilities associated with such additional services.

5. Effective Date: This Addendum is effective as of _____, 2019.
6. Counterparts: This Addendum may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the Effective Date.

Peninsula Clean Energy Authority

Date: _____

By: _____

Silicon Valley Clean Energy Authority

Date: _____

By: _____

City of San José, Administrator of San José Clean Energy

Date: _____

By: _____

East Bay Clean Energy Authority

Date: _____

By: _____

Monterey Bay Community Power Authority

Date: _____

By: _____

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO (1) EXECUTE AN ADDENDUM TO THE COST-SHARING AND REIMBURSEMENT AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY, THE SILICON VALLEY CLEAN ENERGY AUTHORITY, CITY OF SAN JOSE, ADMINISTRATOR OF SAN JOSE CLEAN ENERGY, THE EAST BAY COMMUNITY ENERGY AUTHORITY, AND MONTEREY BAY COMMUNITY POWER AUTHORITY (“JOINT CCAS”) FOR RESOURCE ADEQUACY SERVICES WITH THE ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING, LLC, WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL; AND (2) TO EXECUTE AMENDMENTS TO THE ADDENDUM TO MODIFY PCE’S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$50,000 IN RESPONSE TO A RE-ALLOCATION OF THE COST SHARES AMONG THE PARTICIPATING CCAs DUE TO ONE OR MORE CCAs ADDING OR TERMINATING SERVICES UNDER THE ADDENDUM.

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” or “PCE”) was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring consulting services for Resource Adequacy which includes portfolio aggregation, management, procurement, and compliance reporting; and

WHEREAS, PCE and the Joint CCAs have negotiated an agreement to share costs related to joint procurement of consulting services; and

WHEREAS, PCE and the Joint CCAs have determined that the first service agreement under the Agreement shall be for Resource Adequacy services, which services and costs will be memorialized in an Addendum to the Agreement;

WHEREAS, staff is presenting to the Board for its review the Addendum, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Addendum.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

(1) Execute an Addendum to the Cost-Sharing and Reimbursement Agreement

Between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy

Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC, with terms consistent with those presented, in a form approved by the General Counsel; and

- (2) To execute amendments to the Addendum to modify PCE's maximum fiscal obligation by no more than \$50,000 in response to a re-allocation of the cost shares among the participating CCAs due to one or more CCAs adding or terminating services under the Addendum.

* * * * *

[CCO-113499]



**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: May 10, 2019
BOARD MEETING DATE: May 23, 2019
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jan Pepper, Chief Executive Officer
SUBJECT: Authorize Chief Executive Officer to Execute a Consulting Agreement for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC, for a term of May 24, 2019 to May 23, 2022 and in an amount not to exceed \$650,000.

RECOMMENDATION:

Authorize Chief Executive Officer to Execute a Consulting Agreement for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC, for a term of May 24, 2019 to May 23, 2022 and in an amount not to exceed \$650,000.

BACKGROUND:

PCE, SVCE, SJCE, MBCP, and EBCE (Joint CCAs) are entering into a Cost-Sharing and Reimbursement Agreement and an Addendum to the Agreement to procure Resource Adequacy (RA) services (Agenda item 6a). The first consulting services agreement under the Cost-Sharing Agreement is for procuring Resource Adequacy (RA) related services, including portfolio aggregation, management, procurement, and compliance reporting. PCE will be the Responsible Party for the Agreement, meaning that it will administer the consulting agreement on behalf of the Joint CCAs.

Accordingly, PCE will enter into a Consulting Agreement with The Alliance for Cooperative Energy Services Power Marketing, LLC (ACES) to provide these services.

ACES is an energy management company owned by 21 not-for-profit public power entities. ACES provides energy trading, procurement and regulatory services to both its member owners and to independent power market participants, such as CCAs. ACES does not own any generation and acts solely as agent, so no conflicts of interest exist.

Currently, ACES provides portfolio management services for six public power entities in the California Independent System Operator (CAISO) and has worked with clients in California since 2005. ACES provides RA services for public power entities including municipalities and non-profit cooperatives. ACES is headquartered in Carmel, Indiana.

The costs of this agreement will be split between the Joint CCAs as per the terms of the Cost-Sharing and Reimbursement Agreement. The total expected cost of the contract will be \$650,000, to be shared among the Joint CCAs. We expect PCE's portion to be \$130,000.

DISCUSSION:

General power supply planning and acquisition requires specialized knowledge and expertise to perform the requisite analysis, procurement plans, execution of transactions and regulatory compliance submittals. Meeting California's RA program requirements is complicated due to the onerous regulatory requirements and scarcity of resources in the marketplace. This process requires extensive staff resources to track, procure and report. While PCE is fully committed to meeting RA requirements and investing in resources that promote greater grid reliability, the amount of time and effort spent on meeting RA obligations is not commensurate with the budget for RA.

Because it is important that PCE meets all compliance obligations while at the same time furthering multiple community-driven objectives, PCE currently outsources a portion of this function to Pacific Energy Advisors (PEA) under a consulting services agreement. This solution has worked well to date, but PCE's ability to meet the year-ahead requirements in 2019 was challenging and will continue to become difficult as more and more CCAs procure RA to meet their RA needs and resources are taken off-line or no longer offered for RA.

The Joint CCAs believe that it may be more efficient to engage in joint RA procurement. Such approach would help balance deficit and surplus positions among the Joint CCAs. Joint procurement would also achieve economies of scale when issuing solicitations to buy RA and/or responding to solicitations issued by generators and/or the holders of RA capacity, which may require minimum volumes greater than any one CCA requires.

With this joint procurement approach in mind, the Joint CCAs issued a request for proposals in February 2019 for RA portfolio management services and regulatory compliance. ACES was selected based on the evaluation criteria, including experience, bandwidth, proposal to meet RA needs and value to the Joint CCAs.

PCE is the host CCA, or "Responsible Party," under the Cost-Sharing Agreement and will enter into a Consulting Agreement with ACES, which will form the basis of the Addendum to the Cost-Sharing Agreement. The Consulting Agreement deviates from PCE's standard consulting services agreement in two notable respects: (1) it limits contract liability to cases of gross negligence or willful misconduct by ACES, and, if that high standard is met, to a value of two times the fees paid to ACES in a calendar year; and (2) eliminates either party's ability to sue in favor of binding arbitration. Despite these deviations, PCE staff recommend that the Board approve the Resolution

authorizing the Agreement, as ACES provided the most competitive rate. Frequent and regular monitoring of ACES's work should identify any problems early, and PCE may terminate the Agreement without cause (though with 30 days' notice and a \$40,000 termination fee, which would be shared among the Joint CCAs). The Consulting Agreement between PCE and ACES is included as an attachment to Agenda Item 6b.

Should ACES' services no longer be required, or change in scope become necessary, as a result of the establishment by the state of California of a central buyer for full RA procurement, the CEOs of the Joint CCAs will evaluate the need to continue receiving RA-related services from ACES.

CONSULTING AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING LLC

This Consulting Agreement "Agreement" is entered into this [day] day of [month], 2019, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Alliance for Cooperative Energy Services Power Marketing LLC, hereinafter called "Contractor" or "ACES."

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; and

Whereas, it is necessary and desirable that PCEA engage the services of Contractor as an independent contractor to assess, analyze and perform studies and other due diligence in connection with potential projects, that services are hereinafter referred to as the "Services";

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform Services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

All services shall be subject to conflict release before ACES agrees to perform any services. At the request of the PCEA, Contractor shall perform the Services as agreed to and described in Exhibit A. Exhibit A shall consist of one or more sequential task orders each containing a separate Scope of Work as agreed upon by the parties. If requested, Contractor shall provide PCEA with a good faith estimate of the fees to be charged for the Services. All Services provided by Contractor, whether herein enumerated or performed on a gratuitous basis, shall be deemed performed under the terms and conditions of this Agreement.

3. Fees

Contractor's Fees. If the Scope of Work described in Exhibit A is performed on an hourly basis, PCEA shall pay Contractor hourly fees in accordance with the Hourly Rate Schedule attached hereto or as otherwise subsequently agreed upon by the parties. In addition to the hourly fees, PCEA shall also pay to Contractor an administrative fee of ten percent (10%) of each month's hourly billings. In the event the Services are provided on a fixed fee basis, PCEA shall pay the fixed fee defined in Exhibit A. Under either fee arrangement, PCEA shall also reimburse Contractor for all customary and reasonable out-of-pocket expenses directly related to the Services. Contractor shall provide to PCEA a monthly billing statement outlining: (i) the number of hours expended in performing the Services; (ii) the nature of the work performed; (iii) the date it was performed; (iv) the person performing the work; and (v) a listing of all reimbursable out-of-pocket expenses.

4. Payments

In no event shall PCEA's total fiscal obligation under this Agreement exceed Two Hundred Thousand Dollars (\$200,000) per year. In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration. By the fifteenth (15th) day of each month, Contractor agrees to submit to PCEA its invoice for services performed in the prior month. Any payment that is not received by ACES on or before the date required shall incur a monthly late fee calculated on the total outstanding balance due at an interest rate equal to the prime rate (as published in the Wall Street Journal) plus two percentage points (2%) beginning the tenth day following the due date. PCEA agrees to pay Contractor's invoice not later than thirty (30) days following receipt of Contractor's invoice. If there is a disputed portion of any invoice, PCEA shall pay the undisputed amount as provided above. Within thirty (30) days of receipt of any invoice, PCEA shall provide Contractor with a detailed written explanation identifying the reasons for disputing any portion of the invoice. Within ten (10) days of receipt of PCEA's explanation of the disputed portion of the invoice, Contractor shall provide a written reply to PCEA explaining its position. If the dispute remains unresolved after the exchange of the PCEA's explanation and the Contractor's reply, the Parties shall use the dispute resolution procedure in Section 12 of this Agreement. All payments by PCEA to ACES pursuant to such Exhibit A, or otherwise, shall be through electronic payments in immediately available funds to ACES' account in a financial institution or other entity designated by ACES in writing. All payments to ACES shall be submitted via ACH or wire transfer to:

ACH Instructions

Company Name: ACES Power Marketing
Account #: 8666823358
Bank Routing #: 071000039
Bank Name: Bank of America
Bank Address: Chicago, Illinois

Wire Instructions *(Please use ACH if possible)*

Company Name: ACES Power Marketing
Account #: 8666823358
Bank Routing #: 026009593
Bank Name: Bank of America
Bank Address: New York, New York
Swift: BOFAUS3N

5. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be three (3) years, from [Month] [Date], 2019, to [Month] [Date], 2022. Thereafter, subject to the approval of PCEA and the Community Choice Aggregators (CCAs) on behalf of which PCEA is procuring the Services, the term shall continue for additional one (1) year terms (each such term is an "Additional Term") (Initial Terms and Additional Terms are both hereinafter "Terms"), unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then current term. No Termination Fee under Section 6 shall apply to termination of this Agreement by PCEA after the expiration of the Initial Term.

6. Termination; Availability of Funds

During the Initial Term, this Agreement may be terminated by Contractor or by the Chief Executive Officer of PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Exhibit A may be terminated by PCEA for convenience by thirty (30) days written notice to Contractor provided that PCEA pays Contractor Termination Fees pursuant to Exhibit B.

During Additional Term(s), this Agreement and the Exhibit A may be terminated by Contractor or by the Chief Executive Officer of PCEA or his/her designee at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party.

. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

7. Contract Materials

PCEA shall retain all title to PCEA's materials that are provided to Contractor, including all copies thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent in such PCEA materials. At the conclusion of its work, Contractor shall provide PCEA with a detailed final report of its evaluation and analysis in conformity with the Consulting Services agreed upon in Exhibit A, if any. Contractor agrees that all rights, title, and interest in the final report, including copyrights, shall vest in PCEA upon delivery without further consideration. Contractor reserves the right to retain copies of the final report for Contractor's archival records, which may not be copied, distributed, or otherwise transferred. All work product produced by Contractor including, without limitation, documents, maps, sketches, notes, data, models, compilations, and samples, but excluding the final report, collectively referred to as "work product", shall remain the property of Contractor.

8. Relationship of Parties

During the term of this Agreement, Contractor shall be an independent contractor and Contractor and its agents and employees shall not (i) be agents or representatives of PCEA, or (ii) have any authority to assume, create or incur any liability or obligation (express or implied) against or on behalf of PCEA. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Consulting Services and will provide any necessary tools, supplies, and equipment at Contractor's sole cost unless otherwise determined by PCEA. Contractor will determine the time, place, and the manner in which it will provide the Consulting Services, within an overall schedule established by

PCEA. By this Agreement, PCEA is not obligated to provide office space, secretarial services, or other support for the Consulting Services. PCEA will not withhold from PCEA's payments to Contractor state or federal income tax, social security, state or federal unemployment insurance contributions, disability insurance contributions or any other such contributions, taxes or employee withholdings, and will not obtain workers compensation or any other insurance for Contractor, and Contractor shall be solely responsible for such taxes, withholdings and insurance. Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

9. Contractor's Performance

Contractor shall provide the Services to PCEA in material conformity to the specifications set forth in Exhibit A. Contractor shall use commercially reasonable efforts to perform the Services in a professional and timely manner. Contractor will make a good faith effort to be accurate and complete in performing the Services. To the extent reasonably possible, Contractor shall perform the Services at Contractor's headquarters in Carmel, Indiana, or at other mutually agreed locations. If Contractor is required to perform work under this Agreement for PCEA at PCEA's headquarters or elsewhere, PCEA shall make appropriate work space available to Contractor's employees at a mutually agreed location. PCEA shall also make its employees, attorneys, and consultants available as necessary to assist Contractor in Contractor's performance of the Services. Contractor shall maintain records of all hours spent by its employees and all out-of-pocket expenses incurred by Contractor in performing the Services.

10. Limitation of Liability

- a. Limitation of Liability. Each Party shall release the other Party from and against any and all liability, loss, damage, and expense arising or alleged to arise from, or incident to, any losses or damages occasioned by, or in connection with, the Services under this Agreement. Such release shall include all third-party liability. Notwithstanding the foregoing, if a party incurs a liability or loss due to the other party's gross negligence or willful misconduct, then the party causing the liability or loss shall pay the other party the amount of such liability or loss, as hereinafter limited by Section 8(b) below.
- b. Limitation on Damages: NO PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT ACTUAL DAMAGES WHICH RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. IN ALL INSTANCES SUCH DAMAGES SHALL BE LIMITED TO TWO (2) TIMES THE FEES TO BE PAID TO CONTRACTOR IN THE CALENDAR YEAR OF THE ALLEGED BREACH OR LOSS. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, LOST OPPORTUNITY COSTS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED HEREIN ON REMEDIES AND DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

11. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA.

12. Payment of Permits/Licenses

In the event that a license, permit or other regulatory approval becomes necessary for Contractor to perform the Services listed in Exhibit A ("Required Permit"), Contractor shall notify PCEA in writing of the Required Permit and use commercially reasonable efforts to obtain such Required Permit. In the event that Contractor is unable to obtain the Required Permit by the date on which such Required Permit is necessary for continued performance of the Services, PCEA may terminate the Agreement without any obligation to pay Termination Fees upon written notice. Upon receipt of any Required Permit, Contractor shall thereafter use commercially reasonable efforts to maintain such Required Permit in full force and effect unless the failure to maintain such Required Permit would not adversely affect the ability of Contractor to continue to perform the applicable Services.

13. W9 Form and Submission of Invoices

Prior to submitting an invoice to PCE, Contractor shall submit a completed W9 form electronically to PCE's Finance Email (finance@peninsulacleanenergy.com). Contractor understands that no invoice will be paid by PCE unless and until a W9 Form is received by PCE. Contractor shall email all invoices to PCE's Finance Email. Invoices shall not be submitted by other means.

14. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while

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

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

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

15. Compliance with Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

16. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 15, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA.

17. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 4, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

18. Retention of Records; Right to Monitor and Audit

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

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

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

19. Merger Clause; Amendments

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

20. Disclaimer of Warranties

CONTRACTOR MAKES NO WARRANTY TO PCEA OR ANY OTHER ENTITY, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, AS TO THE USE, COMPLETENESS, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OF ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY CONTRACTOR ARE HEREBY EXCLUDED AND DISCLAIMED.

21. Controlling Law

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules.

22. Dispute Resolution

The parties recognize and agree that resolving controversies through litigation in the federal and state courts of the United States is costly, time consuming and a burden on their resources. Accordingly, the parties waive all rights to bring an action in any court of law. The parties agree that the exclusive remedy for the resolution of any dispute under this Agreement shall be alternative dispute resolution. Therefore, in an effort to eliminate the need for litigation and reduce the costs of resolving any dispute that may arise between the parties under this Agreement, the parties agree that any dispute the parties are incapable of

resolving through their own good faith settlement discussions shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with the Commercial or other Arbitration Rules of the American Arbitration Association. However, as a condition precedent to entering into such form of alternative dispute resolution, Contractor and PCEA shall enter into good faith settlement discussions for a period of not less than ten (10) days. The resolution of any dispute hereunder shall be in writing and executed by the parties.

23. Claims

All claims relating to, or arising out of, the Services provided under this Agreement shall be brought within one year of the completion of the Service(s) or such claims shall be waived.

24. Notices

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

In the case of PCEA, to:

Name/Title: Jan Pepper, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-260-0100
Email: jpepper@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: David H. Claspell, Senior Vice President & CFO
Address: 4140 W 99th Street Carmel, IN 46032
Telephone: 317-344-7080
Facsimile: 317-344-7001
Email:

25. Electronic Signature

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For PCEA: If this box is checked by PCEA, PCEA consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

26. No Recourse Against PCEA's Member Agencies

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first written above.

PENINSULA CLEAN ENERGY AUTHORITY

By:

Title: Chief Executive Officer, Peninsula Clean Energy Authority

Date:

Alliance for Cooperative Energy Services Power Marketing LLC

By:

Title:

Date:

Exhibit A

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

- I. Resource Adequacy (“RA”) Portfolio Management Services:
- 1) Create Joint Community Choice Aggregator (“CCA”) RA portfolio (rolling 3 years):
 1. Forecast each CCA’s forward RA requirements;
 2. Determine each CCA’s residual monthly and annual RA position(s) - System, Local and Flexible;
 3. Aggregate Joint CCA RA needs;
 4. Aggregate Transfer Capability Rights: Participate in the California Independent System Operation (“CAISO”) annual process for transfer capability right; and
 5. Aggregate Joint CCAs availability of South to North transfer capabilities, if applicable.

 - 2) Manage and monitor the Joint CCA RA portfolio to ensure compliance for month-ahead showings and year-ahead showings.
 - 3) Create and issue Joint CCA RA competitive solicitations to close the Joint CCAs aggregate open positions:
 1. Contractor will need to issue several solicitations throughout the year;
 2. Determine which of the Joint CCAs will participate in each solicitation;
 3. Create bid/offer form;
 4. Maintain a list of qualified generators and counterparties in and around the CAISO for distribution of each solicitation; and
 5. Solicit load servicing entities to determine available import transfer capability rights.
 - 4) Participate in third party RA solicitations on behalf of the Joint CCAs
 1. Contractor will notify each CCA promptly following the email notification from a third party solicitation
 2. Determine which of the Joint CCAs will participate in each solicitation;
 3. Recommend a joint bid or offer on behalf of the Joint CCAs and demonstrate how that affects individual portfolios;
 4. Complete bid/offer form for submittal; and
 5. Notify individual CCAs promptly following shortlisted notifications
 - 5) Conduct bilateral outreach to individual counterparties and generators on behalf of the Joint CCAs as needed to fill any open positions in each CCA’s RA portfolio.
 - 6) Report the results of the competitive solicitation(s) and any bilateral outreach to the participating CCAs and work with the participating CCAs to determine what actions will be taken.
 - 7) Support execution of transactions by each CCA, to include, review draft confirmation agreements to ensure correct volumes and prices are reflected.
 - 8) Issue recurring, or upon request and delivered within reasonable time, individualized reports to each CCA. Reports shall be updated in continuation from the last report and include the following information:
 1. Description of any solicitations either issued or in response to third party solicitations or bilateral negotiations , including a copy of the solicitation, contact information for any potential bidders to whom the solicitation was sent, copies of any bilateral email negotiations written description of bilateral outreach or negotiation which took place over the phone or in-person including contact

information, products, prices and terms discussed– including correspondence that doesn't lead into negotiations.

2. Contract details for what has been purchased. Contract details will include monthly details on RA product type (i.e. flex, local, system), volumes, prices, generating units, counterparties, terms, and other relevant details.
3. Remaining unfilled monthly RA positions (by type – local, system, flex, import capability rights, and available south to north transfer capabilities).
 - a. Either through a spreadsheet or another method for updating positions, the report must include the calculations for managing and monitoring monthly RA positions for each individual CCA to ensure compliance requirements are met.
- 9) Contractor's employees will abide by a Personal Conduct Policy established and monitored by Contractor. In addition, Contractor and the Joint CCAs will develop and adhere to a "Policies and Procedures" document, which will govern how Contractor provides the Services on behalf of the Joint CCAs.

II. Regulatory/Compliance Services:

1. Serve as the main correspondent between the CCAs and the California Public Utility Commission ("CPUC"), CAISO and California Energy Commission ("CEC") regarding RA requirements. Promptly share any communications received or sent to the CPUC, CAISO or CEC with the relevant CCAs.
2. Create, maintain, and file year-ahead and month-ahead RA templates to the CPUC. Provide draft filings to each participating CCA at least 5 Business Days before the relevant compliance deadline. Make any changes as necessary, notify any upstream suppliers and downstream buyers of changes to be made to supply plans, and file with the CPUC on or before the relevant compliance filing deadline.
3. Coordinate with each CCA's scheduling coordinator to submit supply plans to the CAISO according to the relevant filing deadlines.
4. Submit historical load info, provided by the Joint CCAs to the CPUC ahead of the relevant compliance filing and as requested by the CPUC.
5. Submit load forecast data, provided by the Joint CCAs to the CEC, CPUC, and Investor Owned Utility.
6. Coordinate responses related to RA-related data requests from the CPUC, CEC or CAISO.
7. Notify the Joint CCAs of any changes to RA processes or market rules with the CAISO, CEC, CPUC or other regulatory bodies.

Exhibit B

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

Pursuant to Section 3, PCEA shall pay ACES the following amounts:

Annual Customer Service Fees: During the Term of this Agreement, PCEA shall pay to ACES Annual Customer Service Fees (for Services listed in Exhibit A) in the amount of One Hundred Nine Thousand Four Hundred Dollars (\$109,400) [\$79,450 for RA Management and Procurement and \$29,950 (\$29,950 per CCA) for Regulatory Compliance Services] payable in equal monthly installments of Nine Thousand One Hundred Sixteen Dollars and 67/100 (\$9116.67) each due and payable on the first day of the month. Fees may be prorated for any partial month.

Addition or Removal of a CCA for RA Management and Procurement Services:

PCEA is contracting for RA Management and Procurement Services for five (5) CCAs. In the event that PCEA would like to add or remove a CCA to this Agreement for RA Management and Procurement Services, PCEA shall give ACES thirty days written notice of desire to add or remove CCA. The cost to add a CCA is Twelve Thousand Dollars annually payable in equal monthly installments of One Thousand Dollars (\$1,000) each due and payable on the first day of the month. A one-time cost to remove a CCA is Five Thousand Dollars (\$5,000) due and payable upon written notice of removal. Thereafter the Annual Customer Service Fees fee may reduced by One Thousand Dollars (\$1,000 per month), so long as the Contract minimum of \$79,450 has been reached by RA Management and Procurement Services.

Addition or Removal of a CCA for Regulatory/Compliance Services:

PCEA is contracting for Regulatory/Compliance Services for one (1) CCAs. In the event that PCEA would like to add or remove a CCA to this Agreement for Regulatory/Compliance Service, PCEA shall give ACES thirty days written notice of desire to add or remove CCA. The cost to add a CCA is Twenty-nine Thousand Nine Hundred and Fifty Dollars annually payable in equal monthly installments of Two Thousand Four Hundred and Ninety Five Dollars and 83/100 (\$2,495.83) each due and payable on the first day of the month. The one-time cost to remove a CCA is Five Thousand Dollars (\$5,000) due and payable upon written notice of removal. Annual Customer Service Fees shall be reduced by Two Thousand Four Hundred and Ninety-Five Dollars and 83/100 (\$2,495.83 per month) for each CCA being removed beginning on the effective date of the removal.

Termination Fee:

PCEA shall pay ACES as liquidated damages pursuant to Section 5 Termination Fee of Forty Thousand Dollars (\$40,000) for the Termination of Exhibit A for convenience, which shall be due and payable upon exercise of termination for convenience during the Initial Term.

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE A CONSULTING AGREEMENT FOR RESOURCE ADEQUACY SERVICES WITH THE ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING, LLC (“CONTRACTOR”) FOR A TERM OF MAY 24, 2019 TO MAY 23, 2022 IN AN AMOUNT NOT TO EXCEED \$650,000 WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED BY THE GENERAL COUNSEL;

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

WHEREAS, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or “PCE”) was formed on February 29, 2016; and

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, PCE staff have recommended that the Board delegate authority to the CEO to execute the Cost-Sharing and Reimbursement Agreement (“Cost-Sharing

Agreement”) between The Peninsula Clean Energy Authority, The Silicon Valley Clean Energy Authority, City of San Jose, Administrator of San Jose Clean Energy, The East Bay Community Energy Authority, and Monterey Bay Community Power Authority (the Joint CCAs); and

WHEREAS, PCE and the Joint CCAs have determined that there can be mutual efficiencies and cost savings from jointly procuring Resource Adequacy services; and

WHEREAS, PCE and the Joint CCAs have negotiated an Addendum to the Cost-Sharing Agreement to share costs related to joint procurement of Resource Adequacy services with PCE acting as the Responsible Party; and

WHEREAS, PCE and the Joint CCAs solicited bids from a number of organizations to provide Resource Adequacy services, and of the five respondents who presented on their services, a Contractor was selected based on Contractor’s experience, bandwidth, proposal to meet RA needs, and value to the Joint CCAs; and

WHEREAS, PCE and Contractor have negotiated a consulting agreement to provide the requested services the costs for which will be shared by the Joint CCAs under the terms of the Cost-Sharing and Reimbursement Agreement; and

WHEREAS, staff is presenting to the Board for its review the Consulting Agreement, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

Execute a Consulting Agreement for Resource Adequacy Services with The Alliance for Cooperative Energy Services Power Marketing, LLC (“Contractor”) for a term of May 24, 2019 to May 23, 2022 and in an amount not to exceed \$650,000 with terms consistent with those presented, in a form approved by the General Counsel.

* * * * *

[CCO-113499]



PENINSULA CLEAN ENERGY
JPA Board Correspondence

DATE: May 13, 2018

BOARD MEETING DATE: May 23, 2018

SPECIAL NOTICE/HEARING: None

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer, Peninsula Clean Energy
Rafael Reyes, Director of Energy Programs

SUBJECT: Local Programs Report

SUMMARY

The following programs are in progress, and detailed information is provided below:

- Building and EV Reach Codes
- EV Ride and Drives
- Low-Income EV Incentive Program (DriveForward Electric)
- PCE/EBCE Resilient Solar for Critical Facilities
- Community Pilots

The following programs are in development:

- Curbside & Multi-Unit Dwelling (MUD) Pilot: This pilot program will foster new low-power charging technology solutions, pilot them in MUDs, and assess the technologies and document the results. Energy Solutions was selected as the consultant partner as part of a competitive bid process. The Board approved the contract terms in the March 2019 board meeting. The contract is now undergoing refinement and is expected to be executed soon.
- The EV Charging Infrastructure Incentive Program: Program was approved in the December 2018 board meeting and is under development with a targeted launch of summer 2019. This program was funded at \$16 million over four years to provide incentives and technical assistance for the deployment of 3,500 EV charging ports. Work under development includes defining the qualifications and incentives, establishing the associated technical assistance and workforce

programs, hiring support staff, and acquiring a software system for program tracking plus seeking to secure Bay Area Air Quality Management and a California Energy Commission EV infrastructure funding.

DETAIL

Building and EV Reach Codes

PCE is working with local governments to support the adoption of low-carbon and EV ready building reach codes to correlate with the adoption of the 2019 triannual California building code standards. PCE and its partners held two webinars on the proposed reach code measures in April 2019 with 25 city staff participants and are taking input on the draft model reach codes through May 15, 2019. Cities can request 1-on-1 meetings with the program team and consultants for a detailed discussion and a number have done so. Once the model measures are finalized, PCE will provide code language for prospective adoption by approximately May 31, 2019. Cities are invited to submit a Letter of Intent to receive \$10,000 in support funding. To date, the cities of Burlingame, Brisbane, and San Mateo have submitted a Letter of Intent. The following table indicates current individual city status within the reach code program.

<i>City</i>	<i>Municipal Staff Contacts & Notes</i>	<i>LOI Status</i>
Atherton	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Belmont	May 10 via building staff: "We may need some additional assistance as we don't have a dedicated staff person to the PCE/Reach Code effort."	
Brisbane	Multiple	Received
Burlingame	Multiple	Received
Colma	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Daly City	May 5: Staff reports Daly City does not have an appetite for reach code.	
East Palo Alto	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Foster City	To date, no city staff have participated.	
Half Moon Bay	To date, no city staff have participated.	

Hillsborough	1 or more city staff have attended the kickoff, a charrette, or measure webinar. Presentation to City Council is planned in June.	
Menlo Park	Multiple. Staff is reporting an intent to pursue strong building electrification measures.	
Millbrae	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Pacifica	May 7: PCE and San Mateo County OOS presented at Council. Director of Planning has indicated the city is receptive.	
Portola Valley	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Redwood City	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
San Bruno	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
San Carlos	Staff has indicated a desire to see specific language.	
San Mateo (City)	Multiple	Received
South San Francisco	To date, no city staff have participated.	
Unincorporated County	1 or more city staff have attended the kickoff, a charrette, or measure webinar	
Woodside	May 14: Town Manager indicated town is exploring submitting LOI.	

Additional outreach is planned to engage cities that have not yet participated and support those indicating interest.

EV Ride & Drives

This program is one of PCE's two core elements for EV marketing (the other is the New EV Dealer Incentive Program) and it provides for community and corporate events in which community members can test drive a range of EVs. Five events were held in 2018 and in February 2019, the Board approved ramping up the program with a 3-year program intended to yield 10 to 25 events per year and significantly increase social

media visibility. PCE has completed two events and has three more scheduled thus far for 2019. Others are being explored.

Completed:

- STEAM Fest in Redwood City on 5/27 (community): 69 test drives and 56 passenger rides for a total of 125 EV experiences.
- Visa in Foster City on 5/8 (workplace): 160 test drives and 101 passenger rides for a total of 261 EV experiences.

Scheduled:

- Genentech in South San Francisco on 5/29 (workplace)
- Colma Community Festival in Colma on 6/13 (community)
- Facebook Festival in Menlo Park on 8/17 (community)

Low-Income EV Incentive Program (DriveForward Electric)

The program will provide a \$4,000 incentive for the purchase of used plug-in hybrid electric vehicles (PHEVs) to low- and moderate-income San Mateo County residents with access to a standard outlet at home or work. PCE will offer this incentive through Peninsula Family Service's DriveForward program, which is a robust program that provides financial coaching and access to financing to help participants purchase reliable used vehicles. PCE has a program web page available at peninsulacleanenergy.com/driveforwardelectric/.

Two people have participated in the program and received the \$4,000 incentive to date: one purchased a 2016 Ford Fusion Energi and the other a 2016 Chevrolet Volt. Three other participants have been approved for a loan and are currently looking for a PHEV. More 1-on-1 client meetings are in progress with PFS.

The program had a soft launch with a special workshop on March 2, 2019, targeting PCE customers on the California Alternate Rates for Energy Program (CARE) utility discounted rate program. Approximately 40 attendees participated to learn about the program and financial empowerment services. PCE held a second workshop in Daly City on May 3, 2019 with approximately 23 attendees. One more special workshop is scheduled for June 22 in Menlo Park, with many other dates offered through the PFS regular workshops in San Mateo.

A formal launch event was held on May 15, from 8:30 am – 12:00 pm at the Sobrato Center in Redwood Shores. This half-day symposium focused on the nexus of transportation, climate, and the economy and formally announced the DriveForward Electric program. PCE's CEO Jan Pepper spoke at the event to update attendees on PCE's programs. PCE board member Dave Pine opened the event and board members Donna Colson (Burlingame) and Carlos Romero (East Palo Alto) participated on a panel discussing clean and affordable transportation in San Mateo County. The event was accompanied by a press release on the DriveForward Electric program and PCE/PFS partnership.

Resilient Solar for Critical Facilities

In Q3 2018, East Bay Community Energy (EBCE), in partnership with Peninsula Clean Energy (PCE), was awarded a Bay Area Air Quality Management District grant for a scoping study to identify community shelter critical facilities in Alameda and San Mateo, counties that provide emergency services during natural disasters and do preliminary assessments for solar+storage resilience projects. Solar+storage at critical facilities have the potential to provide a cleaner and more reliable power source than diesel generators and reduce operating costs for the facilities.

This a \$300k 12-month scoping project that will: 1) identify a subset of critical facilities in San Mateo and Alameda counties that serve as community shelters and/or emergency response hubs during disasters (e.g. police and fire depts, recreation centers, libraries, etc); 2) narrow down that list to select priority sites based on some criteria and conduct some assessments at a subset of those sites that are representative of the entire list; 3) develop a financial model (e.g. rate design or financial incentive) that results in affordable and widespread deployment of resilient solar systems; and 4) design and assist in the collective procurement for solar+storage installations at priority critical facilities to reduce costs for agencies interested.

This project has initiated and PCE is working with the County Office of Sustainability to get a list of critical facilities identified in the County's 2016 Hazard Mitigation Plan and through other work. PCE will be reaching out to a subset of cities in the coming months to identify a representative subset of sites. The representative sites will undergo an assessment that will be used to estimate the project potential of the entire list. The overall project potential will serve as a basis for assessing the full scope of a prospective procurement. PCE is structuring the city engagement process to be as time efficient as possible during the scoping process (<10 hrs of agency staff time for each participating agency).

Community Pilots

PCE awarded grants of up to \$75,000 each for six innovative local pilot projects to reduce greenhouse gas emissions, support low-income customers, and advance electric transportation. Below is the status of each pilot project:

Pilot	Status
Refrigerator Recycling – ARCA Old refrigerator recycling program to capture high impact GHG sources.	Program live since mid-April. 21 requests have been made as of end of April (11 units collected, 10 pending collection). Program will run until 350 units are recycled. Website: www.peninsulacleanenergy.com/fridge
Peninsula Climate Comfort – Ardenna	Application closed April 7. 62 complete applications received. Ardenna screening

<p>Pilot for electrification retrofits for 5 homes for in-depth technical and financial assessment as development of financing strategy.</p>	<p>applicants to select 5 participants. Website: www.climate-comfort.com</p>
<p>Healthy Home Connect – Build It Green</p> <p>Upgrade 10-16 low-income homes that would otherwise be disqualified from existing energy saving assistance programs using PCE gap funding.</p>	<p>Initial outreach has begun to assess prospective participants. Program will provide healthy home upgrades & remediations to 10-16 homes.</p>
<p>Community Resiliency at Faith Institutions – Interfaith Power & Light</p> <p>Recruit and develop plans to equip select number of faith institutions to be community hubs with clean energy back up power.</p>	<p>Outreach ongoing to assess prospective participants.</p>
<p>Low to Moderate Income Community Car Sharing</p> <p>Deploy a select number of battery electric vehicles (EVs) to be used for car sharing within a low to moderate income community apartment complex.</p>	<p>Contract under development.</p>
<p>A Roadmap for Municipal Green Fleets – County Office of Sustainability</p> <p>Develop a clean fuel fleet toolkit for local governments, acquire pilot vehicles and scooters, and provide technical assistance to jurisdictions interested in electrifying their fleets.</p>	<p>Input from local governments on toolkit needs continues. Resources are being collected and assessed and an initial website has been launched www.smcsustainability.org/greenfleet.</p>