



Board of Directors Meeting

Wednesday, June 7, 2017

6:00 – 6:30 pm: Closed Session

6:30 pm: Regular Meeting

Castro Valley Library

3600 Norbridge Avenue, Castro Valley, CA

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Bruce Jensen, Senior Planner at the County of Alameda, at least 2 working days before the meeting at (510) 670-5400 or Bruce.jensen@acgov.org.

If you have anything that you wish to be distributed to the Board please hand it to a member of EBCE staff who will distribute the information to the Board members and other staff.

6:00 pm

1. Welcome & Roll Call

CLOSED SESSION: Public Employee Appointment, Chief Executive Officer
(Government Code § 54957(b))

6:30 pm

2. Public Comment

This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to two minutes per speaker, but an extension can be provided at the discretion of the Chair.

CONSENT AGENDA

3. Approval of Minutes from May 17, 2017 Board Meeting

REGULAR AGENDA

4. County Staff update

- a) Data Management/Call Center RFP

- b) Contra Costa County Outreach – City of San Ramon
- c) Local Development Business Plan

- 5. Approval of Program Implementation Support Contract with LEAN Energy US**
- 6. Approval of Human Resources Support Contract with Koff & Associates**
- 7. Appointment of Community Advisory Committee Members**
- 8. Board Policy Discussion re: Implementation Plan Elements**
- 9. Board Member and Staff Announcements**
- 10. Adjournment** – to June 21, 2017 (City of Hayward Council Chambers)



Board of Directors Meeting
Wednesday, May 17, 2017
6:00 pm
City of Hayward Council Chambers
777 B Street, Hayward, CA

SUMMARY MINUTES

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Ken Platt - Spoke regarding Consultants, in support of Community Advisory Committee guidelines. Also spoke regarding who needs to sign the Conflict of Interest and asked the Board to not mimic PG&E Policy

Jessica Tovar – Spoke regarding frustrations with the delay in seating the Community Advisory Committee (CAC) and suggested tasks the CAC should be able to participate in.

CONSENT AGENDA

3. Approval of Minutes from April 12, 2017 Board Meeting

Member Biddle motioned to approve the minutes as amended:

1. Correct Contract end date in item 5a to 4/12/17

Member Mendall seconded the motion which carried 9/0; Abstained: Members: Bonnaccorsi and Rood; Excused: Members: Ellis and Spedowski

REGULAR AGENDA

4. County Staff update

a) Data Management/Call Center RFP

Staff is working on a new RFP for Data Management and Call Center, due to size, East Bay Clean Energy is expected to require more resources than other Community Choice Aggregation (CCA). Bidders for the first Data Management and Call center RFP were located outside of Alameda County and staff does not feel the current vendor pool is able to fulfil the needs listed in the RFP. Staff also requested direction from the Board on including Alameda County's Small Local and Emerging Business (SLEB) requirements.

b) Community Advisory Committee – review and selection update

Staff received 37 applications and selected the most qualified to present to the Ad Hoc committee. The Ad Hoc committee has made preliminary selections and will schedule a meeting to discuss and make final selections. Staff recommends that the Ad Hoc committee make their selections in time for the Wednesday, 6/7/17 meeting.

c) CEO Search and Outsourced Human Resource Contract

Staff received 70 applications for the EBCE CEO position. Eight highly qualified candidates participated in the first-round interview panel on Tuesday, 5/9/17, which consisted of: Alameda Municipal Power General Manager, Silicon Valley Clean Energy CEO and Board member Mendall. The final-round interview is scheduled for Wednesday, 5/31/17 with the Board of Director's Ad Hoc committee (Chair Haggerty, Vice-Chair Kalb and Board member Mendall) and the Sonoma Clean Power CEO. After a CEO is selected contract negotiations will be conducted in Closed Session with the full Board.

Staff will issue a Request for Proposal for an outside human resource firm to assist with CEO contract negotiations, future recruitments, compensation, benefits and manage human resource operations until permanent staff is hired. Staff will present recommendations at the Wednesday, 6/7/17 meeting.

d) Banking and Credit Services RFP/Bank Outreach

Staff and Consultants are compiling a list of local/regional banks that may work with EBCE and drafting an RFP for EBCE banking and credit services. Staff anticipates that the RFP for services will include prohibitions on banks invested in DAPL and other fossil investments. The RFP is scheduled to open in July after the CEO has been hired. EBCE's working capital/line of credit to support Phase 1 power solicitation and contracting is expected to begin in October.

e) Contra Costa County Status Update

Contra Costa County, Moraga, Concord, Antioch, Danville, Oakley and Pittsburg opted to contract with Marin Clean Energy (MCE). Staff sought direction from the Board on continuing or concluding outreach to other jurisdictions within Contra Costa County.

5. Data Management and Call Center RFP – Local Hire Preference

Staff requested direction regarding local hire requirements in EBCE Data Management and Call Center Services Request for Proposal (RFP). Staff recommends that the RFP incorporate a preference for respondents who meet the County SLEB requirements with a 5 to 10% bonus at the Board's direction

Member Thomas motion to allow:

10% (10) bonus points for Small Local and Emerging (SLEB) bidders and contractors that subcontract 20% to a SLEB certified vendor; and

Waiver of the SLEB requirement at the discretion of the EBCE Board of Directors
Member Mendall seconded the motion which carried 8/1; No: Member Bonnaccorsi;
Excused: Members Ellis; Haggerty and Spedowfski

6. Policy Decision Requirements for Energy Needs Evaluation (Bruce Jensen, Gary Saleba)

EES Consulting is developing an energy needs evaluation and implementation plan for EBCE, which will provide a basis for calculations of energy needs, energy costs and contract negotiations for procurement of energy for program launch and California Public Utility Commission certification of the EBCE program. I EES Consulting sought policy direction from the Board basic program components, operational modeling, power product offerings, risk management strategy, and operational structure. Staff and EES Consulting will work together to provide policy options for the Board to consider.

7. Marketing, Communications and Outreach Preview (Bruce Jensen, Rochelle Germano)

Circlepoint is developing a strategic marketing, communications, and outreach plan (plan) for EBCE. The plan will serve as an implementation guide for the marketing and outreach program that provides information to area residents and businesses about the operations and services provided by EBCE. The plan will also detail the goals and objectives of the program, key issues and challenges, evolution of the EBCE brand, key target audiences, messaging, marketing tactics, communications channels, timeline, and measurements of success. Staff recommended that the plan be assessed and refined throughout the course of the program launch.

8. Regulatory & Legislative Update

Approve the following recommendations:

- A. Receive regulatory and legislative update and provide feedback/direction;
- B. Consider removing opposition to SB 618 (Bradford) and moving into neutral position, per revisions to the legislation and consistent with the current position of Cal-CCA;
- C. Direct staff to return to the Board with a proposed process for regulatory and legislative action, Board participation; and
- D. Authorize the CEO to take regulatory/legislative action on behalf of EBCE

Member Mendall motioned to remove opposition to SB618 and move to a neutral position. Member Rood seconded the motion which carried 9/0; Excused: Members: Ellis, Haggerty and Spedowski

9. Board Member and Staff Announcements

AHL is working on the Local Business Development Plan and will host a workshop for the Board of Directors and stakeholder groups. Members interested in participating should contact Bruce Jensen.

10. Adjournment – to Wednesday, 6/7/17



Staff Report Item 4

TO: East Bay Community Energy Board of Directors

FROM: Bruce Jensen, Alameda County Community Development Agency (CDA)

SUBJECT: Informational Item – County Staff Updates

DATE: June 7, 2017

Staff Recommendation

Accept Staff reports on update items below.

Data Management/Call Center RFP

As directed by your Board at its April meeting, Staff prepared a Request for Proposals (RFP) for Data Management and Call Center Services. In addition, your Board provided further direction regarding the use of Alameda County's Small Local and Emerging Business (SLEB) requirements in the EBCE procurement process. On Thursday, June 1st, the RFP was released to potential vendors and is now posted on the EBCE website. The last day to submit bids is June 22, 2017. Staff anticipants bringing a contract for Data Management and Call Center Services to your Board in August.

Contra Costa County Outreach – San Ramon

At your last meeting, the Board direction given to staff in regards to attracting Contra Costa County (CCC) jurisdictions into EBCE was to minimize actively using staff for that purpose, and to provide board members information regarding future meetings in CCC. The City of San Ramon has indicated it would like to hear a presentation from EBCE before their jurisdiction makes a decision on their community energy program. Currently, most CCC jurisdictions have opted to sign up with MCE, an existing CCA program, but San Ramon has expressed clear interest in the EBCE option.

Staff is available to attend the meeting in San Ramon (June 13th) for the purpose of providing information about our CCA program, and will coordinate with interested board members on preparing the presentation. Staff will report back at the next available EBCE meeting the result of our efforts in San Ramon.

Local Development Business Plan

The purpose of the Local Development Business Plan (LDBP) is to accelerate the deployment of local clean energy resources throughout the EBCE service area. Work on the LDBP is well underway; the contract with ALH was executed in March of this year with preliminary work products and a draft plan expected mid-summer and a final due in the fall. The LDBP effort consists of several distinct tasks, many of which require robust community outreach and input from a wide range of stakeholders.

During the week of June 12-16 our consultant team and staff will convene a series of stakeholder meetings and focus groups at the Alameda County Training and Education Center in Downtown Oakland to hear from individuals, local agencies, organizations and land owners on a variety of topics relating to the development of a feasible LDBP, including: Distributed Energy Resources (both grid-side and customer-side), local development models and best practices, labor and workforce development issues, strategies for financing and ownership, and local implementation issues.

An opportunity also exists for all EBCE Board Members to be involved in the LDBP development process, with special meeting times reserved for each member of the EBCE Board to meet (individually) with members of the consultant team at a convenient time during the LDBP stakeholder events the week of June 12th. EBCE Board Members should have received email invitations with complete details and registration information the week of May 22nd. Please note that the deadline to register has been extended to June 9th, so there is still time for EBCE Board members to reserve their meeting time.

Beginning in July, the LDBP consultant team will be providing periodic updates to the EBCE Board to ensure that it is aware of the preliminary findings and the work to date. Also, the LDBP consultant team is coordinating with the other EBCE consultant teams so that there is consistency between the various aspects of the program, and individual work products can inform and support the larger process and outcomes.



Staff Report Item 5

TO: East Bay Community Energy Board of Directors

FROM: Sandi Rivera, Alameda County Community Development Agency

SUBJECT: Approval of LEAN Energy US Contract for Agency Formation and CCA Implementation Services

DATE: June 7, 2017

Recommendation

Provide direction on two options for continuing contract support from LEAN Energy US to assist County staff and provide needed expertise for EBCE implementation. For the purposes of maintaining program momentum, consistency, and County staff support, staff recommends option A discussed below and adopting Resolution EBCE 17-6 authorizing the Chair to execute a professional services agreement with LEAN Energy US.

Background

In July 2014, Alameda County solicited bids for administrative consulting services for a Community Choice Aggregation (CCA) Program. Bids were reviewed by staff and three prospective consultants were interviewed by a panel of four interviewers comprised of County staff and staff members of Stopwaste.org, the City of Hayward and the City of Oakland. The highest scorer, Sequoia Foundation was selected.

The County awarded its first CCA contract to the Sequoia Foundation for CCA administrative and planning services to explore the feasibility of CCA for Alameda County. Sequoia's contract included LEAN Energy US and Carbonomics Inc. as subconsultants. In March 2016, Sequoia's contract was extended to include a broader set of services including support for the EBCE steering committee, development of the JPA Agreement and implementation workplan, local government outreach, and staff and Board support. This contract will expire at the end of June 2017 and Tom Kelly, lead consultant for Sequoia, has decided to retire. As a result, there is a need to shift to a new EBCE contract with LEAN Energy US with Carbonomics serving as its subconsultant. The contract with LEAN Energy US will be a continuation of the services provided in the Sequoia Foundation contract to cover CCA Phase 3 ; these services are outlined in the attached contract and scope of work. These activities include supporting staff in overall program implementation, solicitation and negotiation of credit and banking services, all aspects

of EBCE governance, developing requirements for PG&E coordination,, scheduling study sessions and distributing key documents to support decision-making; ramping up a marketing/public education campaign, and providing guidance in negotiating energy supply contracts. The proposed LEAN Energy US contract period is July 1, 2017 through May 1, 2018, or eleven months, with a cost not to exceed \$110,000.

Analysis & Discussion

County staff has been pleased with the performance of the Sequoia team which has included LEAN Energy US and Carbonomics. Staff would recommend continuing to work with this team, as it has been instrumental in assisting County staff to bring the initial phases of the CCA program to completion. The Board has two options for its consideration to contract with LEAN Energy US for implementation consulting services. Both options are legally permissible at the Board's discretion.

Option A: Receive updated scope of work and budget from LEAN Energy US with Carbonomics as its subconsultant. Approve new contract starting July 1 for continuation of CCA implementation services formerly provided through the Sequoia Foundation.

Option B: Issue a new RFP for CCA project management/implementation services and negotiate a new contract.

Staff is recommending Option A for four reasons: 1) the experience, performance and support provided by LEAN Energy US and Carbonomics as team members of the Sequoia Foundation has been essential to staff and the program; 2) the hourly rates established in March 2016 will not increase; 3) it lessens administrative burden, time and cost; and 4) there is continuity in the team and the project can continue to move forward without service/staff interruption.

Option B may be of interest if the Board is interested in working with other consultants and/or receiving proposals from other firms. It should be noted however, that this option may result in higher costs and there will be a gap in service and/or program delay for another procurement process.

Fiscal Impact

The contract budget is not to exceed amount of \$110,000 and will be billed on a time and materials basis.

Attachment:

LEAN Energy US Contract with Phase 3 Scope and Budget

**AGREEMENT BETWEEN THE EAST BAY COMMUNITY ENERGY AUTHORITY
AND LOCAL ENERGY AGGREGATION NETWORK FOR
AGENCY FORMATION AND CCA IMPLEMENTATION SERVICES**

THIS AGREEMENT, is entered into this 7th day of June, 2017, by and between the EAST BAY COMMUNITY ENERGY AUTHORITY, an independent joint powers authority (“Authority”), and LOCAL ENERGY AGGREGATION NETWORK dba LEAN Energy US, a 501(c)(3) non-profit organization whose address is P.O. Box 961, Mill Valley, CA 94941 (hereinafter referred to as “Consultant”) (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for agency formation and community choice aggregation (“CCA”) services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on July 1, 2017, and shall terminate on May 31, 2018, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit “A” pursuant to the schedule of performance set forth in Exhibit “B,” both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total

amount not to exceed one hundred ten thousand dollars (\$110,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of similar specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated December 1, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An

additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall

be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Shawn Marshall shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
East Bay Community Energy
Alameda County Community Development Agency
224 W. Winton Ave., Suite 111
Hayward, CA 94544

TO CONSULTANT:
Shawn Marshall
LEAN Energy US
P.O. Box 961
Mill Valley, CA 94941

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to Consultant's failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Alameda, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

CONSULTANT
LEAN Energy US



By: Shawn Marshall
Title: Executive Director
Date: May 31, 2017

EAST BAY COMMUNITY ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Scott Haggerty, EBCE Chair

Date _____

APPROVED AS TO FORM:

Inder Khalsa, Interim General Counsel

ATTEST:

Stephanie Cabrera, EBCE Secretary

Exhibit A
Scope of Services

Consultant will provide CCA program and agency development services for the County of Alameda on behalf of the Authority. These services will build upon previous and current contract support provided through the Sequoia Foundation in the following core areas: CCA program development and design; Agency organizational development including administrative, governance and financing support for the newly formed JPA; CCA-related regulatory tracking/monthly reporting; and, any other support requested by Alameda County staff, the Authority Board and/or its Chief Executive Officer (“CEO”), and agreed to by Consultant.

Services shall include, but are not limited to:

1. Support and advise on overall program implementation and start-up activities, including but not limited to: weekly team calls and project meetings, collaborative work with other implementation vendors, CCA program design, research and advisory support for County staff and Authority Board, development and maintenance of the project workplan/strategy and timeline, and any administrative/organizational development activities as needed to keep all Authority implementation elements on track and on time.
2. Support the County of Alameda and the Authority in its solicitation and negotiation of credit and banking services for the Authority including associated credit guarantee and any necessary interagency agreements among Agency members. Assist in establishing banking services and deposit accounts for the Authority.
3. Support all aspects of Authority governance and Board meetings. This will include agenda planning, staff report and materials preparation, meeting attendance and presentations as requested.
4. Assist in the development of and provide staff support for Authority committees including but not limited to its Community Advisory Committee.
5. Assist in researching and establishing initial Agency policies for Board consideration related to Authority operations, customer interface, billing and fees, risk management and other non-employment related policy matters.
6. Assist with development of Agency staffing plan, organization chart and hiring schedule to respond to Authority’s core functional areas. Assist as requested with human resource activities including development of job descriptions, distribution of job postings and candidate interviews.
7. Augment the efforts of the communications and outreach team which could include some or all of the following: delivering Authority presentations and participating in meetings with key accounts and stakeholder groups, providing feedback on public advertising/campaign plans, supporting customer notification process and call center preparations (e.g call script development).

8. Work with the Authority's executive team on requirements for the PG&E partnership including but not limited to: Authority and utility planning meetings, preparation and review of the utility service agreement, interface between the utility and the California Public Utilities Commission ("CPUC") regarding bond posting et al to ensure a smooth customer enrollment process and utility partnership.
9. Assist with Authority implementation plan and energy program recommendations including energy product selection(s) and product names, customer phasing strategy, and complementary programs in the areas of energy efficiency, net energy metering, feed-in tariffs, distributed energy resources, et al.
10. Track CCA-related regulatory activity and provide a monthly regulatory memo and verbal report to the Board of Directors as requested. Work with the CEO and Board on ways to engage at the CPUC and California State Legislature.
11. Provide any other CCA advisory or organizational support as needed to ensure a smooth transition to a fully independent Agency and successful program launch.
12. Please note that this scope includes working in collaboration with all Authority vendors but does not include participation in new vendor RFP processes including data management/call center services.

Exhibit B
Schedule of Performance

The services described in Exhibit “A” will be provided throughout the eleven (11) month contract term, from July 1, 2017 to May 31, 2018.

Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

As in earlier agreements through the Sequoia Foundation, this contract shall be conducted on a time and materials basis. The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of one hundred ten thousand dollars (\$110,000.00) within the 11-month project timeframe, as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

All fees will be billed in 15-minute increments and include a 5% fee for indirect project costs such as insurance, rent, office supplies and communications. Hourly rates for key project positions are included below. These rates do not include legal fees as may be required for regulatory tracking and participation, specific proceedings and/or energy contract support.

Rates

Contract Lead, Primary Contact @ \$155/hour

Project Manager @ \$150/hour

Administrative Support @ \$50/hour

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses: Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. However, the rates listed above do not include project-related expenses such as travel or materials production. All out of pocket reimbursable expenses in excess of \$50 must be authorized in advance by the Authority and receipts must be furnished with monthly invoices. Travel expenses shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit “A” only by advance written authorization from Authority’s CEO prior to commencement of any additional services. Consultant shall submit, at the CEO’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.

- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

Attachment A

RESOLUTION EBCE R-2017- 6

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE EAST BAY COMMUNITY
ENERGY AUTHORITY AND LEAN ENERGY US FOR
AGENCY FORMATION AND CCA IMPLEMENTATION
SERVICES**

**THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY
AUTHORITY DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

Section 1. In July 2014, Alameda County solicited bids for administrative consulting services for a Community Choice Aggregation (CCA) Program. Bids were reviewed by staff and three prospective consultants were interviewed by a panel of four interviewers comprised of County staff and staff members of Stopwaste.org, the City of Hayward and the City of Oakland. The highest scorer, Sequoia Foundation was selected.

Section 2. Sequoia Foundation included LEAN Energy US and Carbonomics, Inc. as subconsultants. In March 2016, Sequoia's contract was extended to include other services including support for the EBCE steering committee, development of the JPA Agreement and implementation workplan, local government outreach, and staff and Board support.

Section 3. Sequoia's contract with the County expires June 2017, and the EBCE wishes to continue the services described above with LEAN Energy US with Carbonomics serving as its subconsultant.

Section 4. LEAN Energy US is proposing a contract with an eleven month term, with a total contract amount not to exceed \$110,000, which shall be billed to the EBCE on a time and materials basis.

Section 5. The Chair of the Board is directed to execute the Professional Services Agreement, substantially in the form attached to the Agenda Report that accompanied this Resolution, on behalf of the EBCE, and is authorized to take all other actions necessary to implement the Agreement.

ADOPTED AND APPROVED this 7th day of June, 2017.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Secretary



Staff Report Item 6

TO: East Bay Community Energy Board of Directors

FROM: Sandi Rivera, Alameda County Community Development Agency

SUBJECT: Recommendation on Koff & Associates Contract for Human Resource Services

DATE: June 7, 2017

Recommendation

Adopt Resolution EBCE 17-7 authorizing the Chair to execute a professional services agreement with Koff & Associates (Berkeley) for the period of 6/8/17 – 12/8/17 to provide recruitment and human resources services to the EBCE with a total contract amount not to exceed \$50,000.

Background

The EBCE Authority became effective December 1, 2016 and its staff is currently composed of a combination of Alameda County staff and consultant support under the direction of your Board. In March 2017, your Board directed staff to begin the process to recruit the EBCE Chief Executive Officer (CEO) and retain a contractor to provide human resource services and recruit future EBCE staff.

Staff solicited qualifications and proposals for human resource consulting services from 12 firms to provide immediate support to the Board of Directors during contract negotiations for the CEO position, recruitment of EBCE staff, development of initial employee compensation and benefits, management of human resources operations until permanent EBCE staff are hired. Staff received proposals from the qualified firms of Koff & Associates (K&A), a Small Local and Emerging (SLEB) firm, and Bryce Consulting (Sacramento).

Analysis & Discussion

Staff recommends the selection of K&A because it is a small local business (SLEB certified) that has been providing human resource services, recruiting services, compensation and classification studies to counties, cities, courts and other public agencies for over thirty years. More

importantly, their references have indicated that K&A are successful in conducting staff and executive level recruiting and providing human resource services for public agencies.

K&A has a long list of clients in the San Francisco Bay Area and California. In addition, their team consist of twenty four members so they have the capacity to provide focused support to clients as necessary.

K&A is prepared to begin working immediately on the EBCE human resource priorities. The proposed K&A contract period is June 8, 2017 through December 8, 2017, or six months, with a cost not to exceed \$50,000 with an option to renew.

Fiscal Impact

The contract budget is not to exceed amount of \$50,000 and will be billed on a time and materials basis.

Attachment:

Koff & Associates Contract with Scope of Work and Budget

Attachment A

RESOLUTION EBCE R-2017- 7

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE EAST BAY COMMUNITY
ENERGY AUTHORITY AND KOFF & ASSOCIATES FOR
RECRUITMENT AND HUMAN RESOURCES SERVICES**

**THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY
AUTHORITY DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

Section 1. The EBCE is currently conducting a CEO recruitment and desires assistance with that recruitment and negotiation of a contract with the CEO as well as recruitment of additional staff, development of a policy and procedure handbook for employees, and ongoing HR services.

Section 2. EBCE staff solicited qualifications and proposals from 12 firms to provide immediate support to the EBCE and received responses from two qualified firms, including Koff & Associates (K&A), a Small Local and Emerging (SLEB) firm located in Berkeley, CA.

Section 3. Koff & Associates is proposing a contract with a six month term, with a total contract amount not to exceed \$50,000, which shall be billed to the EBCE on a time and materials basis.

Section 4. The Chair of the Board is directed to execute the Professional Services Agreement, substantially in the form attached to the Agenda Report that accompanied this Resolution, on behalf of the EBCE, and is authorized to take all other actions necessary to implement the Agreement.

ADOPTED AND APPROVED this 7th day of June, 2017.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Secretary

**AGREEMENT BETWEEN KOFF & ASSOCIATES FOR RECRUITMENT AND
HUMAN RESOURCES SERVICES**

THIS AGREEMENT is entered into this 7th day of June, 2017, by and between the EAST BAY COMMUNITY ENERGY AUTHORITY, an independent joint powers authority (“Authority”), and KANEKO AND KRAMMER CORPORATION dba KOFF & ASSOCIATES, a California Corporation, whose address is 2835 Seventh Street, Berkeley, California (“Consultant”) (collectively referred to as the “Parties”).

RECITALS:

A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for recruitment and HR services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on June 8, 2017, and shall terminate on December 8, 2017, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit “A” pursuant to the schedule of performance set forth in Exhibit “B,” both of which are attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed fifty thousand dollars (\$50,000.00) based on the rates and terms set forth in Exhibit

“C,” which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of similar specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated December 1, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors, except for claims that arise out of the sole and active negligence or willful misconduct of the Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of services by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which

such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

11. CONFLICT OF INTEREST

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity to Authority, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original services for which Consultant was hired; (2) Completion of the original services by others; (3) Subsequent additions to the original services; and/or (4) Other Authority services as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be

maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

If supplemental examination or audit of the records is necessary due to concerns raised by Authority's preliminary examination or audit of records, and the Authority's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse Authority for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Georg S. Krammer shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
East Bay Community Energy
Alameda County Community Development Agency
224 W. Winton Ave., Suite 111
Hayward, CA 94544

TO CONSULTANT:

Georg S. Krammer
Chief Executive Officer
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. If the termination is for cause, Authority may deduct from such payment the amount of actual damage, if any, sustained by Authority due to Consultant's failure to perform its material obligations under this Agreement. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Alameda, State of California.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever

between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date

set forth above.

CONSULTANT
Koff & Associates

By _____
Georg S. Krammer, CEO
Date _____

EAST BAY COMMUNITY ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Scott Haggerty, EBCE Chair

Date _____

APPROVED AS TO FORM:

Inder Khalsa, Interim General Counsel

ATTEST:

Stephanie Cabrera, EBCE Secretary

Exhibit A
Scope of Services

Consultant will provide recruitment and human resources services for the Authority as more specifically provided in the attached “Methodology/Deliverables/Cost” prepared by Consultant.



METHODOLOGY/DELIVERABLES/COST

CEO Recruitments:

1. Ideal Candidate Profile Reviewed and Understood through Meeting with Key Decision Makers

The identification of the desired profile of the ideal job candidate for the Chief Executive Officer (CEO) position is crucial for a successful search process. We will meet with the key stakeholders to review the Authority's previously-defined needs and resulting position requirements for the open position. K&A will develop an understanding of the specific needs of the Authority and the key competencies and characteristics of the "ideal candidate." We will also obtain an understanding of the Authority's and its constituents' goals and priorities.

2. Recruitment and Advertisement Strategy that has been Fully Researched, Developed and Implemented

Following the development of the candidate profile, it is our hope that the Authority can provide the source document for the existing recruitment brochure so that it can be updated. We will then present it to the Authority for review prior to printing.

We will use our own resources and coordinate with the Authority to identify relevant national, state, and local government and industry sources where prospective candidates are likely to be found.

Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The approach we recommend taking is to place priority on job-related professional publications online job postings versus printed line ads.

Finally, we will post ads on appropriate social media outlets, such as LinkedIn, one of the premier recruiting tools in the current labor market.

3. Prospect Identification

Additional search strategies will be developed in conjunction with the approaches above and the initial organizational assessment. With management recruitments, we believe that it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused search and sourcing approach.

Having worked in the public sector for 33 years, we have established excellent relationships with many agencies and their management teams. Utilizing this effective network, we discreetly solicit recommendations and contact individuals meeting our criteria who may not be actively seeking other employment. Time and again, this has proved to be a valuable candidate source that is used concurrently



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with more traditional recruitment strategies as described above. We will develop a list of targeted candidates based on our contacts, referrals, and recommendations from key sources who have extensive contacts and networks in the industry. The individuals on the contact list will be directly contacted and encouraged to apply for the position.

K&A will work with the key stakeholders to make the final decision regarding the recruitment strategies to employ. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, and statewide resources, as well as the LinkedIn professional website, as appropriate.

K&A has built the reputation for being an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a majority woman-owned and State registered small business, our firm has a vast pool of resources at our fingertips when designing a successful advertising campaign that targets women and minorities.

Over the years, we have developed effective social media strategies to get the word out about the recruitments we manage by posting on Facebook and Twitter, and targeting professional groups and individuals on LinkedIn.

Finally, we will also place internet postings on public and private sector employment bulletin boards, our own company website, and provide an announcement that may be used on the Authority website.

4. Contact of Potential Candidates

To further detail this task, as described above, the effort will include a variety of activities designed to attract the best available candidates. K&A will:

- ❖ Contact professionals to identify outstanding potential candidates for the open position;
- ❖ Provide each potential candidate with access to the recruitment brochure; and
- ❖ Contact potential candidates by telephone or email to explain the career opportunity, answer questions, and encourage them to submit a résumé and application.

5. Review of Applications and Assessment of Candidates

Typically, we require applicants to submit a fully completed application form, a résumé and cover letter, a supplemental questionnaire if the Authority desires, and any other information that applicants would like to add. We can provide our standard application form unless the Authority prefers to use its own application form.

After application materials are received, we prepare a thorough assessment of the merits of each candidate and their appropriateness for hire, including their professional and educational credentials. Initially, candidates and application materials are carefully evaluated based on an objective and clearly defined factor ranking analysis that incorporates the concerns and issues previously discussed, as well as the specific requirements of the job description.

All elements from the initially developed position profile will be incorporated in the evaluation, including required experience, education, licenses/certifications, knowledge, skills, and abilities; ideal candidate competencies, experiences, and characteristic profiles; and experiential and professional attributes



required of and priorities for the new incumbent. Candidates are also ranked against each other and a numerical score that clearly distinguishes the most qualified candidates recommended for further consideration.

6. Evaluation of Prospects through Initial Screening and Preliminary Interviews

Top candidates for the open position will be further screened by means of a telephone interview to refine the assessment of their experience and qualifications and to clarify any issues raised by the submitted documents; reasons for position interest will be identified; the level of commitment to the position and the organization will be determined; and other issues, including salary requirements will be discussed.

This screening process is specifically designed to assess the personal and professional attributes the Authority has identified and will focus on each candidate's management ability, technical competency, fit with the agency's values, culture, needs, the candidates' behavioral styles and situational experience, and other relevant characteristics.

7. Slate of Recommended Candidates

K&A will submit for review by the key stakeholders, clear written recommendations and analysis of the most qualified applicants as finalists. Our recommendations will include all relevant data submitted by the applicants, such as application forms, cover letters, résumés, and any additional relevant information the applicants have submitted. In addition, we provide our detailed assessment from each of the various steps of the assessment process, as outlined above.

8. Coordination of, and Participation in, Applicant Interviews

We will complete all of the necessary communications with management and candidates so that all parties are well-prepared for the interviews.

Our firm will provide oversight during the interview process and facilitate a focused discussion among interview panel members at the conclusion of the interviews to identify the most qualified candidates for final consideration. Our facilitation skills usually prove useful in the assessment of candidates at the end of the interview process.

9. Background and Professional Reference Checks

K&A will conduct extensive reference and background checks for the final candidate(s). We start with employment and professional references, calling each and having an in-depth discussion covering strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. If requested, we will also perform a public records search, Internet, media and newspaper searches. We work with a background checking firm that can confirm educational degrees and check driving records, criminal records and a financial history/credit check. We, as well as our background contract firm, meet or exceed all of California's extensive reporting requirements.



10. Final Interviews: Coordination of Final Interview Process

Our experience is that often the interview panel will narrow the field of candidates to two or three finalists who are asked back for a more informal second and final interview. This may include meeting other agency staff, touring facilities and/or offices, and spending more quality time with Board members, HR Manager, and other stakeholders.

11. Negotiation of Terms and Conditions of Employment

Our firm is available to assist in the negotiations of the final terms and conditions of the employment contract including the compensation package and other “perks” (perquisites).

12. Maintenance of All Required Legal Documentation

We are responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process.

13. Completion of all Correspondence

We believe that each candidate, regardless of their qualifications and success in the selection process, deserves the courtesy and respect of being informed throughout the process. Applicants receive ongoing communications via our office, which not only keeps all the candidates abreast of the process and their continued candidacy, but also enhances the agency’s reputation and image of being considerate, thoughtful, and professional.

14. Maintenance of Regular and Ongoing Communications

Our #1 priority is meeting the Authority’s needs. Regular, ongoing dialogue with the key decision makers is integral and critical to successfully managing a recruitment campaign. We will provide progress reports to the Authority at critical points in the recruitment process or as issues arise.

Reports shall describe our progress in meeting the goals of the scope of services and issues. We will be responsible for scheduling, coordinating, and preparing all of the necessary materials for the key stakeholders, and other meetings throughout the duration of the process.

15. Post-Employment Support

In addition to the steps of the process leading to an offer of employment to the top candidate, we are committed to ensuring that the new incumbent’s transition into the new position will be smooth and successful.

Total not to exceed for CEO recruitment: \$14,000 (plus advertising expenses).

Recruitments Other than the CEO:

1. Ideal Candidate Profile Developed by Meeting with Key Decision Makers
2. Position Specification and Action Plan



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3. Recruitment and Advertisement Strategy that has been Fully Researched, Developed and Implemented
4. Prospect Identification
5. Contact of Potential Candidates
6. Review of Applications and Assessment of Candidates
7. Presentation of Prospects
8. Evaluation of Prospects through Initial Screening and Preliminary Interviews
9. Slate of Recommended Candidates
10. Coordination of, and Participation in, Applicant Interviews
11. Background and Professional Reference Checks
12. Final Interviews: Coordination of Final Interview Process
13. Negotiation of Terms and Conditions of Employment
14. Maintenance of All Required Legal Documentation
15. Completion of all Correspondence
16. Maintenance of Regular and Ongoing Communications
17. Post-Employment Support

For the initial six (6) months, the following is assumed:

- Up to two (2) administrative support or technical positions: \$3,000 each plus advertising cost
- Up to two (2) professional positions: \$5,000 each plus advertising cost
- One (1) manager position: \$10,000 plus advertising cost

Total not to exceed for ongoing recruitments in the first six months: \$26,000 (plus advertising expenses).

Policy and Procedure Handbook Development:

We will undergo the following process:

1. Review and identify policy needs,
2. First draft of new Handbook,
3. Authority Review of First Draft/Meeting (with management to obtain their input),
4. Second Draft Document,
5. Meeting (with management for final input),
6. Final Draft Document, and
7. Legal Review (while we are experts in legal compliance from an HR practitioner's standpoint, we recommend the final draft be reviewed by legal counsel to ensure legal compliance).

The cost for this effort is estimated at \$5,200 (40 hours times Ms. Davis' hourly rate of \$130) which includes expenses for travel to meetings (we recommend at least three working sessions at the Authority), printing, copying, and binding of materials, phone, etc. Of course, we only charge the Authority for actual hours worked.



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H.R. Services:

Ongoing HR support as needed. The hourly rates below are our rates for HR Services and are billed on an hourly basis:

- | | |
|---------------------------------|------------|
| ➤ President/CEO: | \$165/hour |
| ➤ Senior Project Manager: | \$130/hour |
| ➤ Project Manager: | \$130/hour |
| ➤ Senior Consultant/Consultant: | \$125/hour |
| ➤ Technical/Admin. Support: | \$65/hour |

HR services, other than those outlined above, will be provided on an hourly basis, in addition to cost items above, not to exceed the maximum contract amount as stated below.

Total cost for services in the first six (6) months: \$50,000.

Exhibit B
Schedule of Performance

The services described in Exhibit “A” will be provided throughout the six (6) month contract term, from June 8, 2017 to December 8, 2017.

Exhibit C
Compensation

Authority shall compensate Consultant for professional services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set in the “Methodologies/Deliverables/Cost” document prepared by Consultant and attached as Exhibit A to this Agreement. The total contract compensation shall not exceed fifty thousand dollars (\$50,000).

Rates

President/CEO:	\$165/hour
Senior Project Manager:	\$130/hour
Project Manager:	\$130/hour
Senior Consultant/Consultant:	\$125/hour
Technical/Admin. Support:	\$65/hour

Invoices

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed).

Reimbursable Expenses: Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. However, the rates listed above do not include project-related expenses such as travel or materials production. All out of pocket reimbursable expenses in excess of \$50 must be authorized in advance by the Authority and receipts must be furnished with monthly invoices. Travel expenses shall only be reimbursed to the extent consistent with Authority’s travel policy.

Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit “A” only by advance written authorization from Authority’s CEO prior to commencement of any additional services. Consultant shall submit, at the CEO’s request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

Exhibit D
Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.

- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.

- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

- (4) **Professional Liability:**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.



Staff Report Item 7

TO: East Bay Community Energy Board of Directors

FROM: Bruce Jensen, Alameda County Community Development Agency

SUBJECT: Community Advisory Committee (CAC) – Membership Selection and Approval

DATE: June 7, 2017

Recommendations

Accept the recommendations of the Ad Hoc CAC Selection Committee and approve the seating of the nine (9) individuals (drawn from the field of 37 applicants) as the EBCE Community Advisory Committee. Direct Staff to coordinate the first meeting of the CAC at the earliest convenience. Direct the CAC membership, at its first meeting, to choose which three (3) of the nine (9) members shall serve initial 2-year terms as required by the EBCE Joint Powers Agreement, Section 4.9.

Discussion

At the direction of your board, on March 8, 2017, the application period was closed for receipt of applications for positions on the CAC. Thirty-seven (37) individual applications were received, many with multiple supporting documents such as resumes, letters of recommendation and writing samples. These have been compiled by staff and by the time of this meeting, have been sent to the members of the ad hoc CAC Selection Committee (Chair Haggerty, Vice Chair Kalb, and Directors Arreguin, Bacon, and Ellis) appointed by your Board at the January meeting.

Staff reminds the CAC Selection Committee of the general requirements for choosing the CAC representatives and their terms of office:

Community Advisory Committee...The Board...shall appoint members of the Community Advisory Committee from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-year terms (the first term of three of the members shall be two years, and four years thereafter), which may be renewed (JPA Agreement, Section 4.9)

The Selection Committee members reviewed the complete set of application forms, and have selected a slate of nine (9) applicants to recommend to your Board for approval. The applicants were selected for their experience, skill sets, areas of interest, and diversity. These applicants are, in alphabetical order:

- Rev. Ken Chambers, West Side Missionary Baptist Church, Oakland
- Anne Olivia Eldred, California Nurses Assoc./ National Nurses United, Oakland
- Nick Gigliotti, IBEW 595 - JATC Alameda County, Pleasanton
- Cynthia Landry, SEIU Local 1021, Oakland
- Megan O'Neil, Local Clean Energy Alliance, Oakland
- Monica Padilla, Environmental/Energy Advocate and Ratepayer, Fremont
- Kenneth Platt, Borrego Solar, San Lorenzo
- Subin Varghese, Sustainable Economics Law Center, Fremont resident
- Chuck Rames, Environmental Advocate and Clean Energy Business, Castro Valley

The individuals above have agreed to the terms of the applications and are recommended to your Board by the CAC Selection Committee.

The normal term of service for these positions is four (4) years; however, the JPA Agreement requires staggered terms for three (3) of the members; therefore, of these applicants, three are required to serve a half term of two (2) years initially. (There is no rule preventing any members from serving multiple terms on the CAC.) Staff recommends, as suggested by subcommittee members, that the CAC membership through the random drawing or similar method determine which of its three seats shall serve an initial half-term of two years.

Attachment 7: Application forms for the nine (9) recommended applicants.



Staff Report Item 8

TO: East Bay Community Energy Board of Directors

FROM: Bruce Jensen, Alameda County Community Development Agency
Gary Saleba, President, EES Consulting, Inc.
Ryan Ramos, President, RS2 Energy

SUBJECT: Implementation Plan Policy Discussion Session #1 – Governance & Administrative Matters

DATE: June 7, 2017

Recommendation(s)

1. View and accept the Staff Memorandum and Slide Presentation from EES / RS2 Energy.
2. Take public comments on the presentation and policy from the public.
3. Policy decisions as follows:
 - a. Organizational Structure: launch EBCE with lean staffing and support from consultants where needed.
 - b. Rate Design: Rate structures for EBCE should match those of PG&E.
 - c. Program Offerings: Launch EBCE with minimal program offerings.
 - d. Finance: Emphasize build-up of cash-reserves and pay off debt in early years.
4. Long-Term: Transition to more investment in these areas as program matures and builds reserves

Background

All Community Choice Aggregation (CCA) programs in California are statutorily required to file an Implementation Plan (IP) for certification by the California Public Utilities Commission (CPUC). The IP describes key operational features of the proposed CCA organization, but does not represent a full business plan or power resource plan. This presentation reviews the first round of decisions this Board will need to make prior to completing the IP. At the June 21st board meeting, more decisions will be needed regarding the EBCE load forecast, phase-in schedule, power portfolio options, and power supply product offerings.

Analysis and Discussion

This presentation addresses key policy decisions for Board consideration needed to complete the Implementation Plan.

Overview

In this policy recommendation brief, Staff and RS2/EES makes four recommendations on policy decisions needed to complete the implementation plan:

1. Finance: emphasize build-up of cash-reserves and pay off debt in early years.

Staff and RS2/EES recommends EBCE remain financially conservative during its first year of operation and focus on building up a cash reserve. Cash reserves have proven critical to other CCAs in the past for weathering abrupt changes in regulated fees from the incumbent IOU as well as changes in energy prices. Once cash reserves have been accumulated and debts are paid off, EES/RS2 recommends beginning to invest in each of these programmatic area.

2. Organizational Structure: launch EBCE with lean staffing and support from consultants where needed.

CCA's operate on a continuum from lean internal staff supported by consultants to having a full internal staff serving functions including in-house power procurement, regulatory and government affairs counsel, and marketing and public affairs. Staff and EES/RS2 recommends launching EBCE with lean staffing and support from consultants where needed. EBCE can then add new staff departments and internal resources as its financial security improves.

3. Rate Design: rate structures for EBCE should match those of PG&E

CCAs have the freedom to design their own electric rate structures. To date, all operating CCAs offer rates that exactly match the rate structure of their incumbent investor-owned utility (IOU) with some discount. This ensures easy comparison between rates. The alternative option would be to design a cost-based rates system that follows the cost causation for EBCE to supply power. This can theoretically stabilize revenues and allow users to pay for a more accurate slice of their costs. However, providing a unique rate system would require extensive in-house staff or additional external consulting support. Moreover, it will be harder for EBCE to ensure all customers will be uniformly better off with them than with PG&E. For these reasons, Staff and RS2/EES strongly recommends that EBCE follow PG&E rate structures during their first years of operation.

4. Program Offerings: launch EBCE with minimal program offerings.

CCAs have the freedom to offer many types of utility programs to their customers either to advance environmental goals, emphasize economic development, or support vulnerable populations. Some of the most common program types include energy efficiency programs, net energy metering, feed-in tariffs, demand response, electric vehicle incentives, distributed energy resource incentives, and energy storage pilots. In the short-term, Staff and RS2/EES recommends offering only a net-energy metering program to match the offerings of PG&E and other CCAs, while avoiding overextending the organization in its early years. Once cash reserves have been built and debt paid off, EBCE should consult with its staff and launch new programs.

Timing:

Once the EBCE Board makes decisions on these items and a subsequent round of power supply-related decisions on June 21st, EES will prepare a draft Implementation Plan for Board review. This Plan is scheduled to be filed with the CPUC in early July 2017.

Fiscal Impact

The cost to develop an Implementation Plan for EBCE is estimated at \$14,800, which is already included in the EBCE budget.