



Board of Directors Meeting

Wednesday, May 19, 2021

5:00 pm

<https://us02web.zoom.us/j/87023071843>

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Webinar ID: [870 2307 1843](#)

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 the Clerk of the Board at least 2 working days before the meeting at (510) 906-0491 or cob@ebce.org.

If you have anything that you wish to be distributed to the Board, please email it to the clerk by 5:00 pm the day prior to the meeting.

1. Welcome & Roll Call

2. Pledge of Allegiance

3. 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 three minutes per speaker and must complete an electronic [speaker slip](#). The Board Chair may increase or decrease the time allotted to each speaker.

CONSENT AGENDA

4. Approval of Minutes from April 21, 2021

5. Contracts entered into (Informational Item)

6. 2021 Community Advisory Committee (CAC) Appointments

Adopt a Resolution approving the appointments of new Community Advisory Committee ("CAC") Members.

7. Contract Amendment for Printer

Adopt a Resolution authorizing the CEO to negotiate and execute a Second Amendment to the Consulting Services Agreement with FinalOption Corp, dba Pacific Printers, to extend the contract from June 30, 2021 to June 30, 2022 and add an additional \$395,000 in compensation for total compensation not to exceed total \$800,000.

8. Legal Services Spend Increase for FY 2020-2021

Adopt a Resolution authorizing staff to spend up to \$1,066,000 on legal services for Fiscal Year 2020-2021.

9. Consulting Services Agreement with ARUP for Engineering and Project Development Services

Adopt a Resolution authorizing the CEO to negotiate and execute a Consulting Services Agreement with ARUP North America, LTD, to provide Engineering and Project Development Services that will facilitate deployment of solar photovoltaic and battery energy storage systems at critical municipal facilities, for a total amount not to exceed \$380,000, through December 31, 2024.

10. Agreement with EcoMotion for Engineering and Project Development Services

Adopt a Resolution authorizing EBCE's CEO to execute a Consulting Services Agreement ("Agreement") with EcoMotion, a California S corporation, ("EcoMotion"), to provide Engineering and Project Development Services that will facilitate deployment of solar photovoltaic and battery energy storage systems at critical municipal facilities, for a total amount not to exceed \$400,000, through December 31, 2024.

11. Suspend Procurement Policy for One-Time Purchase from Goal Zero

Approve a Resolution suspending procurement requirements and authorizing and delegating authority to the CEO to procure portable batteries sold and manufactured by Goal Zero for EBCE's Medical Baseline Resilience Pilot Program, in an amount not to exceed \$140,000.

REGULAR AGENDA

12. CEO REPORT

- A. Executive Committee Meeting
- B. Finance, Administration and Procurement Subcommittee Meeting
- C. Marketing, Regulatory and Legislative Subcommittee Meeting
- D. Special Board Retreats
- E. Marketing and Account Services Update

13. Community Advisory Committee Report

14. Prepay Transaction Overview (Informational Item)

Review of prepay transaction structure and update on transaction preparation status

- 15. Legislative Update (Action Item)**
Update on EBCE's bill tracker and recommended legislative positions
- 16. Partnership Opportunities and Oakland Roots SC (Action Item)**
Partnership opportunities presentation and request to negotiate and execute agreement with Oakland Roots SC
- 17. Draft Budget Review (Informational Item)**
Review the current Draft Budget
- 18. Board Member and Staff Announcements including requests to place items on future Board Agendas**
- 19. Adjournment** to Wednesday, June 16, 2021.



Draft Minutes

Board of Directors Meeting

Wednesday, April 21, 2021

5:00 pm

<https://us02web.zoom.us/j/87023071843>

Join by phone: Dial (for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)
Webinar ID: 870 2307 1843

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1. Welcome & Roll Call

Present: Directors: Valle (Alameda County), Tiedemann (Albany), Hernandez (Dublin), Mei (Fremont), Marquez (Hayward), Kiick (Livermore), Hannon (Newark), McCarthy (Piedmont), Narum (Pleasanton), Lopez (San Leandro), Arriola (Tracy), Patino (Union City), Sutter (Community Advisory), Vice-Chair Martinez (Emeryville), and Chair Kalb (Oakland)

Excused: Directors Harrison (Berkeley), McCarthy (Piedmont)

2. Pledge of Allegiance

3. 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 three minutes per speaker and must complete an electronic [speaker slip](#). The Board Chair may increase or decrease the time allotted to each speaker.

Natalia Balderas stated that, as a public agency, EBCE has a responsibility to prevent utility disconnection, and spoke in support of the creation of a debt-relief program.

Pete Woiwode spoke in support of creating a utility debt relief fund to mitigate utility disconnections in vulnerable communities, and to encourage investor-owned utilities to write-off customer debt.

Marjanah Moini stated that access to electricity is human rights and public health issue, and that EBCE has a responsibility to prevent service disconnection at this very difficult time.

Andrew Klutey spoke in support of East Bay Clean Power Alliance's call for community power, stating that everyone deserves clean, local and affordable energy. A Klutey also stated that EBCE should prevent utility disconnection and the loss of customers to PG&E.

Blair Beekman asked questions about the Oct, 2020 Integrated Resource Plan report

Beth Weinberger spoke in support for the creation of a bill relief credit program. B. Weinberger stated that in these extraordinary times, EBCE has a responsibility to prevent utility disconnection for its customers, regardless of their ability to pay.

Audrey Ichinose spoke to encourage the Board to support social equity measures, even as the pandemic seems to recede. A. Ichinose stated that EBCE should increase enrollment of eligible customers in CARE and FERA, and diversify its outreach efforts beyond the digital world. A. Ichinose also stated that EBCE should create a permanent utility shut-off prevention program.

Ceyda Durmaz Dogan spoke in support of creating a utility debt relief program and to make information about debt relief programs easily assessable on the EBCE website. C. Dogan also asked staff to present proposals about how EBCE can help customers who struggle to pay their utility bills.

Aleta Dupree spoke in support of investing in battery plus solar technology, and for EBCE to become a municipality utility district.

Jessica Tovar spoke in support of increased investment in equity programs such as energy efficiency retrofits, solar + storage, electrification of buses and other heavy vehicles, and for shut-off prevention programs and resilience hubs.

Margaret Rossoff spoke in support of increased investment in debt relief and power shut-off prevention programs.

Zorah Temple spoke in support of increased investment in debt-relief prevention, stating that families should not have to be responsible for utility debt that was accumulated during a global pandemic.

Melissa Yu spoke in support of the creation of a debt-relief fund and for EBCE to work closely with CARE, FERA and medical baseline customers.

CONSENT AGENDA

4. Approval of Minutes from March 17, 2021

5. Contracts entered into (Informational Item)

6. Treasurer's Report

Receive report on EBCE cash position.

7. Amendment to Consulting Services Agreement with Celery Design Collaborative

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute a Third Amendment to the Consulting Services Agreement with Celery Design Collaborative to add \$100,000 to the not-to-exceed amount for fiscal year 2020 - 2021, and to extend the term through June 30, 2022, with an amount not to exceed \$300,000 for fiscal year 2021-2022, bringing the not-to-exceed amount for both fiscal years to \$300,000 each.

R-2021-11

8. Contract Management and Deal Capture Software with Adapt 2, Inc.

Adopt a Resolution authorizing the Chief Executive Officer (CEO) to negotiate and execute a Consulting Service Agreement between East Bay Community Energy (EBCE) and Adapt2 Solutions, Inc. ("Adapt2"), for contract management and deal capture software services for a 3-year subscription term. The total amount of the Agreement is not to exceed \$675,000 over the term and shall start at the earliest in April 2021.

R-2021-12

9. Extension of Temporary Revision to Terms and Conditions Section "Failure to Pay" and Temporary Suspension of Delinquent Accounts and Collections Policy

Adopt a Resolution to extend the temporary suspension of certain Customer Terms and Conditions and Administrative Policies and extend the suspension of the "Failure to Pay" section of the Service Terms and Conditions of the Delinquent Accounts and Collections Policy for an additional 70 days until June 30, 2021.

R-2021-13

Director Patino (Union City) motioned to approve the Consent Agenda. Director Kiick seconded the motion, which passed 13/0. Excused: Directors Harrison (Berkeley) and King (Piedmont)

REGULAR AGENDA

10. CEO REPORT

- A. Executive Committee Meeting;
- B. Finance, Administration and Procurement Subcommittee Meeting

- C. Marketing, Regulatory and Legislative Subcommittee Meeting
- D. Special Board Retreats
- E. Marketing and Account Services Update

Blair Beekman spoke regarding the October and December 2020 Integrated Resource Plan reports.

11. Community Advisory Committee Report

Chair Sutter spoke regarding Samantha Weaver's efforts to find sponsors for the Green Solar Tariff Program. Chair Sutter also spoke about the Metrics Initiative. Working with JP to plan a public meeting to discuss environmental and social Justice metrics in late May or early June, details to be provided at the May meeting. Chair Sutter thanked EBCE staff for their work on the new CAC Member appointment process.

12. Appointment of CAC Members (Action Item)

Adopt a Resolution approving the appointments of new Community Advisory Committee ("CAC") Members and Alternate Members.

R-2021-14

The Committee discussed:

- Stipends for CAC Members
- South Region CAC Member selection status

William Muetzenberg thanked the Board for his appointment to the CAC.

Director Hannon motioned the adopt the Resolution approving the appointments of new Community Advisory Committee Members and Alternate Members. Director Patino seconded the motion, which passed 13/0. Excused: Directors Harrison and King.

13. Approval of Legislative Positions (Action Item)

Take a "support" position on Assembly Bill ("AB") 33 (Ting), AB 1239 (Ting), and Senate Bill ("SB") 589 (Hueso).

Director Lopez motioned to approve the staff recommendation. Director Narum seconded the motion, which passed 13/0. Excused: Directors Harrison and King.

Director Valle left the meeting at 6:30pm

14. California Community Choice Financing Authority Joint Powers Authority (Action Item)

Approve the foundation of and membership in the California Community Choice Financing Authority JPA being formed to issue municipal bonds for prepay transactions.

R-2021-15

The Committee discussed:

- JPA operational cost-sharing
- Associate membership requirements
- JPA membership risks and opportunity costs
- Who will represent EBCE on JPA?
- Relationship between reserve funding and prepayment transactions
- JPA credit rating structure

Director Mei motioned to approve the staff recommendation to approve the foundation of and membership in the California Community Choice Financing Authority JPA. Director Martinez seconded the recommendation which passed 12/0. Excused: Directors Valle (Alameda County), Harrison (Berkeley) and King (Piedmont).

Director Kiick left the meeting at 8:00pm

15. Oakland Roots SC Climate Justice Partnership (Action Item)

Authorize the CEO to negotiate and execute an agreement to sponsor the Oakland Roots Sports Club as the official Climate Justice partner.

The Committee discussed:

- Reasons why proposal bypassed Marketing, Regulatory and Legislative Subcommittee
- Oakland Roots stadium and streaming marketing reach
- Partnership benefit to communities and return on investment report request
- Partnership opportunity costs
- Alternative marketing opportunities - buses,
- Timeframe for partnership decision
- Sponsorship tiers and benefits
- Co-branding opportunities

Blair Beekman spoke in support of Chair Kalb's comments about the Roots Partnership.

Director Hannon motioned to decline the Oakland Roots SC Climate Justice Partnership proposal, and that the issue be brought forward to the Marketing, Regulatory and Legislative Subcommittee to explore other partnership opportunities. Director Mei seconded the motion which passed 7/3. Excused: Directors Valle, Harrison, Kiick and King. Abstain: Director Tiedemann

16. Board Member and Staff Announcements including requests to place items on future Board Agendas

Chair Kalb directed staff to place a discussion of SB 67 and SB 68 on the May Board meeting

17. Adjourned at 8:07pm.



Consent Item 5

TO: East Bay Community Energy Board of Directors
FROM: Nick Chaset, Chief Executive Officer
SUBJECT: Contracts Entered Into
DATE: May 12, 2021

RECOMMENDATION

Accept the CEO's report on contracts that EBCE has entered, as required by the Administrative Procurement Policy.

Items executed between April 14, 2021 through May 12, 2021;

C-2021-032 Abbott, Stringham, & Lynch (San Jose, CA) Second Amendment to Consulting Services Agreement expands the scope to include Green-e audit services for the year 2020, and adds \$2,200 to the compensation for a total amount not to exceed \$17,200.

C-2021-033 City of Oakland Reach Code Assistance Grant Agreement for EBCE to pay \$10,000 as the City has adopted a Reach Code.

C-2021-034 PFM Financial Advisors (San Francisco) Agreement for Municipal Advisors Services for an amount not to exceed \$40,000 through December 31, 2021.

C-2021-035 CoStar (Washington DC) Addendum to License Agreement clarifies that the Agreement will be governed by California laws.

C-2021-036 Celery Design (Berkeley) Third Amendment to the Consulting Services Agreement adds \$100,000 to the compensation for a total amount not to exceed \$300,000 through June 30, 2021 and extends the termination date to June 30, 2021 and authorizes compensation not to exceed \$300,000 in compensation from July 1, 2021 - June 30, 2022.

C-2021-037 Hootsuite (Vancouver, BC) Authorization Form for Software as Service for Hootsuite Business Plan Package, cost will be \$9,480.30 through April 30, 2022.



Consent Item 6

TO: East Bay Community Energy Board of Directors

FROM: Alex DiGiorgio, Public Engagement Manager

SUBJECT: 2021 Community Advisory Committee (CAC) appointments (Action Item)

DATE: May 19, 2021

Recommendation

Adopt a Resolution approving the appointments of new Community Advisory Committee (“CAC”) Members.

Background and Discussion

On October 21, 2020, the Board of Directors [approved updates to the CAC Guide and Appointment process](#). These updates were made to ensure proper representation and engagement of the CAC, particularly given the inclusion of EBCE’s new communities in the cities of Newark, Pleasanton, and Tracy. The updates included the following: The addition of three seats (increasing the size of the CAC to twelve active seats to address the voting shares); configuring the apportionment of CAC seats to EBCE Service Area Regions; appointing one Alternate Member for each EBCE Service Area Region, for a total of five; and engaging the Mayors’ Conference to appoint two at-large Members.

The CAC will be composed of twelve active seats (“Members”) and five alternate seats (“Alternate Members”).

As reflected in the table below, the CAC seat allocations approximate the voting shares percentage of each member jurisdiction:

EBCE Service Area Region	JPA Vote Share	CAC Seat Allocation	Alternate Seat Allocation

NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	30%	3	1
EAST Dublin, Livermore, and Pleasanton	14%	1	1
SOUTH Fremont, Union City and Newark	27%	3	1
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	23%	2	1
SAN JOAQUIN COUNTY Tracy	6%	1	1
At-Large		1	
At-Large		1	

By assigning seats to EBCE Service Area Regions, EBCE can engage the city/County Board members for outreach and appointment recommendations. This apportionment will also ensure equitable representation of all EBCE communities on the CAC.

The CAC currently has eight members serving with two alternate vacancies. Below is a table with the current make-up of the CAC:

EBCE Service Area Region	Current CAC Seat Allocation	Current Alternate Seat Allocation
NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	3* (4 th and 5 th CAC Members termed out 7/20)	Open
EAST Dublin, Livermore, and Pleasanton	1	1
SOUTH Fremont, Union City, and Newark	1* (Current CAC Member's term ends 6/21)	Open
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	2	1
SAN JOAQUIN COUNTY Tracy	1	1
At-Large	Open	
At-Large	Open	

*EBCE's Southern Service Area Region currently has one of its three allocated seats filled by an incumbent Member whose term ends in June 2021. For this reason, the

Board Members representing this region decided to appoint three new CAC Members rather than have a seat become vacant in July. As such, the appointee for this soon-to-be-vacated seat will begin their service term in July 2021.

In December 2020, EBCE staff created an online application for members of the public interested in applying for the open CAC seats in their region(s). The application period was open from December 15, 2020 through February 15, 2021; and was announced through multiple communication channels. These included the following:

- Emailing all EBCE Board Members and Board Alternates draft language and links to the application to disseminate to their constituents;
- Creating a pop-up announcement on EBCE’s website/homepage from mid-January to mid-February;
- Including a description and link to the application in the [January edition of EBCE’s Direct Current Newsletter](#), as well as through social media channels (e.g., Facebook);
- Announcing the application period to Stopwaste’s Technical Advisory Group (TAG), which includes staff from every Alameda County city and the County itself; and
- Emailing EBCE’s Hyper-local Sponsorship recipients about the application period;

EBCE received twenty-six completed applications by the end of the application period. Every region within EBCE’s service area was represented in the applicant pool, with at least two applications received from each region.

Staff distributed the completed applications and solicited appointment recommendations from the Board Members representing the EBCE region of each respective applicant. At the time of the April 21, 2021 Board meeting, three of EBCE’s five geographic regions had communicated their appointment recommendations to staff. These appointment recommendations were approved by the Board and are identified in **bold** below. Since that time, the Board Members from the remaining two regions have communicated their appointment recommendations to staff. All of these recommendations are summarized in the table below; only those of the Southern and Northern Service Area Regions are offered for appointment consideration by the entire Board at this time.

EBCE Service Area Region	Appointment Recommendation
NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	Lisa Hu (Alternate Member)
EAST Dublin, Livermore, and Pleasanton	Joel Liu (Member); Kate Duggan (Alternate Member)
SOUTH Fremont, Union City, and Newark	Shiva Swaminathan (Member) Vijay Lakshman (Member)

	Priya Talreja (Member)*
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	Lorraine Souza (Alternate Member)
SAN JOAQUIN COUNTY Tracy	William Muetzenberg (Member); Harman Ratia (Alternate Member)

*This CAC Member’s term will begin in July 2021, at which time a current CAC Member from the Southern region will have completed their term.

Fiscal Impact

The addition of three new seats and five alternate seats increased the CAC stipend budget from \$13,200 to \$20,400. The additional stipends will be disbursed as new CAC members are sworn-in and begin serving at regular, monthly meetings.

Committee Recommendation

The appointment recommendations of Board Members from each respective EBCE service area region are summarized in the table above.

Attachments

- A. Resolution of the Board of Directors of the East Bay Community Energy Authority to Approve the Appointments of New Community Advisory Committee Members and Alternate Members

RESOLUTION NO. XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY TO APPROVE THE APPOINTMENTS OF NEW COMMUNITY ADVISORY COMMITTEE MEMBERS and Alternate Members

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS, the Board of Directors approved the Community Advisory Committee Guide and Appointment Process (“Guide”) on November 10, 2019, which outlines the committee seats, qualifications, and appointment process; and

WHEREAS, the EBCE service territory has expanded to include the City of Tracy in San Joaquin County, staff sought direction from the Executive Committee on suggested updates to the Guide language to include the new EBCE service area, committee seat qualifications, and member term lengths; and

WHEREAS, at the October 21, 2020 meeting, the Board of Directors approved updates to the Guide language to include the new service area, assign seats based on EBCE Service Area Regions, shorten current and future member terms to two years, increase the size of the Committee Advisory Committee by two (2) additional at-large seats, allocate one (1) alternate seat for each planning area, and request the Mayors’ Conference fill the two (2) at-large seats; and

WHEREAS, from December 15, 2020, to February 15, 2021, EBCE staff facilitated an online application process through which members of the public could apply to be considered for appointment to the Community Advisory Committee by the Board Members representing the jurisdictions within their respective EBCE Service Area Regions.

WHEREAS, twenty-six applications were received during the application period, with at least two applicants from every EBCE Service Area Region, and

WHEREAS, the Directors from each EBCE region reviewed the applications from their respective planning areas and recommended the applicants to be considered for appointment by the Board of Directors; and

WHEREAS, two new Community Advisory Committee Members and three Alternate Members were appointed at the April 21, 2021 Board meeting.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Board of Directors hereby authorizes the appointments of the following Community Advisory Committee Members and Alternate Members, as identified by the Directors from each respective planning area (those in **bold** were appointed at EBCE's April 21, 2021, Board meeting):

Planning Area	April 12, 2021 Appointment
NORTH Albany, Berkeley, Oakland, Emeryville, and Piedmont	Lisa Hu (Alternate Member)
EAST Dublin, Livermore, and Pleasanton	Joel Liu (Member) Kate Duggan (Alternate Member)
SOUTH Fremont, Union City and Newark	Shiva Swaminathan (Member) Vijay Lakshman (Member) Priya Talreja (Member)
CENTRAL Hayward, San Leandro, and Alameda County Unincorporated	Lorraine Souza (Alternate Member)
SAN JOAQUIN COUNTY Tracy	William Muetzenberg (Member) Harman Ratia (Alternate Member)
At-Large	
At-Large	

ADOPTED AND APPROVED this 19thth day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board



Consent Item 7

TO: East Bay Community Energy Board of Directors

FROM: Kelly Brezovec, Senior Manager of Account Services

SUBJECT: Printing and Mailing Services

DATE: May 19, 2021

Recommendation

Adopt a Resolution authorizing the CEO to negotiate and execute a Second Amendment to the Consulting Services Agreement with FinalOption Corp, dba Pacific Printers, to extend the contract from June 30, 2021 to June 30, 2022 and add an additional \$395,000 in compensation for total compensation not to exceed total \$800,000.

Background and Discussion

In June 2018, a competitive solicitation was issued for a vendor to provide printing and mailing services to EBCE. The solicitation was posted to the EBCE website, circulated to the Board of Directors, and emailed to the vendors used by other Bay Area Community Choice Energy programs as well as appropriate companies that were designated as Small, Local, Emerging Businesses within Alameda County. A total of five proposals were received. A team of four EBCE staff and consultants reviewed and scored the proposal. FinalOption Corp, dba Pacific Printing, a union shop based in San Jose, was among the highest scoring proposals and was ultimately selected to meet EBCE's high demand of print and mail needs.

FinalOption Corp and EBCE entered into a Consulting Services Agreement on July 27, 2020, with compensation not to exceed \$100,000 through June 30, 2021. The Board of Directors approved an Amendment to the Agreement on September 16th, increasing the compensation to an amount not to exceed \$405,000.

FinalOption Corp's union team has executed each project to EBCE's specification and timeline.

Over the next year, EBCE must provide multiple customer notifications that require the services of a printer and mailer. Notifications include:

Project	Schedule
-150,000 Power Content Label postcards	Oct 2021 (estimated)
New customer notifications	Ongoing
Default product changes for cities	September 2021, potentially March 202
Brilliant 100 sunset noticing	January 2022
-150,000 Joint Rate Mailer postcards	June 2022

EBCE staff would like to amend the existing Agreement with FinalOption Corp to add an additional \$395,000 in compensation to the agreement to cover customer notifications through June 30, 2022.

EBCE retains the right to solicit competitive bids for any printing and mailing project.

Fiscal Impact

The cost of these customer notifications will be included in the Marketing budget for Fiscal Year 2021-2022.

Attachment

- A. Resolution of the Board of Directors Authorizing the CEO to negotiate and execute a Second Amendment to the Consulting Services Agreement for Print and Mailing Services with FinalOption Corp

RESOLUTION NO. __

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT FOR PRINTING AND MAILING SERVICES
WITH FINALOPTION CORP**

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 et seq., among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS in July 2018, following a public Request for Proposal process, the Board of Directors authorized the CEO to execute an Agreement with FinalOption Corp for Printing and Mailing Services for the period of September 26, 2018 through December 31, 2019, in an amount not to exceed \$925,000;

WHEREAS in December 2019 the Board of Directors authorized the CEO to execute a First Amendment to the Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services to extend the duration of the agreement through June 30, 2020 and update the Scope of Work;

WHEREAS in July 2020 the CEO executed a Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services with compensation not exceed \$100,000 through June 30, 2021;

WHEREAS in September 2020 the Board of Directors authorized the CEO to execute a First Amendment to the Consulting Services Agreement with FinalOption Corp for Printing and Mailing Services to increase the total compensation by \$305,000, for a total amount not to exceed of \$405,000; and

WHEREAS staff has found FinalOption Corp’s union team consistently meets, or exceeds, the work product expectations as outlined in the Scope of Work and continues to require its services for the printing and mailing of required customer notifications and other related services and would like to engage them for the next Fiscal Year 2021-2022.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Board of Directors hereby authorizes the CEO to negotiate and execute a Second Amendment to the Consulting Services Agreement with FinalOption Corp to increase the total compensation by \$395,000, for a total amount not to exceed \$800,000, and extend the duration of the agreement through June 30, 2022.

ADOPTED AND APPROVED this 19th day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board



Consent Item 8

TO: East Bay Community Energy Board of Directors

FROM: Howard Chang, Chief Operating Officer

SUBJECT: Legal Services Spend Increase for FY 2020-2021

DATE: May 19, 2021

Recommendation

Adopt a Resolution authorizing staff to spend up to \$1,066,000 on legal services for Fiscal Year 2020-2021.

Background and Discussion

The Board of Directors approved a total legal budget of \$970,000 in June, 2020, and authorized staff to contract with the following law firms:

- Braun Blasing Smith Wynne - Policy
- Davis Wright Tremaine - Policy
- Hall Energy Law - Power Procurement
- Keyes and Fox - Policy/Compliance/Power Procurement
- Liebert Cassidy Whitmore - Employment/HR
- Richards, Watson and Gershon - General Counsel Services
- Wilson Sonsini Goodrich Rosati - Power Procurement

The anticipated budget breakdown across these functions was anticipated to be:

Outside General Counsel: \$300,000 - \$350,000
Regulatory & Policy \$200,000 - \$250,000
Power Procurement and Local Development \$350,000 - \$400,000
Other - \$30,000 - \$60,000

In addition to the firms listed above, EBCE contracted with:

- The Law Offices of Joe Wiedeman - Policy

General Counsel costs were on the higher side of our estimate, mostly due to the cost of responding to Public Records Act Requests, as well as increased contracting volumes with consultants and COVID-19 related grants. Power Procurement legal costs were on the higher side of our estimate, mostly due to the cost of the Request for Offers procurement process. Policy costs were on the higher side of our estimate, as we have an attorney, Joe Wiedman, providing coverage for a staff member that is now working on another team, and BBSW work cost more than anticipated. While the policy-related legal costs exceeded our original budgeted amount, this was offset by lower costs on other non-legal policy related items. EBCE also incurred legal costs related to the setup of two JPAs.

Fiscal Impact

Staff is seeking approval of a Resolution that would authorize the CEO to negotiate and execute contracts with the identified legal firms consistent with the increased total legal services spend of \$1,066,000 for Fiscal Year 2020-2021.

It is likely that the spend for all legal vendors will be less than \$1,066,000, but it would be in EBCE's best interest to have this amount contracted for legal services if necessary. At this time, staff has identified a need to increase the not to exceed amounts on the Agreements with Richards, Watson and Gershon, Hall Energy Law, and Wilson Sonsini Goodrich Rosati.

Attachments

1. Resolution Authorizing the Chief Executive Office to Negotiate and Execute Agreements with Selected Law Firms

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SELECTED LEGAL VENDORS

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS in June 2018, EBCE issued a broad legal services RFP to select law firms to provide legal expertise across various staff functions, including legislative and regulatory policy, power procurement, general counsel services, finance, and other areas; and

WHEREAS EBCE has previously utilized the following firms to secure such legal expertise: Braun Blasing Smith Wynne, Davis Wright Tremaine, Hall Energy Law, Keyes and Fox, Liebert Cassidy Whitmore, Richards, Watson and Gershon, The Law Office of Joseph F. Weidman, and Wilson Sonsini Goodrich Rosati; and

WHEREAS EBCE is pleased with the prior services by these law firms; and

WHEREAS EBCE has entered into Consulting Services Agreements with the aforementioned law firms and desires to amend certain Agreements in varying amounts that may exceed \$100,000 for Fiscal Year 2020-2021.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO or a designee is hereby authorized to negotiate and execute Consulting Services Agreements and necessary Amendments for one-year terms with firms providing legal services. These firms may include Braun Blasing Smith Wynne, Davis Wright Tremaine, Hall Energy Law, Keyes and Fox, Liebert Cassidy Whitmore, Richards, Watson and Gershon, The Law Office of Joseph F. Weidman, and Wilson Sonsini Goodrich Rosati.

Section 2. The Consulting Services Agreements and necessary Amendments may be for varying amounts that exceed \$100,000 but the total spend on legal services shall not exceed \$1,066,000 through June 30, 2021.

ADOPTED AND APPROVED this 19th day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board



Consent Item 9

TO: East Bay Community Energy Board of Directors

FROM: Jessie Denver, Senior Distributed Energy Resources Manager,
Transportation Electrification and Community Energy Resilience

SUBJECT: Consulting Services Agreement with ARUP for Engineering and Project
Development Services

DATE: May 19, 2021

Recommendation

Adopt a Resolution authorizing the CEO to negotiate and execute a Consulting Services Agreement with ARUP North America, LTD, to provide Engineering and Project Development Services that will facilitate deployment of solar photovoltaic and battery energy storage systems at critical municipal facilities, for a total amount not to exceed \$380,000, through December 31, 2024.

Background and Discussion

To enhance community energy resilience, EBCE has been working with its local government partners to develop solar + storage systems at critical municipal facilities. Over the last 1.5 years, JPA members (e.g., cities and the county) have identified over 300 municipal facilities designated to serve the community in times of emergency (e.g., extended grid outages, major events like earthquakes) and provided those details to EBCE for system-sizing analysis.

Due to municipal procurement requirements, EBCE has taken the results of the system sizing analysis and compiled a portfolio of projects for each local government entity, that will be cost effective over the lifetime of the solar + storage systems. EBCE also identified the need to include stand-alone solar systems at some non-critical municipal facilities and completed a technical and economic assessment at each site to narrow the list of facilities to include in each local government's cost-effective project portfolio.

The primary goal of this EBCE-led initiative is to efficiently and successfully deploy stand-alone solar and solar + storage systems at each of the project sites. EBCE plans to phase this work across 150-200 facilities over the next two to three years in collaboration with its local government partners. Near term, EBCE is focused on developing a deployment model to confirm and hone this phased approach with the goal of accelerating deployment of solar and solar + storage systems at municipal facilities.

Engineering and Project Development Professional Services

In April 2021 EBCE issued a Request for Proposals for professional engineering and project development services related to the program described above. The two vendors selected through this competitive solicitation process are ARUP and EcoMotion.

Under the new Consulting Services Agreement ARUP will conduct engineering assessments to evaluate the roof condition and structural integrity of municipal facilities; identify any necessary electrical upgrade requirements and estimate associated costs; assist EBCE in the development of technical specifications for the standalone solar and solar + storage system RFP solicitation, expected to occur in Fall 2021; and provide project and construction management oversight. ARUP itself will not deploy, own, operate, or manage solar and solar + storage systems at municipal facilities.

Staff is seeking authorization for the CEO to enter into a new Consulting Services Agreement with ARUP for a total amount not to exceed \$380,000, through December 31, 2024.

Fiscal Impact

The agreement will be funded with \$380,000 from the previously approved Local Development Budget.

Attachments

- A. Resolution Authorizing the CEO to Negotiate and Execute a Consulting Services Agreement with ARUP North America, Inc.

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO NEGOTIATE AND EXECUTE A CONSULTING SERVICES AGREEMENT WITH ARUP NORTH AMERICA, LTD. FOR ENGINEERING AND PROJECT DEVELOPMENT TASKS AND DELIVERABLES TO SUPPORT PROCUREMENT AND CONSTRUCTION OF CRITICAL MUNICIPAL FACILITY SOLAR AND SOLAR + STORAGE TO ENHANCE COMMUNITY ENERGY RESILIENCE

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS On July 18, 2018, the Board approved the Local Development Business Plan (“LDBP”) and budget. The LDBP identifies a series of local development early actions, outlines a series of policy principles, and defines a set of metrics to measure the impact on Alameda County; and

WHEREAS EBCE entered into a Consulting Services Agreement (“Agreement”) with ARUP North America, Ltd. (“ARUP”) to complete a solar and battery energy storage feasibility assessment on critical municipal facilities designated to serve the community in time of emergency, and

WHEREAS EBCE issued a competitive Request for Proposal solicitation in April 2021 to select vendors to provide engineering and project development services that will support solar and battery energy storage system deployment, and

WHEREAS ARUP is a firm with extensive experience conducting solar and battery energy storage engineering and project development services and is one of two vendors selected by EBCE; and

WHEREAS, EBCE has determined that it is necessary to enter into a new consulting services agreement with ARUP to allow ARUP to assist EBCE in the next steps of EBCE’s municipal facility resilience project.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO is hereby authorized to negotiate and execute a new Consulting Services Agreement with ARUP in substantially the form attached, which shall be effective through December 31, 2024 and shall not exceed \$380,000, to provide

engineering and project development services that will facilitate deployment of solar and battery energy storage systems at municipal facilities. The CEO is further authorized to execute any clarifying or clerical changes to the Agreement, which must be approved by General Counsel.

ADOPTED AND APPROVED this 19th day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board



Consent Item 10

TO: East Bay Community Energy Board of Directors

FROM: Jessie Denver, Senior Distributed Energy Resources Manager,
Transportation Electrification and Community Energy Resilience

SUBJECT: Agreement with EcoMotion for Engineering and Project Development Services

DATE: May 19, 2021

Recommendation

Adopt a Resolution authorizing EBCE's CEO to execute a Consulting Services Agreement ("Agreement") with EcoMotion, a California S corporation, ("EcoMotion"), to provide Engineering and Project Development Services that will facilitate deployment of solar photovoltaic and battery energy storage systems at critical municipal facilities, for a total amount not to exceed \$400,000, through December 31, 2024.

Background and Discussion

To enhance community energy resilience, EBCE has been working with its local government partners to develop solar + storage systems at critical municipal facilities. Over the last 1.5 years, JPA members (e.g., cities and the county) have identified over 300 municipal facilities designated to serve the community in times of emergency (e.g., extended grid outages, major events like earthquakes) and provided those details to EBCE for system-sizing analysis.

Due to municipal procurement requirements, EBCE has taken the results of the system sizing analysis and compiled a portfolio of projects for each local government entity, that will be cost effective over the lifetime of the solar + storage systems. EBCE also identified the need to include stand-alone solar systems at some non-critical municipal facilities and completed a technical and economic assessment at each site to narrow the list of facilities to include in each local government's cost-effective project portfolio.

The primary goal of this EBCE-led initiative is to efficiently and successfully deploy stand-alone solar and solar + storage systems at each of the project sites. EBCE plans to phase this work across 100-200 facilities over the next two to three years in collaboration with its local government partners. Near term, EBCE is focused on developing a deployment model to confirm and hone this phased approach with the goal of accelerating deployment of solar and solar + storage systems at municipal facilities.

Engineering and Project Development Professional Services

In April 2021, EBCE issued a Request for Proposals for professional engineering and project development services related to the program described above. The two vendors selected through this competitive solicitation process are EcoMotion and ARUP. Under the Agreement, EcoMotion will conduct engineering assessments to evaluate the roof condition and structural integrity of municipal facilities; identify any necessary electrical upgrade requirements and estimate associated costs; assist EBCE in the development of an RFP solicitation for the procurement of stand-alone solar and solar + storage systems, expected to occur in Fall 2021; and provide project and construction management oversight. EcoMotion itself will not deploy, own, operate, or manage solar and solar + storage systems at municipal facilities.

Staff is seeking authorization through Resolution for the CEO to execute a Consulting Services Agreement with EcoMotion.

Fiscal Impact

This Agreement will be funded with \$400,000 from the previously approved Local Development Budget.

Attachments

- A. Resolution Authorizing the CEO to Execute a Consulting Services Agreement with EcoMotion, Inc
- B. Consulting Services Agreement with EcoMotion

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH ECOMOTION TO CONDUCT SERVICES NECESSARY TO ASSIST WITH COMPLETION OF ENGINEERING AND PROJECT DEVELOPMENT TASKS AND DELIVERABLES TO SUPPORT PROCUREMENT AND CONSTRUCTION OF CRITICAL MUNICIPAL FACILITY SOLAR AND SOLAR + STORAGE TO ENHANCE COMMUNITY ENERGY RESILIENCE

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS On July 18, 2018, the Board approved the Local Development Business Plan (“LDBP”) and budget. The LDBP identifies a series of local development early actions, outlines a series of policy principles, and defines a set of metrics to measure the impact on Alameda County; and

WHEREAS EBCE has worked to complete a solar and battery energy storage feasibility assessment on critical municipal facilities designated to serve the community in time of emergency to enhance resiliency in Alameda County; and

WHEREAS EBCE issued a competitive Request for Proposal solicitation in April 2021 to select vendors to provide engineering and project development services that will support solar and battery energy storage system deployment; and

WHEREAS EcoMotion (“EcoMotion”) is a firm with extensive experience conducting solar and battery energy storage engineering and project development services and was one of two vendors selected by EBCE to provide the services.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO is hereby authorized to execute a Consulting Services Agreement with EcoMotion in substantially the form attached, which shall be effective through December 31, 2024 and shall not exceed \$400,000 in total compensation, to provide engineering and project development services that will facilitate deployment of solar and battery energy storage systems at municipal

facilities. The CEO is further authorized to execute any clarifying or clerical changes to the Agreement, which must be approved by General Counsel.

ADOPTED AND APPROVED this 19th day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board

**Consulting Services Agreement for
Services by and Between East Bay Community Energy Authority and
EcoMotion Incorporated**

This Consulting Services Agreement (“Agreement”) is made this 19th day of May, 2021 (“Effective Date”) by and between East Bay Community Energy Authority, a joint powers authority formed under the laws of the State of California (“EBCE”) and EcoMotion Incorporated an S Corporation incorporated in 2001 with the California Secretary of State (“Consultant”) for the purpose of providing professional services to EBCE that result in the deployment of solar and solar + storage systems at critical municipal facilities to enhance community energy resilience.

Section 1. Recitals

1.1 The 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.

1.2 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.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties to this Agreement, agree as follows:

Section 2. Term

The term of this Agreement is from the Effective Date of this Agreement through December 31, 2024, unless terminated earlier pursuant to Section 8.

Section 3. Scope of Work/Compliance with Laws and Regulations

3.1 Consultant agrees to perform the scope of work (the “Work”) in Exhibit A in accordance with the compliance schedule in Exhibit B.

3.2 Consultant represents and warrants that it has the skill and expertise to perform the Work. Consultant agrees to obtain any and all necessary licenses, approvals or permits necessary to perform the Work.

3.3 Consultant and its Subconsultants must comply with all federal, state and local laws and regulations in performing the Work under this Agreement.

Section 4. Consultant Staffing

Exhibit C contains a list of Consultant's project manager and all team members. Consultant will not change or substitute the project manager or any team members or add additional team members without consultation with EBCE.

Section 5. Subconsultants

5.1 Consultant agrees to use only those Subconsultants listed on Exhibit D. Consultant shall notify EBCE within a reasonable period of time of any changes, additions, or removals of a Subconsultant.

5.2 Consultant agrees to require all Subconsultants to comply with the terms of this Agreement, including without limitation, maintaining insurance in compliance with the insurance obligations under Section 9, the Confidentiality requirements under Section 11 and indemnifying EBCE under Section 12.

Section 6. Compensation and Payment

6.1 The maximum compensation under this Agreement is \$396,755.

6.2 If the Work under this Agreement is to be performed on a time and materials basis, Consultant must submit invoices to EBCE on a monthly basis, complete with the name of the individual that conducted the Work, the time spent, and a brief description of the tasks performed during that time. On all invoices, Consultant must include the contract number provided by EBCE and the total compensation left on the Agreement after deducting the amount of the invoice. Notification to EBCE is required once the contract budget has been used up by 80% (including invoiced work and work that may not have been invoiced yet) which is \$317,404 for this Agreement. Invoices must be submitted to EBCE by the 20th of the month following the month in which Consultant performed the Work.

6.3 If the Work under this Agreement is to be performed on a task or project basis, the Consultant will submit an invoice within thirty (30) days of completing the project to the satisfaction of EBCE for full payment, unless other arrangements have been made.

6.4 EBCE will not agree to pay any markups on Subconsultant Services or supplies unless such markups are included in Exhibit E, Compensation/Budget and such markups were included in Consultant's bid, if applicable.

6.5 The following are conditions on EBCE's obligation to process any payments under this Agreement:

6.5.1 If the Consultant is a U.S. based person or entity, the Consultant must provide to EBCE a properly completed Internal Revenue Service Form W-9 before EBCE will process payment. If the Consultant is a U.S. based person or entity but has neither a

permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant must provide EBCE with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income before EBCE will process payment.

6.5.2 If the Consultant is not a U.S. based person or entity, the Consultant must provide EBCE with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before EBCE will process payment.

6.6 EBCE agrees to pay invoices within forty-five (45) days of receipt. Invoices may be sent to EBCE by U.S. mail or electronic mail to AP@EBCE.org. Invoices will be deemed received on the next business day following the date of transmission via electronic mail or three days after placement in the U.S. mail.

6.7 EBCE, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of EBCE's constituent members in connection with this Agreement.

Section 7. Records Retention and Ownership of Work Product

7.1 The Consultant must retain all ledgers, books of accounts, invoices, vouchers, cancelled checks, background materials, or other records relating to its performance under this Agreement for a period of three years following termination of this Agreement.

7.2 EBCE owns all rights, including without limitation, all licenses, copyrights, service marks and patents, in and to all Work Product(s), whether written or electronic, without restriction or limitation upon their use and immediately when and as created by the Consultant, any Subconsultants, or any other person engaged directly or indirectly by the Consultant to perform under this Agreement. "Work Product(s)" means all writings, reports, drawings, plans, data, video, media, photographs, renderings, plans, software, models, and other similar documents and materials developed or created by Consultant or its Subconsultants on behalf of or for use by EBCE under this Agreement. All Work Product(s) will be considered "works made for hire," and together with any and all intellectual property rights arising from their creation will be and remain the property of EBCE without restriction or limitation upon their use, duplication or dissemination by EBCE. Consultant agrees not to obtain or attempt to obtain copyright protection in its own name for any Work Product.

Section 8. Termination

8.1 EBCE may terminate this Agreement for any reason by giving Consultant written notice. The termination notice may set the date of termination, but if no such date is given, termination is effective seven (7) days following the date of the written notice.

8.2 EBCE may terminate this Agreement immediately upon written notice for any material breach of this Agreement by Consultant or any of its Subconsultants. If EBCE terminates this Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess costs in addition to any other remedies available to EBCE.

8.3 Upon termination for any reason, EBCE has the option of requiring the Consultant to complete work up to the date of termination or to cease work immediately. EBCE has the further option to require Consultant to provide EBCE any finished or unfinished Work or Work Product prepared by the Consultant up to the date of termination.

8.4 EBCE will pay Consultant the reasonable value of services satisfactorily rendered by the Consultant to EBCE up to the date of written Notice of Termination. If EBCE authorizes Consultant to continue performing the Work through the date of termination, EBCE will pay Consultant the reasonable value of services satisfactorily rendered up through the date of termination, providing such services are in compliance with the Compensation/Budget in Exhibit E.

8.5 Upon termination of this Agreement, and at no cost to EBCE, Consultant, its Subconsultants and anyone working for EBCE under control of Consultant must return all Work Product to EBCE. Consultant may only retain copies of the Work Product by express written permission of EBCE.

Section 9. Insurance

9.1 Consultant must procure, maintain and comply with the insurance requirements in Exhibit F throughout the full Term of this Agreement. Consultant must provide proof of insurance either in the form of a certificate of insurance or, if requested by EBCE, a copy of the insurance policy, prior to performing any work under this Agreement.

9.2 Consultant agrees to stay in compliance with the insurance coverage requirements during the term of this Agreement. Consultant must give EBCE ten (10) days written notice and obtain EBCE's written approval prior to making any modifications that would reduce its insurance coverage.

9.3 Consultant must either include Subconsultants under its insurance policies or require each Subconsultant to comply with the insurance obligations in Exhibit F.

Section 10. No Discrimination or Conflict of Interest

10.1 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it has not and will not discriminate against anyone based on his/her age, color religion, sex, sexual orientation, disability, race or national origin.

10.2 Consultant represents and warrants, on behalf of itself and its Subconsultants, that it is familiar with local, state and federal conflict of interest laws, that in entering into this Agreement it is not violating any of the conflict of interest laws, that it will avoid any conflicts of interest during the term of this Agreement, and that it will notify EBCE immediately if it identifies any conflicts of interest Consultant understands that violations of this Section 10 could result in immediate termination of this Agreement and disgorgement of compensation.

10.3 In accordance with the California Political Reform Act (Cal. Gov't Code section 81000 *et seq.*), Consultant will cause each of the following people performing services under this Agreement to file a Form 700 within 30 days after the person begins performing services under this Agreement and subsequently on an annual basis in conformance with the requirements of the Political Reform Act by filing the original with the EBCE Clerk to the Board of Directors. Form 700 submissions should be sent to cob@ebce.org, with carbon copy to the EBCE contact. Each of the identified positions must disclose interests in accordance with the EBCE Resolution-2018-7, Conflict of Interest Code, which may be amended from time to time. For the work currently outlined in Exhibit A, this Agreement does not require the Filing of Form 700 at this time.

Name	Position or Assignment

Section 11. Confidentiality

11.1 Except as authorized by EBCE or as otherwise required by law, Consultant shall not disclose to any third party/ies any draft or final Work Product, discussions or written correspondence between Consultant and its Subconsultants or discussions or written correspondence between Consultant and EBCE staff. In the event Consultant receives a request from any third-party requesting disclosure of any Work Product, discussions, communications or any other information Consultant is prohibited from disclosing, Consultant will immediately notify EBCE and wait for direction from EBCE before disclosing the information.

11.2 For the purposes of this Section 11, “third parties” refers to any person or group other than EBCE staff and Board members. For example, “third parties” include community groups, Board advisory groups, other governmental agencies, other consultants or members of the community.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

Section 12. Indemnity

12.1 Except with regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by EBCE, and protect and hold harmless EBCE, its officers, directors, employees, agents, attorneys, designated volunteers, successors and assigns, and those EBCE agents serving as independent contractors in the role of EBCE staff (collectively “EBCE Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, penalties, judgements, liens and losses of whatever nature (“Claims”) that arise, directly or indirectly, in whole or in part, out of or are in any way related to Consultant’s or Subconsultant’s performance or failure to perform the Work under this Agreement, regardless of whether the Consultant or its Subconsultants acted or failed to act intentionally, willfully, recklessly or negligently. Consultant agrees that its indemnity and defense obligations include all costs and expenses, including all attorney fees, expert fees, mediation, arbitration, or court costs in connection with the defense. Consultant further agrees to indemnify, defend, protect and hold harmless Indemnitees from and against any breach of this Agreement and any infringement of patent rights, trade secret, trade name, copyright, trademark, service mark or any other proprietary right of any person(s) caused by EBCE’s use of any services, Work Product or other items provided by Consultant or its Subconsultants under this Agreement.

12.2 With regard to any matter involving professional negligence, Consultant agrees, at its sole cost and expense, to indemnify, defend with counsel reasonably approved by EBCE, and protect and hold harmless the EBCE Indemnitees from and against any and all Claims to the extent arising out of or resulting from Consultant’s or Subconsultant’s negligence, recklessness, or willful misconduct. In no event shall the cost to defend charged to Consultant exceed the Consultant’s proportionate percentage of fault.

12.3 Consultant’s obligations in Subsection 12.1 and 12.2 do not apply to the extent any Claim results from the negligence or willful misconduct of the EBCE Indemnitees.

12.4 Except as limited by Subsection 12.2, Consultant’s obligation to defend EBCE applies to the maximum extent allowed by law and includes defending Indemnitees as set forth in California Civil Code sections 2778 and 2782.8.

12.5 The Consultant's obligations under Section 12 applies regardless of the existence or amount of insurance the Consultant carries or has made available to EBCE.

12.6 The Parties agree that this Section 12 survives the expiration or earlier termination of the Agreement.

Section 13. Consultant is an Independent Contractor

13.1 Consultant and its Subconsultant(s) are and at all times will be independent contractors. Consultant has complete control over its operations and employees and is not an agent or employee of the EBCE and must not represent or act as the EBCE's agent or employee. Consultant agrees, on behalf of itself and its employees and Subconsultants, that it does not have any rights to retirement benefits or other benefits accruing to EBCE employees, and expressly waives any claim it may have to any such rights.

13.2 As an independent contractor, Consultant has complete control over its Subconsultants, Sub, suppliers, affiliates agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subconsultants"). Subject to the requirements of Section 5 of this Agreement, Consultant is solely responsible for selecting, managing and compensating its Subconsultants, and for ensuring they comply with this Agreement.

Section 14. Miscellaneous Terms and Conditions

14.1 EBCE Authority.

The Chief Executive Officer or his/her designee is authorized to take all actions under this Agreement, including without limitation, amendments that fall within the Chief Executive Officer's signing authority, termination or modification of terms.

14.2 Waiver.

Waiver by either party of any one or more conditions, Sections, provisions or performance of this Agreement will not be a waiver of any other provision; nor will failure to enforce a provision or Section in one instance waive the right to enforce such provision or Section in the future. In no event will payment by EBCE to Consultant constitute or be construed as a waiver by EBCE of any breach or default of this Agreement, nor will such payment prejudice any of EBCE's other rights or remedies.

14.3 Governing Law.

Consultant and EBCE agree that this Agreement will be interpreted under the laws of the State of California.

14.4 Venue.

Any litigation resulting from this Agreement will be filed and resolved by a state court in Alameda County, California, or if appropriate, the federal courts in the Northern District of California located in San Francisco.

14.5 Audit Rights.

All records or documents required to be kept pursuant to this Agreement must be made available for audit at no cost to EBCE, at any time during regular business hours, upon written request by EBCE. Copies of such records or documents shall be provided to EBCE at EBCE's offices unless an alternative location is mutually agreed upon.

14.6 Recitals and Exhibits.

The Recitals in Section 1 above are intentionally made a part of this Agreement. All Exhibits and any other documents incorporated by reference are a part of this Agreement.

14.7 Notices.

Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

EBCE

Attn: JP Ross
East Bay Community Energy
1999 Harrison Street, Suite 800
Oakland, CA 94612
Email: jross@ebce.org
Phone: (510) 570-5912

Consultant

Attn: Ted Flanigan, President
EcoMotion Incorporated
216 W Kenneth Road
Glendale, California 91202
Email: TFlanigan@EcoMotion.us
Phone: (949) 292 - 7314

14.8 Assignment.

Except to the extent this Agreement authorizes Consultant to use Subconsultants, Consultant will not assign any part of this Agreement without the EBCE's prior written consent. EBCE, at its sole discretion, may void this Agreement if a violation of this provision occurs.

14.9 Integrated Agreement.

The Recitals, this Agreement and the Exhibits attached to this Agreement contain the complete understanding between EBCE and Consultant and supersedes any prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral respecting the Work up through the Effective Date of this Agreement.

14.10 Amendments.

Any and all amendments or modifications to this Agreement must be made in writing and signed by each Party before such amendment will be effective.

14.11 Government Claims Act.

Nothing in this Agreement waives the requirements to comply with the Governmental Claims Act, where applicable.

14.12 Severability.

If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the Work can still be performed, the Parties agree to sever the invalid or unenforceable Section from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.

14.13 Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument and each of which will be deemed an original.

14.14 No Party Deemed Drafter.

This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

Section 15. Authorized Signatories

15.1 Proper Countersignatures

Type of Entity	Authorized Signatories		
For a corporation:	Pursuant to California Corporations Code Section 313 proof of authority to execute the Agreement is established if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.		
	Column A	AND	Column B
	Chairman of the Board, or		Secretary, or
	President, or		Assistant Secretary, or
	Vice President		Chief Financial Officer, or
			Assistant Treasurer
	If the agreement is signed by any combination of persons other than those listed above or by an individual, then the agreement must be accompanied by a copy of the Board minutes, resolution, Corporate Secretary's certificate, or articles of incorporation stating that the signatories have the authority to bind the corporation.		
For a general partnership, a limited partnership, or a limited liability partnership:	All the general partners must sign the Agreement (a general partnership agreement is sufficient to establish the names of all general partners) unless the person signing the Agreement provides proof that he/she has authority to bind the partnership.		
For a limited liability company (LLC)	Copies of the following documents should be provided to establish who has authority to bind the LLC: (1) State Forms LLC-1 and LLC-12 if the company was formed in California; and (2) the operating agreement for the LLC – whether formed in California or another state.		
For a sole proprietor, or a sole proprietor doing business under another name:	Only the individual who owns the business can sign. Either a Fictitious Business Name Statement or a EBCE Business Tax Certificate is sufficient to establish the authority of an individual to bind a sole proprietorship.		

[signatures on following page]

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

ECOMOTION INCORPORATED
A California S Corporation

By _____
Title _____
Date _____

By _____
Title _____
Date _____ [MG1]

EAST BAY COMMUNITY ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Title _____
Date _____

APPROVED AS TO FORM:

EBCE Counsel

LIST OF EXHIBITS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: SCHEDULE

EXHIBIT C: CONSULTANT STAFFING

EXHIBIT D: SUBCONSULTANTS

EXHIBIT E: COMPENSATION/BUDGET

EXHIBIT F: INSURANCE REQUIREMENTS

Exhibit A**SCOPE OF WORK**

EcoMotion will work closely with EBCE to provide engineering and project development services to support procurement and construction of Solar and Solar + Storage systems at 150-200 critical municipal facilities in EBCE's service area. The overall project will consist of the following phases and is outlined in detail in the Key Activities description below.

Step 1a – Engineering Assessment	For specified sites, working with EBCE personnel and input from City facilities staff to: <ul style="list-style-type: none"> • Evaluate roof condition, assess facility structural integrity, and identify and point of connection for Solar and Solar + Storage systems per EBCE's proposed specifications • Per EBCE system specifications, identify any shading or other mechanical limitations of the proposed design • If roof, structural or electrical capacity upgrades are necessary at the site, provide a cost estimate of the improvement required
Step 1b – RFP design	Assist EBCE in the development of specifications for an RFP solicitation to contract a Solar and Solar + Storage vendor(s) for deployment and operations of proposed systems and evaluation of vendor(s).
Step 2 – Project and Construction Management	Provide oversight during project construction, commissioning, and initial operations.

Key Activities**Step 1a:**

- Conduct walkdown at each municipal facility to document/take measurements of site attributes as necessary to confirm EBCE Solar and Solar + Storage system sizing and configuration options.
- Evaluate structural integrity and requisite load-bearing capabilities of any structures in or on which Solar and Solar + Storage equipment would be installed, along with

informed cost estimation of any required structural improvements to enable system deployment.

- Evaluate potential interconnection options. This includes identification and preliminary cost estimation for any required electrical equipment, and potential upgrade costs.
- Determine Solar and Solar + Storage system sizing and associated validation of required space and capability to connect to facility electrical panel, along with identification and pricing of any required site electrical or other upgrades to support Solar and Solar + Storage system equipment.

Step 1b:

- Assist EBCE in providing specifications required to draft an RFP solicitation to select vendor(s) to deploy Solar and Solar + Storage systems at municipal facilities to enhance community energy resilience
- Assist in evaluation of bidders, contractors and subcontractor qualifications including evaluation of proposed equipment, pricing, and development timelines.
- Determine oversight activities for Step 2

Step 2:

- Project manage the development and construction of Solar and Solar + Storage systems including oversight of selected vendor(s) final design approval, permitting and interconnection activities. Liaise with EBCE staff, facility managers, vendor(s) on equipment delivery and timelines.
- Review engineering, procurement, and construction (“EPC”) designs at 50% and 90% design phases for civil, electrical, and local permitting viability
- Oversee EPC in delivery of projects to specification
- Review EPC milestones and advise on acceptance rejection
- Provide feedback and guidance on any change order requests
- Conduct periodic oversight activities as determined in Step 2 to ensure projects are deployed and function as specified
- Review commission plan and commissioning reports
- Work with EBCE staff, selected vendor(s), and municipal facility staff as necessary in the resolution of any technical problems that arise during project deployment

Additional Services:

Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead EBCE representative prior to commencement of any additional services.

Exhibit B

SCHEDULE

As directed by EBCE

Exhibit C

CONSULTANT STAFFING

Ted Flanigan, President

Michael Ware, Senior Solar Consultant

Jibade Sandiford, Solar Project Manager

Andrew Waddell, Solar Project Manager

Alizeh Siddiqui, Project Manager

Exhibit D

SUBCONSULTANTS

1. Point Energy Innovations

Peter Rumsey, Chief Designer

Alexis Karolides, Principal

Joe Wenisch, Principal

Adrienne Johnson, Associate

Avril Lasseur, Associate

Galen Wu, Project Engineer

Stephen Chapes, Project Engineer

2. KPFF Engineering

Staff engineers supervised by Blake Dilsworth

3. Blues Roofing

Staff roofing experts supervised by Tim Blue and Mike Greer

Exhibit E**COMPENSATION/BUDGET**

Compensation under this Agreement will be on an hourly basis, as follows;

EcoMotion	Project Director	Ted Flanigan	Eco-PD	\$245
	Senior Solar Specialist	Michael Ware	Eco-SSS	\$165
	Solar Program Managers	Jibade Sandiford, Andrew Waddell	Eco-SPM	\$135
	Program Manager	Alizeh Siddiqui	Eco_PM	\$105
Point Energy	Chief Designer	Peter Rumsey	CD	\$370
	Principal	Alexis Karolides, Joe Wenisch	P	\$290
	Associate	Adrienne Johnson, Avril Levasseur	A	\$220
	Project Engineer	Galen Wu, Stephen Chapes	PE	\$185
KPFF	Structural Engineering	Average rate	PD	\$135
	Roofing	Average rate	SSS	\$135
BLUES	Consultancy	Average rate	SSS	\$135

The maximum compensation under this Agreement is \$396,755.

Exhibit F

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Consultant must procure, and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000.00) per project or location. If Consultant is a limited liability company, the commercial general liability coverage must be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant must execute a declaration that it has no employees.

4) Professional Liability/Errors & Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Exhibit E must be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. Additional Insured/Additional Named Insured. The automobile liability policies must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional insureds. The commercial general liability policy must contain an endorsement naming EBCE, its officers, employees, agents and volunteers as additional named insureds.

D. Primary and Non-Contributing. The insurance policies required under this Agreement must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to EBCE. Any insurance or self-insurance maintained by EBCE, its officers, employees, agents or volunteers, will be in excess of Consultant's insurance and will not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Agreement will not prohibit Consultant and Consultant's employees, agents or Subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against EBCE.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by EBCE. At EBCE's option, Consultant must either reduce or eliminate the deductibles or self-insured retentions with respect to EBCE, or Consultant must procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant agrees not to cancel any insurance coverage during the Term. Consultant further agrees not to, reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement, without the prior written approval of EBCE. The commercial general and automobile liability policies required under this Agreement must be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to EBCE. If any insurance policy required under Agreement is canceled or reduced in coverage or limits, Consultant must, within two business days of notice from the insurer, phone and notify EBCE via electronic mail and certified mail, return receipt requested, of the cancellation of or reductions to any policy.

H. EBCE Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements of this Exhibit F, EBCE may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, EBCE may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant must promptly reimburse EBCE for any premium paid by EBCE or EBCE, in its sole discretion, may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant must furnish EBCE with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Agreement. The endorsements are subject to EBCE's approval. EBCE may request, and Consultant must provide complete, certified copies of all required insurance policies to EBCE. Consultant must maintain current endorsements on file with EBCE. Consultant must provide proof to EBCE that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant must furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant will not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify EBCE under Section 12 of this Agreement.

K. Subconsultant Insurance Requirements. Consultant's insurance coverage must include its Subconsultants or Consultant must require each of its Subconsultants that perform Work under this Agreement to maintain insurance coverage that meets all the requirements of this Exhibit F.



Consent Item 11

TO: East Bay Community Energy Board of Directors

FROM: Jessie Denver, Senior Distributed Energy Resources Manager,
Transportation Electrification and Community Energy Resilience

SUBJECT: Approve Resolution Suspending Procurement Requirements and
Authorizing and Delegating Authority to EBCE CEO to Procure Portable
Batteries for EBCE’s Medical Baseline Resilience Pilot Program from
Goal Zero

DATE: May 19, 2021

Recommendation

Approve a Resolution suspending procurement requirements and authorizing and delegating authority to the CEO to procure portable batteries sold and manufactured by Goal Zero for EBCE’s Medical Baseline Resilience Pilot Program, in an amount not to exceed \$140,000.

Background and Discussion

In 2019 and 2020 PG&E initiated Power Safety Power Shutoff events, cutting electric service to millions of people statewide. While grid outages can be inconvenient and expensive for residents and businesses, for individuals who rely on electricity-dependent medical equipment a grid outage can be life threatening. Over 10,000 EBCE customers are on a PG&E Medical Baseline rate. However, this total may not accurately capture all households with electricity-dependent individuals as registration in PG&E’s Medical Baseline program is not comprehensive.

In November 2019 EBCE’s Board of Directors approved a Resolution authorizing funding to develop a Medical Baseline Resilience Pilot Program (“Pilot Program”) for electricity dependent customers. Through this scope of work EBCE staff 1) assessed the potential scale of need in our service area, and 2) scoped a Pilot Program that will deliver a limited number of portable batteries and incentives to enhance resilience

for EBCE's eligible medical baseline customers. Specifically, staff completed the following activities during fiscal year 2020:

- Mapped medical baseline customers, medical baseline customers who are also on a CARE or FERA rate, electricity dependent medical devices, and High Fire Threat District 2/3 boundaries in Alameda County.
- Documented medical device electricity load, scoped portable battery technology readiness, cost, and paired solutions that will enhance safety for medical baseline customers.
- Scoped a Pilot Program that will provide a limited number of 1) no-cost portable batteries for EBCE's eligible medical baseline customers, and 2) incentives to reduce the cost of portable batteries for EBCE's eligible medical baseline customers.
- Presented scope of work findings and next steps to EBCE's Executive Committee on March 26, 2021.

Staff identified through the above scope of work that Goal Zero's Yeti 3000 portable battery is best suited for the Pilot Program. The Yeti 3000 battery specification states it can run for 1-2 days after charge from a standard electrical outlet in 25 hours. The battery is rated for 500 cycles to 80% of its original capacity and over 2000 cycles in its life cycle. The Yeti 3000 wholesale price is \$2400 and, based on available budget, EBCE intends to procure fifty (50) batteries from Goal Zero.

EBCE intends to work with Community Resources for Independent Living ("CRIL"), a not-for-profit community-based organization, to store and distribute the batteries described above to eligible customers on a first come-first served basis. Upon delivery of the battery to the homes of eligible customers, CRIL will assist the customer in setting up the battery and educate customers on how to safely operate and maintain the equipment. EBCE will establish a separate agreement for these services with CRIL.

EBCE plans to conduct direct email outreach regarding the Pilot Program to eligible income-qualified (CARE or FERA) customers who may also live in High Fire-Threat Districts 2&3 and are enrolled in PG&E's Medical Baseline program. Additional eligibility requirements include a reliance on medical equipment that operates on electricity to sustain life. Medical baseline customers who have previously received a portable battery through PG&E's Portable Battery Program will not be eligible for a no-cost battery or incentive through EBCE's pilot program.

EBCE's Procurement Policy requires a formal bidding process for expenditures for goods over \$100,000; however, it allows the CEO to suspend such requirements and allows the Board to suspend such requirements when justifiably in the best interest of EBCE. EBCE staff is requesting the Board suspend the requirement for a formal bidding process for this transaction with Goal Zero and approve the CEO's procurement of batteries directly from Ground Zero.

Fiscal Impact

The procurement of the Yeti 3000 batteries will be funded with \$140,000 from the previously approved Local Development Budget.

Attachments

- A. Resolution Suspending Procurement Requirements and Authorizing and Delegating Authority to the CEO to Procure Portable Batteries from Goal Zero for EBCE's Medical Baseline Resilience Pilot Program

RESOLUTION NO. __

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE EAST BAY COMMUNITY ENERGY AUTHORITY SUSPENDING PROCUREMENT REQUIREMENTS AND AUTHORIZING AND DELEGATING AUTHORITY TO THE CEO TO PROCURE PORTABLE BATTERIES FROM GOAL ZERO FOR EBCE'S MEDICAL BASELINE RESILIENCE PILOT PROGRAM

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, Under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020.

WHEREAS On July 18, 2018, the Board approved the Local Development Business Plan (“LDBP”) and budget. The LDBP identifies a series of local development early actions, outlines a series of policy principles, and defines a set of metrics to measure the impact on EBCE’s service area.

WHEREAS in November 2019 EBCE’s Board of Directors approved a Resolution authorizing funding to develop a Medical Baseline Resilience Pilot Program (“Pilot Program”) to enhance resilience for EBCE’s eligible medical baseline customers during power outages.

WHEREAS through the Pilot Program EBCE intends to provide a limited number of 1) no-cost portable batteries for EBCE’s eligible medical baseline customers, and 2) incentives to reduce the cost of portable batteries for EBCE’s eligible medical baseline customers.

WHEREAS Goal Zero, LLC. (“Goal Zero”) is a portable battery manufacturer with the product option identified by EBCE staff through their project development analysis as best suited for use in the Pilot Program.

WHEREAS EBCE’s Procurement Policy requires a formal bidding process for expenditures for goods over \$100,000; however, it allows the CEO to suspend such requirements and allows the Board to suspend such requirements when justifiably in the best interest of EBCE.

WHEREAS EBCE staff requests the Board suspend the requirement for a formal bidding process under the Procurement Policy for the transaction with Goal Zero and approve the CEO’s procurement of batteries directly from Goal Zero, in order to procure the batteries best suited for the Pilot Program and to launch the Pilot Program before the beginning of the next fire season.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Board finds that the Pilot Program will enhance resilience for EBCE's eligible medical baseline customers.

Section 2. The Board finds that it is in the best interests of EBCE and its customers to suspend the formal bidding process under the Procurement Policy and approve the CEO's procurement of batteries directly from Goal Zero in order to support the Pilot Program.

Section 3. The Board authorizes suspending the formal bidding process under the Procurement Policy and authorizes and delegates authority to the CEO to procure fifty (50) portable batteries from Goal Zero in an amount not to exceed \$140,000 for purposes of distributing the batteries to EBCE's eligible medical baseline customers through the Pilot Program.

ADOPTED AND APPROVED this 19th day of May, 2021.

Dan Kalb, Chair

ATTEST:

Adrian Bankhead, Assistant Clerk of the Board



CEO Report Item 12

TO: East Bay Community Energy Board of Directors

FROM: Nick Chaset, Chief Executive Officer

SUBJECT: CEO Report (Informational Item)

DATE: May 19, 2021

Recommendation

Accept Chief Executive Officer (CEO) report on update items below.

Executive Committee Meeting

The Executive Committee Meeting was held on Friday, April 30, 2021. Members received an update of Utility Customer Debt Relief efforts and an update on Regulatory and Legislative matters. The next Executive Committee Meeting will be held on Friday, May 28 at noon.

Finance, Administration and Procurement Subcommittee Meeting

The Finance, Administration and Procurement Subcommittee Meeting was held on May 7, 2021. Members received an update on the Prepay Transaction, a preview of the current state of the Draft Budget and a presentation about Alameda County and Tracy-based community banks. The next Finance, Administration and Procurement Subcommittee Meeting will be held on Friday, July 9 at noon.

Marketing Regulatory and Legislative Subcommittee Meeting

A Special Marketing Meeting was held on May 11, 2021. Members reviewed and gave feedback on partnership opportunities and gave direction specific to the Roots SC Partnership. The Marketing, Regulatory and Legislative Subcommittee is scheduled to meet at noon on the following dates: Thursday, August 5, Friday, October 8 and Wednesday, December 1.

Special Board Retreats

A Special Board Retreat was held on May 5, 2021. Members received an update regarding Power Procurement activities and initiatives. Topics included overviews of energy markets, key compliance rules and energy risk management.

June: The Public Policy Special Board Retreat will be held on Wednesday, June 9 at 1:30pm.

July: The Marketing Special Board Retreat will be held on Wednesday, July 7 at 12pm.

Marketing and Account Services Update

New Communities Enrollment Statistics

The follow table represents enrollment statistics as of May 10, 2021.

	Number of Opt Outs	Percentage of Jurisdiction Accounts
Newark	401	2.11%
Pleasanton	1119	3.15%
Tracy	1718	4.40%
TOTAL	3238	3.46%

Notification

The third required customer notification will be mailed or emailed throughout April, and the fourth and final notice sent in May. Copies of the hard copy notices can be found at <https://ebce.org/documents-and-resources/> under Customer Enrollment Notifications.

Time of Use Transition

Residential E1 customers in Alameda County will transition to the new Time of Use rate, TOU-C, in May. Three webinars were held in April in conjunction with PG&E. Webinars were in English, Cantonese, and Spanish and were held on April 15, April 16, and April 20. Additionally, EBCE sent over 26,000 email notifications to customers that analysis showed would see an increase in cost based on the default transition.

Other Items

- EBCE released an Earth Day video featuring Oakland local, Johannes Harish, of the Oakland Roots SC. Found here: <https://www.youtube.com/watch?v=MhogUeBpApQ>
- Pages were added to the website to provide information on Financial Assistance. Found here: <https://ebce.org/customer-assistance/>
- EBCE issued its Statement Against Anit-Asian Racism. Found here: <https://ebce.org/news-and-events/ebce-statement-against-anti-asian-racism/>
- The latest round of hyperlocal sponsorships were awarded to 9 local organizations including:

Organization	Location	Summary
Community Kitchens	Oakland	To purchase hot meals from local restaurants to distribute to unhoused community.
Hayward Chamber of Commerce	Hayward	To host a shredding and recycling event for local businesses
Housing Consortium of the East Bay	Oakland	To provide solar power to homeless encampments and safe parking sites
Hively	Pleasanton	To provide low-income families with a month's supply of diapers and wipes
Local Ecology and Agriculture Fremont (LEAF)	Fremont	To install an automatic irrigation system for the newest LEAF Food Garden.
Castro Valley Independent Sports League	Castro Valley	To fund the electronic health screener for players and coaches. Injureefree (iF) COVID safety

We Love Pi	Fremont	To buy hardware for the robot and register team for robotics competitions
Roots of Success Environmental Literacy and Work Readiness Program	Berkeley	To provide teaching materials free of charge to teachers and staff in East Bay schools, job training programs, and reentry programs
Sunflower Hill	Pleasanton	To support Sunflower Hill's Cooking Class Program, which provides a wide variety of programming for chefs of all ability levels and is specifically designed for adults with IDD



Staff Report Item 14

TO: East Bay Community Energy Board of Directors
FROM: Howard Chang, Chief Operating Officer
SUBJECT: Prepay Transaction (Informational Item)
DATE: May 19, 2021

Recommendation

Receive an overview of energy prepay transactions and an update on the preparation for a prepay.

Background and Discussion

Prepay Overview:

An energy prepayment - or 'prepay' - is a long-term financial transaction available to municipal utilities and tax-exempt entities such as CCAs that enables a meaningful power procurement cost savings opportunity. Utilizing the municipal bond market, a tax-exempt Load Serving Entity (LSE, also called "Prepay Buyer") and a taxable financial counterparty (bank, called "Prepay Supplier") enter into a 30-year agreement through which the LSE assigns existing power supply contracts to the Prepay Supplier. The Prepay Supplier pays the contract price to the PPA provider, while the LSE pays the Prepay Supplier at a discounted rate. The discounted rate is agreed upon in the prepay documents and is based in part on the spread between the taxable and tax-exempt bond interest rates. The market availability of this interest rate spread is critical to the savings opportunity available to an LSE through a prepay.

Tax-exempt bonds are issued by a third-party conduit to raise funds for the prepay transaction, which flow to the Prepay Supplier. The LSE does a limited assignment of the PPA to the Prepay Supplier. The LSE is required to continue to perform under the contract, while maintaining rights to the electricity and attributes under the PPA. The Prepay Supplier utilizes the bond funds and provides a discount on the PPA to the LSE based on the spread between the taxable and tax-exempt rates. The discount is estimated at 5-15% but is subject to change based on market conditions. The bonds are also repriced and reissued every 5-7 years to optimize the spread over the 30-year

life of the transaction. This process exists to maximize the available discount over the 30 years.

The total combined notional value of the assigned contracts flowing through the prepay over the 30 years is typically in the range of \$600-\$800MM, though may be higher dependent upon the California bond market appetite; these contracts can be long-term renewables PPAs or commodity supply contracts. While the contracts are assigned to the Prepay Supplier, the LSE continues to ultimately take and pay for all the energy and attributes delivered through the contract; all other terms of the PPA remain unchanged. If the prepay program terminates early for any reason - either the Prepay Supplier or the LSE fail to perform - the LSE forgoes future savings and the assigned PPA is put back completely to the LSE.

Two key features of the municipal bonds utilized in a prepay greatly reduce risk to the LSE. First, the bonds are non-recourse to the LSE, meaning they are neither secured nor guaranteed by the LSE; in other words, EBCE will at no point be responsible for repaying the bonds. Secondly, prepays are off balance sheet for the LSE as the bonds are issued by a third-party conduit.

Ultimately, prepays are employed to save ratepayers money while maintaining both (a) the economics for the PPA provider and (b) the terms of the energy supply contract. They have been used for natural gas transactions in the US since the early 1990s, with over 90 transactions completed nationwide (\$50+ Billion) and 11 transactions completed in California (\$5.7 Billion). The same tax law¹ and similar transaction structure that enables the natural gas prepays enables the program for electricity, and specifically renewables contracts, creating an opportunity for CCAs to provide renewable energy at a lower cost than the IOU competition.

Solicitation Processes:

EBCE and Silicon Valley Clean Energy (SVCE) jointly issued a solicitation in November 2019 to identify potential Prepay Suppliers, through which Morgan Stanley was shortlisted and selected. The two CCAs also jointly issued a solicitation in June 2020 for the counsel roles, through which Orrick, Herrington & Sutcliffe and Chapman & Cutler LLP were selected. Both firms have significant experience representing parties on prepay transactions since the market inception in the 1990s, and both firms are industry leaders in serving the roles for which they've been selected for the EBCE-SVCE prepay. Lastly, to advise on this complex financial structure and to ensure compliance with Municipal Securities Rulemaking Board (MSRB) requirements, EBCE and SVCE issued a solicitation for a municipal financial advisor in September 2020, through which PFM Financial Advisors was selected. PFM also supported staff in the scoping, issuance, and interviews for the Prepay Supplier solicitation.

¹ Codified in US Tax Law. Since first prepayments of natural gas were done in the early 1990s, the IRS issued rules allowing tax-exempt prepayments and Congress enacted legislation specifically allowing the transactions (National Energy Policy Act of 2005; Section 1327).

Prepay Parties:

The prepay transaction requires the selection and involvement of multiple parties. Names and functions are as follows:

Prepay Buyer: East Bay Community Energy and Silicon Valley Clean Energy, jointly

- Role: Provide energy contracts to flow through prepay

Prepay Seller: Morgan Stanley

- Role: Structure transaction and pay contract price to PPA provider
- *Note: No legal obligation or liabilities are being entered into currently; approval of counsel allows EBCE to negotiate documents with Morgan Stanley for which staff will later return to the Board for approval of the official prepay transaction and associated bond issuance.*

Financial Advisor: PFM Financial Advisors, LLC

- Role: Advise Prepay Buyer in negotiations

Bond Counsel: Orrick, Herrington & Sutcliffe

- Role: Represent bondholders

Tax Counsel: Orrick, Herrington & Sutcliffe

- Role: Provide tax opinion on transaction

Issuer's Counsel (*also known as Prepay Counsel or Prepaid Counsel*): Chapman & Cutler LLP

- Role: Represent issuer's interests, supporting drafting and negotiating terms of prepay agreement and associated energy supply agreements

Disclosure Counsel: Chapman & Cutler LLP

- Role: Prepare Official Statement / Prospectus

Bond Issuer: California Community Choice Financing Authority JPA

- Role: Issue municipal bonds for prepay
- *Note: This is the JPA of which the EBCE Board approved formation and membership in the April 2021 regular board meeting. It will initially consist of the four Founding Members of EBCE, SVCE, Marin Clean Energy, and Central Coast Community Energy.*

Timeline:

Since Fall 2020, staff has been working with SVCE, PFM, and counsel on structuring a prepay transaction and negotiating documents with Morgan Stanley. Documents should be prepared for a deal execution in the coming months, seeking Board approval as soon as June.

Two factors may delay or extend this timeline, however. First, market conditions must enable a meaningful spread between taxable vs. tax-exempt bond interest rates to achieve the discounts we are seeking. The marketing and execution of the prepay will be dependent upon the appropriate market conditions which have started to improve after nearly a year. Second, power contract assignment consents will need to be executed by PPA providers. Once the transaction structure is determined, staff will identify contracts to assign and go to the respective counterparties for assignment

consent; should the counterparties be slow to consent, this could extend the timeline of deal execution.

Financial Impacts

There are no financial impacts associated with this informational item.

It is important to note, however, the financial benefit available through the prepay. It is estimated to achieve an 5-15% discount per year on power quantities delivered under the structure, compared to the assigned contracts. The savings are net of all the transaction fees, fees which are also contingent on the deal closing. The exact discount will be dependent on the spread between taxable and tax-exempt debt rates. While savings are not guaranteed in the structure, there is no negative financial impact associated if the deal does not produce targeted savings levels.

The specific details of the prepay agreement currently being negotiated with Morgan Stanley will be brought to the Board when staff seeks approval of the transaction.

Attachments

- A. Presentation

MAY 19, 2021

Prepay Transaction Overview



- An energy prepayment is a long-term non-recourse financial transaction between a tax-exempt Load Serving Entity (LSE) and a taxable financial counterparty (bank, called “Prepay Supplier”) utilizing the municipal bond market.
 - Bond notional is expected in the ~\$600MM-\$800MM range
 - LSE utilizes prepay in order to lower customer energy costs
- Municipal utilities (and tax-exempt entities such as CCAs) in the US can prepay for a supply of electricity or natural gas from a taxable entity and fund that prepayment with tax-exempt municipal bonds. The LSE must sell the commodity to their retail end-users residing within their traditional service area.
 - This structure is well known and regularly used for gas and is now being applied towards renewables PPAs and source specified power contracts
 - Codified in US Tax Law. Since first prepayments of natural gas were done in the early 1990s, the IRS issued rules allowing tax-exempt prepayments and Congress enacted legislation specifically allowing the transactions (National Energy Policy Act of 2005; Section 1327)

Prepay Overview

Structure:

- Term: Typically 30-year term with repricing periods every 5-7 years due to the optimal taxable vs. tax-exempt spreads
- Transacting Parties:
 1. Tax-exempt Load Serving Entity (LSE, also called “Prepay Buyer”) - EBCE
 2. Taxable financial counterparty (bank, called “Prepay Supplier”) - Morgan Stanley
- Process:
 1. Prepay Supplier is assigned the existing energy supply contract(s) held by LSE through a limited assignment agreement
 2. Municipal bonds issued by conduit, amounting to combined notional value of assigned contracts
 3. Prepay Supplier pays the contract price to PPA Seller, immediately transferring all electricity and attributes to LSE
 4. LSE pays the Prepay Supplier at discounted rate, achieving procurement cost savings
- Takeaway: Prepay Supplier is effectively the energy supplier and is prepaid for future energy deliveries. The prepay supplier holds and utilizes capital and provides a discount to the Prepay Buyer that is enabled via the spread between the taxable and tax-exempt borrowing costs.

Benefits:

- Lower energy procurement costs: Savings over 30-year term estimated to be 5-15% per year on power quantities delivered under prepay, compared to spot market purchases and current contracts; subject to change based on market conditions at the time that the bond is issued.

Risks:

- Regulatory: Addressing risks related to compliance with RPS, SB350, and Emissions Performance Standard (eg. retaining the 10-year long-term contracting requirement)

Joint Prepay Buyer: Silicon Valley Clean Energy

- EBCE and SVCE issued the RFP together, are preparing a joint transaction in which both CCAs assign contracts, share costs and benefits

Counsel: Orrick, Herrington & Sutcliffe (Bond & Tax) | Chapman & Cutler LLP (Disclosure & Issuer's)

- Both firms selected through solicitation issued June 2020

Prepay Supplier: Morgan Stanley

- Selected through solicitation issued November 2019

Municipal Financial Advisor: PFM

- Selected through solicitation issued September 2020

Bond Issuer: California Community Choice Financing Authority

- 3 of 4 Founding Members have received Board approval for JPA formation (EBCE, MCE, SVCE)
- 3CE seeking Board approval mid-May

Key Elements of a Prepay Transaction

Power Contract Assignment:

- Existing renewable/power PPAs are assigned to the taxable Prepay Supplier. The LSE continues to **take and pay** for energy and attributes delivered through the contract at a discount.
- The assignment is a limited assignment of rights and energy products whereby the LSE continues to serve as scheduling coordinator to the extent applicable and all operational requirements continue to remain.
- All other terms of the PPA are unchanged.
- If the prepay program terminates early, Prepay Supplier fails to perform, or LSE fails to perform, the LSE forgoes the future savings and the assigned PPA contract is put back to the original LSE.

Debt:

- Non-Recourse: Prepays utilize non-recourse municipal bonds and are **not** secured or guaranteed by the referenced entity (i.e. the CCA). Rather the debt is recourse to the Prepay Supplier. This significantly protects the CCA and mitigates risk related to the payment of power contracts novated through the prepay.
- Off Balance Sheet for LSE: Bonds are issued by a municipal bond conduit.

Prepay Sizing and Discount

- The total bond notional may be as high as \$1.5bn and will be dependent on the CA bond market appetite. The expected notional is in the \$600-800MM range.
 - EBCE will seek the maximum bond raise while maintaining the optimal bond rates
 - The amount represents the present value of the PPA cashflows over the 30-year life of the transactions
- This initial transaction is being split between SVCE and EBCE and will amount to approximately \$12-16MM of annual procurement costs running through the prepay and translate to \$1.2-1.6MM of annual savings for each CCA.
 - The transaction assumes an increase in the cashflows running through the prepay over the 30-year life reaching \$20-25MM in annual procurement costs running through the prepay by the end of the transaction.
 - As the transaction moves forward, the arbitrage value goes down since the present value benefits reduce with a shorter remaining tenor. The future discount rates will be reset every 5-7 years and be dependent on future bond market conditions, but this puts downward pressure on the future discounts.
 - There is a negotiated minimum discount that, if not met by the Prepay Supplier, allows the LSE a walkaway right.
- Ultimately the discount is established by the spread between taxable and tax-exempt rates and deducts all transaction related costs, which include fees associated with bond underwriting, counsel (bond, disclosure, underwriter's, prepay), financial adviser, swap counterparty, credit rating, etc.
- 5-7 years is the optimal bond spread tenor currently. Maintaining this spread over a 30-year transaction life maximizes the available discount. This requires a repricing and re-issuance of bonds every 5-7 years. This allows for a re-pricing and a reset of the discount rate. In general, a high interest rate environment will lead to a higher discount rate.

Prepaid Agreement

- Details the flow of power and payments between the parties (Prepay Supplier, conduit issuer, and the CCA)
- Lines out all scenarios in which the deal might terminate early
- Similar terms to Power Supply Contract

Repricing Agreement

- Sets forth terms for remarketing, repricing for future interest rate periods

Power Supply Contract

- Sets forth terms for which CCAs receive energy for 30-year terms
- 1 of 2 documents signed by CCAs directly

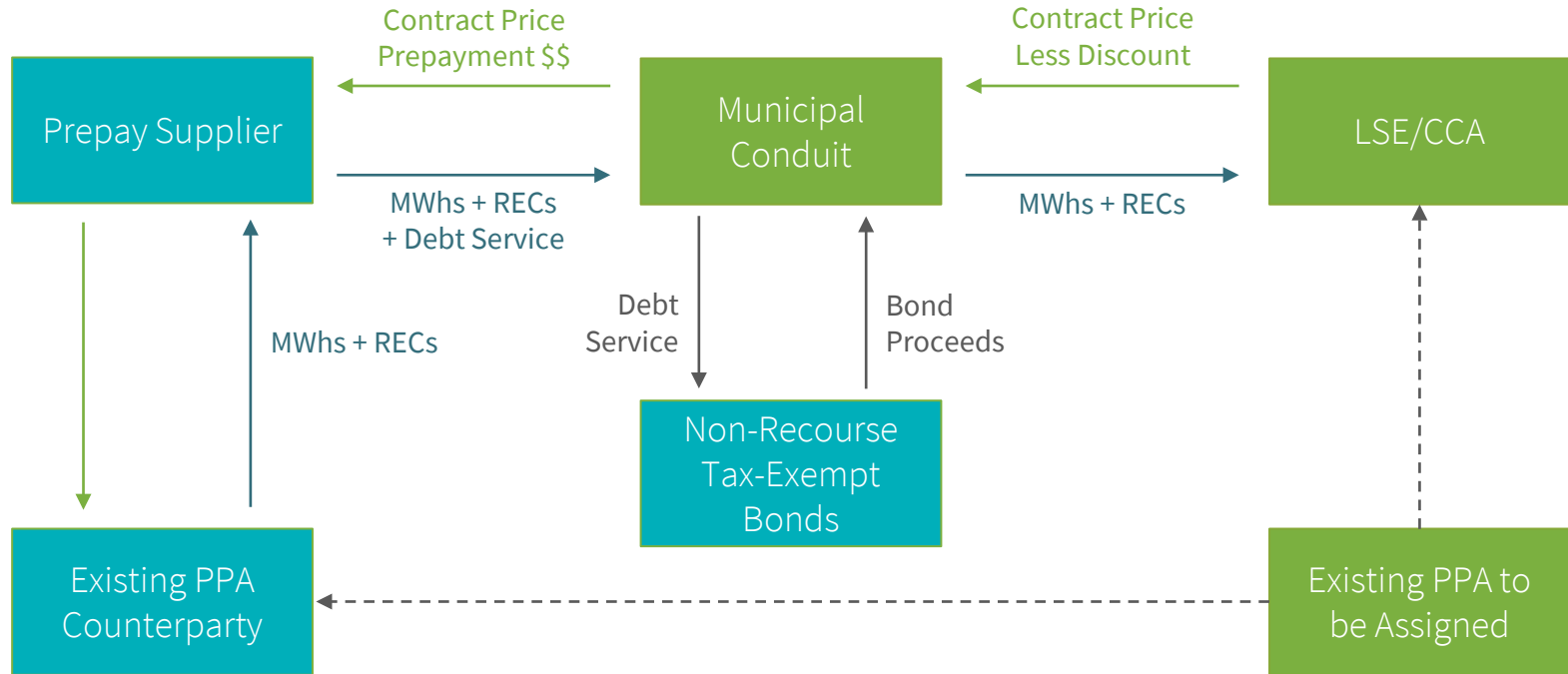
Letter Agreement

- Sets out terms for future assignments by CCAs
- 1 of 2 documents signed by CCAs directly. Signed by Prepay Supplier, CCAs, and CCCFA (conduit issuer JPA)

Commodity Swap Documents

- Documents pursuant to which the price of the commodity is hedged with a 3rd-party swap counterparty (to insulate transaction from market variations)
- Dormant for initial bond period, but turns on when transaction moves from fixed to floating pricing after initial period

Prepay Structure



- Savings over the 30-year term expected to be 5% - 15% per year on power quantities delivered under the prepay structure compared to spot market purchases / current contracts. Discount rates may fluctuate up or down in future years.
- EBCE can continue to enter into similar transactions in future years to increase procurement cost savings. It is foreseeable that EBCE enters into 5-10 prepay transactions to achieve annual savings of \$10-20MM. The limitations are based on the bond market investor appetite, market conditions with meaningful taxable and tax-exempt spreads, and the available headroom to ensure that EBCE will have the procurement related costs to safely assign in for a 30-year transaction life.
- Favorable risk allocation where EBCE only pays for energy that is delivered (same as contracts today)
- Debt is non-recourse to EBCE
- Rating agencies comfortable with comparable deals at SMUD, SCPPA, others

- If this transaction does not materialize: Loss of out-of-pocket costs \$25-50k and staff time
 - Consultants all contingent on successful deal
 - Consultants are all paid from deal proceeds vs. EBCE directly
- Opportunity cost of higher savings through a prepay transaction or alternative structure initiated at a different time
- Regulatory risk related to reclassifying a long-term PPA as a short-term PPA, making it ineligible for SB350 qualification
- Political risk associated with a transaction collapsing due to non-compliance to tax codes

November 2019 through September 2020:

- Got enabled with legal and advisory representation
- Began structuring and document negotiations with Morgan Stanley

Oct. – June 2021:

- Continued document negotiations, preparation
- Identification and preliminary assignment discussion of power supply contracts
- Documents ready to execute in June/July timeframe

Bond raise and initiation of prepay could occur anytime in next 3-6 months

Factors That May Impact Timing:

- Markets: Taxable vs. tax-exempt spreads need to exist in a meaningful way to achieve discounts we are seeking, and current rate environment is not optimal though market conditions are rapidly improving. Important to get docs in place to be able to transact quickly when markets open back up, though market conditions could delay timeline of deal execution.
- Assignment Consents: Still need to identify commodity transactions for assignment, and timeliness of consents could extend the timeline of deal execution.

- Nationwide: 90+ municipal transactions
 - \$50+ Billion combined notional contract value
- California: 11 municipal transactions
 - \$5.7 Billion combined notional contract value
- Active Suppliers: Goldman Sachs, Morgan Stanley, Royal Bank of Canada, Citi, TD Securities
 - All investment grade rated financial institutions
- Resource Types:
 - Majority of transactions to date have been exclusively for natural gas, remainder including an electricity ‘switch’ at a certain year.
 - The same tax law and similar transaction structure enables the program for electricity from renewables contracts, as well. The market is seeing activity and preparation for these transactions, particularly from CCAs.



Staff Report Item 15

TO: East Bay Community Energy Board of Directors

FROM: Melissa Brandt, Senior Dir. of Public Policy and Deputy General Counsel

SUBJECT: Approval of Legislative Position (Action Item)

DATE: May 19, 2021

Recommendation

Take a “support” position on Senate Bill (“SB”) 68 (Becker).

Background and Discussion

In July 2018 the EBCE Board approved a Legislative Program which outlined three general legislative principles and five more specific public policy positions, as well as guidance for legislative policy coordination. The following recommended bill position aligns with the guidance in EBCE’s Legislative Program.

SUPPORT: SB 68 (Becker) would require California Energy Commission (“CEC”), in consultation with other state agencies, to develop a guide for overcoming barriers to electrification of buildings and installation of electric vehicle (“EV”) charging equipment. The bill would authorize the CEC in implementing the Electric Program Investment Charge (“EPIC”) grant program to also award funds for projects that reduce the costs of building electrification, including by reducing or avoiding the costs of expanding electrical service and electrical panel upgrades for existing buildings. Additionally, SB 68 would require the California Public Utilities Commission (“CPUC”) to specify reasonable timeframes for when an investor-owned utility (“IOU”) must complete an electrical service upgrade. The IOU would then be required to publish the timeframes on its website and annually report to the CPUC on its performance in meeting the established timeframes. In cases where the IOU does not meet the timeframe established by the CPUC, the IOU would have to report back to the CPUC and the building owner with reasons for the failure and the expected completion date.

SB 68 aligns well with EBCE’s legislative principle of Accelerating Decarbonization, as the legislation is designed to enable higher levels of building decarbonization through

supporting increased electrification. Furthermore, by putting more regulatory pressure on the IOUs to complete electrical service upgrades in a timely manner, the bill is likely to accelerate both building electrification and deployment of additional distributed energy generation and energy storage systems.

Fiscal Impact

SB 68 may result in additional CEC EPIC funding for projects that will benefit electricity ratepayers and lead to technological advancements to reduce the costs of building electrification.

Attachments:

- A. May 19, 2021 Legislative Update

MAY 19, 2021

Legislative Update



Legislative Highlights

Attachment Staff Report Item 15A

- SB 612
- Recommended Bill Positions
- Update on Bills EBCE is Supporting

Update on SB 612

Attachment Staff Report Item 15A

- Amended on 4/26 in accordance with cmte recommendations
- Passed out of Senate Energy, Utilities, and Communications Cmte on 4/26
 - Opposition includes PG&E, SCE, The Utility Reform Network (TURN), and the Coalition of Utility Employees (CUE)
 - Several members with “yes” votes indicated concern about the bill and/or CCAs more generally
- Currently in Appropriations Cmte (hearing 5/17), then moves to Senate Floor (1st house)
- If SB 612 passes out of the Senate, it will then move to the Assembly (2nd house) Utilities & Energy Cmte

Recommended Bill Position

Attachment Staff Report Item 15A

Bill #	Author	Description	Sponsor	Status	Recommended EBCE Position
SB 68	Becker	Requires CEC to develop guide for overcoming barriers to electrification of buildings and installation of EV charging equipment. Authorizes CEC EPIC \$ for reducing costs of building electrification. Requires the CPUC to specify reasonable timeframes for when an IOUs must complete an electrical service upgrade, and for the IOU to publish the timeframes on its website and annually report to the CPUC on its performance in meeting the timeframes. In cases where the IOU does not meet the timeframe established by the CPUC, the IOU would have to report back to the CPUC and the building owner with reasons for the failure and the expected completion date.	Author-sponsored	Sen Approps Cmte 5/17	SUPPORT

Adopted Bill Positions – Assembly

Attachment Staff Report Item 15A

Bill #	Author	Description	Sponsor	Status	EBCE Position
AB 33	Ting	Requires CEC to provide grants and loans to local governments to maximize energy use savings and expand installation of energy storage and availability of transportation electrification infrastructure.		Asm Approps Cmte 5/12	SUPPORT: letter to be sent to Asm floor
AB 427	Bauer-Kahan	Requires CPUC to establish rules governing the intersection of demand response, energy storage including customer-sited distributed generation plus storage, and RA.	CalSSA	Asm Approps Cmte 5/12	SUPPORT: letter sent 3/31
AB 525	Chiu	Requires CEC to develop plan to achieve 10,000 MW offshore wind by 2040; requires CPUC to include offshore wind in IRP.	ACPA	Asm Approps Cmte	SUPPORT: letter sent 3/31
AB 843	Aguiar-Curry	Allows CCAs to enter into Bioenergy Market Adjusting Tariff (BioMAT) contracts and recover related costs through the existing nonbypassable charge for the BioMAT program.	Marin Clean Energy	Asm Approps Suspense File	SUPPORT: letter sent 3/31
AB 1087	Chiu	EJ Community Resilience Hubs. Reallocates funding from CA Climate Credit towards streamlined grant program run by third-party administrator for climate resiliency improvements to buildings that constitute community hubs.	APEN, CEJA, NRDC	Asm Approps Cmte 5/12	SUPPORT IF AMENDED: drafted amendments; sponsors rejected
AB 1239	Ting	Requires investigation into causes of demand response market failures and why demand response is not reaching its potential; recommendations to ensure market failures not repeated. Recommendations to CPUC to revise policies governing demand response resources. CEC and CAISO to develop initiatives to achieve all cost-effective demand response by 2030.	California Efficiency + Demand Management Council	2-year bill: Asm U&E Cmte	SUPPORT
TBD	Ting	Budget bill – not yet in print. Reallocates unused funds from the New Solar Homes Partnership Program and applies them to two new programs to be administered by the CEC for residential building decarbonization efforts and grants to local governments to adopt automated permitting systems to support reducing home GHG emissions.	NRDC	Being prepared for June budget pkg	SUPPORT: signed on to coalition as supportive

Adopted Bill Positions – Senate

Attachment Staff Report Item 15A

Bill #	Author	Description	Sponsor	Status	EBCE Position
SB 31	Cortese	Requires CEC to identify/implement programs to promote existing & new building decarb. Would authorize expending fed funds for these projects. Would require CEC under EPIC to award funds for projects benefiting electric ratepayers & leading to development of building decarbonization technologies and investments to reduce GHG in those bldgs.	Author-sponsored	Sen Approps Suspense File	SUPPORT
SB 52	Dodd	Expands sudden and severe energy shortage definition to include deenergization events, constituting state of emergency and local emergency.	Napa Cty Board of Supervisors	Assembly – 2 nd house	SUPPORT: letter to be sent to Asm cmte
SB 99	Dodd	Community Energy Resiliency Act of 2021. Requires the CEC to develop and implement a grant program for local govts to develop community energy resilience plans.	The Climate Center	Sen Approps Suspense File	SUPPORT: letter sent 4/14
SB 345	Becker	Requires the CPUC to establish common definitions of nonenergy benefits, incorporate into DER programs and projects, and track nonenergy benefits produced in DER program evals.	Author-sponsored	Sen Approps Suspense File	SUPPORT: letter to be sent to Asm cmte
SB 551	Stern	Establishes California EV Authority in the Governor's office, responsible for coordinating state agency activities to deploy EV and zero emission charging infrastructure, create funding/financing tools to support deployments, prioritize equity	LACI, TEP	Sen Approps Cmte 5/17	SUPPORT: letter sent 3/31
SB 589	Hueso	Requires CEC to identify workforce development and training resources needed to meet EV charging infrastructure goals.	Author-sponsored	Sen Approps Suspense File	SUPPORT
SB 612	Portantino	Requires electrical corporations to annually offer for the following year an allocation of each product arising from legacy resources that departed load customers currently bear cost responsibility for through the PCIA. Requires the CPUC to recognize and account for the value of all products in the legacy portfolio in determining the PCIA.	CalCCA	Sen Approps Cmte 5/17	SUPPORT: letter sent 3/1



Staff Report Item 16

TO: East Bay Community Energy Board of Directors
FROM: Annie Henderson, VP Marketing & Account Services
SUBJECT: Partnership Opportunities and Oakland Roots SC (Action Item)
DATE: May 19, 2021

Recommendation

Receive a presentation that provides an overview of partnership opportunities and authorize the CEO to negotiate and execute an agreement to sponsor the Oakland Roots Sports Club as the official Climate Justice partner.

Background and Discussion

At the April Board of Directors meeting, staff presented details on a partnership opportunity with the Oakland Roots Sports Club. The voted against authorizing the CEO to enter into the agreement at that time and recommended that the item go back to the Marketing subcommittee for further discussion.

The Marketing Subcommittee met on May 11, 2021 and supported staff bringing this item back to the board in light of the additional information provided.

The following presentation provides context to the information shared last month, as well as the thought process around potential partnerships, and updated details on the Roots partnership opportunity.

Financial Impacts

The recommended partnership level is for three years at a total of \$125,000 per year.

- FY 20/21 - Already committed \$50k
- FY 20/21 - Additional commitment of \$75k
- Next two years - \$125k/year

This amount is incremental to other marketing efforts and would not decrease the budget for other on-going activities such as local sponsorships, email campaigns, social media advertising, and other outreach activities.

Attachments

- A. Roots Partnership Presentation

MAY 19, 2021

Partnership Opportunities and Recommendation of Oakland Roots SC



Staff Recommendation

- Receive presentation on **overall partnership opportunities** and thought process *(in follow up to last month's presentation)*
- Authorize the CEO to **negotiate and execute an agreement with Oakland Roots SC** for a 3-year partnership

Why are we looking for a partnership?

Background/Context

2018

- Initial **Launch** in June and November
- Automatically gained 550,000 customers

- Customer notices
- Awareness campaign
- Event outreach

2019-2020

- Focus on customer **retention**
- Establishing foundational marketing collateral
- Building social media platform and digital communications
- Building networks through municipal channels and community organizations
- Brand building

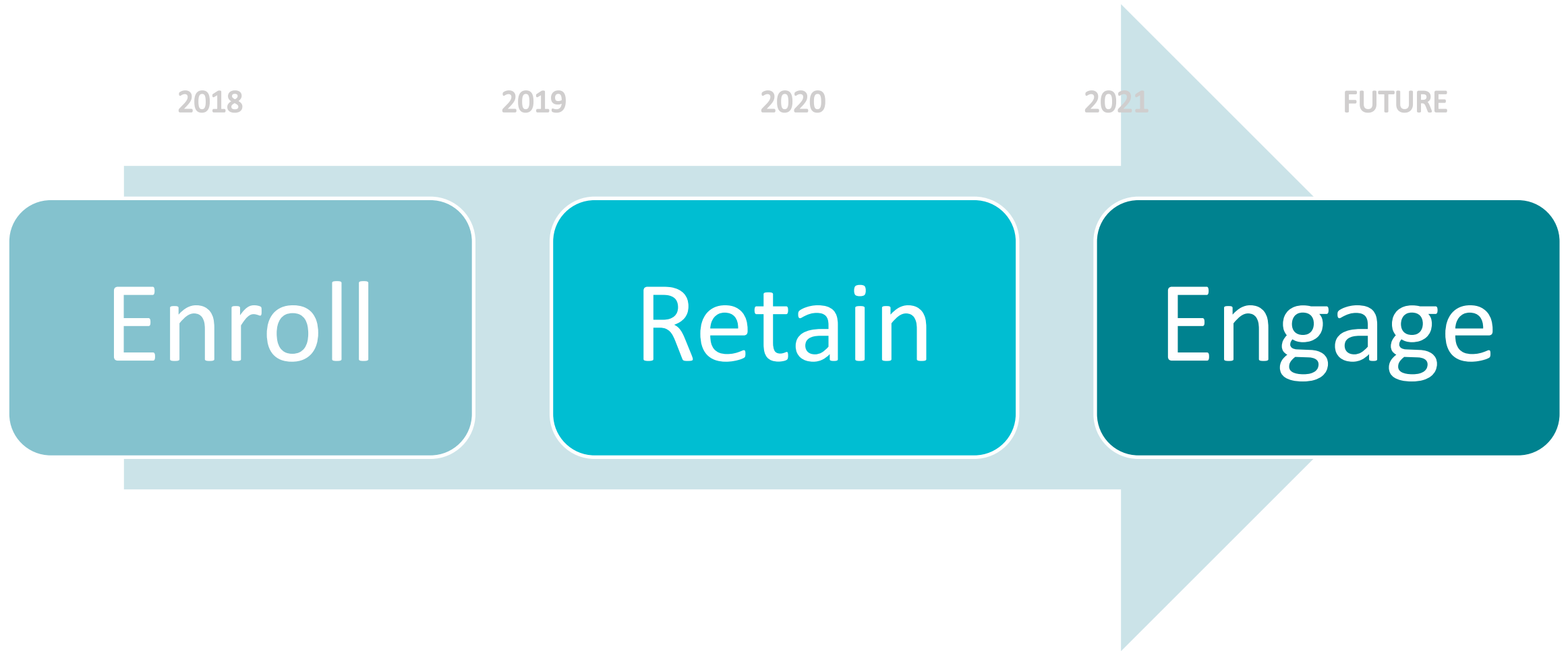
- Local sponsorships
- Facebook, Twitter, Instagram, LinkedIn, Nextdoor
- Granicus email platform set up

2021 & Beyond

- **Call to Action:** Opt up, CARE enrollment, Program participation
- **Engagement** through direct marketing to specific customer segments

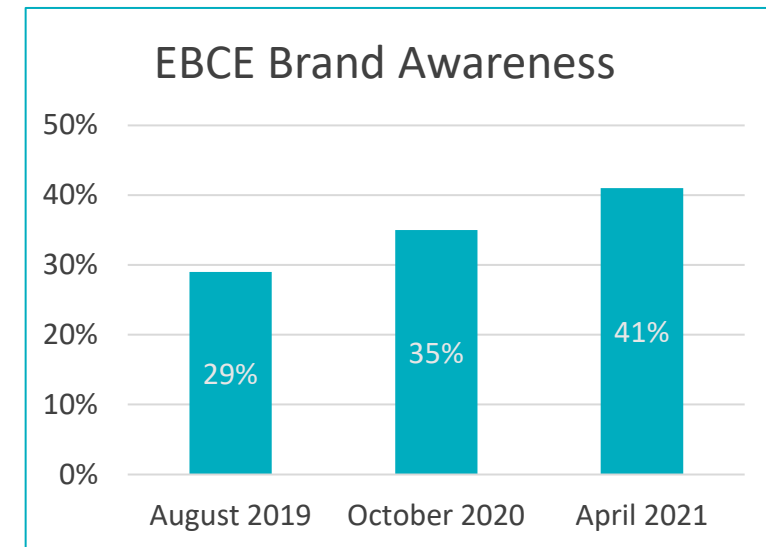
- Working with consultants on assessment
- Program partner campaigns (Sunrun, OhmConnect)

EBCE Marketing Evolution



Current Marketing Challenge

- Growing but still **low brand awareness**
- **Urgent call to action** related to utility debt
 - *CARE, AMP, & ERAP enrollment*
- Need for **trusted partners** to get the word out
 - *Recent focus group results recommend strategic partnerships*



Current Marketing Objective

- Partner with a **local organization/institution/company** that has networks throughout our service territory
- Use partnership to
 - Expand EBCE reach
 - Leverage **trusted relationships** to engage customer action
 - Meet people **where they are** (*which is not thinking about electricity*)
- Drive **participation** in programs

Customers spend...

9.2 minutes/year
via digital channels

11 minutes/year
via non-digital
channels

...interacting with their utility
provider.

[Accenture Report by Simon Mezger, 2017](#)

Current and On-Going

A partnership would supplement current and on-going activities including:

- Paid and organic social media (Facebook, Twitter, Nextdoor)
- Paid print and digital ads; streaming video ads
- EBCE newsletters and press releases
- Direct mail and email campaigns
- 3x/year sponsorship of local organizations that provide resources for STEM, food/housing, sports, music, arts, education, etc.
- Monthly or other regular content sharing with networks
 - Member cities and county: Sustainability newsletters, social content, program updates
 - List of 218 Community-Based Organizations
 - Local Chambers of Commerce



CITY OF BERKELEY
ENERGY & SUSTAINABLE DEVELOPMENT

Sustainability News - April 2021

Discounted Solar + Storage

EAST BAY COMMUNITY ENERGY
Resilient Home
Lower utility bills and prepare for power shutoffs. East Bay Community Energy (EBCE), our local community choice energy provider, has partnered with SunRun to provide pre-negotiated pricing for rooftop solar and battery storage for a limited time. Resilient Home offers an additional \$1,250 incentive if homeowners enroll their battery with EBCE to share power during peak times when there isn't an outage. Now that the [federal rooftop solar tax credit](#) was extended, it's a great time to go solar.

[Sign Up](#)

SAN LEANDRO CHAMBER OF COMMERCE
KEEPING YOU INFORMED AND CONNECTED Issue No. 6 [2021]

COMMUNITY + RESOURCES

SHOW YOUR LOVE
A VIRTUAL COOKING & WINE EVENT
February 11, 2021
6:00 pm PST

BOYS & GIRLS CLUB OF SAN LEANDRO
Crab Feed!
DRIVE - THRU FUNDRAISER

EAST BAY COMMUNITY ENERGY
New Business Electric Rates (B-Rates) become mandatory...

New Business Electric Rates (B-Rates) become mandatory in March 2021. East Bay Community Energy (EBCE), Alameda County's electricity generation provider, is working with PG&E to inform customers of the upcoming rate schedule change for businesses. ...

[Read more](#)
business.sanleandrochamber.com

THANK YOU LEADER CIRCLE SPONSORS

PORT OF OAKLAND **Creekside Plaza Partners** **Jerry Garcia**

M-F 9am-5pm | By Appointment Only | Closed 12:30-1:30pm | 120 Estudillo Ave, San Leandro | 510.317.1400
We are a small staff working partially remotely. Please email for appointments.

SAN LEANDRO CHAMBER OF COMMERCE | www.sanleandrochamber.com

What options are out there?

Brainstorm

We thought about various potential partners that are headquartered within EBCE service area and offer some sort of **consumer product or service**:

- **Local food brands** like Clif Bar, Numi Tea, Otis Spunkmeyer, Ghirardelli's, Acme Bread, Dreyer's, etc.
- **Local retail outlets** like Ross Stores, Mervyn's, Oaklandish
- **Local food outlets** like Lucky Stores and Safeway
- **Local wineries and breweries** like Wente and Fieldwork
- **Local services** like Gig Care Share, Ellie Mae, Oakland Airport, EBRPD, Fremont Bank, Kaiser Permanente
- **Local sports teams** like Roots and Cal Athletics
- **Local networks** like Girl Scouts/Boy Scouts, PTAs, YMCA



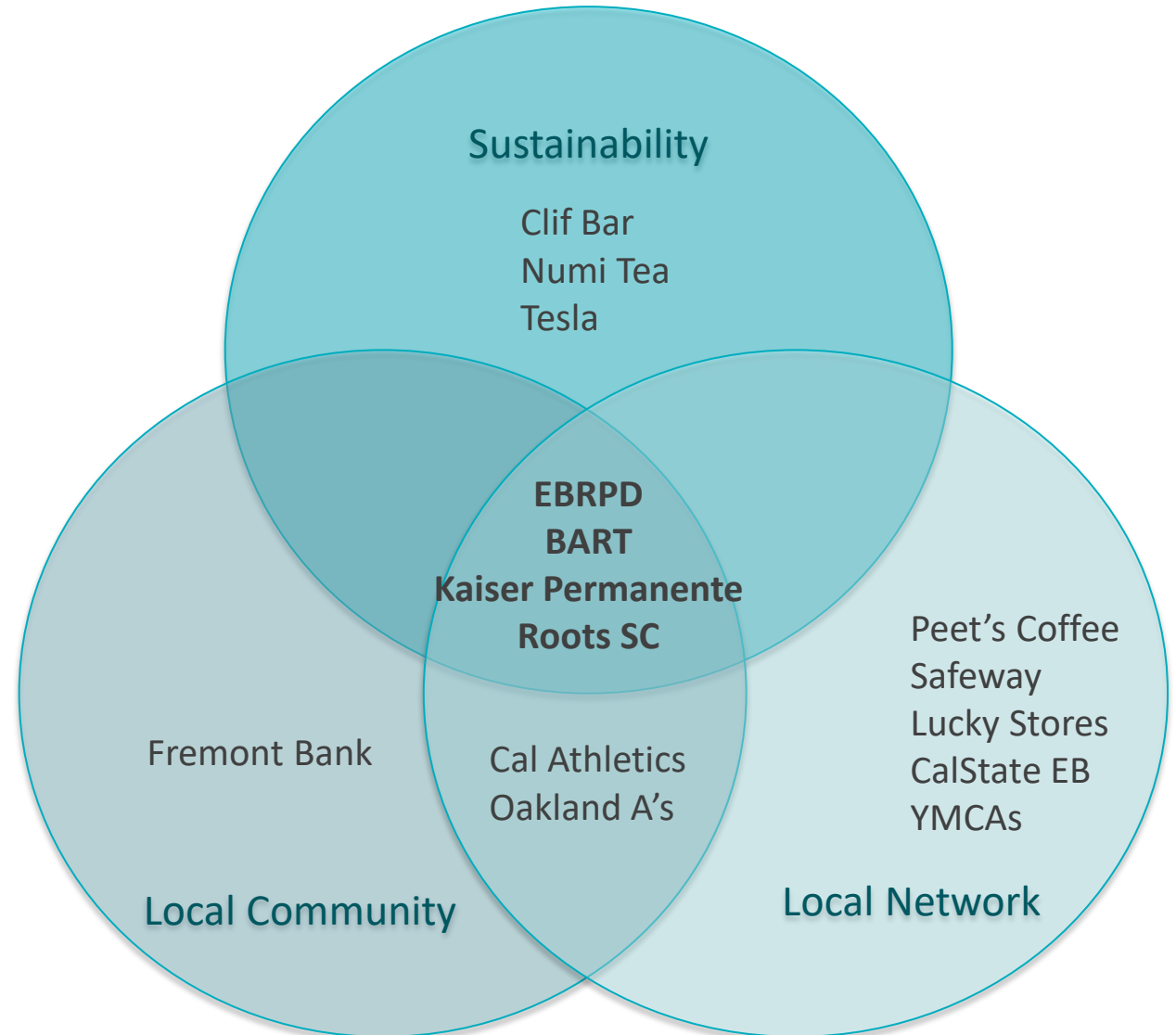
Best Fit Analysis

Good Fit Filters

Focus on **sustainability**

Focus on **local community**

On-going engagement **network** throughout EBCE service area



Partnership Opportunities

East Bay Regional Parks District

- Signage at parks; promotion via web, newsletter, social; events; coordination with community outreach programs
- Instagram: 15k , Facebook: 43k, Twitter: 16k



BART

- Signage at stations, on trains; promotion via web, newsletter, social
- Instagram: 7500, Facebook: 39k, Twitter: 318k



Kaiser Permanente

- Signage at facilities; promotion via web, newsletter, social; train call center on energy assistance programs that help financially and/or improve indoor air quality
- Thrive - Instagram: 39k, Facebook: 466k , Twitter: 18k



Partnership Opportunities - Sports

Cal Athletics (\$80k)

- “Clean Up Berkeley Day”: 2 social posts, 1 social video, 250k paid impressions
- “Non-Profit of the Game Presented by EBCE”: highlight our local CBO sponsorships at 12 home basketball games
 - LED signage, videoboard promo, jumbotron, game tickets
 - 3-month online campaign through Cal Athletics Facebook page
 - 1 social post and 400k paid impressions
- One Men’s and one Women’s Basketball Game Sponsorship
- Fan365 digital engagement: 500k impressions
- Instagram: 37k , Facebook: 109k, Twitter: 54k

Oracle Arena (\$150k) (2019)

- package that could include product rights, suite, signage, info booth, “Official Energy Provider”
- Events include Monster Truck Jam, Disney on Ice, concerts



Oakland Roots SC (\$125k-\$225k)

- Climate Justice/Deeper Roots Partner
- Logo integration: game day booth & signage, tickets, player appearance, dedicated landing page on website
- Game Title Sponsor: 4-day website takeover, give-away, press, ads
- In-Game Exposure: 3 TV commercials, 3 in-game reads, logo on ticker, broadcast and scoreboard integration
- Donations: \$510/home goal estimated at \$25k for the season, 1% of sponsorship to Common Goal
- Partnership in community outreach

Coliseum/Oakland A’s

- Awaiting response



Climate Justice Partnership with Roots SC

As the presenting sponsor and partner for the Climate Justice/Deeper Roots pillar, EBCE will:

- Receive several promotional opportunities for brand awareness at in-person events, on-line streaming of games, social media content, press efforts, and a digital storytelling series focusing on clean energy and community sustainability issues
- Be the go-to partner for helping the Roots become climate positive
- Partner with the Roots to engage their community networks around climate-focused activities such as tree planting
- Leverage the reach and influence of the Roots organization is getting key messages out to local communities including enrollment in CARE and AMP

Current annual sponsorship level options:

- \$225k - Practice Jersey
- \$175k - Front of Game Shorts
- **\$125k - Presenting sponsor of the Kids' Zone**



Why Oakland Roots SC?

EBCE/Roots Partnership Background

- EBCE is a **founding partner** of this community-focused local sports team.
- Partnered with EBCE to produce and distribute nearly **8,000 masks** during the pandemic to groups such as Building Opportunities for Self-Sufficiency, East Bay FeedER, Eden Area Interfaith Council, Creating New Hope, and Daily Bowl.
- Partnered in promotion of **East Bay Daily Donation** – a social media campaign to direct people to local organizations in need of donations during COVID.
- EBCE/Roots **Earth Day Video**
 - Roots Instagram views of 3 versions: 3,928
 - EBCE Instagram views: 245



Proven Community Commitment

- Provided round trip transportation, tickets and healthy meals for hundreds of youth, teachers and parents from **underserved schools**
- Continue to work with **local cultural figures and artists** like Timothy B, Mistah FAB, Zion I, and Vogue out of San Leandro (*Influencers who our customers listen to*)
- Created **Justice Fund** is hosted by East Bay Community Foundation. For almost 100 years, the East Bay Community Foundation has been working to create a just East Bay for all with equity and justice at the heart of their grantmaking.
- Since last presentation, have **signed new youth club partnerships** with Ballistic United in Pleasanton and Hayward Youth Soccer League
- Expanding **purpose partner network** and in the process of bringing on board America SCORES Bay Area (soccer + poetry) which is currently present in Hayward and Oakland and has plans to further their footprint throughout the East Bay. Formalizing a relationship with Coaching Corps whose mission is to ensure kids in **under-resourced communities** can benefit from the positive impact coaches can have on their life through sports. Coaching Corps has a presence all over the Bay Area including with organizations in Berkeley, Emeryville, and Oakland
- Hosted a formal **intern program** with 4 freshman students from Metwest High School to get real world, hands on experience with work in the Front Office
- Created **relationships with community groups** like Steph and Ayesha Curry's Eat Learn Play
- Donated and supported various **fundraisers and community initiatives** such as Toy and Coat Drive with Rise Youth Berkeley, Biketopia, The Crucible, Trybe; Young Women's Freedom Center with a \$10,000 donation; Radical Monarchs with a \$10,000 donation; Bake Love Not Hate fundraiser event in support of the AAPI community, launched Happy Meals with Luka's on Tuesday with donation of \$10/meal to Community Kitchens
- Led the launch of the **Anti-Racist Project** along with Chicago Fire FC (MLS) and Angel City FC (NWSL) which will be rolled out to our youth club partners throughout the East Bay
- Moved new office from Downtown Oakland to Fruitvale to ensure present and **engrained in the Hispanic and underrepresented communities**
- **Diverse team and staff:** 85% of team are people of color; Technical Director is 1 of only 2 people of color in this position in all of US Soccer; 45% of front office staff are women

Staff Recommendation

- Authorize CEO to negotiate and execute **three-year agreement** with Roots at **\$125k/year**
- Receive at least **biannual reports** on partnership activities and outcomes for duration of agreement

MAY, 2021

Draft Budget Review for Fiscal Year 2021-2022



The Draft Budget for Fiscal Year 2021-2022

	DRAFT FY 2021-22 BUDGET	Through Mar FY 2020-21 YTD+Remaining	CURRENT FY 2020-21 BUDGET	Draft to YTD+Remaining Difference	YTD+Remaining Percent Difference	Draft to Current Budget Difference	Budget Percent Difference
REVENUE AND OTHER SOURCES							
Electricity Sales	503,087,000	436,669,000	401,405,000	66,418,000	15.2%	101,682,000	25.3%
GASB 62 Recognition (Deferral)	0	(20,400,000)	0	20,400,000	-100.0%	0	0.0%
Investment Income	798,000	839,000	1,231,000	(41,000)	-4.9%	(433,000)	-35.2%
Other Income	562,000	466,000	275,000	96,000	20.6%	287,000	104.4%
Uncollectables	(8,810,000)	(10,784,000)	(9,902,000)	1,974,000	-18.3%	1,092,000	-11.0%
Total Revenue and Other Sources	495,637,000	406,790,000	393,009,000	88,847,000	21.8%	102,628,000	26.1%
EXPENSES AND OTHER USES							
ENERGY OPERATIONS							
Cost of Energy	442,165,000	372,125,000	358,078,000	70,040,000	18.8%	84,087,000	23.5%
Data Management/Customer Service	8,645,000	7,655,000	8,003,000	990,000	12.9%	642,000	8.0%
PG&E Service Fees (Billing/Metering)	2,752,000	2,458,000	2,483,000	294,000	12.0%	269,000	10.8%
Scheduling	843,000	665,000	660,000	178,000	26.8%	183,000	27.7%
Total Energy Operating Costs	454,405,000	382,903,000	369,224,000	71,502,000	18.7%	85,181,000	23.1%
OVERHEAD OPERATIONS							
Personnel	9,381,000	7,055,000	7,429,000	2,326,000	33.0%	1,952,000	26.3%
Marketing, Outreach, Communications	1,614,000	1,092,000	1,544,000	522,000	47.8%	70,000	4.5%
Legal, Policy, & Regulatory Affairs	1,517,000	879,000	1,297,000	638,000	72.6%	220,000	17.0%
Other Professional Services	850,000	848,000	1,345,000	2,000	0.2%	(495,000)	-36.8%
General & Administrative	3,007,000	1,851,000	2,146,000	1,156,000	62.5%	861,000	40.1%
Depreciation	60,000	55,000	60,000	5,000	9.1%	0	0.0%
Total Overhead Operating Costs	16,429,000	11,780,000	13,821,000	4,649,000	39.5%	2,608,000	18.9%
NON-OPERATING EXPENSES							
Borrowing Interest	898,000	847,000	804,000	51,000	6.0%	94,000	11.7%
Capital Expenditures	2,500,000	0	0	2,500,000	0.0%	2,500,000	0.0%
Local Development Funding	8,125,000	6,340,000	6,340,000	1,785,000	28.2%	1,785,000	28.2%
Total Non-Operating Expenses	11,523,000	7,187,000	7,144,000	4,336,000	60.3%	4,379,000	61.3%
TOTAL EXPENSES	482,357,000	401,870,000	390,189,000	80,487,000	20.0%	92,168,000	23.6%
NET INCREASE (DECREASE) IN POSITION	13,280,000	4,920,000	2,820,000	8,360,000		10,460,000	

Current Budget to Draft Budget Comparison

Staff Report Item 17

Draft Budget Highlights

- No change to value proposition
- YoY Revenue growth
- Reduced Uncollectables
- Increasing energy price environment
- Increase to staff/software budget vs. consultant spend
- Increase in staffing
- Building Capital Expenditures
- Local Development budget increase

	DRAFT FY 2021-22 BUDGET	CURRENT FY 2020-21 BUDGET	Draft to Current Budget Difference	Budget Percent Difference
REVENUE AND OTHER SOURCES				
Electricity Sales	503,087,000	401,405,000	101,682,000	25.3%
GASB 62 Recognition (Deferral)	0	0	0	0.0%
Investment Income	798,000	1,231,000	(433,000)	-35.2%
Other Income	562,000	275,000	287,000	104.4%
Uncollectables	(8,810,000)	(9,902,000)	1,092,000	-11.0%
Total Revenue and Other Sources	495,637,000	393,009,000	102,628,000	26.1%
EXPENSES AND OTHER USES				
ENERGY OPERATIONS				
Cost of Energy	442,165,000	358,078,000	84,087,000	23.5%
Data Management/Customer Service	8,645,000	8,003,000	642,000	8.0%
PG&E Service Fees (Billing/Metering)	2,752,000	2,483,000	269,000	10.8%
Scheduling	843,000	660,000	183,000	27.7%
Total Energy Operating Costs	454,405,000	369,224,000	85,181,000	23.1%
OVERHEAD OPERATIONS				
Personnel	9,381,000	7,429,000	1,952,000	26.3%
Marketing, Outreach, Communications	1,614,000	1,544,000	70,000	4.5%
Legal, Policy, & Regulatory Affairs	1,517,000	1,297,000	220,000	17.0%
Other Professional Services	850,000	1,345,000	(495,000)	-36.8%
General & Administrative	3,007,000	2,146,000	861,000	40.1%
Depreciation	60,000	60,000	0	0.0%
Total Overhead Operating Costs	16,429,000	13,821,000	2,608,000	18.9%
NON-OPERATING EXPENSES				
Borrowing Interest	898,000	804,000	94,000	11.7%
Capital Expenditures	2,500,000	0	2,500,000	0.0%
Local Development Funding	8,125,000	6,340,000	1,785,000	28.2%
Total Non-Operating Expenses	11,523,000	7,144,000	4,379,000	61.3%
TOTAL EXPENSES	482,357,000	390,189,000	92,168,000	23.6%
NET INCREASE (DECREASE) IN POSITION	13,280,000	2,820,000	10,460,000	

Current YTD (March) Actuals to Current Budget Comparison

Staff Report Item 17

2020-2021 Comparison Highlights

- Deferral of PCIA led to higher revenues from sales
- \$20MM GASB 62 Revenue Deferral sized to July 2022-Dec 2023 PUBA. May increase further for unspent local development budget
- Uncollectables set at 2.5% of revenue from sales
- Higher energy costs
- Reduced overhead relative to budget in tight year
- Positive net position

	Through Mar FY 2020-21 YTD+Remaining	CURRENT FY 2020-21 BUDGET	Draft to YTD+Remaining Difference	YTD+Remaining Percent Difference
REVENUE AND OTHER SOURCES				
Electricity Sales	436,669,000	401,405,000	66,418,000	15.2%
GASB 62 Recognition (Deferral)	(20,400,000)	0	20,400,000	-100.0%
Investment Income	839,000	1,231,000	(41,000)	-4.9%
Other Income	466,000	275,000	96,000	20.6%
Uncollectables	(10,784,000)	(9,902,000)	1,974,000	-18.3%
Total Revenue and Other Sources	406,790,000	393,009,000	88,847,000	21.8%
EXPENSES AND OTHER USES				
ENERGY OPERATIONS				
Cost of Energy	372,125,000	358,078,000	70,040,000	18.8%
Data Management/Customer Service	7,655,000	8,003,000	990,000	12.9%
PG&E Service Fees (Billing/Metering)	2,458,000	2,483,000	294,000	12.0%
Scheduling	665,000	660,000	178,000	26.8%
Total Energy Operating Costs	382,903,000	369,224,000	71,502,000	18.7%
OVERHEAD OPERATIONS				
Personnel	7,055,000	7,429,000	2,326,000	33.0%
Marketing, Outreach, Communications	1,092,000	1,544,000	522,000	47.8%
Legal, Policy, & Regulatory Affairs	879,000	1,297,000	638,000	72.6%
Other Professional Services	848,000	1,345,000	2,000	0.2%
General & Administrative	1,851,000	2,146,000	1,156,000	62.5%
Depreciation	55,000	60,000	5,000	9.1%
Total Overhead Operating Costs	11,780,000	13,821,000	4,649,000	39.5%
NON-OPERATING EXPENSES				
Borrowing Interest	847,000	804,000	51,000	6.0%
Capital Expenditures	0	0	2,500,000	0.0%
Local Development Funding	6,340,000	6,340,000	1,785,000	28.2%
Total Non-Operating Expenses	7,187,000	7,144,000	4,336,000	60.3%
TOTAL EXPENSES	401,870,000	390,189,000	80,487,000	20.0%
NET INCREASE (DECREASE) IN POSITION	4,920,000	2,820,000	8,360,000	

Draft Budget Revenues

	FY 2021-22 BUDGET	FY 2020-21 BUDGET	FY 21-22 Budget Difference	Budget Percent Difference
REVENUE AND OTHER SOURCES				
Electricity Sales	503,087,000	401,405,000	101,682,000	25.3%
GASB 62 Recognition (Deferral)	0	0	0	0.0%
Investment Income	798,000	1,231,000	(433,000)	-35.2%
Other Income	562,000	275,000	287,000	104.4%
Uncollectables	(8,810,000)	(9,902,000)	1,092,000	-11.0%
Total Revenue and Other Sources	495,637,000	393,009,000	102,628,000	26.1%

- **Assumes 5% opt out rate for new community enrollments**
- **Does not include transition of Brilliant 100 customers**
 - Could be as much as \$657,000 adjustment
- **Includes reduction from TOU rate transition**
 - Tracy actually begins Feb 2022. Could be as much as \$400,000 adjustment
- **No recognition of 2019-2020 GASB 62 revenue**
- **Assumes 0.4% interest earned in cash balances in accounts**
- **\$562,000 of Other Income is expected PG&E reimbursement for administrative and marketing costs for Green Tariff program**
- **Uncollectables reduced from 2.5% to 2% for remaining 2021 then 1.5% for 2022**

Draft Budget Energy Operations

	FY 2021-22 BUDGET	FY 2020-21 BUDGET	FY 21-22 Budget Difference	Budget Percent Difference
ENERGY OPERATIONS				
Cost of Energy	442,165,000	358,078,000	84,087,000	23.5%
Data Management/Customer Service	8,645,000	8,003,000	642,000	8.0%
PG&E Service Fees (Billing/Metering)	2,752,000	2,483,000	269,000	10.8%
Scheduling	843,000	660,000	183,000	27.7%
Total Energy Operating Costs	454,405,000	369,224,000	85,181,000	23.1%

- **Brilliant 100 discontinued in Jan 2022**
 - \$2M cost reduction from lower carbon free energy purchases
 - 90% migration of B100 customers to Bright Choice and 10% to Renewable 100 in Jan 2022
- **Significant increase in Cost of Energy due increased load from expansion of new communities and rising prices**
- **Increase in Energy Service fees due to increase in meters from new communities**

Draft Budget Overhead Operations

Staff Report Item 17

	FY 2021-22 BUDGET	FY 2020-21 BUDGET	FY 21-22 Budget Difference	Budget Percent Difference
OVERHEAD OPERATIONS				
Personnel	9,381,000	7,429,000	1,952,000	26.3%
Marketing, Outreach, Communications	1,614,000	1,544,000	70,000	4.5%
Legal, Policy, & Regulatory Affairs	1,517,000	1,297,000	220,000	17.0%
Other Professional Services	850,000	1,345,000	(495,000)	-36.8%
General & Administrative	3,007,000	2,146,000	861,000	40.1%
Depreciation	60,000	60,000	0	0.0%
Total Overhead Operating Costs	16,429,000	13,821,000	2,608,000	18.9%

- **Increase in personnel due to 2.5% COLA and 5% merit/promotion compensation pool and the hiring of six additional staff (2 Local Dev, 2 Marketing, 1 Power Resources, 1 Technology)**
 - Projected headcount at end of 2020-2021: 37 FTE
 - Projected headcount at end of 2021-2022: 43 FTE
- **No significant change in Marketing, Outreach, and Communications**
- **No significant change in Legal, Policy, & Regulatory Affairs**
- **Decrease in Other Professional Service is more work taken internally**
- **Increase in G&A is driven by increased software subscriptions**
- **No change expected in asset depreciation**

Draft Budget Non-Operating Expenses

Staff Report Item 17

	FY 2021-22 BUDGET	FY 2020-21 BUDGET	FY 21-22 Budget Difference	Budget Percent Difference
NON-OPERATING EXPENSES				
Borrowing Interest	898,000	804,000	94,000	11.7%
Capital Expenditures	2,500,000	0	2,500,000	0.0%
Local Development Funding	8,125,000	6,340,000	1,785,000	28.2%
Total Non-Operating Expenses	11,523,000	7,144,000	4,379,000	61.3%

- **Borrowing Interest Costs slightly increased due to increased postings of Letters of Credit**
 - No outstanding debt
- **\$2.5MM for capital expenditures related to real estate procurement**
- **Local Development Funding increase due to service area expansion and increased community investment (see additional discussion for more details)**

Draft Budget Local Development Fund

Staff Report Item 17

- Unspent Local Development budget carries forward year to year
- 2021-2022 Local Development budget set at \$8,125,000
- Cumulative Local development budget from prior periods forecasted at \$8,094,000
- Total spend for 2021-2022: \$16,601,000
- Community Investment includes priorities related to Connected Communities – DAC-GT, Community Solar, and community engagement efforts for debt relief and CARE/FERA enrollment

LOCAL DEVELOPMENT FUND	FY 2020-21 BUDGET	FY 2020-21 YTD+Est	FY 2021-22 BUDGET	FY 2021-22 BALANCE
Program Funding				
Beginning Balance	1,398,000	4,871,000		8,094,000
Funding from General Fund Revenues	6,340,000	6,340,000	8,125,000	8,125,000
Grants/Credits	275,000	225,000	382,000	382,000
Mid-Year adjustment	0	0		0
Total Available Funding	8,013,000	11,436,000	8,507,000	16,601,000
Program Areas				
Demand Response	100,000	28,000	0	236,000
Energy Efficiency	740,000	250,000	300,000	874,000
Building Electrification	950,000	268,000	900,000	2,241,000
Vehicle Electrification	4,930,000	1,116,000	5,295,000	10,222,000
Collaborative Procurement	958,000	385,000	180,000	1,196,000
Community Investment	0	211,000	1,532,000	1,532,000
Sponsorships/Events	0	5,000	100,000	100,000
Capital Set Aside	0	0	0	0
COVID-19 Relief Fund	335,000	1,079,000	0	0
Legal Resources	0	0	100,000	100,000
MAS Resources	0	0	100,000	100,000
Policy Resources	0	0	0	0
Other (actuals not classified)	0	0	0	0
Total Program Expenses	8,013,000	3,342,000	8,507,000	16,601,000
Ending Balance		0	8,094,000	0



Draft Budget Risks Discussion

Staff Report Item 17

- **Energy Market Risk**

- EBCE has approximately 30-35% of its energy portfolio exposed to market prices
- Volatility can range from 10-20% on a regular basis
- In recent months, prices have increased for Draft Budget year
- PCIA is a form of risk mitigation based on PG&E's resources—increase in prices is offset somewhat by decrease in PCIA in future years
- EBCE is also evaluating Energy Prepay structure to help lower costs

- **Uncollectables/Write-offs:**

- EBCE increased uncollectables from 0.5% to 2.5% of revenues for COVID crisis in 2020-21 FY
- For Draft Budget, this estimation is reduced to 2.0% for the rest of 2021 then 1.5% for 2022
- These estimates are at the higher range than other CCA's as based on regional income demographics
- To mitigate, pushing CARE/FERA enrollments, AMP, and Connected Communities programs DAC-GT and community solar

- **Opt-Out Risk:**

- No anticipated risk of increased opt-outs for established communities
- New communities are estimated at 5% of total accounts—currently 3.5%
- Change of product decisions may increase opt-outs but difficult to estimate based on discussion among cities to potentially opt-up to Renewable 100

Thank You!



Questions? Give us a call:
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