



Board of Directors Meeting

Wednesday, July 15, 2020

5:00 pm

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

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

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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) 736-4981 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. **Closed Session**
 - A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION under California Government Code Section 54957: Performance Evaluation of Chief Executive Officer Nicolas Chaset
4. **General Counsel Report Out of Closed Session**
5. **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.
6. **Chair and Vice-Chair Elections (Action Item)**

CONSENT AGENDA

- 7. Approval of Minutes from June 17, 2020**
- 8. Contracts entered into (Informational Item)**
- 9. Legislative Position on SB 1215**
Take a “support” position on SB 1215 (Stern).
- 10. Amendment to Consulting Services Agreement with Celery Design Collaborative**
Adopt a Resolution authorizing the CEO to negotiate and execute the Second Amendment to EBCE’s Consulting Services Agreement with Celery Design Collaborative to extend the term to June 30, 2021 and set a budget of \$200,000 for the remaining term.
- 11. Subscription Agreement with Salesforce, Inc.**
Adopt a Resolution authorizing the CEO to negotiate and execute a Master Subscription Agreement with Salesforce.com Inc. (“Salesforce”), for software services to establish a Customer Relationship Management (CRM) system, with an annual licensing fee not to exceed \$150,000 as a sole-source procurement.
- 12. Authorize CEO to Amend the Consulting Services Agreement with Frontier Energy, Inc.**
Adopt a Resolution authorizing the CEO to amend the Consulting Services Agreement with Frontier Energy, Inc. to conduct services necessary to assist with completion of municipal fleet electrification assessments and deployment plans on behalf of Alameda County and the City of Hayward.
- 13. Authorize CEO to Negotiate and Execute an Agreement with CALSTART**
Adopt a Resolution authorizing the CEO or his designee to negotiate and execute a two-year Consulting Services Agreement with CALSTART to conduct services necessary to assist with medium and heavy-duty commercial fleet electrification pilot project development and implementation.

REGULAR AGENDA

- 14. Approval of the CEO Contract Amendment (Action Item)**
- 15. CEO REPORT**
 - A. Executive Committee Meeting;
 - B. New Staff; and
 - C. Marketing and Account Service Update
- 16. Community Advisory Committee Report**

- 17. Accounts Receivable Reporting and Uncollectable Revenue Rate Update (Informational Item)**
Receive information on EBCE accounts receivable reports and approve a staff recommended increase in the uncollectable revenue rate for April, May, and June of 2020 from 0.5% of revenues to 1.5% of revenues.
- 18. Treasurer's Report (Informational Item)**
Receive quarterly report on EBCE cash position.
- 19. Local Development Update (Informational Item)**
Receive update on Local Development Activities
- 20. Enrollment of New Communities: Pleasanton, Newark, and Tracy (Action Item)**
Approve the proposed enrollment of customers within the new member communities of Pleasanton, Newark, and Tracy during the month of April 2021
- 21. Data Management and Call Center Services Contract Renewal with Sacramento Municipal Utilities District (SMUD) (Action Item)**
 - A. Receive an update on the renewal of the contract for Data Management and Call Center Services with Sacramento Municipal Utilities District (SMUD) and;
 - B. Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute a contract extension with SMUD for a term of two years at the same cost per meter as the current Data Management and Call Center Agreement.
- 22. Approval of IRP Study for Compliance Filing (Action Item)**
 - A. Approve and use the analysis and findings resulting from the 2020 Integrated Resource Planning (IRP) study process;
 - B. Complete California Public Utilities Commission (CPUC) required IRP documents; and
 - C. Authorize the CEO to approve the final IRP reports and file two compliance portfolios by September 1, 2020.
- 23. Board Member and Staff Announcements including requests to place items on future Board Agendas**
- 24. Adjournment - to** Date: Wednesday, September 16, 2020
Time: 6:00 pm



Draft Minutes

Board of Directors Meeting

Wednesday, June 17, 2020

5:00pm

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

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1. Welcome & Roll Call

Present: Haggerty (Alameda County), Pilch (Albany), Arreguin (Berkeley), Hernandez (Dublin), Mei (Fremont), Mendall (Hayward), Munro (Livermore), Hannon (Newark), Pentin (Pleasanton), Hernandez (San Leandro), Arriola (Tracy), Patino (Union City), Vice-Chair Martinez (Emeryville), and Chair Kalb (Oakland)

Excused: Director Rood (Piedmont)

2. Pledge of Allegiance

3. Closed Session

- A. Public Employee Performance Evaluation pursuant to Government Code § 54957. Title: Chief Executive Officer.
- B. Conference with Legal Counsel - Anticipated Litigation, pursuant to Government Code § 54956.9(b): (1 case)

4. General Counsel Report Out of Closed Session

EBCE is committed to protecting our environment and is proud to be a [Certified California Green Business](#)

The Board took no reportable action in closed session.

5. 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.

Ceyda Dumas - Thanked the Board of Directors for rejecting the nuclear carbon-free allotment and shared on other CCAs who have also rejected the allotment.

Jessica Tovar - Spoke regarding Local Clean Energy Alliance works for equity and clean energy and in spirit with the Black Lives Matter movement and uprising, wanted to define what LCEA means by equity and vulnerable communities. Black, Indigenous people, people of color, low-income, disabled, elderly, youth, immigrants, renters, and the unhoused community. Communities that are systematically excluded, made invisible, marginalized, and often sacrificed for people of privilege to reap the benefits. LCEA advocated for a LDBP to bring community benefits to these communities. would like to call on EBCE to uplift these communities by its investments, hiring- including EBCE staff hiring and contracting. Stating that not doing so is participating in system inequities that affect the East Bay's most vulnerable communities.

Blair Beekman - Spoke regarding the Monday, 6/15/20 CAC Monday stating it was nice to hear public input at meeting and requested that the Board take the community input to heart. B. Beekman also spoke regarding the power content.

Tom Kelly - Spoke requested staff and the Board to take an expansive view on the Brown Act and requested that attachment items be available as soon as possible.

Aleta Dupree - Spoke regarding interest in EBCE's work and mentioned challenges to sourcing electricity during summer months, thanked staff for the work they have done to keep rates stable. A. Dupree also spoke regarding energy renewables content, consumption, ways to flatten the Duck Curve and requested staff to assist in battling the power safety. A. Dupree requested that everyone remember to include the Service-Disabled Veterans in the vulnerable communities and equity measures.

CONSENT AGENDA

6. Approval of Minutes from May 20, 2020

7. Contracts entered into (Informational Item)

8. Second Amendment to Agreement with TRC Engineers

Adopt a Resolution authorizing the CEO to negotiate and execute the Second Amendment to the Consulting Services Agreement with TRC Engineers, Inc. to add new scope and personnel, and allocate an additional \$20,000 to the Agreement, for a total amount not to exceed \$240,000.

R- 2020-9

9. First Amendment to Consulting Services Agreement with Recurve Analytics

Adopt a Resolution authorizing the CEO to execute a First Amendment to the Consulting Services Agreement with Recurve Analytics (“Recurve”) to extend the term, to add to the scope, and to increase the compensation by \$125,000, for a total amount not to exceed \$225,000.

R-2020-10

Director Hernandez (SL) Motioned to approve the Consent Calendar as amended:

A. Correct May 20, 2020 minutes to reflect General Counsel signing authority struck from Sponsorship Policy

Director Arreguin Excused: Directors Hernandez (Dublin), Rood, Chair Kalb

REGULAR AGENDA

10. CEO REPORT

- A. Executive Committee;
- B. Finance, Administrative and Procurement Subcommittee;
- C. Marketing, Regulatory and Legislative Subcommittee; and
- D. Marketing and Account Services Update

11. Community Advisory Committee Report

Vice-Chair Franch recognized CAC member Brinda Thomas who completed a 2-year term on the advisory committee.

12. Consideration of a merit bonus for the Chief Executive Officer, Pursuant to the Employment Agreement Between the East Bay Community Energy Authority and Nicolas Chaset, Dated October 17, 2018, as Amended Effective December 16, 2019 (Action Item)

The Board Discussed:

- CEO performance and Leadership
- Economic Situation and challenges
- CEO Contract and Comparison to other CCA CEOs
- CEO’s response to Covid-19

Audrey Ichinose - Spoke regarding the current events and requested the Board consider other ways to reward and compensate the CEO and consider a salary increase for staff in solidarity with those in the EBCE community facing financial uncertainty due to current events surrounding Covid-19 and Black Lives Matter.

Jessica Tovar - Echoed previous comments and mentioned similar agencies who have frozen staff pay increases due to the financial situation facing the community at this time.

Tom Kelly - Spoke in opposition of granting the CEO a merit bonus due to the optics surrounding current events and the proposed EBCE budget. T. Kelly also recommended deferring the merit bonus to 2021.

Vice-Chair Martinez motioned to approve a merit bonus of 3.5% for the CEO. Director Pentin seconded the motion which passed 11/1/1; No: Director Haggerty; Abstained: Director Pilch; Excused: Director Rood and Chair Kalb

- 13. Extension of Temporary Revision to Terms and Conditions Section "Failure to Pay" and Temporary Suspension of Delinquent Accounts and Collections Policy (Action Item)**
Adopt a Resolution to Extend the Temporary Suspension of Certain Customer Terms and Conditions and Administrative Policies for an Additional Period of 90 Days During the COVID-19 Pandemic, 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 90 days.

Jessica Tovar - Spoke in support of the extension of temporary Revisions to Terms and Conditions Section "Failure to Pay" and Temporary Suspension of Delinquent Accounts and Collections Policy due to huge financial impacts to the community.

Aleta Dupree - Spoke in support of the extension stating that it helps the community and the EBCE brand as a community supported program. A. Dupree also commented on how the extension helps reach vulnerable communities, such as Service-Disabled Veterans.

Blair Beekman - Echoed previous speakers and thanked EBCE for the extension of the temporary suspension.

Director Arreguin motioned to approve the Extension of Temporary Revisions to Terms and Conditions Section "Failure to Pay" and Temporary Suspension of Delinquent Accounts and Collections Policy, Director Patino seconded the motion which carried 14/0; Excused: Director Rood

R-2020-11

- 14. Enrollment of New Communities: Pleasanton, Newark, and Tracy (Informational Item)**
Receive information report from staff on proposed enrollment of customers within the new member communities of Pleasanton, Newark, and Tracy during the month of April 2021.
Presented

The Board Discussed including the new member cities in the marketing strategy planning.

15. EBCE Resilience Program (Action Item)

- A. Approve the selection of two vendors in response to the Distributed Resource Adequacy (RA) Request for Proposals to deliver RA in the form of Load Modification from behind-the-meter solar and storage installations delivering resilience to EBCE commercial and residential customers.
- B. Authorize the CEO or his designee to negotiate and execute a Load Modifying Agreement with Sunrun Inc. for Load Modification up to 5.75MW/23MWh through December 31, 2032.
- C. Authorize the CEO or his designee to negotiate and execute a Load Modifying Agreement with Enel X in substantially the same form as the Sunrun agreement for Load Modification up to 5MW/20MWh through December 31, 2032.

The Board Discussed:

- RFP Process
- CAC Recommendation
- Thanked staff for the project and work involved

Al Weinrub - Called the program innovated and positive and in line with requests from the community to build community resilience. A. Weinrub also spoke regarding concerns with the distribution of funding which may leave the most vulnerable communities' projects underfunded.

Colin Miller - Requested that the Board reject these contracts in favor of seeking local vendors to increase community benefits and proceed sharing, requesting the Board increase the local hire requirement to 100%.

Crystal Huang - Gave a brief history of People Power Solar, a recipient of a community innovation grant. Thanked EBCE for the innovation of joining solar and storage. C. Huang also spoke regarding the agency's duty to increase community ownership, profit sharing and fight against systemic racism.

Ceyda Durmaz Dogan - Requested the Board increase the percentage of the system capacity in disadvantaged communities.

Audrey Ichinose - Spoke regarding comments made by previous speakers. A. Ichinose also recommended that the Board focus on subsidies to help the local religious community that help provide support for unhoused members of the community.

Jessica Tovar - Requested the Board to increase the percentage focused on disadvantaged communities to include the medical baseline ratepayers and spoke in opposition of contracting with agencies outside of the community.

Aleta Dupree - Spoke regarding electricity usage and in support of the agreements to begin creating resiliency.

Blair Beekman - Thanked staff for presenting this item at the CAC meeting on Monday and spoke in support of the program. B. Beekman also spoke against the use of smart meters.

Director Pilch motioned to approve the EBCE Resilience Program. Vice-chair Martinez seconded the motion which carried 14/0; Excused: Director Rood

R-2020-12

16. Update on 2020 Integrated Resource Plan (Informational Item)

Receive the informational update on process and status of Integrated Resource Planning (IRP) analysis.

Presented

Aleta Dupree - Spoke in support of using a mix of geographic sources for energy procurement, hedging and energy storage.

17. Fiscal Year 2020-2021 Budget (Action Item)

- A. Approve the presented budget for fiscal year 2020-2021
- B. **Modify the Bright Choice Value Proposition to a 0.5% discount as compared to PG&E Rates, effective July 1, 2020.**
- C. Modify the Brilliant 100 Value Proposition to a 2.5% premium as compared to PG&E Rates, effective September 1, 2020.
- D. Set a renewables procurement floor at the current year RPS, while maintaining 100% carbon-free content for Brilliant 100 for fiscal year 2020-2021

The Board Discussed:

- Budget scenarios
- Review process
- Value proposition
- CALeVIP

17 members of the public spoke regarding:

- Increasing the Local Development funding
- Cooperative ownership/community projects
- Black Lives Matter
- Systemic Racism
- Environmental justice and equity
- The value propositions
- Power Mix
- Personnel budget
- Budget/rate setting transparency
- Economic crises
- Building resilience
- Equity metrics
- PCIA Increases
- Donating solar + Storage systems
- Disadvantaged communities
- Creating local clean jobs
- **Reducing the EV budget or diverting to public transportation**

Director Arreguin motioned to approve the Non-Covid scenario lowering the Bright Choice discount from 1.5% to 1%. Director Pentin seconded the motion which carried 13/1;No: Director Haggerty; Excused: Rood

18. Legal Services Contracts Approval (Action Item)

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute contracts with select legal firms in accordance with the legal budget, totaling \$970,000 for fiscal year 2020-2021.

Director Pentin motioned to approve the Legal Services Contracts Approval. Director Arreola seconded the motion which carried 14/0;Excused: Director Rood

R-2020-13

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

Chair Kalb requested the July 1, 2020 Board retreat begin at 4:00pm.

Director Arriola acknowledged Pride month and wished everyone a Happy Pride

20. Adjourned

Key:
R - Resolution
C- Contract
P - Policy



Consent Item 8

TO: East Bay Community Energy Board of Directors
FROM: Nick Chaset, Chief Executive Officer
SUBJECT: Contracts Entered Into
DATE: July 15, 2020

RECOMMENDATION

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

Items executed between June 11, 2020 and July 8, 2020;

C-2020-104 Healthy Communities, Inc, COVID-19 Community Relief Response Grant Agreement, (Oakland) Grant awarded in the amount of \$5,000 to support providing food, PPE, and cleaning services to seniors and community members and providing healthier and wellness services to seniors in response to the COVID-19 pandemic.

C-2020-105 Easterseals Northern California, COVID-19 Community Relief Response Grant Agreement, (Dublin) Grant awarded in the amount of \$5,000 to support virtual summer camp programs and supporting family members and care-givers in response to the COVID-19 pandemic.

C-2020-106 Centerville Free Dining Room, COVID-19 Community Relief Response Grant Agreement, (Fremont) Grant awarded in the amount of \$5,000 to support a sack lunch distribution program in response to the COVID-19 pandemic.

C-2020-107 Hively, COVID-19 Community Relief Response Grant Agreement, (Pleasanton) Grant awarded in the amount of \$5,000 to support the purchase of gift cards to purchase necessities like food and diapers, in response to the COVID-19 pandemic.

C-2020-108 LifeLong Medical Care, COVID-19 Community Relief Response Grant Agreement, (Berkeley) Grant awarded in the amount of \$5,000 to support purchasing

essential supplies and equipment for impacted populations, in response to the COVID-19 pandemic.

C-2020-109 Oakland Communities Unities for Equity and Justice, COVID-19 Community Relief Response Grant Agreement, (Oakland) Grant awarded in the amount of \$5,000 to support food distribution and food justice programs, in response to the COVID-19 pandemic.

C-2020-110 Partners for Change Tri-Valley, COVID-19 Community Relief Response Grant Agreement, (Livermore) Grant awarded in the amount of \$5,000 to support families with financial planning and counseling and provide salary compensation to staff to continue operations in response to the COVID-19 pandemic.

C-2020-111 Spectrum Community Services, COVID-19 Community Relief Response Grant Agreement, (Hayward) Grant awarded in the amount of \$5,000 to support trained instructors will continue to provide fitness programs for seniors, in response to the COVID-19 pandemic.

C-2020-112 St. Mary's Center, COVID-19 Community Relief Response Grant Agreement, (Oakland) Grant awarded in the amount of \$5,000 to support meal and food distribution to seniors and low-income families, design a new food delivery and distribution programs in response to the COVID-19 pandemic.

C-2020-113 Berkeley Food Network, COVID-19 Community Relief Response Grant Agreement, (Berkeley) Grant awarded in the amount of \$5,000 to support food security to community members, and to cover increased operating costs in response to the COVID-19 pandemic.

C-2020-114 Clean Energy Regulatory Research, (San Francisco) First Amendment to CSA extends term of Agreement through June 30, 2021 and adds \$25,000 for regulatory compliance services for that time.

C-2020-115 SMUD, (Sacramento) Amendment 10 to Exhibit A to Support Web Form for Resiliency Program at a cost of \$30,000 in June 2020.

C-2020-116 Olivine, (Berkeley) Consulting Service Agreement, for \$45,000 through September 30, 2020 for services related to development of an economic pro forma for EBCE ownership of a pilot network of twenty (20) Direct Current Fast Chargers and Level 2 charges at workplaces.

C-2020-117 City of Hayward, Reach Code Assistance Grant Agreement, Grant awarded in the amount of \$10,000 for the purpose of accelerating clean energy investments to enhance workforce development, promote stronger local economic activity, and increase community resilience.

C-2020-118 Fremont Family Resource Center Corporation, COVID-19 Community Relief Response Grant Agreement, Grant awarded in the amount of \$193,000 (\$75,000 to COVID-19 related problem solving, \$52,000 to support Safety Net Food Services, \$35,000 to purchase wellness kits for the elderly, \$20,000 in support to parents, \$11,000 Implementation of FRC Monitoring/Safety Protocols) in response to the COVID-19 pandemic.

C-2020-119 City of Dublin, COVID-19 Community Relief Response Grant Agreement, Grant awarded in the amount of \$50,500 to support Dublin non-profits and economically vulnerable residents, emergency rent assistance, and essential emergency expenses, in response to the COVID-19 pandemic.

C-2020-120 Nicole Arlette, (Oakland) Consulting Services Agreement for Diversity, Equity, and Inclusion services not to exceed \$3,750 through June 30, 2021.

C-2020-121 Peninsula Clean Energy, Silicon Valley Clean Energy, San Jose Clean Energy, Monterey Bay Community Power Authority ("MAG 5"), Addendum #2 to the Cost Sharing and Reimbursement Agreement, Each party agrees to mutually engage Singer Associates for Strategic Communications Services through December 31, 2020 (EBCE to primarily engage - see C-2020-100) total amount for each party NTE \$6,000.

C-2020-122 Jewish Family and Community Services East Bay, COVID-19 Community Relief Response Grant Agreement, (Fremont) Grant awarded in the amount of \$5,000 to support food, basic needs, financial assistance, and mental health programs, in response to the COVID-19 pandemic.

C-2020-123 Wilson, Sonsini, Goodrich and Rosati, (Seattle, WA) Consulting Services Agreement for legal services related to power procurement and related matters, not to exceed \$200,000 through June 30, 2021.

C-2020-124 Keyes and Fox, (San Francisco) Consulting Services Agreement for regulatory legal services, total amount NTE \$100,000 through June 30, 2021.

C-2020-125 Braun Blasing Smith Wynne, (Sacramento) First Amendment to Legal Services Agreement increased not to exceed by \$3,000 to a total of \$8,000 and adjusts the NTE term to follow EBCE's fiscal year from July 1 to June 30.

C-2020-126 SunRun (San Francisco) Strategic Co-Marketing Agreement from July 1, 2020 to December 31, 2021.

C-2020-127 City of Piedmont, Reach Code Assistance Grant Agreement, Grant awarded in the amount of \$10,000 for the purpose of accelerating clean energy investments to enhance workforce development, promote stronger local economic activity, and increase community resilience.

C-2020-128 City of Albany, Reach Code Assistance Grant Agreement, Grant awarded in the amount of \$10,000 for the purpose of accelerating clean energy investments to enhance workforce development, promote stronger local economic activity, and increase community resilience.

C-2020-129 Robert Half International (Oakland) Customer Agreement for Professional Services for a term of up to one year, from June 30, 2020 to June 30, 2021. Allow for temporary services and temporary to hire services, with a conversion fee.

C-2020-130 California Community Choice Association, Independent Contractor Services Agreement, EBCE will provide the hourly services of Doug Allen as Project Consultant at a cost of \$150 per hour to support CalCCA's initiative to develop a PCIA tool, not to exceed 20 hours per month, through December 31, 2020.

C-2020-131 Granicus, 12 month Master Agreement Software As a Service, cost for year one is \$62,250, with options to renew annually at a lesser cost.

C-2020-132 TRC Engineers, (Irvine, CA) Second Amendment to CSA adds additional scope to support the implementation of a kitchen electrification grant program and adds \$20,000 for a total NTE of \$240,000 through March 31, 2021.



Consent Item 9

TO: East Bay Community Energy Board of Directors

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

SUBJECT: Legislative Position on SB 1215

DATE: July 15, 2020

Recommendation

Take a "support" position on SB 1215 (Stern).

Background and Discussion

Senator Stern introduced Senate Bill (SB) 1215 on February 20, 2020. This bill would add Section 8373 to the Public Utilities Code, requiring the California Public Utilities Commission (CPUC), in consultation with the Office of Emergency Services, to create a database of critical facilities, critical infrastructure, and related critical circuits in Tier 2 or Tier 3 high fire-threat districts served by PG&E and other electrical corporations, and identify which serve low-income and disadvantaged communities. Furthermore, it would require electrical corporations to collaborate upon request with local governments in their service areas to identify critical circuits and microgrid projects. It would authorize community choice aggregators (CCAs) such as EBCE to use capacity resulting from their microgrid projects to satisfy certain resource adequacy (RA) requirements. Finally, it would require the CPUC and the California Independent System Operator to develop a methodology to account for the RA value of distributed storage no later than March 31, 2021.

EBCE's microgrid-type investments to date have been focused on resiliency efforts and aggregation of behind-the-meter solar plus storage projects, including the Sunrun contract for 500 kW as part of the Oakland Clean Energy Initiative and the contracts that will result from EBCE's participation in the joint agency Resiliency RFP. EBCE expects to continue to invest in microgrids to meet critical facility needs in our service territory, providing both resiliency and environmental benefits, as well as local investment benefits. Ensuring that EBCE's customers receive RA credit for these investments will lower customer costs. Given that supporting development of microgrids in our local communities and receiving RA credit for those investments as laid out in this bill align with EBCE's general legislative principles around accelerating decarbonization and promoting local development, as well as our public policy positions on disadvantaged communities and environmental sustainability as laid out in our Legislative Program, EBCE staff recommend taking a "support" position on SB 1215.

SB 1215 has passed out of the Senate and has been referred to the Assembly Utilities and Energy Committee. Amendments are anticipated in the policy committee and EBCE staff will continue to follow the bill as it is amended to assess whether the amendments would change our position.

Fiscal Impact

None.

Attachments

None.



Consent Item 10

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP of Marketing and Account Services

SUBJECT: Amendment to Consulting Services Agreement with Celery Design Collaborative

DATE: July 15, 2020

Recommendation

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute the Second Amendment to EBCE's Consulting Services Agreement with Celery Design Collaborative to extend the term to June 30, 2021 and set a budget of \$200,000 for the remaining term.

Background and Discussion

EBCE staff issued a competitive solicitation for an independent graphic and web design consultant on April 25, 2019. Ten proposals were submitted by the deadline of May 17, 2019. A small committee of three staff members scored the proposals independently and interviewed the top four contenders. Based on the interviews and references, staff selected Celery Design Collaborative, a small firm located in Berkeley and registered as a Small, Local, and Emerging Business (SLEB) with the County of Alameda.

The Board approved a contract with Celery at the regular meeting on July 17, 2019. The first amendment to expand the scope and budget of the agreement was approved by the Board on February 19, 2020. The term of the agreement ends on July 31, 2020.

EBCE continues to need the assistance of a professional graphic design and web development vendor. As such, staff recommends extending the term and budget for these services with Celery Design Collaborative.

Fiscal Impact

The cost for a designer was approved as part of the 2020/2021 fiscal year Marketing budget.

Attachments

- A. Resolution Authorizing the Chief Executive Officer to Negotiate and Execute a Second Amendment to the Consulting Services Agreement with Celery Design Collaborative
- B. Exhibit A - Second Contract Amendment to Consulting Services Agreement By and Between East Bay Community Energy Authority and Celery Design Collaborative

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY TO AUTHORIZE THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT WITH CELERY DESIGN COLLABORATIVE**

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

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 2019, EBCE selected and entered into an agreement with Celery Design Collaborative of Berkeley, California to provide Consulting Services for Graphic and Web Design Services; and

WHEREAS, a first amendment to the agreement was approved in February 2020; and

WHEREAS, Celery Design Collaborative has been executing said services to the satisfaction of EBCE staff; and

WHEREAS, EBCE continues to need support for graphic design and website development; and

WHEREAS, EBCE’s marketing budget for the 2020/2021 fiscal year included funds for a contracted designer.

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 the Second Amendment to the Consulting Services Agreement between EBCE and Celery Design Collaborative, in substantially the same form as attached in Exhibit A, to extend the term to June 30, 2021 and set a budget of \$200,000 for the remaining term. This agreement is billed on a time and material basis, and consultant rates are contained in Exhibit E of the Consulting Services Agreement. 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 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Secretary

**Second Amendment to Consulting Services Agreement by and Between
East Bay Community Energy Authority and Celery Design Collaborative**

This Second Amendment to the Agreement with Celery Design Collaborative for Consulting Services (“Second Amendment”) is made this 1st day of August, 2020, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and Celery Design Collaborative, a California Limited Liability Company (“Celery”), for the purposes of adding additional compensation, and extending the termination date.

Recitals

- A. EBCE and Celery entered into that certain Consulting Services Agreement dated July 17th, 2019 (“Agreement”), wherein Celery agreed to provide graphic and web design services to EBCE, with compensation not to exceed \$100,000.
- B. EBCE and Celery entered into that certain First Amendment to the Consulting Services Agreement on January 19, 2020 to add additional compensation, increasing the not-to-exceed amount by \$200,000 for a total amount not to exceed \$300,000, and to add to the scope of services.
- C. EBCE and Celery now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$200,000 to cover Fiscal Year 2020-2021 services for a total amount not to exceed \$500,000, and to extend the term through June 30, 2021.

Now therefore, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 2 of the Agreement (“Term”) is amended to extend the term of the Agreement through June 30, 2021.
- 2. Section 6 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$200,000 for a total amount not to exceed five hundred thousand dollars (\$500,000).
- 3. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
- 4. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
- 5. All other terms and conditions in the Agreement not otherwise modified by this Second Amendment will remain in full force and effect.

In witness whereof, the Parties have entered this Amendment on the date written above.

East Bay Community Energy Authority,
A Joint Powers Authority

Celery Design Collaborative
A California LLC

Nick Chaset
Chief Executive Officer

Brian Dougherty, Founder and Creative
Director

Date: _____

Date: _____

Approved as to form:

EBCE General Counsel

Exhibit B

Schedule

Task 1 - Graphic Design Services
PCL begin 8/1/2020, complete by 11/1/2020
Other items ongoing
Task 2 - Web Design, Hosting and Maintenance Services
Website Transfer Complete
Other items ongoing
Task 3 - Client Communication
Other items ongoing

All ongoing items schedule will be as requested by EBCE.

Exhibit E**Compensation/Budget**

This agreement is billed on a time and material basis, per the rates indicated below. Total invoices during the term of this agreement shall not exceed \$500,000 (\$200,000 for the term from July 1, 2020 to June 30, 2021). Any direct costs, such as web hosting, will be billed at the amount charged to the Consultant with no additional mark-up on price.

Name	Title	Hourly Rate
Brian Dougherty	Creative Director	\$150
Stephanie Welter-Krause	Art Director and Design Lead	\$150
Amy Glaiberman	Art Director and Design Lead	\$150
Christopher Paguio	Senior Designer	\$125
Shannon McGill	Senior Designer	\$125
William Lark	Senior Creative Technologist	\$175
Jennifer Jackson	Copywriter	\$175



Consent Item 11

TO: East Bay Community Energy Board of Directors
FROM: Taj Ait-Laoussine, VP Technology and Analytics
SUBJECT: Master Subscription Agreement with Salesforce, Inc.
DATE: July 15, 2020

Recommendation

Adopt a Resolution authorizing the CEO to negotiate and execute a Master Subscription Agreement with Salesforce.com Inc. ("Salesforce"), for software services to establish a Customer Relationship Management (CRM) system, with an annual licensing fee not to exceed \$170,000 as a sole-source procurement.

Background and Discussion

After a careful review of the existing software and technology landscape at EBCE, an assessment of staff needs, and an evaluation of commercially available off-the-shelf software, EBCE staff has budgeted for and is recommending the procurement and implementation of a CRM solution from Salesforce. This will serve the needs of the Local Development team, the Marketing and Account Services team, and will act as the official Customer System of Record. The context and roadmap associated with this recommendation has been described to the Executive Committee of the Board of Directors in Informational Item 6 of the June 26 Meeting (available [here](#)).

1. Needs Assessment, Review and Selection Process

Staff initiated the needs assessment, review and selection process in 2019, and continued it in 2020. The first step was to determine whether the CRM in place with EBCE's data management provider (SMUD) would fulfill the needs of staff. That CRM, while also based on Salesforce, was found to lack several key functions related to contact and lead tracking and management.

Staff then requested and obtained from SMUD a proposal to expand its current CRM capabilities to meet EBCE's marketing and local development needs. That proposal was ultimately deemed inadequate for the following reasons:

- The price proposal (\$300,000 one-time cost plus \$100,000 per year recurring) was deemed too high, given the fact that EBCE is already paying (at least in part) for licensing an existing Salesforce system with SMUD and the proposal did not seem to reflect any sort of economies of scale. The price proposal also did not offer sufficient price transparency to EBCE by failing to break out the various cost components of what was being added to the existing services.
- Accepting the proposal would further the situation where SMUD - rather than EBCE - is designated as the primary subscriber to the services. Staff felt that this would continue to limit its ability to direct the configuration of the application and to fully utilize its capabilities. It also means that any sort of customization or additional configuration would have to be completed by the SMUD team, and therefore would potentially result in EBCE incurring additional and marked-up costs.
- As EBCE transitioned from focusing on service implementation to focusing on the expansion of its product and service offerings, CRM emerged in late 2019 as a key system, and was deemed an essential and central system of record in the "to-be" state of its systems roadmap. Given the anticipated complexity of future program offerings and the need to interact with external data sets as well as other third parties, this further reinforced the decision that the CRM should be managed and maintained by EBCE, and not by a third-party. Such a configuration would also ease any possible future transition to other data management providers, and/or the disaggregation of data management services that are currently being bundled with SMUD.

Separately, EBCE staff conducted its own internal review of the various ways in which a CRM system would facilitate various business workflows. These sessions relied on input from several staff members from the Local Development, Marketing and Account Services, and Technology and Analytics teams. The workflows were considered from the perspective of the customer, the key account manager, the call center operator, EBCE staff, as well as third-party implementors.

Once these needs assessments were completed, and after determining that EBCE should pursue the licensing or subscription of its own CRM solution, staff then embarked on a process to evaluate commercially available off-the-shelf software solutions. Staff undertook a review of the marketplace for CRM solutions, and identified approximately 15 different solutions vendors. The solutions were evaluated both from a technology perspective, but also based on input from the Marketing and Account Services team and the Local Development team. Two top contenders emerged: Hubspot and Salesforce.

Staff then conducted a further scoring assessment of these two contenders, with Salesforce scoring higher than Hubspot, and with unanimous support for Salesforce from all staff members participating in the evaluation. The following advantages were cited:

- Overall, the suite of product and services being offered by Salesforce are the only ones that will properly meet all of the current and future needs of EBCE staff, as evidenced by the unanimous decision of multiple staff members in selecting Salesforce.
- Salesforce was deemed to have stronger marketing and lead management capabilities that were a better match for the use cases and needs assessment discussed above.
- Salesforce was deemed to have slightly stronger API and connectivity capabilities, ensuring that EBCE will be able to fully integrate its various data sets into the Salesforce CRM.
- Salesforce is the solution that has the most breadth and depth of capabilities to meet the current and future roadmap of EBCE. In particular, Salesforce's ecosystem of partners and system integrators ensure that there will in all likelihood be no future use case that EBCE cannot implement, particularly as it comes to call center integration.
- Budgetary estimates were obtained from both providers. While Hubspot came in cheaper (\$103,704 as the initial estimate vs. Salesforce at \$137,436 for a comparable quote), both amounts were within a reasonable range of expectations. Staff determined that the premium associated with Salesforce was justified given the capabilities and advantages associated with that platform, as described in the points above.

2. Proposed Subscription Services

EBCE then proceeded to review and finalize the budgetary quote obtained from Salesforce. As a summary, here are the components that staff selected:

- Service Cloud - this is the core CRM offering from Salesforce for customer service purposes. EBCE will be licensing the Enterprise Edition for up to 30 users.
- Pardot - this is the marketing function that works in an integrated manner with Service Cloud. EBCE will be licensing the "Plus" version to deal with what are known as "Custom Objects" that will facilitate the customization of the system to meet our needs. EBCE will be licensing the Plus version for up to 600K contacts (given a customer base of ~557K unique customers).
- Success Plans - these are additional customer service options that to enable EBCE to avail itself of extensive support resources. These may or may not be included in the final order.

EBCE staff has discussed these various services with Salesforce to ensure that they will meet the needs of the organization for the first year of subscription. Renewals will be subject to further negotiations and approvals. Including all discounts negotiated, the total annual license amount quoted for all services was just under \$150,000. Staff is

requesting authorization of up to \$170,000 in case of unforeseen adjustments. Staff may decide to remove some of the success plan components after a more careful review, which could reduce the overall cost by about \$20,000.

3. Anticipated Additional Costs

EBCE staff anticipates additional costs associated with the full implementation of Salesforce, which would also be incurred if it selected a different CRM provider (albeit at different cost levels):

- Core Salesforce Implementation - EBCE staff expects to retain the services of a System Integrator (SI) to assist with its implementation of Salesforce. Budgetary estimates received from 3 separate parties indicate that SI fees (which are billed on a time and materials basis) will be on the order of \$40K-\$70K. These fees are in addition to what is being requested for approval in this item. EBCE staff continues to research alternate options for System Integrators, and would welcome additional proposals, particularly from vendors located in the Authority's service territory.
- Further integration with SMUD Data - EBCE's existing Analytics Data Warehouse will be the core backbone supplying data to the Salesforce CRM. That warehouse is already populated via automated production-level data feeds from the SMUD system, but staff has identified additional data feeds that would be required to ensure that the CRM is fully operational as the customer system of record. Staff has received from SMUD a preliminary budgetary estimate of \$40K-\$60K as a one-time implementation fee for those services. Again, these fees are in addition to what is being requested for approval with this item.

4. Fiscal Impact

EBCE's approved budget for this fiscal year includes \$350k for CRM implementation. Given maximum subscription costs of \$170K for which approval is being sought today, additional implementation at a maximum of \$70K, and additional integration at a maximum of \$60K, the amount at this stage totals \$300K, below the budgeted amount.

5. Compliance with Administrative Procurement Policy

EBCE staff recommends that the engagement with Salesforce be conducted as a sole-source procurement under Section VI of the Administrative Procurement Policy, given the unanimous assessment by EBCE staff members involved in the evaluation process that Salesforce is the only provider that will fully and properly meet the needs of EBCE's current and future roadmap.

Attachments

- A. Resolution Authorizing the CEO to Negotiate and Execute a Master Subscription Agreement with Salesforce, Inc.
- B. Salesforce Master Subscription Agreement

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO
NEGOTIATE AND EXECUTE A MASTER SUBSCRIPTION AGREEMENT WITH
SALESFORCE, INC. TO PROVIDE SERVICES FOR THE ESTABLISHMENT OF A
CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM**

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 programs, as well as conduct marketing activities, 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 there is a desire for EBCE to own and maintain a Customer Relationship Management (CRM) system to ensure it can meet the needs of its marketing and local development objectives and continue to innovate;

WHEREAS EBCE staff has conducted a thorough assessment of the needs of EBCE for a CRM system and has evaluated several commercially available off-the-shelf software solutions to meet those needs;

WHEREAS the services offered by Salesforce, Inc. are determined to uniquely meet the current and future needs of EBCE;

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 Master Subscription Agreement with Salesforce, Inc. to subscribe to Salesforce services so as to establish a Customer Relationship Management System for a total amount not-to exceed \$170,000.00 annually, in substantially the same form as the draft attached hereto, and as may be further negotiated and revised by the CEO and approved by the General Counsel.

ADOPTED AND APPROVED this 15th day of July 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF SFDC SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF SFDC SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

SFDC's direct competitors are prohibited from accessing the Services, except with SFDC's prior written consent.

This Agreement was last updated on June 6, 2020. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means SFDC services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance____documentation at <https://trust.salesforce.com/en/trust-and-compliance-documentation/> and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"Free Services" means Services that SFDC makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange at <http://www.salesforce.com/appexchange>, or the Heroku add-ons catalog at

<https://elements.heroku.com/>, and any successor websites.

“Non-SFDC Application” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Customer, will be identifiable as such.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-SFDC Applications.

“SFDC” means the salesforce.com company described in the “SFDC Contracting Entity, Notices, Governing Law, and Venue” section below.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SFDC RESPONSIBILITIES

- 2.1 Provision of Purchased Services.** SFDC will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable SFDC standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond SFDC’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
- 2.2 Protection of Customer Data.** SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Except with respect to a free trial, the terms of the data processing addendum at <https://www.salesforce.com/company/legal/agreements.jsp> (“DPA”) are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SFDC will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SFDC will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.
- 2.3 SFDC Personnel.** SFDC will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SFDC’s obligations under this Agreement, except as otherwise specified in this Agreement.
- 2.4 Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at

<https://www.salesforce.com/company/legal/agreements.jsp>.

- 2.5 Free Trial.** If Customer registers on SFDC's or an Affiliate's website for a free trial, SFDC will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by SFDC in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SFDC" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

- 2.6 Free Services.** SFDC may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that SFDC, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that SFDC will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if SFDC terminates Customer's account, except as required by law SFDC will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SFDC" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY

IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

- 3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.
- 3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding SFDC’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below.
- 3.3 Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SFDC promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements.jsp>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC’s judgment threatens the security, integrity or availability of SFDC’s services, may result in SFDC’s immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of SFDC intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
- 3.5 Removal of Content and Non-SFDC Applications.** If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in SFDC’s judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer’s access to Content through the Services.

4. NON-SFDC PRODUCTS AND SERVICES

- 4.1 Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other Non-SFDC products or services, whether or not they are designated by SFDC as “certified” or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.
- 4.2 Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

5. FEES AND PAYMENT

- 5.1 Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 5.2 Invoicing and Payment.** Customer will provide SFDC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SFDC. If Customer provides credit card information to SFDC, Customer authorizes SFDC to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SFDC will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information.
- 5.3 Overdue Charges.** If any invoiced amount is not received by SFDC by the due date, then without limiting SFDC’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.
- 5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer’s credit card), SFDC may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.
- 5.5 Payment Disputes.** SFDC will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 Taxes.** SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable

Order Forms, this Agreement and the Documentation.

- 6.3 License by Customer to SFDC.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-SFDC Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for SFDC to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data and information about Customer's usage of the Non-SFDC Application as appropriate for the interoperability of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-SFDC Application or such program code.
- 6.4 License by Customer to Use Feedback.** Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SFDC's or its Affiliates' services.
- 6.5 Federal Government End Use Provisions.** SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. CONFIDENTIALITY

- 7.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SFDC services.
- 7.2 Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, SFDC may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SFDC Application Provider to the extent necessary to perform SFDC's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that

Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2 SFDC Warranties.** SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.
- 8.3 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

- 9.1 Indemnification by SFDC.** SFDC will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SFDC in writing of, a Claim Against Customer, provided Customer (a) promptly gives SFDC written notice of the Claim Against Customer, (b) gives SFDC sole control of the defense and settlement of the Claim Against Customer (except that SFDC may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives SFDC all reasonable assistance, at SFDC’s expense. If SFDC receives information about an infringement or misappropriation claim related to a Service, SFDC may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SFDC’s warranties under “SFDC Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SFDC, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-SFDC Application or Customer’s breach of this Agreement, the Documentation or applicable Order Forms.
- 9.2 Indemnification by Customer.** Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging (a) that any Customer Data or Customer’s use of Customer Data with the Services, (b) a Non-SFDC Application provided by Customer, or (c) the combination of a Non-SFDC Application provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or arising from Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a “Claim Against SFDC”), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (a) promptly gives Customer written notice of the Claim Against SFDC, (b) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (c) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from SFDC’s breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3 Exclusive Remedy.** This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third party claim described in this section.

10. LIMITATION OF LIABILITY

- 10.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY

IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SFDC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, SFDC will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SFDC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-SFDC Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as SFDC retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between SFDC and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

- 12.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 12.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SFDC will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 SFDC Contracting Entity, Notices, Governing Law, and Venue.** The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	salesforce.com, inc., a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel.	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções, CEP 04576-010 São Paulo - SP	Brazil	São Paulo, SP, Brazil
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel.	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France.	France	Paris, France

Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany.	Germany	Munich, Germany
Italy	Salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L.U., a limited liability company incorporated in Spain	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited (f/k/a salesforce.com EMEA Limited), a limited liability company incorporated in England	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited (f/k/a salesforce.com EMEA Limited), Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom.	England	London, England
A Country in Europe, the Middle East or Africa, other than France, Germany, Italy, Spain, and the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - 3rd and 4th Floor, 1 Central Park Block G, Central Park, Leopardstown, Dublin 18, Ireland	England	London, England
Japan	Kabushiki Kaisha Salesforce.com, a Japan corporation	JP Tower 12F, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7012, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel.	Japan	Tokyo, Japan
A Country in Asia or the Pacific region, other than Japan, Australia or New Zealand	Salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel.	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	201 Sussex Street, Darling Park Tower 3, Level 12, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel.	New South Wales, Australia	New South Wales, Australia

- 12.10 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.
- 12.11 Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
- 12.12 Local Law Requirements: France.** With respect to Customers domiciled in France, in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.
- 12.13 Local Law Requirements: Germany.** With respect to Customers domiciled in Germany, Section 8 “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS”, Section 9.3 “Exclusive Remedy”, and Section 10 “LIMITATION OF LIABILITY” of this Agreement are replaced with the following sections respectively:

8 WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

8.1 Agreed Quality of the Services. SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services.

8.2 Content. SFDC is not designating or adopting Content as its own and assumes no warranty or liability for Content. The parties agree that the “Reporting of Defects”, “Remedies resulting from Defects” and “Exclusions” section shall apply accordingly to SFDC’s responsibility in the event SFDC is deemed responsible for Content by a court of competent jurisdiction.

8.3 Reporting of Defects. Customer shall report any deviation of the Services from the “Agreed Quality of the Services” section (“Defect”) to SFDC in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to SFDC any useful information available to Customer for rectification of the Defect.

8.4 Remedies resulting from Defects. SFDC shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that SFDC had enough time for curing the Defect. The “Refund or Payment upon Termination” section, sentence and 1 and sentence 3 shall apply accordingly. If SFDC is responsible for the Defect or if SFDC is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.

8.5 Defects in Title. Defects in title of the Services shall be handled in accordance with the provisions of Clause 9 “Mutual Indemnification”.

8.6 Exclusions. Customer shall have no claims under this Clause 8 “Warranty” if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation and the applicable Order Forms.

9.3 Liability resulting from Indemnification for Customers domiciled in Germany. The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

10. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

10.1 Unlimited Liability. The Parties shall be mutually liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law.

10.2 Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties’ liability shall be limited to foreseeable

damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

10.3 Liability Cap. Unless the parties are liable in accordance with “Unlimited Liability” section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer’s and its Affiliates’ payment obligations under the “Fees and Payment” section above.

10.4 Scope. With the exception of liability in accordance with the “Unlimited Liability” section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party’s damages against the respective other party’s employees, agents or bodies.

12.14 Local Law Requirements: Italy. With respect to Customers domiciled in Italy, Section 5.2 “Invoicing and Payment”, Section 5.3 “Overdue Charges”, Section 5.4 “Suspension of Service and Acceleration”, and Section 12.2 “Anti Corruption” of this Agreement are replaced with the following sections respectively:

5.2. Invoicing and Payment

5.2.1 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. The parties acknowledge that invoices are also be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Agenzia delle Entrate’s Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

5.2.2 Electronic Invoicing. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Customer shall provide to SFDC at least the following information in writing: Customer full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) SFDC to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires SFDC to issue an invoice again, shall not result in an extension of the payment term set out in the “Invoicing and Payment” section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

5.2.3 Split Payment. If subject to the “split payment” regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to SFDC the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to SFDC and, if applicable, Customer shall provide proof of such VAT payment to SFDC.

5.3 Overdue Charges. Subject to the “Payment Disputes” section below, if any invoiced amount is not received by SFDC by the due date, then without limiting SFDC’s rights or remedies, those charges, without the need for notice of default, may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law (Legislative Decree no. 231/2002), whichever is lower and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

5.4. Suspension of Service. Subject to the “Payment Disputes” section below, if any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer’s credit card), SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

12.2 Anti-Corruption.

12.2.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2.2 Code of Conduct and Organization, Management and Control Model. Customer acknowledges that SFDC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the SFDC Code of Conduct which is available at the following link: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf. Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the SFDC Code of Conduct by Customer may entitle SFDC, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 11.3(i) above.

12.15 Local Law Requirements: Spain. With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.



Consent Item 12

TO: East Bay Community Energy Board of Directors

FROM: Jessie Denver

SUBJECT: Adopt a Resolution authorizing the CEO to amend the Consulting Services Agreement with Frontier Energy, Inc.

DATE: July 15, 2020

Recommendation

Adopt a Resolution of the Board of Directors of the East Bay Community Energy Authority ("Board") authorizing the CEO to amend the Consulting Services Agreement with Frontier Energy, Inc. to conduct services necessary to assist with completion of municipal fleet electrification assessments and deployment plans on behalf of Alameda County and the City of Hayward.

Background and Discussion

Through its Local Development Business Plan ("LDBP"), EBCE is developing distributed energy resource ("DER") solutions through strategic program planning that provide net benefits to customers, including EBCE's local government partners. DER program initiatives include but are not limited to plug-in electric vehicle ("EV") charging infrastructure support, and local renewable energy and battery energy storage programs that increase community resilience.

Signed January 2018, Executive Order B-48-18 reaffirmed California's commitment to zero emission transportation and set a new goal of 5 million zero emission vehicles ("ZEV") on roadways by 2030. It also set an interim goal of at least 1.5 million ZEVs on roadways by 2025 which will catalyze the momentum necessary to scale to 2030. The California Energy Commission ("CEC") has estimated that to meet this interim goal, more than 60,000 ZEVs will need to be on Alameda County roads. Today there are approximately 35,000 registered ZEVs countywide.

To support the state's targets, EBCE is prioritizing vehicle electrification initiatives through the LDBP. To that end, in 2019 EBCE reached out to its local government partners to inquire if there was interest in collaborating on a municipal fleet electrification assessments and deployment plans (the "Project").

Fleet electrification offers local governments economic benefits including lower lifecycle costs than internal combustion engine vehicles, and reduced fuel price volatility risk. Deployment of

EVs in municipal fleets also supports the local economy through the procurement of clean electricity from EBCE, while eliminating criteria air pollutants and reducing greenhouse gas emissions.

The goal of the Project is to enable EBCE's local government partners to lead by example through vehicle electrification in the communities they serve. The initial cohort of local governments that committed to Project collaboration with EBCE included Albany, Berkeley, Dublin and Oakland. Other local government partners (cities and county) expressed interest in the Project's goals and objectives but did not have bandwidth to commit to participating at the time.

A key objective of the Project is to assist EBCE's partners in overcoming the perceived barriers to municipal fleet electrification listed below. Eliminating these hurdles will help meet the climate action, operational, and financial resiliency goals of EBCE and the cities participating in the Project.

- Concerns about the feasibility of EVs for municipal operations
- Prohibitive initial EV purchase price
- Clarification of the EV and charging infrastructure value proposition (e.g., difficult to calculate total cost of ownership)
- Inadequate charging infrastructure/siting limitations (e.g., electric service panel and transformer upgrades; parking configurations, etc.);
- Inadequate product availability
- Vehicle maintenance costs and needs are unfamiliar to staff
- Concerns about reliability and resilience in the event of a grid outage
- Limited experience with EVs, charging infrastructure and other DER project financing options
- Difficult to get buy-in and budget from top leadership

In June 2019 the Board authorized a \$400,000 budget to provide technical assistance to EBCE's local government partners that would support the completion of municipal fleet electrification assessments and deployment plans. On September 17, 2019 EBCE issued a Request for Proposals ("RFP") seeking consultant services to assist with the Project's scope of work. An evaluation committee made up of representatives from the participating cities, including fleet management, and EBCE staff selected the Frontier Energy, Inc. consultant team. In November 2019 the Board authorized the CEO to execute a consulting services agreement with Frontier Energy, Inc. The first phase of the Project's technical assistance is currently underway on behalf of the cities of Albany, Berkeley, Dublin and Oakland.

Since Project launch, Alameda County and the City of Hayward have committed to participating in the technical assistance offering as well. Amending the existing Frontier Energy, Inc. consulting services agreement will increase the current project budget from an NTE amount of \$250,000 to an NTE amount of \$400,000. It will also extend the term of the agreement to November 30, 2021, to account for COVID-19 related delays for the first phase cities and accommodate inclusion of the new communities.

EBCE will continue to manage Frontier Energy, Inc. tasks and deliverables, coordination with the participating city and county staff, and the budget associated with the Project. It is recommended that the Board authorize the CEO to amend the Consulting Services Agreement in substantially the same form attached as Exhibit A with Frontier Energy, Inc. to conduct

services necessary to assist with completion of municipal fleet electrification assessments and deployment plans on behalf of Alameda County and the cities of Albany, Berkeley, Dublin, Hayward and Oakland.

Fiscal Impact

The total value of this contract is \$400,000.

Attachments

- A. Resolution to amend the consulting services agreement with Frontier Energy, Inc.
- B. First Amendment to Frontier Energy Consulting Services Agreement

RESOLUTION NO.
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO AMEND
THE CONSULTING SERVICES AGREEMENT WITH FRONTIER ENERGY, INC. TO CONDUCT
SERVICES NECESSARY TO ASSIST WITH COMPLETION OF MUNICIPAL FLEET
ELECTRIFICATION ASSESSMENTS AND DEPLOYMENT PLANS

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.

WHEREAS, in 2019, EBCE offered technical assistance to its local government partners and the cities of Albany, Berkeley, Dublin and Oakland committed to collaborating on the completion of municipal fleet electrification assessments and distributed energy resources (“DER”) deployment plans.

WHEREAS, EBCE issued a Request for Proposals (“RFP”) for consultant services to assist with task and deliverables associated with municipal fleet electrification assessments and DER deployment plans.

WHEREAS, The Frontier Energy, Inc. team was selected through the competitive RFP process and has experience conducting municipal fleet electrification assessments, financial analysis, and DER deployment plans (e.g., EV charging infrastructure, solar and battery energy storage).

WHEREAS, EBCE entered into a contract with Frontier Energy, Inc. to assist with the completion of municipal fleet electrification assessments and DER deployment plans to enable its local government partners to transition from internal combustion engines vehicles to electric vehicles in a coordinated and fiscally responsible way.

WHEREAS, in 2020 the County of Alameda and the City of Hayward also committed to participating in EBCE’s technical assistance offer and will collaborate with the project team on the completion of municipal fleet electrification assessments and DER deployment plans.

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

Section 1. The CEO or his or her designee is hereby authorized to negotiate and execute the Amendment to the Consulting Services Agreement between EBCE and Frontier Energy, Inc. in substantially the same form attached as Exhibit A, which shall be effective until November 30, 2021, and shall not exceed \$400,000 in total compensation, to assist EBCE and its local government partners with completion municipal fleet electrification assessment and planning tasks and deliverables. 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 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

First Amendment to Consulting Services Agreement by and Between East Bay Community Energy Authority and Frontier Energy, Inc

This First Amendment to the Agreement with Frontier Energy, Inc for Consulting Services (“First Amendment”) is made this 15th day of July, 2020, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and Frontier Energy, Inc, a California Corporation, for the purposes of adding additional compensation, adding additional services to the scope, extending the termination date, and updating the schedule.

Recitals

- A. EBCE and Frontier Energy entered into that certain Consulting Services Agreement dated November 1, 2019 (“Agreement”), wherein Frontier Energy agreed to provide electric vehicle and charging infrastructure analysis services to EBCE, with compensation not to exceed \$250,000.
- B. EBCE and Frontier Energy now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$150,000 to cover additional municipal fleet electrification assessment technical assistance for the City of Hayward and Alameda County for a total amount not to exceed \$400,000, and to extend the term.

Now therefore, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 2 of the Agreement (“Term”) is amended to extend the term of the Agreement through November 30, 2021.
- 2. Section 6.1 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$150,000 for a total amount not to exceed four hundred thousand dollars (\$400,000).
- 3. Exhibit A (“Scope of Work”) of the Agreement is replaced in its entirety by Exhibit A, attached hereto.
- 4. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
- 5. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
- 6. All other terms and conditions in the Agreement not otherwise modified by this First Amendment will remain in full force and effect.

In witness whereof, the Parties have entered this Amendment on the date written above.

East Bay Community Energy Authority,
A Joint Powers Authority

FRONTIER ENERGY,
A California Corporation

Nick Chaset
Chief Executive Officer

Name:
President

Date: _____

Date: _____

Approved as to form:

Name:
Chief Financial Officer

Date: _____

EBCE General Counsel

Exhibit A

Scope of Work

The Consultant will work with EBCE and the cities of Albany, Berkeley, Dublin, Hayward and Oakland, and the County of Alameda (“Participating Municipal Governments”) to analyze the role of electric vehicles (“EV”), EV charging infrastructure technologies (“EVSE”) and supporting Distributed Energy Resources (“DER”) needed to accelerate municipal fleet electrification. The Consultant will a) conduct fleet assessments that identify right sizing, vehicle retirement and electrification options in line with each city’s commitments/goals, b) identify charging needs and barriers at sites where vehicles are domiciled, c) make vehicle and EVSE technology and site planning recommendations, and d) assess suitability of integrating other DER solutions to optimize EV adoption.

Phase I: Municipal Fleet Assessments

Task 1.1: Assess and Report City’s Fleet of Vehicles

Consultant will complete a systematic evaluation of all municipal-operated fleet vehicles in the following order: Berkeley, Albany, Dublin, Hayward, Alameda County and Oakland.

This evaluation will include on-road light, medium and heavy-duty vehicle inventories to be provided by each municipal department. To the maximum extent possible, data collected should include vehicle make, model, age; operation and maintenance costs; fuel type, annual consumption and associated procurement expense; vehicle procurement date and expected service life; owning/using department; parking assignment; and annual vehicle utilization.

This data may be supplemented by interviews with city staff to gain a comprehensive understanding of the cost and benefits of a transition from fossil fuel powered internal combustion engine fleet vehicles to plug-in EVs. Based on provided data, and supplemental information gained through coordination with the participating cities, the consultant will prepare a report that identifies fleet right sizing, retirement and specific electrification recommendations for each vehicle analyzed.

Deliverables:

1. Summarized vehicle data, and fleet management recommendations (e.g., right sizing, retirement).
2. Report documenting fleet assessment with detailed and specific vehicle electrification recommendations for each municipal fleet portfolio.

Task 1.2: Determine Vehicle Energy Requirements and Charging Needs

The Consultant will leverage the results of Task 1.1 to understand the charging requirements of each fleet EV and estimate electric load forecasts and charging

infrastructure requirements for each municipal facility where EVs will be deployed. The Consultant will also recommend grid integration and smart charging technologies that should be considered to eliminate barriers and optimize the benefits of fleet electrification. Where fleet vehicles are co-located with workplace and potentially publicly available charging options, the Consultant will assess opportunities for additional EVSE investments.

Deliverables:

1. Charging profile report documenting EV needs for each municipal fleet, forecasted electrical load profiles for each recommended EV based on specific departmental use case, and charging infrastructure needed at each municipal facility where vehicles will be domiciled and charged. The Consultant shall include in each city's report maps illustrating the locations of charging infrastructure by type and quantity to meet the use case of specific fleet vehicles.

Phase 2: Site and Technology Evaluation

Task 2.1: Conduct DER Suitability Analysis

Consultant will leverage Task 1.2 (e.g., EVSE host site charging requirements) to assess potential integration of other DER solutions (e.g., solar photovoltaics, battery energy storage) at municipal facilities where concentrations of fleet EVs will be domiciled. The Consultant will work with EBCE and city staff to understand municipal facility electrical load data (e.g., building load, usage and electric rate) and specific site conditions (available space, roof condition and orientation, electrical panel capacity and switchgear location).

The Consultant shall conduct initial site surveys (on-site visits and use of remote using satellite imagery) to create an estimate of EVSE ports to be installed (leveraging Task 1.2) and preliminary PV design. High-level ESS capacities will be estimated based on electrical load data available through EBCE. This work will be completed at up to 20 sites across the participating cities.

Following the DER capacity screening, the Consultant will perform a final ranking adjustment by considering ease of permitting and construction.

Deliverables:

1. DER suitability report outlining screening of municipal sites. Report should include a detailed description of the factors analyzed, as well as a prioritized list of each site analyzed and technology recommendations to support fleet EVs.

Phase 3: Making the Business Case

Task 3.1: Conduct Financial Cost/Benefit Analysis

Consultant will use data from Tasks 1 and 2 to develop a total cost of ownership model for each municipal fleet under two scenarios: 1) business-as-usual, and 2) vehicle electrification. This financial analysis should include but is not limited to:

- Vehicle Purchase/Lease Cost
- Infrastructure Development Costs
- Lifetime Maintenance Cost and Savings
- Lifetime Fuel Cost and Savings
- Auction Proceed Estimates (e.g., sale of vehicles)

Consultant will also leverage the DER suitability analysis to estimate the financial costs and benefits to various integrated technology deployment approaches, and will recommend the best sites, technology configurations, and financial models. Finally, the Consultant will estimate the annual GHG impacts of a transition to EVs against business-as-usual (e.g., baseline). This estimate should include impacts for both plug-in hybrid EVs and battery electric vehicles, and the percentage of change.

- G-VMT
- E-VMT
- Gasoline/diesel (gallon)
- Electricity (GGE)
- MPEe
- GHG (MTCO_{2e})
- GHG (g/mile)

Task 3.2: Prepare Fleet Transition Plans

Consultant will leverage Task 1-3 deliverables to develop a formalized EV deployment plans for each municipal fleet in line with each city's commitments/goals. Each plan should address upcoming and subsequent procurement cycles to ensure fiscally responsible EV acquisition and DER technology deployment.

Deliverables:

1. Financial and benefits analyses and determinations.
2. Reporting on vehicle, site, DER technology and financial model recommendations.
3. Scenarios to meet each fleet's electrification requirements with the greatest ease of implementation and integration.

Progress Reports

Monthly progress reports will be due to EBCE describing progress toward completion of the work outlined above until the end of the Project.

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

Frontier Energy will provide services to EBCE through November 2021:

1st Quarter

- Task 1.1 – initiated for Berkeley (and potentially smaller fleets)
- Task 1.2 – same as above
- Task 2.1 – same as above

15 days after end of Q1: Quarterly Report #1 Due

2nd Quarter

- Task 1.1 – completed for Berkeley (and potentially smaller fleets); initiated for
- Oakland
- Task 1.2 – completed for Berkeley; same as above
- Task 2.1 – completed for Berkeley; same as above
- Task 3.1 – initiated and completed for Berkeley; initiated for all other participating
- cities
- Task 3.2 – initiated and completed for Berkeley; same as above

15 days after end of Q2: Quarterly Report #2 Due

3rd Quarter

- Task 1.1 – ongoing
- Task 1.2 – ongoing
- Task 2.1 – ongoing
- Task 3.1 – ongoing
- Task 3.2 – ongoing

15 days after end of Q3: Quarterly Report #3 Due

4th Quarter:

- Task 1.1 - ongoing
- Task 1.2 - ongoing
- Task 2.1- ongoing
- Task 3.1 - ongoing
- Task 3.2 – ongoing

15 days after end of Q4: Quarterly Report #4 Due

5th Quarter:

- Task 1.1 - ongoing
- Task 1.2 - ongoing
- Task 2.1- ongoing
- Task 3.1 - ongoing
- Task 3.2 – ongoing

15 days after end of Q5: Quarterly Report #5 Due

6th Quarter:

- Task 1.1 - ongoing
- Task 1.2 - ongoing
- Task 2.1- ongoing
- Task 3.1 - ongoing
- Task 3.2 - ongoing

15 days after end of Q6: Quarterly Report #6 Due

7th Quarter:

- Task 1.1 - ongoing
- Task 1.2 - ongoing
- Task 2.1- ongoing
- Task 3.1 - ongoing
- Task 3.2 – ongoing

15 days after end of Q7: Quarterly Report #7 Due

8th Quarter:

- Task 1.1 - completed for all Participating Municipal Governments
- Task 1.2 - completed for all Participating Municipal Governments
- Task 2.1- completed for all Participating Municipal Governments
- Task 3.1 - completed for all Participating Municipal Governments
- Task 3.2 - completed for all Participating Municipal Governments

15 days after end of Q8: Quarterly Report #8 Due

Exhibit E**Compensation/Budget**

Services under this Agreement are not to exceed \$400,000 and will be compensated based on the following hourly rates:

Name	Title	Hourly Rate	Summary of qualifications
David Park	Sr. Engineer/Program Manager (Frontier)	\$189	25 years of experience with air quality and transportation programs for government and industry
Adam Walburger	Vice President (Frontier)	\$280	20 years of experience in DER analysis for state agencies, utilities, and industrial clients
Angel Garza	Sr. Program Coordinator (Frontier)	\$106	Four years of experience in water and energy assessments
Dan Robb Carina Patton	Engineer (Frontier)	\$156	Ten years of experience in DER analysis and evaluation
Nick Genzel	Program Consultant/ Analyst (Frontier)	\$124	Three years of experience in DER systems analysis
Mike Usen	Sr. Planner (DKS)	\$210	Leads DKS' company-wide electric vehicle charging infrastructure planning and design practice
Gurbir Antaal	Jr. Engineer (DKS)	\$135	Four years of experience in designing electrical systems for transportation
Mahdi Pour Rouholamin	Engineer (DKS)	\$160	Six years experience with data science and analytics
Chad Martinell	Sr. Engineer (DKS)	\$175	15 years of experience in transportation planning, including EVSE for fleets
Patrick Couch	Senior Vice President (GNA)	\$252	13 years of experience with feasibility studies for alternative fuel fleets
Jarrod Kohout	Project Director (GNA)	\$237	Four years experience in project management for alt fuel initiatives
Jason Greenblatt	Program Manager (GNA)	\$162	10 years of experience with transportation electrification
Eleanor Johnstone	Senior Associate (GNA)	\$149	Seven years of experience in data collection and analysis



Consent Item 13

TO: East Bay Community Energy Board of Directors

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

SUBJECT: Adopt a Resolution authorizing the CEO to negotiate and execute a
Consulting Services Agreement with CALSTART

DATE: July 15, 2020

RECOMMENDATION

Adopt a Resolution of the Board of Directors of the East Bay Community Energy Authority authorizing the CEO or his designee to negotiate and execute a two year Consulting Services Agreement with CALSTART to conduct services necessary to assist with medium and heavy-duty commercial fleet electrification pilot project development and implementation.

BACKGROUND

California is the largest gateway for international trade and domestic commerce in the U.S., with an interconnected system of ports, highways, and roads that allow freight from around the world to move nationwide. Alameda County plays a significant role in this economy as an important logistics hub and home to one of the busiest container ports in the country, the Port of Oakland. Additionally, 1.5 million tons of air freight move through Oakland International Airport annually to warehouses throughout Alameda, neighboring San Joaquin County, and beyond.

Within EBCE's service area a network of interstates and highways move this freight to regional, state and national markets. These include I-5, I-80, I-580, I-680, I-880 and I-980 each of which are among the most heavily used roadways in the nine county San Francisco Bay Area. Although freight trucks and delivery vans represent a small share of all vehicles on the road, they contribute to a disproportionate fraction of fuel consumption, greenhouse gas ("GHG") emissions and air pollution. As a result, residents living along freight corridors in Alameda and San Joaquin counties are exposed to some

of the highest levels of air pollutants in the state including toxic diesel particulate matter.¹

California is working to meet challenging mandates to reduce air pollutants in order to protect public health and meet state climate change targets including:

- Federal health-based ambient air quality standards (key dates in 2023 and 2031)
- 40% reduction in GHGs by 2030;
- 80% reduction in GHGs by 2050; and
- 50% reduction in petroleum use by 2030

Achieving these goals requires a rapid transformation of the transportation and goods movement sector with significant contributions from public agencies and private businesses.

EBCE's Local Development Business Plan prioritizes development of partnerships, projects and programs that will curb freight emissions in its service area and contribute to meeting the state's goals. To that end, in 2019 EBCE joined the *Global Commercial Vehicle Drive to Zero Program* ("Drive to Zero"). Drive to Zero is a first-of-its-kind initiative led by CALSTART, a nonprofit organization recognized nationally and internationally for its industry leading medium and heavy-duty ("M/HD") market and zero-emission vehicle technology expertise. CALSTART is also the administrator of both of California's major M/HD incentive programs: The Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project ("HVIP") and the Clean Off-Road Equipment Voucher Incentive Project ("CORE").

Drive to Zero is accelerating the growth of zero-emission commercial vehicles and is built upon a technology strategy that identifies the market segments where these technologies will succeed and help drive growth in other commercial vehicle segments. Together with CALSTART, EBCE aims to establish its service area as a first mover market for M/HD-duty commercial fleet electrification.

Approving this Resolution will allow EBCE to analyze the ecosystem of M/HD vehicle fleets operating in Alameda and San Joaquin counties. It will also enable development and implementation of a technical assistance Pilot Project that will make it simple and cost effective for commercial fleet operators to transition to zero-emission M/HD technologies powered by EBCE.

DISCUSSION

On June 25, 2020 the California adopted the most ambitious zero-emission M/HD truck policy in the world. The state's Air Resources Board approved the *Advanced Clean Truck rule* ("ACT"), which is part of a comprehensive approach to accelerate a large-scale transition of zero-emission M/HD vehicles from Class 2b to Class 8. The regulation has

¹ [Alameda County Freeway System Fact Sheet \(2018\)](#)

two components including a manufacturer sales requirement and a large company and fleet reporting requirement.

- Zero-emission truck sales: Manufacturers who certify Class 2b-8 chassis or complete vehicles with combustion engines would be required to sell zero-emission trucks as an increasing percentage of their annual California sales from 2024 to 2035. By 2035, zero-emission truck/chassis sales would need to be 55% of Class 2b - 3 truck sales, 75% of Class 4 - 8 straight truck sales, and 40% of truck tractor sales.
- Company and fleet reporting: Large employers including retailers, manufacturers, brokers and others would be required to report information about shipments and shuttle services. Fleet owners, with 50 or more trucks, would be required to report about their existing fleet operations. This information would help identify future strategies to ensure that fleets purchase available zero-emission trucks and place them in service where suitable to meet their needs.

The ACT has set an unprecedented signal to manufacturers that California is creating the premier first-mover market for zero-emission trucks in the world. As a result, the state is also well positioned to see the majority of the accompanying economic, jobs, clean air and climate benefits. To ensure the success of the ACT, EBCE's Local Development program will work to create an ecosystem of complementary, aligned projects, incentives and investments throughout Alameda and San Joaquin counties.

The first of these efforts will be to develop and implement a no-cost technical assistance Pilot Project for target fleet operators in collaboration with CALSTART. The Pilot Project will provide comprehensive fleet and charging infrastructure assessments, analysis of the business case (e.g., total cost of ownership), and offer fleet operators vehicle/charging infrastructure incentive application support.

EBCE's Pilot Project "concierge service" is intended to help fleet operators overcome the perceived barriers associated with M/HD zero-emission vehicles listed below. Eliminating these hurdles will also help accelerate the State's goals and position EBCE's service area as a first mover market for urban delivery and freight electrification.

- Concerns about the feasibility of zero-emission vehicles for M/HD operations
- Prohibitive initial vehicle purchase price
- Clarification of the vehicle / charging infrastructure value proposition (e.g., difficult to calculate total cost of ownership)
- Inadequate charging infrastructure/siting limitations (e.g., electric service panel and transformer upgrades; parking configurations, etc.)
- Inadequate product availability
- Vehicle maintenance costs and needs are unfamiliar to staff
- Concerns about reliability and resilience in the event of a grid outage

- Limited experience with zero-emission vehicles, charging infrastructure project financing options
- Difficult to get buy-in and budget from corporate leadership

To develop the Pilot Project, EBCE will work with CALSTART to first analyze applicable DMV registration data. This will enable EBCE to understand the vehicle classes (Class 2-8) on the road today and identify target fleet categories as well as specific fleets and freight users that would benefit from the Pilot Project.

Sole Source Procurement

EBCE's Procurement Policy permits the Board to dispense with the otherwise applicable competitive solicitation procedures for the procurement of services when it is apparent that the needed service is uniquely available from a single source, or for all practical purposes, it is justifiably in the best interest of EBCE. This exception to the solicitation requirements is necessary for EBCE's agreement with CALSTART.

CALSTART is a California based nonprofit with offices throughout the state including in Berkeley and has demonstrated national and international experience providing services that align with EBCE's needs. Through the Drive to Zero program, CALSTART also has the necessary industry relationships that will assist EBCE in creating a first mover market for M/HD zero-emission vehicles in Alameda and San Joaquin counties. Finally, CALSTART is also the source of the resources noted below which will be key to Pilot Project implementation.

- CALSTART administers *both* of California's M/HD zero-emission, charging infrastructure and off road equipment incentive programs: HVIP and CORE
- Because CALSTART is the administrator of the State's incentive programs, they also have access to up to date DMV vehicle registration data. The private sector does not have access to this information.
- CALSTART administers the Global Commercial Drive to Zero program of which EBCE is a pledge partner.
- CALSTART's Drive to Zero program and the State's ACT are closely aligned.
- CALSTART developed and manages the Zero Emission Technology Inventory. CALSTART also developed the industry's leading Total Cost of Ownership calculator. These tools will be used to provide technical assistance to fleets participating in the Pilot Project.

EBCE will manage CALSTART tasks and deliverables, coordination with Pilot Project stakeholders, and the associated project budget. It is recommended that the Board authorize the CEO to negotiate and execute a consulting services agreement in substantially the same form attached as Exhibit A with CALSTART to conduct services necessary to assist with development and implementation of the Pilot Project.

Fiscal/Policy Impact

The total value of this contract is NTE \$200,000. All program costs will be funded through Local Development.

Attachments

- A. Resolution to negotiate execute a consulting services agreement with CALSTART
- B. DRAFT Consulting Services Agreement

RESOLUTION NO. R-2020-__

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CALSTART TO
PROVIDE TECHNICAL ASSISTANCE THAT WILL ACCELERATE MEDIUM AND HEAVY-DUTY
COMMERCIAL FLEET ELECTRIFICATION

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”). The LDBP identifies a series of local development early actions, including transportation and goods movement electrification in EBCE’s service area.

WHEREAS, Supporting market transformation of medium and heavy-duty zero-emission commercial vehicles and charging infrastructure is critical to achieving the state’s goals, improving local air quality and the economy, and increasing EBCE load.

WHEREAS, Although medium and heavy-duty commercial freight trucks and delivery vans represent a small share of all vehicles on the road, they contribute to a disproportionate fraction of fuel consumption, greenhouse gas emissions and air pollution.

WHEREAS, In 2019, EBCE joined the Global Commercial Vehicle Drive to Zero Program, an initiative of the nonprofit organization CALSTART which is accelerating the growth of medium and heavy-duty zero-emission commercial vehicles through development of key first-mover markets.

WHEREAS, On June 25, 2020 State of California adopted the Advanced Clean Truck rule, the most ambitious zero-emission medium and heavy-duty commercial truck policy in the world.

WHEREAS, EBCE aims to establish its service area as a first-mover market for medium and heavy-duty zero-emission commercial vehicles to help achieve the goals of California’s Advanced Clean Truck rule.

WHEREAS, EBCE seeks to enter into a contract with CALSTART to assist with the development and implementation of a technical assistance pilot project that will be offered to target commercial fleet operators.

WHEREAS, EBCE seeks to enter into a contract with CALSTART to assist with the development and implementation of a technical assistance pilot project that will be offered to target commercial fleet operators.

WHEREAS, CALSTART is the only provider capable of performing the evaluation and technical assistance required to achieve the goals of the pilot project.

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

Section 1. The Board of Directors hereby finds that the services needed by EBCE to establish its service area as a first-mover market for medium and heavy-duty zero-emission commercial vehicles, are uniquely available from CALSTART, and that it is in the best interest of EBCE to dispense with the competitive solicitation process to enter into an agreement with CALSTART to provide such services.

Section 2. The CEO is hereby authorized to negotiate and execute a Consulting Services Agreement with CALSTART to assist EBCE with development and implementation of a medium and heavy-duty commercial fleet technical assistance pilot, provided that any such agreement is in substantially the same form attached hereto as Exhibit A, that it shall be effective for a period of no less than 24 months, and that it shall not exceed \$200,000 in total compensation. 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 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

**Consulting Services Agreement for
Services By And Between East Bay Community Energy Authority and
CALSTART, Inc.**

This Consulting Services Agreement (“Agreement”) is made this fifteenth (15) day of July 2020, (“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 CALSTART, Inc, a California corporation (“Consultant”) for the purpose of providing professional services to EBCE that result in development and implementation of a medium and heavy-duty commercial fleet vehicle electrification technical assistance pilot project.

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 July 15, 2022, 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 \$200,000.

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 \$160,000 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 not to terminate any of the required insurance coverage 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 in the 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 sole 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: Jessie Denver
1999 Harrison Street, Suite 800
Oakland, CA 94612
Email: jdenver@ebce.org
Phone: 510-827-2052

Consultant

Attn: Jasna Tomic
CALSTART, Inc.
48 South Chester Avenue
Pasadena, CA 91106
Email: jtomic@calstart.org
Phone: 626-744-5595

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 Signatories15.1 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.

CALSTART, Inc.
A California Corporation

By Piero Stillitano
Title Chief Financial Officer
Date _____

By Jasna Tomic
Title Vice President
Date _____

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

CALSTART will work closely with EBCE to assess the ecosystem of medium and heavy-duty vehicles operating in its service area. CALSTART will also assist EBCE with the development and implementation of a technical assistance pilot project that provides commercial fleet operators with support that makes the transition to zero-emission vehicle technologies simple and cost effective.

Phase 0: Grant Tracking, Project Team and Proposal Development Support (Duration: Ongoing)

Task 0.1: Identify and evaluate near-term funding opportunities (e.g., CARB Zero-Emission Drayage, CEC Infrastructure, CEC Block Grant, EPIC, etc.); engage with potential project stakeholders and develop/submit up to three (3) project proposals in collaboration with EBCE.

Target Deliverables

1. Grant tracking matrix that includes eligibility and scoring criteria, scope, project funding available, and timeline
2. List of pre-identified stakeholders (e.g., leverage EBCE's engagement with Numi Tea, Prism Logistics, etc.) and expand upon list
3. Develop individual project templates with details that align with assumed funding opportunity criteria
4. Support development and submission of grant proposals with EBCE and potential pre-identified stakeholders

Tasks and deliverables identified in Phases 1-3 below are not contingent on the outcome of Phase 0.

Phase 1: Fleet Technical Assistance Pilot Project Development (Duration: 3 months)

Task 1.1: Identify target urban delivery and goods movement stakeholders and fleets, scope pilot project technical assistance, hold stakeholder meeting(s), confirm fleet and/or other stakeholder participation in Pilot Project(s).

Deliverables from this phase include CALSTART analysis of DMV registration data (EBCE and CALSTART databases) to identify target fleet categories as well as specific fleets/freight users EBCE's service area based on technology readiness. CALSTART will align vehicle and infrastructure opportunities for target fleets, and work with EBCE to provide technical assistance to Pilot Project participants in the subsequent phases (e.g.,

fleet and charging assessment, business case calculator, vehicle/charging infrastructure incentive application concierge).

Target Deliverables

1. Completed DMV registration analysis and database
2. List of fleet categories based on analysis of DMV registration data (with vehicle class), including target fleet categories based on best duty cycles and technology readiness
3. Map of fleets within target fleet categories
4. Contact database of target fleets/freight users including prioritization of stakeholders that has been cross-referenced with CALSTART's existing member network and other industry connections to identify outreach/engagement opportunities
5. Report describing the main fleet/freight users in logistics, distribution, and regional delivery (e.g., who hires M/HD vehicles including third-party logistic providers (e.g., warehouses, corporations and/or distribution centers) within EBCE's service area
6. Completed technical assistance scope to be offered to pilot project participants (e.g., fleet and charging assessment, business case calculator, vehicle/charging infrastructure incentive application concierge, etc.)
7. Technical assistance metrics (ex., number of target fleets; number of total equipment deployed including vehicles and chargers; cost savings per fleet; greenhouse gas emission reductions; etc.).
8. Tracking matrix of vehicle and charging infrastructure funding opportunities (e.g., incentives, etc.) for target fleets based on technology readiness

Task 1.2: Identify school district stakeholders, develop technical assistance scope (e.g., fleet and charging infrastructure assessment, business case calculator, vehicle/charging infrastructure incentive application concierge), develop agenda for a future *School District Fleet Electrification Symposium*.

Target Deliverables

1. Analysis of DMV registration data in EBCE's service area (e.g., size and age of bus fleets by school district).
2. List of school district stakeholders in service territory (e.g., leverage EBCE's existing list and expand as needed).
3. Completed technical assistance scope including the number of fleets EBCE and CALSTART are able to support.
4. Completed agenda for Symposium including potential session topics, speakers, possible venues, desired outcomes and role of CALSTART (or other stakeholder) as a facilitator.

Phase 2: Pilot Project Stakeholder Outreach (Duration: 3 months)

Task 2.1: EBCE and CALSTART will organize target stakeholder workshops and/or one-on-one meetings to present the goals of the Pilot Project, outline the technical assistance offering, and confirm stakeholder participation in the Pilot Project.

Target Deliverables

1. Completed scope/presentation for EBCE/CALSTART technical assistance Pilot Project offering (e.g., fleet and charging assessment, business case calculator, vehicle/charging infrastructure incentive application concierge) for target stakeholders.
2. Organize and hold 2 workshop(s) and/or up to 10 one-on-one meeting(s) with the target fleets and other stakeholders.
3. Memo highlighting key outcomes of Deliverable 2 including participants, questions received, concerns/barriers, future opportunities to engage participants beyond Pilot Project participation.
4. List of confirmed Pilot Project participants.

Phase 3: Technical Assistance Pilot Project Implementation (Duration: 12 months)

Task 3.1: Per Task 2.1, CALSTART will provide technical assistance to three to four (3-4) Pilot Project participants (e.g., fleets, other stakeholders) and will work with each participant and EBCE to:

- identify individual fleet needs (e.g., daily routes, access to fueling, domicile location(s), fleet parking requirements, vehicle procurement cycle, etc.)
- identify charging infrastructure needs where vehicles are domiciled, barriers and solutions
- evaluate the financial payback and business case for each Pilot Project
- provide support to Pilot Project participants that makes applying for and tracking applicable incentives and/or grants more streamlined

CALSTART's support will assist Pilot Project participants to fully implement their identified fleet electrification goals. CALSTART will build teams needed to accomplish Task 3.1 (e.g., assigned project manager, data collection and evaluation, reporting, incentive application completion, etc.).

Note: The development of technical assistance offerings beyond the initial 3-4 Pilot Projects may require additional time and funding.

Target Deliverables

1. Develop Pilot Project tracker
2. Develop template and individual Pilot Project information (3-4 projects)
3. Technical assistance metrics and deliverables are pending and will be finalized prior to CSA execution
4. Final report

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

Twenty-four (24) months, starting July 15, 2020.

Exhibit C**CONSULTANT STAFFING**

Name	Title	CALSTART Staff Category
Mitul Aurora	Associate PM	Associate Project Manager
Danielle Jones	Contract Financial Analyst	Project Manager
Avelina Sarmiento	Senior Staff Accountant	Project Manager
Campbell Scott	Project Manager	Project Manager
Jonathan Norris	Senior Project Manager	Senior Project Manager
Baha Al Alawi	Senior Manager of Market and Industry Analysis	Senior Project Manager
Kevin Leong	Program Manager	Program Manager
Alycia Gilde	Senior Director	Senior Program Manager/Director
Jasna Tomic	Vice President	Senior Manager/Executive

Exhibit D**SUBCONSULTANTS**

Subconsultants are not authorized under this Agreement.

Exhibit E**COMPENSATION/BUDGET**

Services under this Agreement will be compensated on an hourly basis based on the following rates:

<i>CALSTART Staff Category</i>	<i>Hourly Rate July 15, 2020 – September 30, 2021</i>	<i>Hourly Rate October 1, 2021 – September 30, 2022</i>
Administrative/Intern Staff	\$73.59	\$76.54
Associate Project Manager	\$100.50	\$104.51
Project Manager	\$139.13	\$144.68
Program Manager /Sr. Project Manager	\$190.60	\$198.24
Senior Program Manager	\$307.34	\$315.05
Senior Manager/Executive	\$407.38	\$407.38

The maximum compensation under this Agreement is not to exceed \$200,000.

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. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant must obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit F.

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 F 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.



Staff Report Item 15

TO: East Bay Community Energy Board of Directors
FROM: Nick Chaset, Chief Executive Officer
SUBJECT: CEO Report (Informational Item)
DATE: July 15, 2020

Recommendation

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

Executive Committee Meeting

The Executive Committee met on June 26, 2020 and were given a presentation by staff on EBCE's Technology Roadmap, as well as a Regulatory and Legislative Update. The next meeting will be held on Friday July 24, 2020 at 12 pm.

Finance, Administration and Procurement Subcommittee Meeting

The Finance, Administration and Procurement Subcommittee met on June 12, 2020 and reviewed and updated Draft Budget for FY 2020-2021. There will be no meetings held in July or August. The next meeting is scheduled for Friday September 11, 2020 at 3 pm.

Marketing Regulatory and Legislative Subcommittee Meeting

There was no meeting held in June and there will be no meeting in July. The next one will be held on Thursday August 6, 2020 at 11 am.

New Staff

Jamal Bernardez, Communications Fellow

Jamal joined EBCE's Marketing and Account Services team as a full-time Communications Fellow at the beginning of June after completing an outreach internship. Jamal works to help inform the community about how they can save money and help make the world more green. A Bay Area native and graduate of the University Of San Francisco, Jamal is determined to help his community grow for the better and is looking forward to helping you on your journey with Green Energy.

Juan Cortez, Outreach Fellow

Juan joined EBCE's Marketing and Account Services team as a full-time Outreach Fellow at the beginning of June after completing an outreach internship. He is a Bay Area Native who was born and raised in Richmond. Juan does community outreach to inform Alameda County residents about the benefits of EBCE services, has passion for sustainability, and collaborating with local organizations to keep the public informed.

Juan graduated from Sonoma State University with a BA in Environmental Studies with a concentration in Planning. He is excited to be part of a growing field and learn from his experience here at East Bay Community Energy.

Erika Chikere, HR Business Partner

Erika joined EBCE on June 29, 2020 as the organization's new HR Business Partner. She will provide organization wide support on employee relations, manager training, performance management, DEI initiatives and benefits administration.

Marketing and Account Service Update

Value Proposition Updates

Staff has been working to update the website and back-end systems to reflect the changes to the discount for Bright Choice and power content revision to Bright Choice and Brilliant 100 approved by the Board in the May and June Board meetings. The changes include:

- Bright Choice Discount set at 1%
- Bright Choice Power Content set at PG&E Renewables Percentage plus 5%
- Brilliant 100 Power Content set at RPS Renewables and remaining carbon-free
- Close of Brilliant 100 to new accounts and as an opt up option

Website updates include:

- Power Mix page
- "What's New" section of main page
- Terms of Service (revisions currently in legal review)
- Frequently Asked Questions page
- Residential and Business page rate comparison charts will be updated when analysis is complete
- Social media posts
- Various print collateral updates in progress
- New customer notification postcard will be revised to reflect updated terms of service once finalized by legal

Back-end updates include:

- Updates rate sheets¹ to reflect change in Bright Choice discount
- Rate sheets sent to PG&E for updated Joint Rate Comparison (to be posted online once complete)

¹ <https://ebce.org/rates/>

- Rate sheets sent to SMUD for updates to rate engine - new rates will be launched in mid-July with a July 1 effective date
- Scope of work outlined for updates to interactive voice recording (IVR - the automated phone system) and web forms to remove Brilliant 100 as an opt up option. Anticipated launch on August 1.
- Update to the bill message to reflect 1% discount for Bright Choice (will begin to appear on late July bills for the June/July billing cycle)

Additional updates include:

- An email was sent to certain city staff notifying them of changes to the value proposition and power content, as well as future meetings to further discuss Brilliant 100.
- Outreach has been conducted to certain commercial customers that are on Brilliant 100 and/or more sensitive to the discount reduction.



Staff Report Item17

TO: East Bay Community Energy Board of Directors

FROM: Howard Chang, COO & Treasurer

SUBJECT: Accounts Receivable Reporting and the Uncollectable Revenue Rate Update (Informational Item)

DATE: July 15, 2020

Recommendation

Receive information on EBCE accounts receivable reports and approve a staff recommended increase in the uncollectable revenue rate for April, May, and June of 2020 from 0.5% of revenues to 1.5% of revenues.

Background and Discussion

EBCE utilizes PG&E provided reports as well as reports based on internal reconciliation completed with the assistance of SMUD as our data management & billing vendor. These reports track information on late payments, unpaid accounts, and other delinquencies. Collectively these are known as Account Receivable Reports, or AR Reports, and the accounts are referred to as “aging” accounts.

Historically, EBCE has included AR aging information from PG&E’s Utility Direct Customer (UDC) AR report in the quarterly Treasurer’s Report. The UDC report includes active customers, as well as closed accounts that are within PG&E’s collection window of 35 days following termination. PG&E’s policy allows it to disconnect or terminate an account as early as 17 days after payment due date if the customer continues to be delinquent.

Beginning with this fiscal year ending June 30, 2020 fourth quarter presentation of the Treasurer’s Report, EBCE will be presenting two improvements to the Customer Delinquency section. The first is the addition of a fourth aging bucket of 120+ days, and the second is the inclusion of terminated account balances.

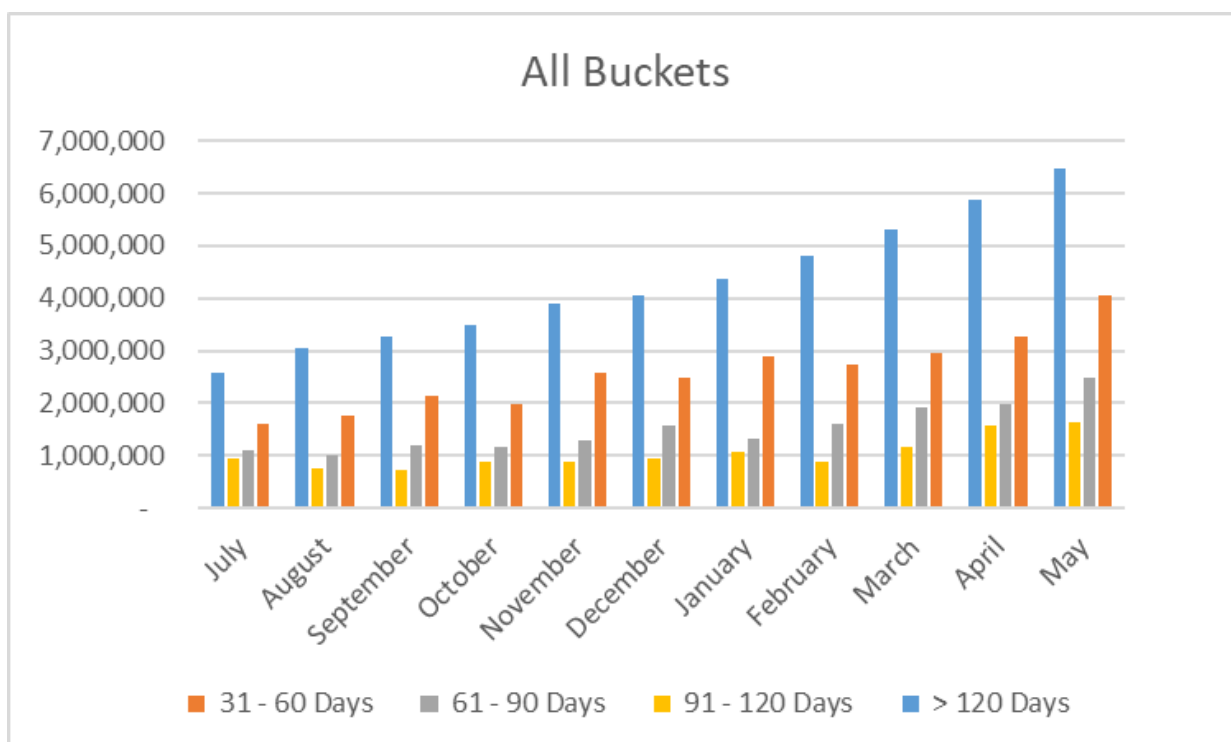
Aging accounts receivable will be presented in four buckets of 30-day increments past the payment due date. The earliest bucket will be 31-60 days, and the oldest bucket will be 120+ days past due. Most outstanding balances in the 0-30 day bucket are generally resolved within that timeframe and not much of an indicator of true account aging.

In addition to the bucket change, EBCE will begin including terminated accounts in the total dollar values. As stated earlier, PG&E’s UDC report did not carry forward uncollected balances on closed or terminated accounts beyond 35 days and the addition of these dollar

amounts will increase the aging amounts materially. There were other non-material changes to the AR reporting process to reconcile differences between billing dates and other reporting definitions.

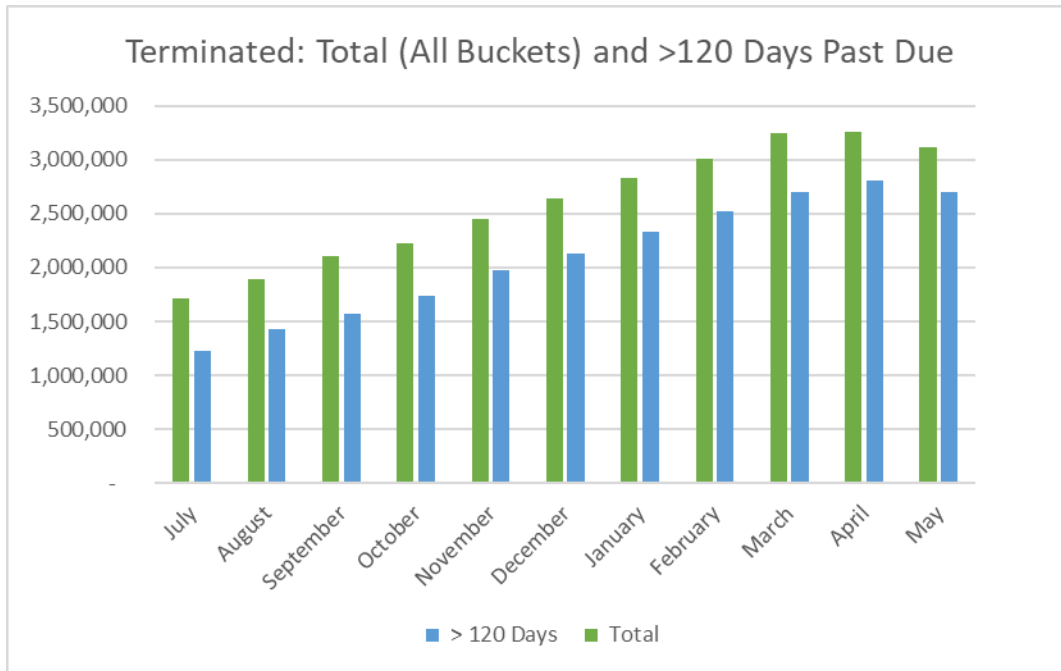
Staff believes that this is a more accurate reflection of AR aging and more appropriate since budgeted uncollectables have not yet been officially written off as collections policies are pending. Adding these changes adds more value to the Treasurer’s Reports on aging balances by increasing transparency in reporting an aspect of the business not previously reported, and ties these amounts to the values estimated with the uncollectable balance in the budget and aspects of the financial statements.

With the updated reporting methodology, the AR aging data is as follows:



We see a steady growth in the >120 days bucket. The bucket is largely made up of terminated accounts. These accounts can include customer initiated account closings as well as disconnected customers by PG&E. While it is difficult to predict the probability of payments, this aging bucket represents the highest risk for write-offs. All other buckets show an upwards trend, but month to month may increase or decrease, which reflects continued payments by customers.

We do see a noticeable increase in April and May in the 31-60 and 61-90 days aging buckets. It is believed that this is due to the current moratorium on disconnections and economic impacts of COVID-19. Historically, EBCE has budgeted 0.5% uncollectable revenue in a non-COVID-19 environment. This totals approximately \$4.3 million from EBCE inception through June of 2020. Total terminated accounts balance is just over \$3.1 million in that same timeframe, with about \$2.7 million in the >120 days bucket. At this time it is difficult to determine how much will ultimately be uncollectable and written off, particularly in light of our suspended collections policy.



With the new fiscal year budget, passed by the Board in June, the uncollectable estimate was updated to 2.5% of revenues for the new fiscal year in anticipation of COVID impacts. In light of the increase in aging buckets in April and May, Staff is recommending an increase in uncollectable revenue for April, May, and June (Q4) to 1.5%. This adjustment will increase the uncollectable balance by about \$1,060,000, which will carry through to an equal reduction in net revenues in the fourth quarter financial statements. Total uncollectables since inception would then total approximately \$5.4 million.

With actual revenues through May already known, Staff is estimating approximately \$10.3 million in net position for the fourth quarter, and about \$62 million for the fiscal year, under the current 0.5% uncollectable assumption. Staff believes that increasing our uncollectables by an additional \$1 million in light of COVID is a responsible measure. This would reduce our estimated 2019-2020 net position to approximately \$61 million. If EBCE does not actually see uncollectables increase in this manner, then additional revenues would simply accrue to the 2020-2021 fiscal year.

Despite the recommended increase in % of uncollectables, staff is taking measures to mitigate this risk. This includes engaging with the CPUC on payment plan requirements, proactive enrollment in CARE/FERA, and evaluation of collections methodologies.

Fiscal Impact

Approving the increase in uncollectable revenue estimates from April, May, and June from 0.5% to 1.5% is expected to have a \$1,060,000 decline in Fiscal Year 2019-2020 net revenues.



Staff Report Item 18

TO: East Bay Community Energy Board of Directors
FROM: Howard Chang, Chief Operating Officer & Treasurer
SUBJECT: Treasurer’s Report (Informational Item)
DATE: July 15, 2020

Recommendation

Receive report on EBCE cash position

Background and Discussion

For quarter, and fiscal year, end June 30, 2020, EBCE has maintained a positive cash balance on all EBCE bank accounts. Below is a summary of account balances, cash received, and outstanding loan balances.

Account Balances as of 6/30/2020

Ending In	Account	Amount
*0045	Internal Operating	\$ 2,119,692
*2886	Operating Fund	\$ 29,101,896
*3199	Lockbox (Includes \$4,000,000 reserve)	\$ 14,319,430
*6189	Operating Reserve Fund	\$ 40,825,909
*8900	Money Market	\$ 225
*9364	Insured Cash Sweep	\$ 45,864,142
	Total	\$ 132,231,294

Cash Received by Month into Lockbox Account

April	2020	\$ 34,160,850
May	2020	\$ 32,143,025
June	2020	\$ 36,847,036
Total		\$103,150,911

Outstanding Loan Balances:

Barclays Credit Facility: \$0.00

Customer Delinquency:

As of June 5, 2020

30 - 60 Days: \$4,044,969

60 - 90 Days: \$2,490,848

90 - 120 Days: \$1,646,567

120+ Days: \$6,481,324

Note: These values reflect a change in methodology from aging figures provided historically in the Treasurer's report.



Staff Report Item 19

TO: East Bay Community Energy Board of Directors

FROM: JP Ross, Senior Director Local Development, Innovation and Electrification

SUBJECT: Local Development Budget Update (Informational Item)

DATE: July 15, 2020

Recommendation

Receive update on Local Development Activities.

Background and Discussion

On June 17, 2020 the Board approved the Local Development budget of \$6.34M proposed by Staff. The following report describes the Local Development activities and initiatives that are currently in process and planned for the remainder of FY'21. Individual program budgets are inclusive of funds from FY'20 and FY'21 as there are programs that cross fiscal years.

Budget Overview

The following budget summary is inclusive of the approved FY'20 \$6.84M and FY'21 \$6.34 budgets. The Spent/Committed column indicates budget areas where invoices have either been paid or program funds are committed and in contract. The Planned column indicates areas where the Local Development team has planned activities that have not yet been contracted.

July '20 Local Development Committed to Date (\$000)		
Program Areas	Spent/Committed	Planned
Demand Response	(\$195)	(\$100)
Energy Efficiency	(\$500)	(\$340)
Building Electrification	(\$782)	(\$950)
Vehicle Electrification	(\$490)	(\$6,190)
Collaborative Procurement	(\$810)	(\$968)
Community Investment Fund	(\$240)	
Sponsorships/Events	(\$65)	
Capital Set Aside	(\$1,200)	
COVID-19 Relief Fund	(\$1,250)	
Sub-Total LDBP Operating Budget	(\$5,532)	(\$8,548)
Non Operational Revenue		
BAAQMD Grant	\$150	
Grants and LCFS Credits	\$750	
LDBP Operating Budget	(\$13,180)	
Additional Local Development Spending		
LDBP Staff Costs	(\$825)	
LDBP Reserve Funds - DC Fast Charging Pilot		(\$1,400)

Program Metrics and Success Criteria

Programs will be evaluated based on a set of success criteria that staff is developing in coordination with the Community Advisory Committee. Criteria include:

- Environmental Benefits of greenhouse gas and criteria pollutant emissions reductions.
- Economic Benefits of jobs created and cost savings
- Social Benefits for impacted and disadvantaged communities

Staffing

- Budget: \$825k

The Local Development team now includes four (4) full time staff. EBCE will add a fellow in the fall to augment staff and focus on Building Electrification and Energy Efficiency. Staffing costs do not come from the local development budget but are included herein as a line item for informational purposes.

Local Development Leveraging

Local development programs are able to leverage external sources of both public and private investment in Alameda County creating immediate local economic benefits and jobs. The California Electric Vehicle Incentive Program (CalEVIP) will add \$16-\$30 Million in state funded incentives for the development of EV charging infrastructure as well as private capital from developers. Current EVIP incentives are covering 57% of the total cost of EV charging, meaning that private capital is covering the remaining 43%. If the CEC provides \$20 million, then the return on EBCE's \$16 million investment will be ~400%. Heat pump water heaters have a similar return. EBCE is providing a \$1,000 incentive which will also leverage a \$1,000 BayREN incentive as well as customer investment to deliver a 400% return.

The resilience program, which will deliver solar and storage to residential and commercial customers has an even larger return. This stems from the fact that most of the investment is coming from end customers and federal tax credits. In addition, the program leverages the procurement value of Load Modification for RA, reducing the spend from the Local Development budget.

Local development investments for 4 programs, EVIP, Heat Pump Water Heaters, Energy Efficiency and the Resilience Program will result in \$140M in investment in Alameda County over the next 4 years from a \$20M investment by EBCE, a 7X return.

In addition to Local Programs, EBCE has also invested in local utility scale renewable projects like the Summit Wind project and the Oakland Clean Energy Initiative. This 57MW wind project and 47MW storage project will result in local investment and jobs in Alameda County. These two agreements will result in the local investment of over \$180 million dollars, much of which will be delivered in early years for construction of the projects.

Local Development Programs

Energy Efficiency

Developing Cost Effective Energy Efficiency Opportunities

Budget \$725,000

Timeframe: In-Process

Recurve finalized the baseline analysis of EBCE's customer data, paving the way for EBCE to move forward with designing time-based pay-for-performance pilots in our service area. In June, the EBCE Board approved an amendment to the agreement with Recurve, enabling staff to move forward with designing and delivering these pilot

programs. The Low Income Energy Efficiency RFP was released in late June with an anticipated program launch in August of this year; programs targeting residential and commercial customers with high peak energy use will roll out in early Q3 (hoping for August launch date.) The results of these pilots will inform development of an energy efficiency filing at the California Public Utilities Commission, allowing EBCE to access ratepayer funds collected from EBCE customers for the purposes of implementing energy efficiency programs.

Energy Efficiency Strategy Development

Budget \$100,000

Timeframe: In-Process

State law allows CCAs to access public purpose funding for EE programs, and several CCAs including MCE, Lancaster and Redwood Coast Energy Authority have successfully applied to administer these funds. EBCE staff evaluated the potential for applying to receive funds from the California Public Utilities Commission to implement energy efficiency programs and determined that there is significant potential budget available to support EBCE's energy efficiency programs. EBCE is currently implementing pay-for-performance pilots and hopes to leverage the data gained in these pilots to support a robust energy efficiency portfolio. EBCE anticipates soliciting support from a technical consultant in Q3 of this year, targeting a filing date of Q1 2021.

EBCE plans to submit a "petition to modify" (PTM) for CPUC Decision 14-01-033; the Decision which sets regulations for CCA energy efficiency administration. The aim of the PTM is to adjust the calculation used by the CPUC to determine the amount of funding a CCA is eligible to receive for the administration of EE programs. The current calculation, which was adopted in 2014, does not account for changes in the structure of the energy efficiency framework due to subsequent decisions. The goal of the PTM would be to provide clarity to CCAs on available budgets for programs, possibly resulting in additional funding available to implement programs. The PTM would be filed either in advance of, or concurrent to, EBCE's funding request (Q4 2020 - Q1 2021.)

Building Electrification

Reach Code Initiative

Budget \$300k - add spent

Timeframe: In-Process

EBCE has made good progress encouraging local jurisdictions to adopt Reach Codes, codes that go further than the existing State of California standards for energy efficiency in buildings (Title 24.) EBCE has been supporting cities that pursue reach codes that encourage the installation of EV infrastructure and discourage natural gas in new construction, offering technical assistance for completing these Reach Codes and offering a \$10,000 award for any City that brings a Reach Code ordinance to their governing board. Thus far, the City of Hayward and the City of Berkeley have taken action; the cities of Fremont, Emeryville, Albany, and Oakland are developing ordinances and plan to bring those to the Board by the end of 2020. The City of

Piedmont is bringing a “first of it’s kind” Reach Code that promotes EV, distributed generation, and building electrification for existing buildings to its council on July 6, 2020.

High Rise Multi-Family Technical Assistance

Budget \$67,000

Timeframe: In-Process

EBCE has offered technical assistance to developers of new high-rise multifamily buildings to promote these developers to build all-electric buildings. After several months of implementation, EBCE found that we were reaching developers too late in the process to encourage significant change to building design. EBCE staff worked with technical consultant Associate for Energy Affordability to re-design the program and is now offering webinars to mechanical engineering and plumbing firms (MEPs) that design high-rise multifamily building to teach these firms how to design all-electric. Outreach for this webinar is starting in July and the program is targeting 15 webinars of 60-180 minutes for MEP firms by the end of the calendar year.

Heat Pump Hot Water Heater Incentive Program

Budget \$550,000

Timeframe: Launched June 1, 2020

Heat Pump Water heaters are an efficient technology to heat water with electricity. Currently approximately 99% of domestic water heating is done with natural gas, and half of the gas use in homes is for water heating. EBCE has partnered with Stopwaste, MCE, CleanPowerSF, City of Palo Alto Municipal Utility, and Healdsburg Municipal Utility to offer an incentive program targeting installers of heat pumps. Through the program, an installer can qualify for a \$1,000 incentive for replacing a natural gas or electric resistance water heater with a highly efficient heat pump unit. The program is targeted to installers as approximately 85% of water heaters are replaced upon failure; offering the incentive to the installer should reduce the upfront cost of the equipment without adding additional administrative steps. EBCE has contributed \$300,000 to this program and targets the installation of 250 heat pumps; if this program is successful, EBCE has earmarked an additional \$250,000 to contribute to the program.

Induction Cooking Campaign

Budget \$360,000

Timeframe: Q3 2020

Electrification is key to responding to the climate crisis and moving away from burning natural gas in buildings. People are very attached to gas cooking and have a strong aversion to electric ranges, based on previous experience with traditional electric coil stovetops that are slow to respond and difficult to control. This emotional attachment is evident with the legal challenge to the City of Berkeley natural gas ban, which is being led by the California Restaurant Association. To address this, EBCE has developed a two-pronged approach targeting both consumer awareness as well as increasing exposure to the technology among area chefs. For the former, EBCE has developed induction cooktop lending kits, available to each of EBCE’s member

agencies, for use in outreach and to lend to customers in their service area for hands on use. This program is currently available, but uptake is delayed by concerns over potential COVID-19 transmission. To capture the chef community, EBCE is developing an induction grant program to promote the electrification of commissary kitchens, kitchens typically used by many chefs. EBCE is exploring if partial or full commissary kitchen electrification can be a cost-effective way to expose a larger number of chefs to induction cooking.

Transportation Electrification:

Municipal Fleet Electrification

- Budget \$400k
- Timeframe: In-Process

EBCE continues to provide ongoing technical assistance to four (4) member communities (Albany, Berkeley, Dublin, Oakland) to complete rapid fleet electrification assessments and plans. The goal of this project is to enable each community to have a plan on how to electrify their municipal fleets by 2030, and to approve policies in 2021 that would set them on path to achieving goal.

The City of Berkeley's plan is the first to be completed and will be presented by City staff at their July Council meeting. Albany's project is currently on hold due to COVID-19 delays. Dublin's scope of work is progressing, and Oakland project will kick-off this fall once their fleet operations team has collected new vehicle telematics data which will inform their assessment.

Each of the initial project cities has expressed interest in EBCE's technical assistance and committed to participation by deadline EBCE established Summer 2019. Since then, additional members have committed to participating as well. Remaining budget allows for Hayward and Alameda County to join this Local Development activity. Additional fleet electrification assessments and plans for EBCE's remaining member communities is TBD based on increased budget approval in the next fiscal year.

This work also connects to EBCE's collaboration with the California Energy Commission (CEC) to bring a major EV charging infrastructure program to Alameda County in 2021. Helping member communities understand where they need charging infrastructure to support municipal fleet electrification will enable them to more easily access these incentive dollars should EBCE's CALeVIP project be approved (see CALeVIP description below).

California Energy Commission Electric Vehicle Incentive Program (CALeVIP)

- Budget \$14.5M for incentives (over the next 4 years) and \$1.5M from FY20 budget for EBCE owned charging infrastructure assets
- Timeframe: In-Process

EBCE continues to collaborate with the CEC on bringing investment dollars for publicly accessible EV charging infrastructure to Alameda County in 2021 through the CALeVIP program. Alameda County is currently #1 on the CEC's charging infrastructure gap/need list of all counties or regions in the state.

In June 2020 the CEC informed EBCE that Alameda County is among the regions that the state will invest in for 2021. Based on the state's budget availability for 2021 projects the CEC's investment in Alameda County could range from \$15M-\$33M. The exact level of investment will not be known until August/September 2020.

The CEC's investment will be paired with investment from EBCE who as the lead co-funding project partner has committed to providing \$14.5M (over 4 years) to CALeVIP. This will amplify the impact of CALeVIP in our service area by providing robust financial incentives for EV charging infrastructure to meet California's mandate of 5 million ZEVs on roadways by 2030 (with 80,000 in Alameda County), and 250,000 chargers by 2025.

CALeVIP requires that 25% of the overall program budget is allocated to incentives in disadvantaged and/or low-income communities. Eligible incentive applicants include but are not limited to retail site hosts, workplaces, fleets, faith-based organizations, local governments, hospitals and more. Through CALeVIP an "adder" is available for both Level 2 and DC Fast Charging projects in these areas.

The Local Development team wanted to ensure that greater investment was being made in DC Fast Charging infrastructure that would meet the needs of renters in Alameda County generally. To do so the team mapped multi-unit dwellings (5+ units) to identify "hotspots" or areas with high concentrations of renters. This data was overlaid with the geographic boundaries of CalEnviroScreen 3.0 disadvantage communities and AB 1550 low-income census tract designation. Interstates in EBCE's service area were also mapped along with existing charging infrastructure to demonstrate the significant gap public charging accessibility that exists in these areas.

This analysis resulted in initial approval by the CEC to allocate CALeVIP incentive dollars for DC Fast Charging infrastructure in these areas. That is, when industry applicants apply for CALeVIP incentives their project must be within proximity to the multi-unit dwelling hotspots. Directing DC Fast Charging incentives through CALeVIP to meet the needs of residents who do not own their homes and commuters traveling through Alameda County (including fleets and rideshare drivers) will support increased EV adoption. In turn, this will reduce criteria air pollutants improving human health outcomes for all residents, especially those in our most vulnerable communities located along our interstate corridors. This requirement will be workshopped by the CEC for statewide public comment in the fall (tentative timeline).

In addition to the multi-unit dwelling hotspot/DC Fast Charging analysis, the Local Development team also mapped affordable multi-unit dwellings throughout EBCE's

service area. This was to demonstrate to the CEC that a CALeVIP adder for Level 2 projects in multi-unit dwellings located in disadvantage and/or low-income areas is limiting for our affordable multi-unit dwelling providers. This is because these property owners and managers serve the same residential audience whether the development is in a disadvantaged and/or low-income area or outside of it. In turn, EBCE argued these stakeholders should have equal access to this adder across their portfolio of multi-unit dwellings. This analysis also resulted in initial approval by the CEC and will be workshopped for public comment as well. The Local Development team would be happy to present this and the multi-unit dwelling hotspot analysis to the Board this fall.

EBCE will continue to work with the CEC, and their CALeVIP administrator the Center for Sustainable Energy to finalize project components and agreements the remainder of the 2020 calendar year to ensure a streamlined program launch in 2021.

Streamlined EV Charging Infrastructure Permitting - AB 1236 Compliance

- Budget \$0 - Staff Time
- Timeframe: In-Process

On January 1, 2016 AB 1236 went into effect, requiring every city and county to adopt an ordinance (by September 30, 2017) that created an expedited, streamlined permitting process for EV charging infrastructure. It also required creation of a checklist of requirements consistent with the legislature's goals and intent of AB 1236 to be posted on a city's permitting website. In California today, 82% of local governments are not in compliance with AB 1236 which in turn is slowing deployment of charging infrastructure.

Per the CEC, all new CALeVIP projects starting calendar year 2021 will require full AB 1236 compliance for EV charging infrastructure incentive funds to be distributed. In turn, EBCE began providing technical assistance to current and pending members, and the City of Alameda, to help each jurisdiction become compliant. EBCE had set a goal of streamlining the entirety of Alameda County by March 2020. Due to COVID-19 related delays, this goal has been reached in all but two communities: Albany and Newark. The Local Development team is working with City staff to ensure compliance by the end of 2020. We will also continue to coordinate with the Governor's office to update their EVCS Permit Streamlining Map as each these remaining communities ordinances and checklists are approved.

Publicly Accessible Charging Investment

- Budget \$1.4M from Local Development Reserve Funds
- Timeframe: In-process

EBCE has been in discussion with municipal partners who have interest in hosting EBCE owned DC Fast and/or Level 2 chargers. Due to COVID-19 delays, coordination with the City of Oakland's potential projects has been put on hold.

Since our last Board update, the Local Development team also began coordinating a pilot project with the City of Piedmont to deploy 3-4 Level 2 chargers on streetlights (e.g., curbside charging), as well as 1-2 publicly accessible DC Fast Charger located in their Community Hall parking lot. The City of Piedmont currently has no publicly available charging infrastructure despite its proximity the busy retail area of Grand Lake. Additionally, within 1.5 miles of Piedmont's Community Hall there are more than 100 multi-unit dwellings (5+ units) in the Grand Lake/Lakeshore area. Deploying publicly available charging infrastructure near where renters live will enable greater EV adoption by all drivers, and not just those with access at home.

This pilot project is unique as the deployment of streetlight mounted Level 2 chargers will be the first-of-its-kind in EBCE's service area. This site is also just a few blocks from businesses including a local grocery store and bank, schools and a park to ensure high utilization. Utilization data from these chargers will provide EBCE with valuable data to inform future organizational technology investments, and project siting decisions.

The pilot project was presented to the Piedmont Parks Commission on July 1, 2020, who unanimously approved recommending the City Council also support the project. EBCE will bring the project for consideration and approval in September/October. Near term, EBCE plans to issue a competitive solicitation for services that support implementation of the pilot project. Proposals/bids will be considered by EBCE who will select a vendor. EBCE will then seek project approval by Piedmont's City Council, and EBCE's Board.

The Local Development team anticipates project costs will not exceed \$200,000. EBCE will use Local Development Reserve Funds to help develop this project and then recover those funds through both Low Carbon Fuel Standard (LCFS) credits and revenue generated from the chargers. EBCE has also submitted an Alameda County Transportation Commission Transportation Fund for Clean Air (TFCA) application to leverage \$120,000 for project costs.

Finally, EBCE has kicked off work to develop an economic pro forma that will inform potential organizational investment in a network of publicly accessible DC Fast Chargers throughout our service area. Varying geographical locations and use cases will be considered. This include but is not limited to locating charging hubs near multi-unit dwelling "hotspots", and within convenient proximity to interstate on/off ramps and retail. The Berkeley based technical consulting firm Olivine is supporting this scope which will be completed Fall 2020.

Medium and Heavy-duty Vehicle Electrification

- Budget \$300k
- Timeframe: In-process

In 2019 EBCE requested and received light, medium and heavy-duty (M/HD) vehicle registration data from the Department of Motor Vehicle. EBCE plans to launch a scope

of work with CALSTART, an industry leading nonprofit organization with offices in Berkeley, in July/August to analyze this information to understand the ecosystem of M/HD vehicles in our service area. This collaborative effort will result in engaging targeted stakeholders (e.g., fleets/fleet users) in technical assistance that aims to make the transition to zero emission trucks and vans simple and cost effective. The goal of the pilot project will be to enable rapid scaling of Class 3-6 vehicle electrification, establishing EBCE's service area as first mover market in California. The Local Development team also plans to pursue grant funding opportunities with CALSTART that help achieve this goal.

Through this scope school buses in EBCE's service area will also be assessed and CALSTART will help the Local Development team develop an engagement strategy for implementation at a later date (e.g., COVID-19 delays). Finally, his collaboration also aims to help prepare fleets for pending 2021-2024 CALeVIP charging infrastructure incentive (see above).

In addition to the M/HD fleets noted above, EBCE will reconvene with its transit agency partners to identify collaborative opportunities that support their requirements under the state's Innovative Clean Transit regulation.

Statewide Vehicle Grid Integration Working Group

- Budget \$0 - Staff Time
- Timeframe: Complete

Between August 2019 and June 2020 EBCE's Local Development team engaged as an active member of the statewide joint agency VGI Working Group. The Working Group was made up of diverse representatives including the joint agencies, IOUs, CCAs (e.g., EBCE, PCE), EV manufacturers, battery manufacturers, charging network providers, advocacy and research groups, industry associations, and ratepayer interest groups. Electric vehicle grid integration (VGI) means any method of altering the time, charging level or location at which grid-connected EVs charge or discharge, in a manner that optimizes EV interaction with the electrical grid and provides net benefits to ratepayers by doing any of the following: a) increasing electric grid asset utilization; b) avoiding otherwise necessary distribution infrastructure upgrades; c) integrating renewable energy resources; d) reducing the cost of electricity supply; and e) offering reliability services.

To help realize these goals the California Independent System Operator, CEC, California Air Resources Board, and the CPUC jointly created the VGI Working Group to address VGI use cases that could provide value near term and determine how that value could be captured. The VGI Working Group was also asked to address what policies needed to be changed or adopted to allow additional VGI and vehicle to grid (V2G) use cases to be deployed in the future.

What emerged from this effort was over 300 VGI use cases that could provide value by 2022. These use cases address BGI across a range of sectors including residential,

commercial, rideshare and fleets. The use cases also address a variety of applications, approaches to control charging and/or discharging, and types of charging. Across all use cases, light, medium and heavy-duty vehicles were considered.

The Working Group built off its successful use case development to create 92 individual policy recommendations that could be implemented near term (2020-2022), medium-term (2023-2025) and long-term (2026-2030). These recommendations were separated into the following 11 categories, which will now be considered by the joint agencies, IOUs, CCAs and others for development.

#	Category
1	Reform retail rates
2	Develop and fund government and LSE customer programs, incentives, and DER procurements
3	Design wholesale market rules and access
4	Understand and transform VGI markets by funding and launching data programs, studies and task forces
5	Accelerate use of EVs for bi-directional non-grid-export power and PSPS resiliency and backup
6	Develop EV bi-directional grid-export power including interconnection rules
7	Fund and launch demonstrations and other activities to accelerate and validate commercialization
8	Develop, approve, and support adoption of technical standards not related to interconnection
9	Fund and launch market education & coordination
10	Enhance coordination and consistency between agencies and state goals
11	Conduct other non-VGI-specific programs and activities to increase EV adoption

EBCE will continue to engage in all VGI related regulatory initiatives to ensure CCAs are represented in future decision-making processes. The Local Development team will also work internally to identify actions EBCE may want to develop and implement near term. The VGI Working Group final report, and all supporting documentation can be found here: <https://gridworks.org/materials-produced-by-the-vgi-working-group/>

CPUC DRIVE OIR Proceeding: Transportation Electrification Framework (TEF)

- Budget \$0 - Staff Time
- Timeframe: In-process

Local Development staff have organized a group of Northern California CCAs to engage in this critical CPUC proceeding. Through this effort, the CPUC is developing the framework for 10-year Investor Owned Utility (IOU) transportation electrification plans that would be implemented with ratepayer dollars. The Joint CCAs have worked together to submit comments on the various sections of the TEF and have stated that the IOUs should not be the only administrators of these funds. The Joint CCAs intend to work through this proceeding to gain approval for CCAs to also become administrators of transportation electrification funding, and implementers of pilot projects. This important collaborative effort is anticipated to be ongoing for the next 1-2 years.

Low Carbon Fuel Standard Credits: Residential

- Budget \$0 - Staff Time
- Timeframe: In-process

Under the AB 32 Scoping Plan, CARB identified the Low Carbon Fuel Standard (LCFS) as one early action to reduce California's GHG emissions. The LCFS is designed to decrease the carbon intensity of transportation fuel and provide an increasing range of low-carbon and renewable alternatives (e.g., electricity), which reduce petroleum dependency and achieve air quality benefits. For using electricity as a transportation fuel, credits can be generated and claimed by various stakeholders including CCAs.

Within the LCFS regulation CCAs should be able to claim what's known as the *incremental value* of residential EV charging LCFS credits. In doing so CCAs would gain valuable LCFS credit revenue that could be reinvested into ongoing transportation electrification programs. However, the current regulation only allows for an Electrical Distribution Utility (e.g., IOU) to claim the incremental value of these credits without submitting actual metered data for a residential EV charging event. This is despite the fact that an individual residential customer may not be an IOU electricity customer (e.g., CCA customer). As currently written, CCAs are only able to gain access to the LCFS credits by submitting metered data associated with EV charging events. That means that CCAs must invest in deploying single family residential charging infrastructure if they want to claim these credits. This in turn is cost prohibitive and keeps CCAs from accessing the incremental values of these credits.

As a result, over the last 8 months EBCE and a group of northern California CCAs have been working to change the current regulation so that it allows equitable access to the incremental value of these credits without metered data. The CCAs have worked together to raise the issue to the Governor's Office who is now engaged in the conversation with CARB regarding this discrepancy.

EBCE hopes CARB will reevaluate its regulation by fall 2020 and enable CCAs to claim the nonmetered, incremental credits for the residential customers we serve. Should CARB adopt the new language proposed by the CCAs, EBCE would use the same formula the EDUs currently use to estimate electricity consumption for the incremental credit calculations and begin to book and claim these credits in 2021.

U.S. EPA Land Revitalization Grant - Alameda County Brownfields Redevelopment to EV Charging Infrastructure

- Budget \$30,000 - EPA funding goes directly to EPA technical assistance contractor (ICF); EBCE staff time \$0
- Timeframe: In-process

Alameda County's interstates experience a disproportionate amount of regional congestion, with one of the highest volumes of medium and heavy-duty truck traffic in California due to its designated freight corridors and through county commuter vehicle miles traveled. Neighboring communities along these corridors are particularly exposed to higher levels of criteria air pollutants and have increased incidences of health impacts compared to those in the Bay Area, California and the United States. Many of these neighborhoods are designated as environmental justice and/or disadvantaged

communities, and many are also designated Opportunity Zones. In addition to meeting state EV goals, these communities stand to benefit from addressing air quality induced health disparities.

In 2020 the Local Development team applied for federal technical assistance from U.S. EPA to determine the market potential to support redevelopment of the dozens of brownfields in Alameda County into DC Fast Charging hubs. EPA received dozens of applications across the U.S. and awarded 4 projects including EBCEs.

Deployment of these DC Fast Charging hubs would help achieve the goal of increasing publicly accessible charging infrastructure, brownfields infill reuse, reducing air pollutants and GHG emissions from the transportation and goods movement sector, and reducing legacy toxic exposure from brownfields to nearby neighborhoods.

EBCE is currently working with the U.S. EPA team to identify 2-3 brownfields along I-880 and determine the feasibility of redeveloping these properties into DC Fast Charging hubs to support two primary use cases: 1) commuters, including rideshare drivers and 2) light and/or medium-duty commercial fleet vehicles. U.S. EPA site selection and prioritization includes the following considerations:

- a. Site size requirements
- b. Property ownership
- c. Electric system suitability
- d. Other site-specific and location considerations:
 - Traffic volume and flow patterns
 - Neighborhood attributes (industrial, commercial, safety, convenient to residential/commercial/freeway on-off ramps, near amenities, etc.)
 - Status of environmental assessment and/or cleanup timeframe and costs

Through this technical assistance EBCE will better understand the economics of potentially redeveloping these sites for the proposed use cases. The outcome of this project will be incorporated into a larger U.S. EPA Brownfields Assessment grant application (Fall 2020), which if awarded would identify brownfield opportunities throughout EBCE's service area.

CEC's Advisory Committee for the Clean Transportation Program Investment Plan

- Budget \$0 - Staff Time
- Timeframe: In-process

Local Development staff has been appointed to the CEC's Advisory Committee for the Clean Transportation Program Investment Plan. This Advisory Committee was established to provide advice and guidance to the CEC, and to serve as a forum to consult on matters relative to developing the Clean Transportation Program Investment Plan. The Advisory Committee is composed of 34 members representing a wide range of interests in clean transportation and energy issues. EBCE is the first load serving entity and first CCA in the state to be appointed to the Advisory Committee.

Transportation Electrification Partnership

- Budget \$0 - Staff Time
- Timeframe: In-process

EBCE has become the first northern California member of the statewide Transportation Electrification Partnership (TEP). The TEP is an unprecedented partnership among public and private stakeholders to accelerate transportation electrification and zero emissions goods movement in California. EBCE's membership in the TEP is allowing the Local Development team to make connections with southern California stakeholders who also have operations in our service area, and to take best practices from the Los Angeles area and apply them in the East Bay.

The Local Development team also recently engaged with other TEP members on development of a \$150 billion federal stimulus proposal that urged Congress to make unprecedented investments in the nation's transportation infrastructure in direct response to the economic and health crisis caused by the COVID-19 pandemic. The proposal, submitted to Congressional leaders in June, calls for zero emissions vehicle manufacturing and innovation, infrastructure deployment, public and active transit, job training, high-quality workforce standards, and support for related startups and small business. The TEP proposal found that with an investment of \$150 billion in stimulus 2.3 million jobs in would be created across the U.S. in the transportation electrification sector, with 1.4 million of those jobs expected to build out charging infrastructure alone.

The TEP membership has also developed a proposal for development of a statewide EV Authority that would be tasked with coordinating the numerous transportation and goods movement electrification efforts underway by state agencies and investor owned utilities. The Local Development team also contributed to this proposal and will continue to engage with the TEP to ensure our service area benefits these and other potential developments.

Electric Carshare Pilot at Multi-Unit Affordable Housing

- Budget \$40k
- Timeframe: Planned

EBCE is continuing to collaborate with on-demand electric car share provider Envoy to co-fund deployment of charging infrastructure at multiple EAH affordable multi-unit dwelling properties. Envoy's car share program enables residents who struggle to find reliable transportation an affordable, zero emission mobility option. Envoy was awarded a grant from the CEC to develop projects in the Bay Area. However, the EAH sites in Alameda County exceeded the grants allowable per project spending limit. EBCE is leveraging the CEC's investment and providing gap funding to Envoy in the form of an additional grant to enable development of these affordable MUD projects. Our investment will establish new collaborative relationships with EAH and Envoy while providing EBCE with valuable insight on deployment of charging infrastructure in existing MUDs and charging utilization by electric car share users.

Due to COVID-19 delays project implementation is ongoing. The Local Development team will continue to monitor the projects progress throughout the remainder of 2020.

Zero Emission Off-Road Equipment - Forklift Incentive Program

- Budget \$0
- Timeframe: Completed

EBCE reviewed the applicable incentive programs that are helping with the transition to zero emission forklifts. These include EV Fleet administered by PG&E, and the State's CORE program administered by CALSTART. This analysis was to help the Local Development team to determine if gaps in funding existed, and whether EBCE should fill those gaps. EBCE has determined that significant gaps do not exist and development of an additional incentive program is not necessary.

Resilience:

EBCE is engaging in a variety of efforts to support enhanced community resilience in the face of increased Pacific Gas and Electric (PG&E) public safety power shutoffs (PSPS) events, and the ongoing threat of a major disaster (e.g., earthquake) in the San Francisco Bay Area. We are committed to investing resources that increase deployment of solar and/or battery energy storage systems (BES) to enable residents, businesses and our local government partners to retain essential power supply during a grid outage. EBCE efforts have been prioritized to focus on solutions for critical municipal facilities and our most vulnerable customers including low-income residents and disadvantaged communities (DAC), and those with electricity dependent medical conditions.

Through the initiatives described below, EBCE is addressing customer identification, outreach, technical assistance and providing procurement pathways that reduce the cost and complexity of BES systems. In turn, EBCE is in a unique position to promote other incentives like the Self-Generation Incentive Program (SGIP) to maximize participation and minimize costs of participation. With this funding our outreach efforts will amplify, enabling EBCE to reach our most vulnerable customers and the municipal and commercial organizations/businesses that serve them.

These resilience initiatives and programs are utilizing budgets from both the Collaborative Procurement and Enhanced NEM areas of the Local Development Business Plan budget. EBCE is using its purchasing power to reduce costs and providing innovative ongoing incentives to increase customer participation.

Critical Public Facilities Resilience

- Budget \$300k (BAAQMD Grant Funded)
- Timeframe: In-Process

Over the last 12-months EBCE has worked through a Bay Area Air Quality Management District Climate Protection grant to: 1) identify critical municipal facilities designated to serve the community in time of emergency/grid outage, 2) assess the potential for solar and battery energy storage system deployment, 3) size resilience systems, and 4) develop a procurement pathway that reduces the cost and complexity of project development.

The scope of this analysis is not limited to Alameda County as PCE is also project partner. In turn, the project portfolio has analyzed nearly 500 sites in Alameda and San Mateo counties which has been a significant coordination effort in a short period of time.

In 2020, EBCE and PCE issued a joint Request for Information to gain industry insight on potential procurement pathways that could be led by the CCAs on behalf of our local government partners. The results of the RFI are being assessed by the CCAs in real time. EBCE will develop recommendations for our local government partners regarding procurement next steps (e.g., RFP) and engage Board leadership in these individual local discussions.

Resource Adequacy and Resilience Procurement

- Budget estimated incremental cost of RA~\$300k/yr will start FY'21-FY'31)
- Timeframe: In-Process

EBCE has chosen 2 vendors, Sunrun and Enel X to partner with to delivery resilience to customers through PSPS events as well reduce EBCE's peak demand and Resource Adequacy obligation through Load Modification. EBCE will engage in co-marketing with our partners to encourage single and multi-family residential and commercial customers to participate. The goal is to deliver 10MW of Load Modification, resulting in over 1000 solar and storage systems delivered to our customers over the next 2 years. In order to support vulnerable communities, EBCE requires at least 20% of the installations be for low-income residents, medical baseline customers, and residents and businesses located in DACs. EBCE and partners will strive to enroll a much higher level of vulnerable communities in the program. This partnership will also deliver jobs and workforce development opportunities for Alameda County residents. Both Sunrun and Enel are committed to robust local hiring and apprenticeship commitments to ensure jobs are created equitably for our community.

CEC coordination to develop Load Modification

- Budget \$0 - Staff time
- Timeframe: In-Process

Medical Baseline Resilience Program

- Budget \$500k
- Timeframe: In-Process

In total 10,000 EBCE customers are on a PG&E Medical Baseline rate, which indicates they require special notification by the IOU when power shut offs may occur. During the October 2019 PG&E PSPS events, more than 1,000 of EBCE's 50,000 accounts affected by the grid outage were Medical Baseline customers. However, this total may not accurately capture all households with individuals that rely on electricity-dependent medical equipment as registration in PG&E's Medical Baseline program is not comprehensive.

In addition, Alameda County local public health and emergency management officials are seeking to develop a systematic way to rapidly identify and assist these residents during prolonged grid outages or disaster. There is broad acknowledgment among stakeholders that understanding the individual needs of these residents and scoping resilient, life-saving risk mitigation solutions would be useful for emergency planning and preparedness efforts. To that end, in November 2019 EBCE's Board of Directors approved a Resolution authorizing \$500,000 in funding to develop the Program for customers with electricity dependent medical equipment. The approved funding was intended to support completion of two primary activities during fiscal year 2020.

Comprehensive Plan: Collaborate with local public health and emergency management agencies, private sector medical providers, and a technical consultant to:

1. Determine appropriate pathways for identifying and conducting outreach to medical baseline and electricity dependent ("MB/ED") residents.
2. Record and map all MB/ED residents in Alameda County.
3. For residents in Tier 3 or Tier 2 HFTDs and/or households that experienced PSPS shut-offs, document individual MB/ED equipment needs, equipment electricity load, emergency preparedness solutions in place, and unique site conditions.
4. Scope technology readiness and cost, pair solutions with individual needs.
5. Where in-home solutions are not feasible, scope alternative risk mitigation plan with partner stakeholders.
6. Present findings, lessons learned and Comprehensive Plan on how and cost to scale solutions to EBCE Board.

Pilot Project: EBCE will partner with a major healthcare provider to identify the highest-risk electricity dependent patients (e.g., children) in the nine county Bay Area. EBCE will work with fellow CCAs who provide electrical service to these households, and the private sector, to co-fund and deploy solar + storage systems in advance of potential 2020 PSPS events. The goal of this pilot is to 1) deliver resilience solutions to high-risk children, 2) establish a standard operating procedure with medical institutions for conducting outreach and providing resilience solution to vulnerable customers.

Due to COVID-19 impacts, Alameda County staff coordinating with EBCE on the comprehensive plan development had to shift their focus to supporting community response efforts. In turn, some aspect of this scope of work have been delayed. EBCE

and its project consultant have made progress on tasks 2,4 and 5 in an effort to keep the project on track.

Additionally, medical institution staff engaged in the pilot project also had to focus solely on supporting their patient community. This includes social services staff EBCE planned to engage in conducting outreach to potential pilot participants. As a result, this scope of work is on hold. EBCE and medical institution representatives are in contact and will continue to adjust the project timeline to meet their needs.

Municipal RFI for Solar + Storage on Public Agency Buildings (non-critical sites)

- Budget \$0 - Staff Time
- Timeframe: Planned

Many public agency buildings have existing rooftops and parking lot areas without solar energy systems and/or existing solar energy systems that would benefit from the inclusion of battery energy storage. However, there are structural, electrical and financial consideration associated with deploying projects at scale across EBCE's service area. Additionally, adding energy storage systems to an existing solar installation is complicated due to existing contractual arrangements between the system owner and site host.

To support efficient development of resilience in our public agency customers, EBCE issued the previously mentioned RFI in 2020 to determine the best approach to retrofitting existing rooftop solar systems with storage. The results of the RFI are currently being assessed. It is likely that a subsequent RFP will not include the broader portfolio of public facilities that are not "critical". That is, the first RFP will focus on critical facilities and work to standardize both systems and contracts across multiple sites.

EBCE will take lessons learned from that pending RFP, and the Resource Adequacy + Resilience procurement to scope a separate procurement initiative that would address "all other" public facilities in our service area. Local Development staff is planning for this scope to be a 2021 initiative that will take a minimum of 12-months to coordinate (pending no further delays due to COVID-19).

Connected Communities

- Budget \$180k
- Timeframe: In-Process

EBCE has several zip codes with a large proportion of customers either living without power, or under threat of losing power. Eleven zip codes in EBCE's service area have average disconnection rates ranging from 10% to 15%, compared to PG&E's rate of 5.4%. In addition to low FERA enrollment overall in northern California, there is evidence of CARE under-enrollment in these zip codes: Close to 50% of the population lives below twice the Federal Poverty Level, but on average just over 30% are enrolled in CARE. Although EBCE never disconnects a customer for non-payment, we are developing a program to identify the causes of disconnections and test programs

to reduce disconnection rates. EBCE is developing a model to help predict which customers are at risk of disconnection as well as partnering with UC Berkeley to develop and test interventions that can help customers pay bills and avoid being disconnected. EBCE will be holding focus groups to talk with customers about the challenges they face paying their bills and identify solutions to reduce non-payment and the risk of disconnection.

DAC Green Tariff (DAC-GT)/Community Solar Green Tariff (CS-GT)

- Budget \$0- Paid by CPUC public purpose funds
- Timeframe: In-Process

The CPUC has initiated a program to allow CCAs to develop community solar projects to deliver solar energy to CARE customers living in Disadvantaged Communities (DACs). EBCE has been allocated 6.78MW of solar that can be developed within EBCE territory and delivered to CARE customers living in DACs at a 20% discount to the already discounted (by 30%) CARE rates. EBCE will develop solar projects for this program and use enrollment in the additional discount as one of the tests to reduce disconnection rates in the Disconnections Program (above). EBCE will file the Tier 3 Advice Letter to the CPUC with the plan and budget for this program in Q3 and will plan to issue a solicitation for project development within Alameda County as soon as the CPUC issues an approval of the plan, likely at the end of 2020.

EBCE is working with PG&E and the CPUC to identify the process to serve DACs in Tracy and Newark (Pleasanton does not have any DACs as currently defined in CalEnviroScreen 3.0). PG&E has already issued a solicitation for its DAC-GT/CS-GT program and staff is coordinating to minimize the chances of PG&E enrolling customers or systems in communities that will soon be served by EBCE.

Community Investment Fund

Community Innovation Grants

- Budget \$240k
- Timeframe: In-Process

In June of 2018 EBCE initiated the first Community Innovation Grant solicitation. The 2019 Community Innovation Grants were for non-profit and community-based organizations to develop projects designed to deliver energy-related social and environmental benefits to residents of Alameda County. Six community-based organizations were awarded \$40,000 to support local programs for a total of \$240k. Staff has been coordinating with the recipients and tracking progress. The projects are in process, with some delays and modifications due to COVID-19 with expected completion by December 2020.

Fiscal Impact

Budget has been approved, there is no additional fiscal impact

Attachment

- A. LDBP Mid-Year update presentation



LOCAL DEVELOPMENT UPDATE

PRESENTED BY: The Local Programs Team

DATE: July 15, 2020



LOCAL DEVELOPMENT SPEND (FY'20+'21)

- Budget total is cumulative from \$6.84M FY'20 and \$6.34M FY'21 budgets
- Local development has commenced across all program areas
- Resilience initiatives are utilizing funds from Collaborative Procurement and Enhanced NEM LDBP Budgets
- Local development provided \$1.25M for COVID response funding in 2020

July '20 Local Development Committed to Date (\$000)		
Program Areas	Spent/Committed	Planned
Demand Response	(\$195)	(\$100)
Energy Efficiency	(\$500)	(\$340)
Building Electrification	(\$782)	(\$950)
Vehicle Electrification	(\$490)	(\$6,190)
Collaborative Procurement	(\$810)	(\$968)
Community Investment Fund	(\$240)	
Sponsorships/Events	(\$65)	
Capital Set Aside	(\$1,200)	
COVID-19 Relief Fund	(\$1,250)	
Sub-Total LDBP Operating Budget	(\$5,532)	(\$8,548)
Non Operational Revenue		
BAAQMD Grant	\$150	
Grants and LCFS Credits	\$750	
LDBP Operating Budget	(\$13,180)	
Additional Local Development Spending		
LDBP Staff Costs	(\$825)	
LDBP Reserve Funds - DC Fast Charging Pilot		(\$1,400)

Local Development Leverage

Local Development programs and local Alameda County utility scale investments deliver stimulus and job creation to Alameda County

- Programs like EVIP, Heat Pump Water Heater incentives, the Resilience Program and P4P EE incentives leverage public and private capital to amplify EBCE program funding
- EBCE's \$20M program budget for the above 4 programs will deliver >\$160M in local investment over the next 4 years
- EBCEs local procurement in Summit Wind and OCEI will also deliver local stimulus and construction jobs
- Summit Wind and OCEI contracted value are over \$180M

Connected Communities

EBCE has several zip codes with disconnection rates between 10%-15%, where customers are without power or under threat of losing power.

- Connected communities pilot will explore how to minimize arrears and the threat of disconnection in our most vulnerable customers
- Data and Analytics team is building and refining a disconnections prediction tool
- Will complete focus groups with CARE customers and customers in arrears to understand challenges in paying bills and potential solutions
- Will test interventions such as CARE enrollment, discounted electricity, payment education and solar PV systems as mechanisms to aid in bill payment
- Partnering with UCB to study arrears and use randomized studies to identify impacts of interventions and solutions

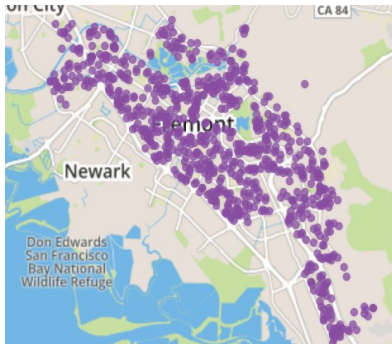
DAC/GT and CS/GT Program

EBCE has been allocated 6.78MW of solar capacity through the CPUC Disadvantaged Community Green Tariff (DAC/GT) and Community Solar Green Tariff (CS/GT) program to deliver solar electricity to CARE customers living in DACs

- this will allow EBCE to provide a 20% discount to CARE rates to ~2,500 CARE customers
- will file advice letter in Q3
- plan to issue a solicitation to develop local solar by Q1'21 based on CPUC approval of advice letter
- Evaluating how to approach the enrollment of Tracy and Newark CARE customers into EBCEs

Targeted Energy Efficiency

Using EBCE customer data and the Recurve platform to identify and deliver EE / flexible load to the right customers



Avg. Summer Load Shape, Day Type = all



Energy Efficiency Program Strategy

- EE pilots launched this year will provide learning lessons for larger, scaled programs
- CCAs are eligible to receive funding from ratepayer pool for energy efficiency programs
- Plan to file with the California Public Utilities Commission Q1 2021



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REACH CODES

	Energy Efficiency	All-Electric Preferred	All-Electric (R)	All-Electric (NR)	Natural Gas Ban	All-Electric retrofit	Electric Vehicle (EV)	PV	Energy Storage
Albany	EXPLORING (CALGreen)	EXPLORING					EXPLORING	EXPLORING (NR)	
Berkeley		PASSED			PASSED		PRE-EXISTING	PASSED	
<u>Dublin</u>		EXPLORING					EXPLORING		
Emeryville		EXPLORING (NR)	EXPLORING				EXPLORING	EXPLORING	
Fremont			EXPLORING	EXPLORING		EXPLORING (readiness)	PRE-EXISTING, EXPLORING	PRE-EXISTING, EXPLORING	EXPLORING
Hayward		PASSED					PASSED	PASSED	
Oakland			EXPLORING	EXPLORING			PRE-EXISTING		
Piedmont		EXPLORING				EXPLORING	EXPLORING	EXPLORING	

HEAT PUMP WATER HEATER REBATES

- EBCE launched a program offering installers \$1,000 for heat pump water heaters installed in EBCE customer homes
- Leverages the BayREN Home+ program for an additional \$1,000 to the homeowner
- Regional program – participation across seven bay area counties
- Targeting 250 installations



INDUCTION COOKING CAMPAIGN

Commissary Kitchen Electrification

- Resistance to induction from chef community
- Need to get chefs experience with cooking on induction
- Commissary kitchens often have 20-60 chefs who use the space
- Accompanied by consumer awareness and induction cooktop lending programs

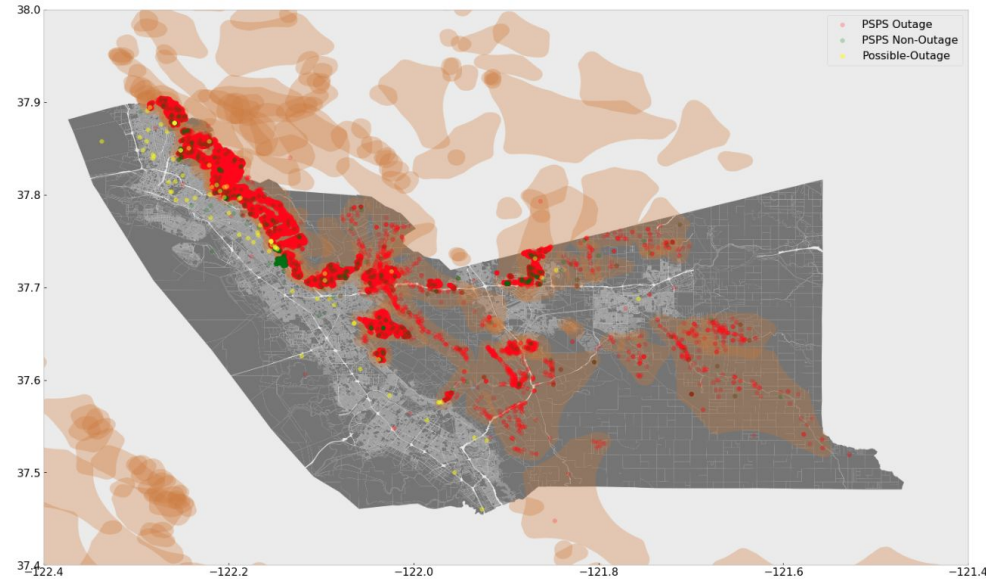


TECHNICAL ASSISTANCE FOR ALL-ELECTRIC MULTIFAMILY DEVELOPMENTS



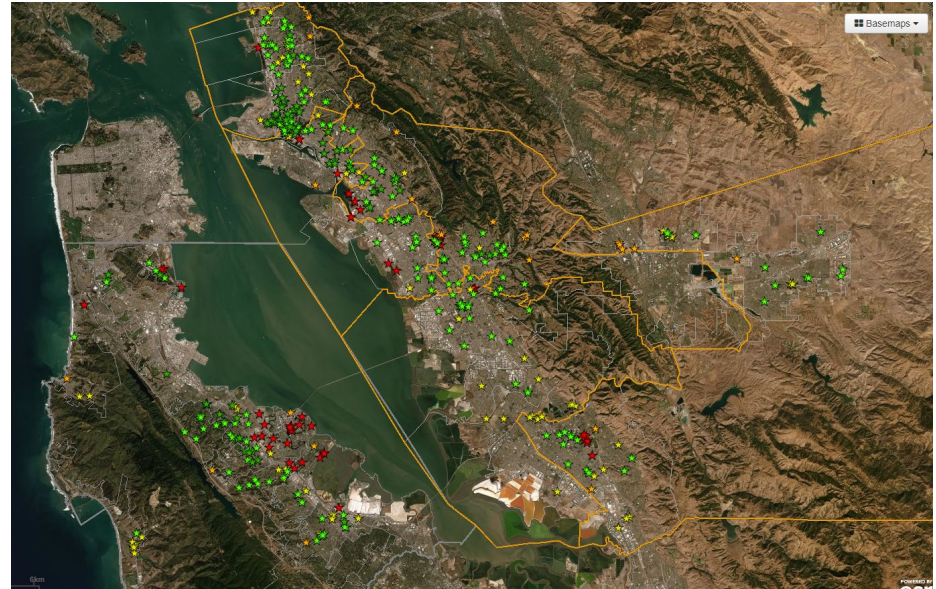
COMMUNITY RESILIENCE + RA

- Issued RFP for solar + storage systems + 10MW RA
- Plan to deploy ~2000 residential and 100s of commercial systems to increase resilience
- All systems will provide backup power
- Prioritizing frontline communities and requiring local workforce
- Customer engagement strategy to be developed with vendor(s)
- Program launch July, 2020



CRITICAL FACILITIES RESILIENCE

- Solar + Storage systems at municipal facilities sized for critical loads
- EBCE/PCE issued RFI to industry
 - gained insight on procurement pathways & role of CCAs
- Next steps:
 - Internal discussion on next steps in-process
 - External stakeholder coordination
 - RFP: end 2020 / early 2021



MEDICAL BASELINE PROGRAM

1. Pilot (on hold)
 - Solar + Storage on homes of electricity dependent pediatric patients of UCSF Benioff Children's Hospital
 - COVID-19 delays
2. Medical Baseline Comprehensive Plan (in-process)
 - pre COVID-19 County Public Health Dept. coordination
 - Consultant team reviewing resources to understand common durable medical devices, their load, and duration of use
 - Pairing with backup energy storage solutions
 - Developing budget for potential incentive program consideration in 2021
 - Next steps: County staff coordination to connect EBCE w/ local emergency response reps (city level)

2021 ALAMEDA COUNTY CALeVIP PROGRAM

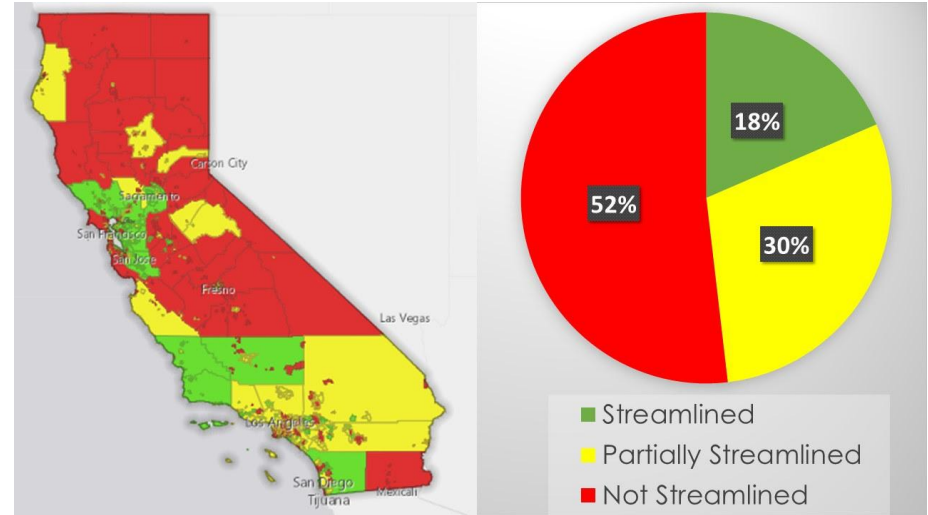
CEC incentive program for publicly accessible EV chargers;
EBCE is co-funding partner

- Eligibility: Level 2 & DC Fast Charge use cases except SFH
- CEC investment confirmation (\$) Aug/Sept.
 - \$15-\$30M requested
 - Incentives available: 2021-2024
- 25% of budget must be spent in DAC/LICs
- Unique EBCE data analysis
 - MUD hotspots/DCFC hubs & affordable MUD adder
- Next steps
 - Ongoing EBCE/CEC/CSE coordination
 - Public workshops (fall 2020)



STREAMLINED EV CHARGING PERMITTING

- AB 1236 (2016) requires cities/counties to adopt Ordinance & create checklist by 2017
 - Most non-compliant in 2019
- 2021 CALeVIP: compliance required
- EBCE technical assistance w/goal of countywide compliance by 3/2020
 - Goal nearly met!
 - COVID-19 delays
 - Two cities outstanding:
Albany & Newark



Governor's Office AB 1236 Tracking Map

MEDIUM & HEAVY-DUTY (M/HD) EVs

- Work w/CALSTART Drive to Zero Initiative
 - GOAL: “1st mover market” for urban delivery & Class 3-6 zero-emission vehicles
 - DMV registration data
 - Develop M/HD technical assistance pilot(s)
 - Relationship building: Port, 3PL, fleet users, fleet operators
 - Prep technical assistance to school districts
 - Prep pipeline for CALeVIP \$
- Support EBCE’s transit agencies: ICT Regulation
- External funding opportunities
 - ex. CEC M/HD Blueprint
 - ex. EPA Brownfields Assessment



CHARGING INFRASTRUCTURE DEPLOYMENT

- EBCE owned assets: leverage 2020 budget, LD Reserve Fund, external \$ to build charging network
 - ex. TFCA, CALeVIP
 - Recover revenue via electricity sales + LCFS credits
- In Process
 - Economic proforma development: DCFC & workplace charging
 - Piedmont Pilot: DCFC + L2 streetlight chargers
 - Ongoing municipal fleet electrification technical assistance
 - Berkeley's plan = complete (Council review July 2020)
 - Adding Alameda County & Hayward to SOW
 - ZE Carshare charging in affordable MUDs with Envoy
 - delayed - COVID-19

REGULATORY ENGAGEMENT

- CPUC DRIVE OIR Proceeding
- Transportation Electrification Framework & Plans
- CARB LCFS
- CCA equal access to the incremental value of residential LCFS credits
- Joint Agencies Vehicle Grid Integration Working Group
- SGIP (HPWH, storage, potential EVs)
- DAC Green Tariff
- CEC Load Modification for Resource Adequacy
- CPUC EE Petition to Modify

THANK YOU



Staff Report Item 20

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP Marketing and Account Services

SUBJECT: Enrollment of New Communities: Pleasanton, Newark, and Tracy (Action Item)

DATE: July 15, 2020

Recommendation

Approve Resolution to enroll customers within the new member communities of Pleasanton, Newark, and Tracy during the month of April 2021

Background and Discussion

Last month, staff provided an overview of new communities' enrollment as an informational item. Staff proposed an enrollment of the new customers in April 2021.

This month, staff is asking the Board to vote to approve the timing of enrollment.

Fiscal Impact

The costs and projected revenue associated with the new communities was included in the budget approved by the Board on June 17, 2020.

Attachments

- A. Resolution to Approve the Enrollment of New Customers in the Cities of Pleasanton, Newark, and Tracy Beginning in April 2021.

RESOLUTION NO. __

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY TO APPROVE THE ENROLLMENT
OF NEW CUSTOMERS IN THE CITIES OF PLEASANTON, NEWARK, AND TRACY
BEGINNING APRIL 2021**

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 cities of Pleasanton, Newark, and Tracy passed resolutions to join the East Bay Community Energy Joint Powers Authority during the Fall of 2019, and the Board approved these jurisdictions for membership in the Joint Powers Authority at the November 20, 2019 regular meeting.

WHEREAS staff prepared and submitted an addendum to the Implementation Plan to include new communities to the California Public Utilities Commission on December 20, 2019 and received approval through a certification letter from the CPUC on March 9, 2020. New board members were sworn in during the regular meeting on April 22, 2020.

WHEREAS the March 9, 2020 CPUC certification letter allows enrollment of customers within the new member jurisdictions beginning in 2021.

WHEREAS EBCE desires to provide service to its customers within the new member jurisdiction, in accordance with the March 9, 2020 CPUC certification letter.

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

Section 1. The Board hereby approves the enrollment of new customers within the jurisdictions of the cities of Pleasanton, Newark, and Tracy during the month of April in the year 2021.

ADOPTED AND APPROVED this _____ day of _____, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



Staff Report Item 21

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP of Marketing and Account Services

SUBJECT: Data Management and Call Center Services Contract Renewal with Sacramento Municipal Utilities District (SMUD)

DATE: July 15, 2020

Recommendation

- A. Receive an update on the renewal of the contract for Data Management and Call Center Services with Sacramento Municipal Utilities District (SMUD) and;
- B. Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute a contract extension with SMUD for a term of two years at the same cost per meter as the current Data Management and Call Center Agreement.

Background and Discussion

Background

In November 2017, the Board authorized the Chief Executive Officer to negotiate and execute a contract with Sacramento Municipal Utilities District (SMUD) for Data Management and Call Center Services. The contract with SMUD was executed in February 2018.

The term of the agreement is for two years from “Full Implementation”, defined as “the date upon which EBCE launches services for all customers, including municipal, commercial, and residential customers”. Staff interprets the end of the term to be December 1, 2020 based on the mass enrollment of municipal and commercial customers in June 2018 and residential customers throughout November 2018.

The term definition in the contract also requires a 90-day advance notice to SMUD regarding whether we will extend or terminate the agreement. Therefore, with a December 1 termination, notice is due to SMUD on September 1.

Contract Extension Negotiations

EBCE staff began negotiating a contract extension with SMUD in January 2020. Over the last several months, EBCE and SMUD staff have discussed our technology roadmap, system functionality, pricing, and term. Staff anticipates that while the overall budget for SMUD services will increase due to the expansion to new territories, we will maintain the same cost per meter and scope of services. The main contract terms are included in the attached Term Sheet.

Future Considerations

Staff is currently proposing a 2-year extension agreement. This duration will provide consistency of service during the enrollment of new communities (April 2021) and transition to time-of-use rates (May 2021), while giving us flexibility to transition to more in-house services by 2023. Specifically, staff has worked with SMUD to ensure an integration of an EBCE CRM during this next contract term - a first step towards greater in-house services.

Additionally, there has been a long-held desire to have an in-service territory call center. The approved budget for fiscal year 2020/2021 does not include staffing or other costs for an EBCE call center. After this fiscal year, EBCE will continue to pay SMUD a per meter cost that includes call center support, but we will have the option to bring one or more EBCE staff on-board as call center representatives that work within the SMUD backend systems. In this way, we will build in-house capacity and experience to support a potential full transition to a local call center in 2023 at the end of the SMUD contract extension. A potential timeline is as follows:

- July 2020 - June 2021: Full SMUD Call Center
- July 2021 - December 2022: EBCE staff working within SMUD Call Center system
- January 2022: Issue RFP for Call Center Services/Support
- June 2022: Select and Approve Call Center Services vendors
- Q4 2022: Transition and set-up of new call center
- January 2023: Launch new call center

Fiscal Impact

The cost was approved as part of the 2020/2021 fiscal year budget at \$7.7M for our base service territory and another approximately \$300k for new communities (total of \$8M) based on our initial cost estimate. Through negotiations the cost has come down and we now anticipate an annual cost of approximately \$7.4M for both existing and new territory. The main terms of the agreement are included in the attached Term Sheet.

Attachments

- A. Resolution to Negotiate and Execute a Contract Extension with Sacramento Municipal Utilities District
- B. SMUD Contract Extension Term Sheet

RESOLUTION NO. __

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY TO AUTHORIZE THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE A CONTRACT EXTENSION WITH
SACRAMENTO MUNICIPAL UTILITIES DISTRICT**

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 November 2017, the Board authorized the Chief Executive Officer to negotiate and execute a contract with Sacramento Municipal Utilities District (SMUD) for Data Management and Call Center Services.

WHEREAS, The contract agreement with SMUD was executed in February 2018.

WHEREAS The term of the agreement is for two years from “Full Implementation”, defined as “the date upon which EBCE launches services for all customers, including municipal, commercial, and residential customers, which is interpreted to be December 1, 2020 based on the mass enrollment of municipal and commercial customers in June 2018 and residential customers throughout November 2018.

WHEREAS The term definition in the contract also requires a 90-day advance notice to SMUD regarding whether we will extend or terminate the agreement. Therefore, notice is due to SMUD on September 1.

WHEREAS It is in the best interest of the Agency to continue services with Sacramento Municipal Utilities District and provide notice of intention to extend by September 1 and finalize a contract extension prior to December 1.

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

Section 1. The Board hereby authorizes the Chief Executive Officer to enter into negotiations and execute a contract, subject to the approval of General Counsel, with SMUD for Data Management and Call Center Services for a term of two years at the same cost per meter as the current agreement in substantial conformance with the term sheet attached to the staff report associated with this resolution.

ADOPTED AND APPROVED this 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

Data Management and Call Center Services

Contract Extension Term Sheet with Sacramento Municipal Utilities District (SMUD)

Term	Approximately two years (December 2020 through December 2022)
Cost	\$1.05/customer meter/month
Fees	Monthly - \$5,000 for Share My Data
	One Time - \$60,000 for Data Integration with new CRM
Services	<p>Scope remains consistent with current services, plus</p> <ul style="list-style-type: none"> • Mass Enrollment of new customers in Pleasanton, Newark, and Tracy, and • Transition of applicable customers to new Time-of-Use (TOU) rates <p>Option to reduce call center support hours to 9 AM to 5 PM weekdays beginning in October 2021 (post new community enrollment and transition to TOU rates)</p>
Amendments	Task Order Amendments to reflect changes in the scope will be managed the same as under current agreement. Budget has been allocated and approved for such change orders in the current fiscal year budget and any amendments will not exceed the approved amount.



Staff Report Item 22

TO: East Bay Community Energy Board of Directors

FROM: Marie Fontenot, Sr. Director Power Resources

SUBJECT: EBCE 2020 Integrated Resource Plan Compliance Filing (Action Item)

DATE: July 15, 2020

Recommendation

- A. Approve and use the analysis and findings resulting from the 2020 Integrated Resource Planning (IRP) study process;
- B. Complete California Public Utilities Commission (CPUC) required IRP documents; and
- C. Authorize the CEO to approve the final IRP reports and file two compliance portfolios by September 1, 2020.

Background and Discussion

The IRP proceeding includes two primary components: the biennial study workstream and the mandated procurement workstream. This memo refers only to the biennial study workstream.

The IRP is a long-term planning proceeding intending to evaluate all of the CPUC's electric procurement policies and programs and the reliability and cost-effectiveness of the CPUC-jurisdictional entities¹ electric supply with the goal of reducing the cost of achieving GHG reductions and other CPUC policy goals. The IRP proceeding looks 10 years forward to determine the least-cost resource mix required to meet these goals while maintaining system reliability.

The IRP also evaluates the contribution of individual entities' resource portfolios to the State's greenhouse gas (GHG) emissions. This IRP cycle, the CPUC is requiring each entity to submit distinct portfolios that achieve their proportional share of two alternative statewide electric sector GHG targets. EBCE will report analysis results and proposed resource portfolios that address the question "what are the desired portfolios of resources based on a statewide

¹ In context of IRP requirements, includes Investor Owned Utilities (IOUs), Energy Service Providers (ESPs), and Community Choice Aggregators (CCAs).

electric sector goal of achieving (1) 46 million metric tons (MMT) of GHG emissions by 2030; and (2) a maximum of 38 MMT of GHG emissions by 2030.” The inputs and assumptions used in the 46 MMT and 38 MMT scenario must be consistent with CPUC-assumptions; the required assumptions are discussed below. Entities are also permitted to submit an alternative portfolio that uses different assumptions, provided those assumptions are identified and justification for the discrepancies are described. EBCE is electing not to file an alternative portfolio and will instead focus its efforts on analysis to develop a portfolio of resources that would contribute to more aggressive GHG emissions reduction and organizational goal-setting related to achieving those reductions. This supplemental analysis and Staff recommendations for emissions reductions will be presented to the Board at a later date.

All CPUC-jurisdictional entities are required to file and serve their individual IRPs with the CPUC by September 1, 2020. The initial deadline for IRP submission was May 1, 2020, which was subsequently delayed first until July 1, 2020 and ultimately September 1, 2020 for several reasons, including the timing of the CEC’s IEPR load forecast adoption, multiple delays in the CPUC’s development of the IRP templates and filing requirements, and the late-added additional requirement to show a 38MMT portfolio. The filings must include three documents provided by the CPUC: the Narrative Template, the Resource Data Template, and the Clean System Power (CSP) Calculator.² Staff is seeking Board approval of the analysis and quantitative findings that will populate these required materials.³ Each document and the associated data that will populate the document is described below.

Discussion

Compliance with the CPUC’s IRP filing requires completion and submittal of three documents by September 1, 2020: the IRP Narrative Template, the Resource Data Template, and the Clean System Power Calculator. Each document is described below, followed by a discussion of the CPUC’s modeling inputs and assumptions, an overview of EBCE’s approach to IRP analysis and a discussion of the results of EBCE’s analysis. Finally, Staff describes the next steps, including portfolio planning work beyond what is required for IRP compliance purposes.

Narrative Template

This document will provide written description of the approach EBCE took in performing its IRP including a description of the analytical work and EBCE’s plan of action as a result.

Resource Data Template

This document is an excel workbook in which EBCE must report its existing energy and capacity contracts and identify the volumes of planned energy and capacity contracts that are indicated from the analysis as necessary to contribute to the 46 MMT and 38 MMT portfolios. The portfolios of resources must be described in terms of total annual contracted volumes and expected monthly volumes. The CPUC uses this document to analyze and aggregate individual entities’ IRP portfolios

Clean System Power Calculator

² CPUC Decisions 18-02-018, 19-11-016, and 20-03-028 define these filing requirements.

³ The Narrative Template, Resource Data Template and CSP Calculators for 46MMT and 38MMT portfolios were finalized by the CPUC and made available on June 15, 2020. Staff is currently in the process of populating the templates.

The document also takes the form of an excel workbook. It is used to calculate the estimated GHG and air pollutant emissions associated with the 46 MMT and 38 MMT resource portfolios detailed in the Resource Data Template. This workbook calculates the CPUC-determined implied emissions values associated with each type of generating resource. The CPUC uses this document to check that each entity meets the required GHG targets.

Required Assumptions

In this IRP cycle, the CPUC is requiring its jurisdictional entities use certain standardized inputs and assumptions. The required assumptions include:

- **Load forecast:** each load serving entity is required to use the CPUC-approved, California Energy Commission (CEC)-developed 2019 Integrated Energy Policy Report (IEPR) demand forecast update, as modified by CPUC Rulemaking 16-02-007. The 2019 IEPR forecast identified annual retail sales for entities out to 2030; then added and subtracted load to reflect the CEC's forecast for the expansion of Additional Achievable Energy Efficiency (AAEE), behind-the-meter solar PV generation, behind-the-meter combined heart & power generation, other self-generation, time of use rate effects, electric vehicle expansion, and other transport electrification. EBCE secured a correction from the CPUC to the approved IEPR forecast, bringing EBCE's load forecast more closely in line with internal assumptions.
- **Baseline resources:** represent generating resources that are currently online or are contracted to come online during the IRP's planning timeframe. This list includes generating resources inside and outside California, but within the Western Electricity Coordinating Council (WECC).
- **Candidate resources:** represent resources that have not yet been built or contracted. The CPUC provides the types of future generating resources that may be included in entities portfolios. The eligible resources types are natural gas generation (of various turbine and engine technologies), renewables (biomass, geothermal, solar pv, onshore wind, offshore wind), energy storage and demand response. The CPUC identified certain geographic assumptions related to the placement of these potential resources; the resources could be in California or out of state with eligible regions tied to existence or planned expansion of transmission lines. The CPUC also includes their own cost assumptions for each type of generating resource.
- **Proforma Financial Model:** used by the CPUC to create levelized fixed costs for each candidate resource type. These costs are then used as inputs to modeling to establish the least-cost portfolio.
- **Operating Assumptions:** the CPUC inputs resource-specific operating costs. Components of the operational costs are aggregated costs for classes of generation resources, unit commitment costs, costs associated with dispatching resources for energy or ancillary services, and transmission costs based on zones (i.e. costs to move electricity over the transmission system in WECC).
- **Resource Adequacy Requirements:** the CPUC assumptions require a 15% planning reserve margin, based on and consistent with the rules in place for System Resource Adequacy for CPUC-jurisdictional entities.

- GHG Emissions and Renewable Portfolio Standard: the 46 MMT and 38 MMT scenarios represent two different 2030 statewide electric sector GHG constraints under which least-cost resource portfolios are developed. The CPUC evaluated other potential GHG scenarios (including a 30 MMT scenario) before finalizing their selections. The emissions accounting is consistent with the California Air Resource Board's regulation of the electric sector under California's cap and trade program.

Reference System Plan

As part of the IRP process, the CPUC develops a Reference System Plan (RSP) which represents the total mix of resources at the system-level that the CPUC modeling shows is the most cost-effective way to achieve the 46 MMT scenarios. The RSP becomes formally adopted by the CPUC; following that, it is sent to the CAISO for inclusion in the CAISO's annual Transmission Planning Process.

The RSP includes four important elements. First, it identifies the 2030 statewide electric sector GHG planning target (in this case, 46 MMT). Second, it recommends a portfolio of resources that the CPUC believes represents the least-cost, least risk way to achieve the GHG target (these resources are identified based on the CPUC's required inputs and assumptions, described above). Third, a GHG planning price is reported that represents the marginal cost of GHG abatement associated with the RSP; this is intended to provide a consistent way to demonstrate the value of demand and supply resources. Fourth, near-term CPUC policy actions are incorporated with the stated intention of ensuring results from the IRP modeling inform other CPUC proceedings.

While the 46 MMT scenario was adopted as the RSP this cycle, the CPUC also developed a 38 MMT scenario and, in April of 2020, modified the filing requirements for entities to include both targets.

EBCE's Approach to IRP Compliance Analysis

EBCE staff developed recommended portfolios to meet the CPUC's 46 MMT (Scenario 1) and 38 MMT (Scenario 2) scenarios. Both of EBCE's recommended scenarios were developed based on the CPUC's system-level resource portfolios.

Working with our consultant, Ascend Analytics, staff incorporated details of EBCE's existing contracts as the baseline for the portfolios. The next step was to identify EBCE's proportional share of the nameplate capacity of each resource type in the 46 MMT RSP and 38 MMT scenario. Adjustments were then made to represent EBCE organization and customer preferences, as well as staff's knowledge of the electric system and resource availability (e.g. the likelihood that resources currently under contract will become available for re-contracting during the planning horizon). Some of these adjustments include: not selecting any energy to be produced directly by nuclear or natural gas generation facilities; assuming a lower volume of energy generated from/contracted with in-state hydro facilities due to the limited availability of these resources and the strong market appetite to contract with them; assuming a lower volume of energy generated from/contracted with out of state hydro resources due to strong appetite amongst California load serving entities, especially CCAs, to contract with these resources.

The baseline list of existing contract resources incorporated into both Scenarios 1 and 2 is listed in Appendix 1, Table 1.1.

The forecasted list of resources to build portfolios consistent with Scenarios 1 and 2 are described in Appendix 1, Tables 2 and 3, respectively.

Results of Analyses & Recommended Compliance Portfolios

Using the approach described herein, EBCE was able to achieve compliance with its share of the CPUC GHG emissions limits in both Scenarios 1 and 2. Specifically, by 2030 Scenario 1 will achieve a limit of 1.23 MMT of emissions and Scenario 2 will achieve a limit of 0.984 MMT. Both scenarios assume a 2030 load of 6,910 GWh.⁴ A summary of results follows; additional details and visual aids are included as Attachment 1, “Integrated Resource Plan Compliance Results” PowerPoint.

- Forecast Costs of Portfolios
 - Scenario 1 (46 MMT) Portfolio: estimated cost \$73.70/MWh to serve load. Average cost per year of \$507 million over the 2021 - 2030 planning horizon. Note these values are calculated using the CPUC’s resource cost assumptions which in many cases are higher than current values or internal projections.
 - Scenario 2 (38 MMT) Portfolio: estimated cost \$75.00/MWh to serve load. Average cost per year of \$516 million over the 2021 - 2030 planning horizon. Note these values are calculated using the CPUC’s resource cost assumptions which in many cases are higher than current values or internal projections.
- Resource Mix of Portfolios
 - Scenario 1 (46 MMT) Portfolio: Total contracted nameplate capacity of 2,277 MW by 2030. 1,220 MW resulting from new-build resources. 1,057 MW expected to be contracted from existing resources.
 - Scenario 2 (38 MMT) Portfolio: Total contracted nameplate capacity of 2,578 MW by 2030. 1,486 MW resulting from new-build resources. 1,092 MW expected to be contracted from existing resources.⁵
- Risk Management associated with Portfolios
 - Overall: Both scenarios are trying to fill an energy need of approximately 6,900 GWh in 2030. Scenario 1 requires fewer resources under long-term contract to meet RPS and GHG emissions targets than are required in Scenario 2, the result is that a larger portion of Scenario 1 can be filled with Spot Market and/or Short-Term Contract transactions than can be utilized by Scenario 2.
 - EBCE staff intends to enter into Short Term Contracts in the form of fixed-price energy transactions to fill a portion of its un-hedged position to ensure EBCE is not overly relying on the CAISO system, providing negative contribution to system reliability and as a means of insurance, to protect its customers from volatility in Spot Market prices. Staff assessed the total position unhedged by long-term resources under Scenarios 1 and 2 and applied a 3:2 ratio (ratio of

⁴ For reference, EBCE’s forecast 2020 emissions for 5,900 GWh of load will be .970 MMT.

⁵ “Existing resources” in both scenarios represents EBCE’s existing long-term contracts with generating resources (as identified in Table 1.1) as well as resources currently built and operational within the CAISO but not yet under contract to EBCE. The total nameplate capacity of current EBCE resources under contract in both scenarios is 661MW. Note: EBCE’s capacity-only contracts (as identified in Table 1.2) are not included as EBCE does not have contractual right to energy from these resources.

short-term contracts to spot market purchases) to both scenarios to fill the remaining open position.⁶

- Summary of Portfolios: Over the 2021-2030 study timeframe, the long-term resources that comprise the Scenario 1 portfolio are forecasted to provide approximately 4,150 GWh of energy per year that can be used to meet demand. This leaves an average forecasted open position in Scenario 1 of 2,700 GWh per year (1,800 GWh in Short-Term transactions; 900 GWh in Spot Market purchases). During the same timeframe, the resources that comprise the Scenario 2 portfolio are forecasted to provide approximately 4,500 GWh of energy per year that can be used to meet demand. This leaves an average forecasted open position in Scenario 2 of 2,400 GWh per year (1,625 in Short-Term transactions; 775 GWh in Spot Market purchases). The percent breakdowns of each portfolio’s average contribution to demand from 2021 to 2030 is summarized here:

	% Long-Term	% Short-Term	% Spot Market
46 MMT	60.5%	26.5%	13%
38 MMT	65%	24%	11%

- Scenario 1 (46 MMT) Portfolio: Approximately 925 GWh or 13.5% of EBCE demand will need to be purchased in the Spot Market in 2030.
- Scenario 2 (38 MMT) Portfolio: Approximately 650 GWh or 9.5% of EBCE demand will need to be purchased in the Spot Market in 2030.
- Reliability of Portfolios
 - Staff evaluated portfolio reliability in relation to EBCE’s ability to meet its CPUC-designated Resource Adequacy obligations on an annual basis and in the month of September for every year during the study period. The results indicate that RA obligations can be achieved through a combination of existing RA contracts, long-term generation contracts (i.e. the resources described in the portfolios of Scenarios 1 and 2) and with additional RA purchases, similar to those EBCE engages in today. The analyses also evaluated the number of “forced” & “simulated” hours of portfolio market exposure. In this case, “forced exposure” represents the number of hours where generating resources and energy storage are insufficient to meet demand. “Simulated exposure” represents the number of hours with net market purchases including energy storage charging.
 - Scenario 1 (46 MMT) Portfolio:
 - Resource Adequacy: The long-term contracts anticipated in this portfolio do not represent sufficient capacity to meet annual or September RA obligations. Additional RA procurement will be necessary for each year from 2021 to 2030. The forecast costs for each year and for the month of September are in Table 4.
 - Forced market exposure hours: Forecasted forced exposure hours decrease over time. By 2030 the mean forecasted forced exposure hours for this portfolio are approximately 6300 hours per year. Analysis indicated a range of expected outcomes for forced exposure hours; the

⁶ 3:2 ratio of short term contracts to spot market purchases is included as an approximate representation of EBCE organizational risk tolerance. Actual ratios and risk tolerances incorporated into procurement strategy will be evaluated with EBCE’s Risk Oversight Committee and approved by EBCE’s Board.

- P5 is approximately 6050 hour and P95 is approximately 6500 hours. For comparison, there are 8760 hours in a calendar year, thus 6300 hours of represents exposure in approximately 72% of hours in 2030.
- Simulated market exposure hours: Forecasted simulated exposure hours decrease over time. By 2030 the mean forecasted simulated exposure hours for this portfolio are approximately 6700 hours per year. Analysis indicated a range of expected outcomes for simulated exposure hours; the P5 is approximately 6500 hours and P95 is approximately 6800 hours. 6700 hours of represents exposure in approximately 76% of hours in 2030.
 - Scenario 2 (38 MMT) Portfolio:
 - Resource Adequacy: The long-term contracts anticipated in this portfolio do not represent sufficient capacity to meet annual or September RA obligations. Additional RA procurement will be necessary for each year from 2021 to 2030. The forecast costs for each year and for the month of September are in Table 5.
 - Forced market exposure hours: Forecasted forced exposure hours decrease over time. By 2030 the mean forecasted forced exposure hours for this portfolio are approximately 6000 hours per year. Analysis indicated a range of expected outcomes for forced exposure hours; the P5 is approximately 5750 hours and P95 is approximately 6450 hours. 6000 hours of represents exposure in approximately 68% of hours in 2030.
 - Simulated market exposure hours: Forecasted simulated exposure hours decrease over time. By 2030 the mean forecasted simulated exposure hours for this portfolio are approximately 6400 hours per year. Analysis indicated a range of expected outcomes for simulated exposure hours; the P5 is approximately 6100 hours and P95 is approximately 6700 hours. 6400 hours of represents exposure in approximately 73% of hours in 2030.
 - It is important to note the term “hours of market exposure” refers solely to an hour where some portion of EBCE’s demand is exposed to the market. It is not a representation of volume or severity of demand exposed to the market. An hour in which one MW of demand is exposed to the market would contribute to the market exposure hours the same as an hour where 600 MW of demand is exposed to the market. Table 6 provides an estimation of severity of exposure to the Spot Market associated with both Scenarios 1 and 2.

Fiscal Impact

There is no financial impact associated with the recommended action as this filing is intended to meet the CPUC compliance requirement and actual procurement authorization will be brought forth to the board in accordance to EBCE’s risk management policies.

Next Steps

Staff will populate the three CPUC required documents with detail about EBCE’s analysis and findings, have the CEO approve the final IRP reports, and tile two compliance portfolios by

September 1, 2020. Concurrently, Staff will initiate an additional study to evaluate the possibility of setting more aggressive organizational goals related to GHG emissions reduction. The results of this study will also identify: Carbon Free metrics of the proposed Portfolio, Forecast Costs, Resource Mix, Risk Management, and Reliability of the proposed portfolio. Staff will present these supplemental findings to the Board in the fall and will seek Board approval to establish an EBCE target for GHG emissions reduction.

Attachments

- A. Resolution to Approve and use the results of the IRP analysis and Authorize the CEO to file the final results;
- B. CPUC Narrative Template;
- C. [CPUC Resource Data Template](#) (link);
- D. [CPUC CSP 46MMT june 2020](#) (link);
- E. [CPUC CSP 38MMT june 2020](#)(link); and
- F. IRP Compliance Approval Presentation

Appendix 1

Table 1.1: Baseline List of EBCE's Existing Generating Contract Resources

Counterparty / Project	County	Location	Technology	Term (years)	COD	Renewable Capacity	Battery Capacity MW	Duration - Hours	Battery MWhs
Raceway	Kern	Southern_PGE	Solar + Storage	20	1/1/2023	125	80	2	160
Edwards	Kern	Southern_PGE	Solar	15	1/1/2023	100			
EDPR/Sonrisa	Fresno	Southern_PGE	Solar + Storage	20	1/1/2023	100	30	4	120
Rosamond	Kern	Southern_PGE	Solar	15	5/1/2021	112			
Tulare	Tulare	Southern_PGE	Solar	15	1/1/2022	56			
Salka	Alameda	Generic	Wind	20	1/1/2021	57.5			

Table 1.2: Baseline List of EBCE's Existing Capacity-Only Long-Term Contract Resources

Counterparty / Project	County	Technology	Term (years)	COD	Renewable Capacity	Battery Capacity MW	Duration - Hours	Battery MWhs
esVolta Tierra Robles	Alameda	Storage	13	12/1/2021	n/a	7	4	28
Sunrun PDR	Alameda	Storage	10	1/1/2022	n/a	.5	4	2
Vistra Oakland Energy Storage 1	Alameda	Storage	10	1/1/2022	n/a	36.25	4	145

Table 2: List of Resources included in EBCE Scenario 1 (46 MMT Portfolio)

46 MMT Reference System Plan			EBCE RSP Pro-Rata Share								% of Pro-Rata	max allowed	Overall EBCE Pro Rata Portfolio			
Resource	MW/	Type	2020	2022	2026	2030	2020	2022	2026	2030			2020	2022	2026	2030
2-hr Battery Storage	MW	Storage	542	559	990	6727	20	19	33	225	125%		0	0	80	281
4-hr Battery Storage	MW	Storage	1304	4158	8075	5410	48	141	272	181	125%		0	176	226	226
Pumped Storage (long-duration)	MW	Storage	1599	1599	2573	2573	59	54	87	86	75%		0	0	0	64
Large Hydro	MW	Large Hydro	7070	7070	7070	7070	259	239	238	236	70%	100	0	100	100	100
Imported Hydro	MW	Imported Hydro	2852	2852	2852	2852	104	96	96	95	70%		0	67	67	67
Coal	MW	Coal	480	480	0	0	18	16			0%		0	0	0	0
Biogas	MW	Biogas	278	278	278	278	10	9	9	9	50%		0	0	0	5
Biomass	MW	Biomass	625	625	625	623	23	21	21	21	50%		0	0	0	10
Geothermal	MW	Geothermal	1851	1851	1851	1851	68	63	62	62	100%		0	12	75	75
Small Hydro	MW	Small Hydro	974	974	974	974	36	33	33	33	100%	20	0	20	20	20
Shed DR	MW	DR	2195	2418	2418	2418	80	82	81	81	50%		0	41	41	40
Nuclear	MW	Nuclear	2935	2935	635	635	107	99	21	21	0%		0	0	0	0
Candidate Wind Resources												112%				
Southern_CA_Desert_Southern_NV_Wind	MW	Wind	0	0	600	600	0	0	20	20			0	119	131	131
Sacramento_River_Wind	MW	Wind	0	1442	1442	1442	0	49	49	48			0	58	58	58
Tehachapi_Wind	MW	Wind	0	275	275	275	0	9	9	9			0	119	131	131
Generic_CA_Wind	MW	Wind	0	0	0	0	0	0	0	0			0	0	0	23
New_Mexico_Wind	MW	Wind	0	0	0	606	0	0	0	20			0	60	65	65
Candidate Solar Resources												113%				
Southern_PGE_Solar	MW	Solar	0	143	1895	2078	0	5	64	69			0	168	493	493
Southern_CA_Desert_Southern_NV_Solar	MW	Solar	1196	2058	2306	4340	44	70	78	145			0	187	187	187
Tehachapi_Solar	MW	Solar	804	3402	3402	4202	29	115	115	140			0	187	187	187
Generic_CA_Solar	MW	Solar					0	0	0	0	368		0	0	0	106

Table 3: List of Resources included in EBCE Scenario 2 (38 MMT Portfolio)

Resource	38 MMT Reference System Plan						EBCE RSP Pro-Rata Share				% of Pro-Rata	max allowed	Overall EBCE Pro Rata Portfolio			
	MW/	Type	2020	2022	2026	2030	2020	2022	2026	2030			2020	2022	2026	2030
2-hr Battery Storage	MW	Storage	541	559	990	5367	20	19	33	179	125%		0	0	80	224
4-hr Battery Storage	MW	Storage	1304	4158	6983	7612	48	141	235	254	125%		0	176	294	318
Pumped Storage (long-duration)	MW	Storage	1599	1599	3204	3204	59	54	108	107	75%		0	0	0	80
Large Hydro	MW	Large Hydro	7070	7070	7070	7070	259	239	238	236	74%	100	0	100	100	100
Imported Hydro	MW	Imported Hydro	2852	2852	2852	2852	104	96	96	95	74%		0	71	71	71
Coal	MW	Coal	480	480	0	0	18	16			0%		0	0	0	0
Biogas	MW	Biogas	278	278	278	278	10	9	9	9	50%		0	0	0	5
Biomass	MW	Biomass	625	625	625	623	23	21	21	21	50%		0	0	0	10
Geothermal	MW	Geothermal	1851	1851	1851	1851	68	63	62	62	100%		0	0	78	78
Small Hydro	MW	Small Hydro	974	974	974	974	36	33	33	33	100%	20	0	20	20	20
Shed DR	MW	DR	2195	2418	2418	2418	80	82	81	81	50%		0	41	41	40
Nuclear	MW	Nuclear	2935	2935	635	635	107	99	21	21	0%		0	0	0	0
Candidate Wind Resources											115%					
Southern_CA_Desert_Southern_NV_Wind	MW	Wind	0	442	1042	1042	0	15	35	35			0	125	152	152
Sacramento_River_Wind	MW	Wind	0	1442	1442	1442	0	49	49	48			0	58	58	58
Tehachapi_Wind	MW	Wind	0	275	275	275	0	9	9	9			0	125	152	152
Generic_CA_Wind	MW	Wind				0	0	0	0	0			0	0	0	168
New_Mexico_Wind	MW	Wind	0	0	0	1500	0	0	0	50			0	62	76	76
Candidate Solar Resources											114%					
Southern_PGE_Solar	MW	Solar	0	113	1865	3498	0	4	63	117			0	168	493	493
Southern_CA_Desert_Southern_NV_Solar	MW	Solar	1226	2088	3020	3898	45	71	102	130			0	205	205	205
Tehachapi_Solar	MW	Solar	774	3402	3402	4202	28	115	115	140			0	205	205	205
Generic_CA_Solar	MW	Solar	0	0	0	0	0	0	0	0	401		0	0	0	118

Table 4: Scenario 1 Forecast Supplemental RA procurement costs

Annual

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$13M	\$4M	\$11M	\$27M	\$24M	\$33M	\$30M	\$30M	\$30M	\$30M

September only

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$2M	<\$1M	\$2M	\$3M	\$3M	\$4M	\$4M	\$4M	\$4M	\$4M

Table 5: Scenario 2 Forecast Supplemental RA procurement costs

Annual

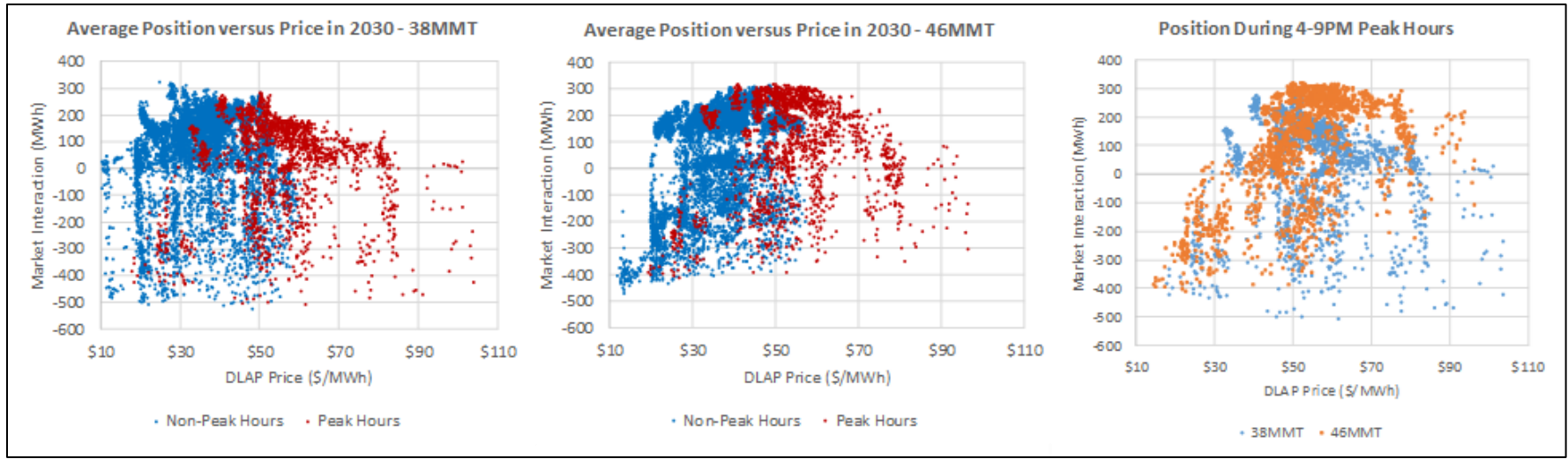
2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$13M	\$4M	\$18M	\$23M	\$20M	\$27M	\$24M	\$24M	\$23M	\$23M

September only

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
\$2M	<\$1M	\$2M	\$3M	\$3M	\$3M	\$3M	\$3M	\$3M	\$3M

Table 6: Visual representation of portfolio interactions with Spot Market.

Note: hours of negative market interaction represent hours when EBCE is buying from the market; hours of positive interaction represent hours where EBCE is selling to the market. Tables assume EBCE has engaged in Short-Term Transactions as described in section titled “Risk Management associated with Portfolios”.



RESOLUTION NO. __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY

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 California Public Utilities Commission (CPUC) issued Decisions 18-02-018, 19-11-016 and 20-03-028 requiring its jurisdictional load serving entities file their 2020 Integrated Resource Plans (IRP) with the CPUC on or before September 1, 2020; and

WHEREAS the CPUC further requires entities utilize three document templates to complete their filings: the Narrative Template, the Resource Data Template, and the Clean System Power (CSP) Calculator; and

WHEREAS EBCE staff worked with Ascend Analytics to perform analysis and develop IRP portfolios to meet the CPUC’s requirements; and

WHEREAS, EBCE staff has presented the IRP analysis performed by Ascend Analytics and EBCE staff to the Board.

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

Section 1. The Board hereby approves the results of the IRP analysis performed by Ascend Analytics and EBCE staff and presented at this Board meeting.

Section 2. The Board hereby authorizes staff to utilize the results of its IRP analysis to populate CPUC-required document templates, delegates authority to the CEO to approve the final IRP reports on behalf of the Board, and submit the 2020 IRP compliance filing by September 1, 2020.

ADOPTED AND APPROVED this 15th day of July, 2020.

Dan Kalb, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

Template updated by Commission on June 15, 2020

Standard LSE Plan

[NAME OF FILING ENTITY]

2020 INTEGRATED RESOURCE PLAN

[DATE]

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How to use this template:

- *All LSEs required to file a Standard LSE Plan must use this template, as well as the accompanying Resource Data Template and Clean System Power calculator provided by staff.*
- *All LSEs filing a Non-Standard Plan may use this template. If Non-Standard LSE Plan filers choose to submit this template, they do not have to submit the Clean System Power calculator tool, the Resource Data Template, or address any of the requirements based on contracted or planned resource information.*
- *Instructions are provided in italics under each section. Delete all instructions before submitting the form, but preserve the numbered section headings.*
- *Complete each section. If the section is not applicable to the LSE, simply indicate “Not applicable” and provide a brief explanation.*
- *Definitions are provided in the Glossary of Terms at the end of this template.*

I. Executive Summary

Use this section to provide an overview of the process used by the LSE to develop its plan and summarize the LSE’s findings, including a brief overview of the LSE’s Preferred Conforming Portfolio and Action Plan.

II. Study Design

Use this section to describe how the LSE approached the process of developing its LSE Plan.

Load Assignments for Each LSE

IOUs and CCAs should use the “mid Baseline mid AAEE” version of Form 1.1c of the California Energy Commission’s (CEC) 2019 IEPR demand forecast for planning purposes across the IRP planning horizon (i.e., until 2030, for the purposes of 2020 IRP Filings), unless a different load forecast has been approved through an ALJ Ruling finalizing load forecasts and GHG benchmarks.

ESPs should utilize load forecasts confidentially communicated to each ESP individually by Commission staff. Staff will aggregate any ESP submittals to protect confidentiality.

LSEs may provide their own load or load modifier shapes in the Clean System Power (CSP) calculator, but, for “Conforming Portfolios,” the total annual energy volumes for both load and load modifiers must remain consistent with their assigned forecast. If using their own shapes, LSEs must provide detailed explanations as to how their load or load modifier shapes were developed, including data sources. If LSEs do not provide their own specific shapes, they will be automatically assigned the default hourly shapes in the CSP calculator, which reflects the 2019 IEPR “mid Baseline mid AAEE” hourly forecast for the CAISO system average.

LSEs are not be permitted to use an annual load forecast (MWh) that differs from the one assigned to it in IRP.

Required and Optional Portfolios

Each LSE must produce and submit at least two "Conforming Portfolios:" one that addresses the LSE's proportional share of the 46 MMT GHG target, and another that addresses the LSE's proportional share of a 38 MMT target. A Conforming Portfolio is one that utilizes the LSE's assigned load forecast and is consistent with the Commission-adopted Reference System Portfolio according to the following criteria:

- *For the 46 MMT conforming portfolio, achieves emissions equal to the LSE's 46 MMT 2030 GHG Emissions Benchmark.*
- *For the 38 MMT conforming portfolio, achieves emissions equal to or less than the LSE's 38 MMT 2030 GHG Emissions Benchmark.*
- *LSEs should use their individual load assignment as indicated above*
- *Uses inputs and assumptions consistent with those used by staff to develop the Reference System Portfolio, with the following exceptions based on updated information:*
 - *If the LSE has better capital cost and financing information that more accurately reflects its situation, the LSE is free to use those inputs and/or assumptions. For example, an LSE may have its own view of future resource levelized costs and it is free to use this information to develop its portfolio. LSEs should clearly identify, and provide an explanation for, instances where it used its own assumption in lieu of the default used by staff to develop the RSP.*
 - *Baseline resources – An LSE may have progressed with the development of resources since the formation of the baseline used in the Reference System Portfolio. The LSE is free to determine which of its resources are in its baseline when developing its portfolio, based on their latest information.*
- *Completing all three filing items (Resource Data Template, CSP calculator, and Narrative template) according to completeness definition which has been provided in the "Filing Requirements Standards" document.*

For a more comprehensive definition of a conforming portfolio refer to the "Filing Requirements Overview" document.

LSEs may study and report multiple Conforming Portfolios for each 2030 GHG target. LSEs are required to select two "Preferred Conforming Portfolios" among all Conforming Portfolios developed and submitted. One Preferred Conforming Portfolio that achieves emissions equal to the LSE's share of the 46 MMT GHG target, and a second Preferred Conforming Portfolio that achieves emissions equal to or less than the LSE's share of the 38 MMT GHG target. LSEs should justify the selections for each GHG target, including why the portfolio is consistent with all state goals and is the best representation for how the LSE plans to meet state goals. LSEs that submit a Preferred Conforming Portfolio that achieves less than its share of the 38 MMT target must also explain whether and how that portfolio might operate differently, from a reliability perspective, depending on whether other LSEs procure in a manner consistent with a 46 MMT or 38 MMT target.

LSEs may also study and report additional "Alternative Portfolios" developed from different assumptions (including different annual levels of load modifiers) from the Reference System Plan. LSEs may propose to

meet their load and GHG requirements with both supply-side and demand-side investments and must explain how these resources meet or beat their assigned load levels and GHG target.

For all Alternative Portfolios developed, any deviations from the Conforming Portfolio must be explained and justified. If the LSE uses different annual levels of load modifiers as part of any Alternative Portfolio the LSE should report that information using the standard IEPR filing form templates¹ associated with that information. All Alternative and Conforming Portfolios must use the same assigned load forecast as a starting point, but Alternative Portfolios can use demand-side resources such as energy efficiency or electrification to deviate from the annual levels of load modifiers assigned to them for their Conforming Portfolios.

CCAs are permitted, in the Action Plan section of this template, to also describe a procurement strategy certified by their governing board if it differs from the one associated with their Preferred Conforming Portfolio.

IOUs should assume no procurement on behalf of non-bundled customers would be needed unless specifically required by the Commission.

Additionally, each LSE should account for the costs and benefits of any resources subject to the cost allocation mechanism (CAM) in its Conforming Portfolios. In estimating its share of resources subject to the CAM, including for the purposes of entry into the Resource Data Template and Clean System Power calculator, each LSE should refer to the most recent year-ahead CAM resource list available on the Commission's Resource Adequacy Compliance Materials webpage. The year-ahead CAM list reflects the contract start and end dates of Commission approved CAM resources. The list itemizes the resource adequacy capacity value by month for each IOU service territory. In developing its Conforming Portfolios, each LSE should assume its future resource adequacy obligations are reduced by its proportional share of the resource adequacy capacity value reflected in the year-ahead CAM list, and then use the same methodology for estimating other costs and benefits associated with those resources. An LSE's proportional share is determined by its year-ahead share of the total coincident peak load for each IOU service territory, as assigned in the Commission's annual resource adequacy process. The LSE's proportional share of that resource is assumed static through the IRP planning horizon, but it will be updated each IRP cycle based on the current proportional share assignment from the Commission's annual resource adequacy process. LSEs should not make assumptions or predictions on what resources may be procured on behalf of all load and subject to the CAM in the future.

GHG Emissions Benchmark

LSEs have been assigned a new 2030 GHG Emissions Benchmark based on the results of the Reference System Portfolio, specifically the 2030 GHG planning target adopted by the Commission for the electric sector, calculated using the same methodology from the previous IRP cycle, and as established by the California Air Resources Board (CARB) 2018 Staff Report, "Senate Bill 350 Integrated Resource Planning

¹ Forms used for the 2019 IEPR cycle are available here: <https://www.energy.ca.gov/data-reports/reports/integrated-energy-policy-report/2019-integrated-energy-policy-report/2019-iepr> ; see the October 2018 Webinar on Forms and Instructions to Collect Electricity Demand Forecast and Electricity Resource Plan Data from Load-Serving Entities

Electricity Sector Greenhouse Gas Planning Targets.”² LSE GHG Benchmarks were assigned via ALJ Ruling on April 15, 2020 and are posted on the IRP website.

Because the IEPR does not include load forecasts for individual ESPs, each ESP is required to calculate its own confidential GHG Emissions Benchmark based on its 2030 load share within the host IOU’s territory. For any ESP that serves load in more than one IOU service territory, that ESP should add up the separate GHG Emissions Benchmarks calculated based on its share of direct access load for each IOU service territory to result in a single benchmark. The CSP calculator includes a table for performing this calculation in the tab titled “ESP GHG Benchmark.”

LSEs filing a Standard LSE Plan should use the CSP methodology and calculator for estimating their GHG emissions across the IRP planning horizon. It is important to note that neither emissions from, nor demand met by, Behind-the-Meter Combined Heat and Power (BTM CHP) resources are included in the CSP calculator. While individual LSEs are not required to plan to reduce BTM CHP emissions, these emissions nevertheless count towards the electric sector emissions total and are included in LSE GHG Benchmarks. Commission staff plans to account for 5.5 MMT of BTM CHP emissions when calculating electric sector emissions of the aggregated LSE portfolios during the development of the Preferred System Plan.

When calculating emissions in the CSP calculator, LSEs should achieve GHG emissions results that are slightly below their GHG benchmarks to leave room in the system for BTM CHP emissions that will be added during the portfolio aggregation process. The CSP calculator tab titled “Benchmarks Net BTM CHP” contains the LSE-specific benchmarks that LSEs should use for planning when using the CSP calculator. LSEs should use this worksheet to look up the maximum GHG emissions that its portfolio in the calculator can achieve.

a. Objectives

Provide a description of the LSE’s objectives for the analytical work it is documenting in the IRP.

b. Methodology

i. Modeling Tool(s)

Name all modeling software used by LSE to develop its IRP, if any, and include the vendor and version number. Provide an explanation of differences between the LSE’s modeling tool and RESOLVE, and an explanation of how those differences should be considered during evaluation of the LSE’s portfolio(s).

² Available at https://ww3.arb.ca.gov/cc/sb350/staffreport_sb350_irp.pdf.

ii. Modeling Approach

Describe the LSE's overall approach to developing the scenarios it evaluated, and explain why each scenario was considered. Also describe any calculations, including post-processing calculations, used to generate metrics for portfolio analysis.

III. Study Results

Use this section to present the results of the analytical work described in Section 2: Study Design.

a. Conforming and Alternative Portfolios

Provide a list of all Conforming Portfolios and Alternative Portfolios developed. The portfolios should clearly identify and distinguish between the following:

- *Existing resources that the LSE owns or contracts with, consistent with definitions provided in the Resource Data Template.*
- *Existing resources that the LSE plans to contract with in the future.*
- *New resources that the LSE plans to invest in.*

For new resources, LSEs should provide a description in table form of how those planned resources compare to the mix of new resources identified in the Reference System Portfolio and comment on the significance of the variances, if any.

LSEs should report all contracted and planned resources for each plan filed in the Resource Data Template and provide a narrative summary of those reported resources in this section.

For the Alternative Portfolios, deviations from the Conforming Portfolio need to be explained and justified.

b. Preferred Conforming Portfolios

Provide a detailed description of the two Conforming Portfolios, one for the 46 MMT GHG target and another for the 38 MMT GHG target for which the LSE seeks Commission approval or certification. LSE should justify the portfolio selections for each GHG target. Explain the reasons for the LSE's preference and how its selections are consistent with each relevant statutory and administrative requirement (refer to PU Code Section 454.52(a)(1)). In providing its rationale, the LSE should assume that other LSEs procure in a manner consistent with the Reference System Plan. If the LSE submits a portfolio that achieves emissions reductions less than its 38 MMT benchmark, the LSE should explain and justify its selection of that portfolio, and explain whether and how that portfolio might operate differently, from a reliability perspective, depending on whether other LSEs procure in a manner consistent with a 46 MMT or 38 MMT target. If the LSE has a preference, it should also state in its

Narrative Template which Preferred Conforming Portfolio it prefers as a blueprint for its own procurement, and justify that choice.

c. GHG Emissions Results

Use the CSP calculator to estimate the GHG emissions associated with each portfolio and report those results in this section. There are two versions of the CSP calculator, one for the 46 MMT GHG target and another for the 38 MMT GHG target. LSEs should use the associated version for each GHG target for their reporting. If the LSE submits the a conforming portfolio that achieves less than its 38 MMT benchmark, it should estimate emissions for that portfolio using the 38 MMT version.

If an LSE uses a custom hourly load shape or GHG-free production profile in the CSP calculator for any portfolio, it must provide a detailed explanation as to how its load shape or production profile was developed, including the source of the data used.

d. Local Air Pollutant Minimization and Disadvantaged Communities

i. Local Air Pollutants

Use the CSP calculator to estimate the NO_x, PM_{2.5}, and SO₂ emissions associated with the LSE's Preferred Conforming Portfolios and report those results in this section. If the LSE's only contribution to air pollutants are a result from reliance on system power, then the LSE should provide explanation in the Action Plan Section of its plan of how it plans to reduce reliance on system power.

ii. Focus on Disadvantaged Communities

Use this section to describe and provide quantitative evidence to support how the LSE's Preferred Conforming Portfolios minimizes local air pollutants with early priority on disadvantaged communities. The LSE must provide a description of which disadvantaged communities, if any, it serves. LSEs must also specify customers served in disadvantaged communities along with total disadvantaged population number served as a percentage of total number of customers served. Finally, LSEs must specify what current and planned LSE activities/programs, if any, address disadvantaged communities, and describe how the LSE's actions and engagement have changed over time. Please also describe any analysis or activities targeted at identifying feasible procurement opportunities to reduce reliance on fossil-fueled power plants, particularly those that are located within disadvantaged communities.

For purposes of IRP, a disadvantaged community is defined as any community statewide scoring in the top 25 percent statewide or in one of the 22 census tracts within the top five percent of communities with the highest pollution burden that do not have an overall score,

using the most recent version (CalEnviroScreen 3.0) of the California Environmental Protection Agency’s CalEnviroScreen tool.

e. Cost and Rate Analysis

Describe and provide quantitative information to reflect how the LSE anticipates that its Preferred Conforming Portfolios will affect the costs for its customers. For this analysis, assume other LSEs procure resources in a manner consistent with the Reference System Plan.

Requirements for IOUs Only

Data must be provided showing the forecasted revenue requirement and system average rate for bundled customers for all portfolios developed by the IOU. The costs should be forecasted consistently with the categories covered by each IOU in its general rate case. The data should reflect the IOU’s assigned load forecast (for the conforming portfolio), and revenue requirements for each portfolio should be broken down by the following categories:

- Transmission
- Distribution (e.g. includes costs from distribution upgrades driven by customer-generation)
- DSM Programs (e.g. includes costs of energy-efficiency, demand response, and other programs)
- Generation (e.g. includes costs of utility-owned generation, bilateral contracts, renewables contracts, and storage contracts, net of revenue from EDU allowances)
- Other (e.g. includes nuclear decommissioning, DWR bonds, public purpose programs, and other miscellaneous)

In presenting revenue requirement data, IOUs should clearly distinguish between current (baseline) projected revenue requirement broken down by the categories above, and the incremental projected revenue requirement broken down by the same categories. For each new resource portfolio that the IOU is showing results for in its Plan report all assumptions used such as cost escalation rate, inflation rate, levelization period, discount rate, taxes, financing, etc.

IOUs should complete the following tables, adhering as closely as possible to the units and categories listed. If the IOU is unable to report data in this exact format, it is permitted to deviate but must provide an explanation.

System Average Rates Associated with Preferred Conforming Portfolio (2019 \$)

	2020	2021	2022	2023	...	2030
¢/kWh						
Rev. Req. \$						

Revenue Requirements and System Average Bundled Rates for Preferred Conforming Portfolio (2019 \$)

<i>Line No.</i>	<i>Cost Category</i>	<i>2020</i>	<i>...</i>	<i>2030</i>
<i>1</i>	<i>Distribution</i>			
<i>2</i>	<i>Transmission</i>			
<i>3</i>	<i>Generation</i>			
<i>4</i>	<i>Demand Side Programs</i>			
<i>5</i>	<i>Other</i>			
<i>6 (sum lines 1-5)</i>	<i>Baseline Revenue Requirement</i>			
<i>7</i>	<i>System Sales (GWh)</i>			
<i>8</i>	<i>Bundled Sales (GWh)</i>			
<i>9</i>	<i>System Average Delivery Rate (¢/kWh)</i>			
<i>10</i>	<i>Bundled Generation Rate (¢/kWh)</i>			
<i>11</i>	<i>System Average Bundled Rate (¢/kWh)</i>			

Requirements for All LSEs

All LSEs should consider cost and rate impacts on their customers when planning and submitting their individual IRPs, and, at a minimum, include a narrative description of their approach in support of this requirement.

f. System Reliability Analysis

Use this section to describe how the LSE's Preferred Conforming Portfolios contribute its fair share to system reliability and renewables integration. Whether the LSE's portfolios contribute its fair share

or not will not be judged based solely on the content of this section. System reliability and adequate renewables integration cannot be conclusively assessed until all LSEs' portfolios are combined and CPUC staff conducts LOLE studies on that aggregation.

However, requiring the LSE to report a quantitative summary of the effective capacity in its portfolios is a useful means to track the LSE's progress in contributing to reliability, in advance of a more conclusive assessment by CPUC staff after aggregating all LSEs' portfolios. To that end, the LSE shall include its "System Reliability Progress Tracking Table" from the LSE's Resource Data Template dashboard here, except for the row containing peak demand, as that data is based on confidential 2021 resource adequacy peak demand allocations (more detail below). This row can be omitted from this (public) Narrative Template, but must be included in the (confidential) Resource Data Template.

The amount of effective capacity in the System Reliability Progress Tracking Table will be auto-calculated based on the portfolio the LSE enters into the Resource Data Template. Following the instructions in the Resource Data Template, the LSE shall enter its confidential 2021 resource adequacy peak demand allocation for September in MW. The Resource Data Template will automatically calculate the LSE's share of peak in MW for all years by prorating the forecasted CAISO managed coincident peak demand (net of non-CPUC jurisdictional demand) using the ratio of the LSE's 2021 resource adequacy peak demand allocation to the 2021 CAISO managed coincident peak demand (net of non-CPUC jurisdictional demand). Because the resource adequacy peak demand allocations are confidential, the LSE need only include that information in its confidential version of the Resource Data Template. The row containing peak demand may be redacted from the System Reliability Progress Tracking Table inserted in this section of the Narrative Template, as described earlier. An example table is provided below; note that the confidential load-related rows are excised, and the table only displays procurement. Please provide one table per Preferred Conforming Portfolio.

In this section, the LSE shall also provide an explanation of any capacity shortages relative to its share of CAISO managed coincident peak demand. The LSE shall explain how it plans to address shortages in the Action Plan section of this document, below.

g. Hydro Generation Risk Management

Provide a narrative analysis and discussion of the risk that in-state drought poses to the LSE's Preferred Conforming Portfolios, including the controls and strategies the LSE has in place to manage such risk. Using quantitative analysis, identify whether and how the LSE's Preferred Conforming Portfolios differ from the Reference System Portfolio in terms of the amount of hydro generation proposed, and the level of risk thus incurred. Describe the degree to which the LSE's expected costs, GHG emissions, and reliability are dependent on in-state hydro availability, and the controls such as hedging strategies or contingency plans.

h. Long-Duration Storage Development

Use this section to discuss the activities the LSE is pursuing or intends to pursue to support the development of pumped storage, or other long-duration storage with similar attributes to meet medium- and long-term needs. The LSE should discuss the potential it sees and the efforts it has undertaken or will undertake.

i. Out-of-State Wind Development

Use this section to discuss the activities the LSE is pursuing or intends to pursue to support the development of out-of-state wind resources out to 2030. The LSE should discuss the potential it sees and the efforts it has undertaken or will undertake.

j. Transmission Development

Provide commentary that supports resource location information provided in the Resource Data Template. Such commentary may be important to transmission planning, given the following:

- *Busbar mapping methodology³ criteria include consideration of commercial interest. This interest can be inferred from LSEs' plans, as well as interconnection queues. LSEs can identify which resources in their plans have been contracted since the IRP baseline was formed, and should therefore be included in the baseline for modeling in the transmission planning process. Further, LSEs can identify which resources, whilst not yet contracted, have specific locations intended. The details of these resources should be included in the Resource Data*

³ Available for "Modeling Assumptions for the 2020-2021 Transmission Planning Process" at: <https://www.cpuc.ca.gov/General.aspx?id=6442464144>

Template, specifically by identifying the interconnection queue position. This section of the Narrative Template should summarize the data, and in the case of resources which do not yet have an interconnection queue position, provide as specific location as appropriate for the LSE's stage of planning.

- *Transmission upgrades may be cost-effective ways for LSEs to access new resources. The principles for aggregating LSEs' plans⁴ include generally avoiding exceeding transmission capability limits⁵ where possible, unless LSEs demonstrate that they are actively planning for upgrades and can justify the costs, timeline, and risks.*

IV. Action Plan

Use this section to demonstrate to the Commission and to stakeholders how feasible the LSE's planning strategy is, what barriers it envisions to implementing its plan, and what actions the Commission should consider in order to facilitate plan implementation.

a. Proposed Activities

Describe all the activities the LSE proposes to undertake across resource types in order to implement its Preferred Conforming Portfolios, including any proposed procurement-related activities as required by Commission decision. Describe how each planned resource identified in the Study Results section corresponds to proposed activities. For each new resource identified, provide a narrative description of procurement plans, potential barriers, and resource viability, consistent with what is reported in the Resource Data Template.

Additionally, use this section to describe planned activities to conduct outreach and seek input from any disadvantaged communities that could be impacted by procurement resulting from the implementation of the LSE's Plan. Please also include LSE's activities to minimize criteria air pollutants with priority on disadvantaged communities and LSE's activities targeted at identifying feasible procurement opportunities to reduce reliance on fossil-fueled power plants, particularly those located within disadvantaged communities.

b. Procurement Activities

Identify when and how the LSE proposes to undertake resource procurement that it has identified in its Preferred Conforming Portfolios. Describe the type of solicitation(s), when the solicitation(s) is

⁴ Available In section 8 of the November 2019 "Ruling Seeking Comment on Proposed Reference System Portfolio and Related Policy Actions" at: https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/UtilitiesIndustries/Energy/EnergyPrograms/ElectPowerProcurementGeneration/irp/2018/2019_RSP_Ruling.pdf

⁵ Available in the "2019-20 Inputs and Assumptions" at: <ftp://ftp.cpuc.ca.gov/energy/modeling/Inputs%20%20Assumptions%202019-2020%20CPUC%20IRP%202020-02-27.pdf>

expected to take place, the desired online dates of projects requested, and other relevant procurement planning information.

c. Potential Barriers

Identify key market, regulatory, financial, or other resource viability barriers or risks associated with the resources coming online as identified in the LSE's Preferred Conforming Portfolios. Include an analysis of key risks associated with potential retirement of existing resources on which the LSE intends to rely in the future.

d. Commission Direction or Actions

If applicable, describe any direction that the LSE seeks from the Commission, including consideration in the IRP Procurement Track, new spending authorizations, changes to existing authorizations, or changes to existing programmatic goals or budgets. Draw clear connections between any requested direction and the study results, proposed activities, and barrier analysis presented above.

e. Diablo Canyon Power Plant Replacement

All LSEs should describe how their plans assist in replacing the flexible baseload and/or firm low-emissions energy characteristic of Diablo Canyon when it retires in 2024 and 2025. Because the Diablo Canyon power plant (DCPP) is a system resource adequacy resource within the balancing area of the CAISO, all LSEs are required to provide narrative description explaining which specific resources are planned to be procured to serve their load in the absence of DCPP. Consistent with decision D.19-04-040, those LSEs will have to demonstrate that new resources are suitable substitutes and are able to maintain system reliability without increasing GHG emissions (i.e., renewable energy credits alone do not satisfy this requirement, nor do natural gas resources).

V. Lessons Learned

Document any suggested changes to the IRP process for consideration by the Commission. Explain how the change would facilitate the ability of the Commission and LSEs to achieve state policy goals.

Glossary of Terms

Alternative Portfolio: LSEs are permitted to submit “Alternative Portfolios” developed from scenarios using different assumptions from those used in the Reference System Plan. Any deviations from the “Conforming Portfolio” must be explained and justified.

Approve (Plan): the CPUC’s obligation to approve an LSE’s integrated resource plan derives from Public Utilities Code Section 454.52(b)(2) and the procurement planning process described in Public Utilities Code Section 454.5, in addition to the CPUC obligation to ensure safe and reliable service at just and reasonable rates under Public Utilities Code Section 451.

Balancing Authority Area (CAISO): the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Baseline resources: Those resources assumed to be fixed as a capacity expansion model input, as opposed to Candidate resources, which are selected by the model and are incremental to the Baseline. Baseline resources are existing (already online) or owned or contracted to come online within the planning horizon. Existing resources with announced retirements are excluded from the Baseline for the applicable years. Being “contracted” refers to a resource holding signed contract/s with an LSE/s for much of its energy and capacity, as applicable, for a significant portion of its useful life. The contracts refer to those approved by the CPUC and/or the LSE’s governing board, as applicable. These criteria indicate the resource is relatively certain to come online. Baseline resources that are not online at the time of modeling may have a failure rate applied to their nameplate capacity to allow for the risk of them failing to come online.

Candidate resource: those resources, such as renewables, energy storage, natural gas generation, and demand response, available for selection in IRP capacity expansion modeling, incremental to the Baseline resources.

Capacity Expansion Model: a capacity expansion model is a computer model that simulates generation and transmission investment to meet forecast electric load over many years, usually with the objective of minimizing the total cost of owning and operating the electrical system. Capacity expansion models can also be configured to only allow solutions that meet specific requirements, such as providing a minimum amount of capacity to ensure the reliability of the system or maintaining greenhouse gas emissions below an established level.

Certify (a Community Choice Aggregator Plan): Public Utilities Code 454.52(b)(3) requires the CPUC to certify the integrated resource plans of CCAs. “Certify” requires a formal act of the Commission to determine that the CCA’s Plan complies with the requirements of the statute and the process established via Public Utilities Code 454.51(a). In addition, the Commission must review the CCA Plans to determine any potential impacts on public utility bundled customers under Public Utilities Code Sections 451 and 454, among others.

Clean System Power (CSP, formerly “Clean Net Short”) methodology: the methodology used to estimate GHG emissions associated with an LSE’s Portfolio based on how the LSE will expect to rely on system power on an hourly basis.

Community Choice Aggregator: a governmental entity formed by a city or county to procure electricity for its residents, businesses, and municipal facilities.

Conforming Portfolio: the LSE portfolio that conforms to IRP Planning Standards, the 2030 LSE-specific GHG Emissions Benchmark, use of the LSE's assigned load forecast, use of inputs and assumptions matching those used in developing the Reference System Portfolio, as well as other IRP requirements including the filing of a complete Narrative Template, a Resource Data Template and Clean System Power Calculator.

Effective Load Carrying Capacity: a percentage that expresses how well a resource is able avoid loss-of-load events (considering availability and use limitations). The percentage is relative to a reference resource, for example a resource that is always available with no use limitations. It is calculated via probabilistic reliability modeling, and yields a single percentage value for a given resource or grouping of resources.

Electric Service Provider: an entity that offers electric service to a retail or end-use customer, but which does not fall within the definition of an electrical corporation under Public Utilities Code Section 218.

Filing Entity: an entity required by statute to file an integrated resource plan with CPUC.

Future: a set of assumptions about future conditions, such as load or gas prices.

GHG Benchmark (or LSE-specific 2030 GHG Benchmark): the mass-based GHG emission planning targets calculated by staff for each LSE based on the methodology established by the California Air Resources Board and required for use in LSE Portfolio development in IRP.

GHG Planning Price: the systemwide marginal GHG abatement cost associated with achieving a specific electric sector 2030 GHG planning target.

Integrated Resources Planning Standards (Planning Standards): the set of CPUC IRP rules, guidelines, formulas and metrics that LSEs must include in their LSE Plans.

Integrated Resource Planning (IRP) process: integrated resource planning process; the repeating cycle through which integrated resource plans are prepared, submitted, and reviewed by the CPUC

Long term: more than 5 years unless otherwise specified.

Load Serving Entity: an electrical corporation, electric service provider, community choice aggregator, or electric cooperative.

Load Serving Entity (LSE) Plan: an LSE's integrated resource plan; the full set of documents and information submitted by an LSE to the CPUC as part of the IRP process.

Load Serving Entity (LSE) Portfolio: a set of supply- and/or demand-side resources with certain attributes that together serve the LSE's assigned load over the IRP planning horizon.

Loss of Load Expectation (LOLE): a metric that quantifies the expected frequency of loss-of-load events per year. Loss-of-load is any instance where available generating capacity is insufficient to serve electric demand. If one or more instances of loss-of-load occurring within the same day regardless of duration are counted as one loss-of-load event, then the LOLE metric can be compared to a reference point such as the industry probabilistic reliability standard of "one expected day in 10 years," i.e. an LOLE of 0.1.

Net Qualifying Capacity: *Qualifying Capacity reduced, as applicable, based on: (1) testing and verification; (2) application of performance criteria; and (3) deliverability restrictions. The Net Qualifying Capacity determination shall be made by the California ISO pursuant to the provisions of this California ISO Tariff and the applicable Business Practice Manual.*

Non-modeled costs: *embedded fixed costs in today's energy system (e.g., existing distribution revenue requirement, existing transmission revenue requirement, and energy efficiency program cost).*

Nonstandard LSE Plan: *type of integrated resource plan that an LSE may be eligible to file if it serves load outside the CAISO balancing authority area.*

Optimization: *an exercise undertaken in the CPUC's Integrated Resource Planning (IRP) process using a capacity expansion model to identify a least-cost portfolio of electricity resources for meeting specific policy constraints, such as GHG reduction or RPS targets, while maintaining reliability given a set of assumptions about the future. Optimization in IRP considers resources assumed to be online over the planning horizon (baseline resources), some of which the model may choose not to retain, and additional resources (candidate resources) that the model is able to select to meet future grid needs.*

Planned resource: *any resource included in an LSE portfolio, whether already online or not, that is yet to be procured. Relating this to capacity expansion modeling terms, planned resources can be baseline resources (needing contract renewal, or currently owned/contracted by another LSE), candidate resources, or possibly resources that were not considered by the modeling, e.g., due to the passage of time between the modeling taking place and LSEs developing their plans. Planned resources can be specific (e.g., with a CAISO ID) or generic, with only the type, size and some geographic information identified.*

Qualifying capacity: *the maximum amount of Resource Adequacy Benefits a generating facility could provide before an assessment of its net qualifying capacity.*

Preferred Conforming Portfolio: *the conforming portfolio preferred by an LSE as the most suitable to its own needs; submitted to CPUC for review as one element of the LSE's overall IRP plan.*

Preferred System Plan: *the Commission's integrated resource plan composed of both the aggregation of LSE portfolios (i.e., Preferred System Portfolio) and the set of actions necessary to implement that portfolio (i.e., Preferred System Action Plan).*

Preferred System Portfolio: *the combined portfolios of individual LSEs within the CAISO, aggregated, reviewed and possibly modified by Commission staff as a proposal to the Commission, and adopted by the Commission as most responsive to statutory requirements per Pub. Util. Code 454.51; part of the Preferred System Plan.*

Reference System Plan: *the Commission's integrated resource plan that includes an optimal portfolio (Reference System Portfolio) of resources for serving load in the CAISO balancing authority area and meeting multiple state goals, including meeting GHG reduction and reliability targets at least cost.*

Reference System Portfolio: *the multi-LSE portfolio identified by staff for Commission review and adopted/modified by the Commission as most responsive to statutory requirements per Pub. Util. Code 454.51; part of the Reference System Plan.*

Short term: *1 to 3 years (unless otherwise specified).*

Staff: CPUC Energy Division staff (unless otherwise specified).

Standard LSE Plan: type of integrated resource plan that an LSE is required to file if it serves load within the CAISO balancing authority area (unless the LSE demonstrates exemption from the IRP process).