



City of Campbell

City of Cupertino

City of Gilroy

City of Los Altos

Town of Los Altos Hills

Town of Los Gatos

City of Monte Sereno

City of Morgan Hill

City of Mountain View

County of Santa Clara

City of Saratoga

City of Sunnyvale

svcleanenergy.org

**Silicon Valley Clean Energy Authority
Board of Directors Meeting**

Wednesday, April 13, 2016

5:00 pm

Santa Clara County Board Room
70 West Hedding Street, 1st Floor
San Jose, CA

AGENDA

Call to Order

Roll Call

Consent Calendar

No Items

Regular Calendar

- 1) Swearing in of new Board members
- 2) Approve Interim Board Chair (Action)
- 3) Adopt Conflict of Interest Code (Action)
- 4) Approve ongoing meeting date and time (Action)
- 5) Receive presentation on operations and program development
- 6) Approve initial budget (Action)
- 7) Approve administrative and fiscal services agreement with the City of Sunnyvale (Action)
- 8) Receive an introduction regarding election of officers and appoint the Treasurer-Auditor (Action)
- 9) Approve administrative services agreement with the City of Cupertino for community engagement and human resources support (Action)

City of Campbell

10) Appoint a Board Ad Hoc Committee to recommend selection of an interim Chief Executive Officer and negotiate a draft agreement for Board approval (Action)

City of Cupertino

City of Gilroy

11) Approve professional services agreement with Richards Watson and Gershon for legal services (Action)

City of Los Altos

12) Approve professional services agreement with Pacific Energy Advisors for technical services (Action)

Town of Los Altos Hills

13) Approve professional services agreement with MIG for outreach and community engagement services (Action)

Town of Los Gatos

14) Approve professional services agreement with Joint Venture Silicon Valley for business and stakeholder engagement services (Action)

City of Monte Sereno

City of Morgan Hill

Board Member Announcements

City of Mountain View

Public Comment on Matters Not Listed on the Agenda

County of Santa Clara

Adjourn

City of Saratoga

City of Sunnyvale



Staff Report – Item 2

To: Silicon Valley Clean Energy Authority Board of Directors

From: Melody Tovar

Item 2: Approve Interim Board Chair

Date: 4/13/2016

RECOMMENDATION

Appoint an Interim Chair for the Board of Directors until the Board appoints its regular Chair, to preside over the Board of Directors meeting and to act on behalf of SVCEA as allowed by the SVCEA Joint Powers Agreement or as directed by the Board.

BACKGROUND

Section 4.11.1 of the SVCEA Joint Powers Agreement specifies that the Directors shall select, from among themselves, a Chair who shall be the presiding officer of all Board meetings. Staff proposes to bring to the Board at their May meeting a recommendation that the Board approve a Chair and Vice Chair, once the Board has been convened for its inaugural meeting in April and received an overview of what is expected to come before the Board in the coming months.

ANALYSIS & DISCUSSION

An Interim Chair is needed to preside over the April meeting and to perform the typical duties of a Board Chair until such a time as a regular Chair is selected. Particularly in the absence of appointed leadership staff, the Interim Chair is proposed to sign all agreements as directed by the Board of Directors.

Staff recommends the following process be used for the Board's appointment of an Interim Chair:

- 1) Staff will randomly draw from among the Directors present at the meeting, a nominee for the Board's consideration.
- 2) Drawn Director will consider acceptance of the nomination.
- 3) If accepted, the Board will vote on the nominated Director.



Staff Report – Item 3

To: Silicon Valley Clean Energy Authority Board of Directors

From: Greg Stepanicich, Legal Counsel

Item 3: Adopt Conflict of Interest Code

Date: 4/13/2016

RECOMMENDATION

Adopt the attached draft Resolution, thereby adopting a Conflict of Interest Code.

BACKGROUND AND DISCUSSION

Government Code Section 87300 requires that every agency adopt and promulgate a local Conflict of Interest Code that applies to officers and employees who are involved in the making of governmental decisions. An agency may choose to adopt the Model Conflict of Interest Code prepared by the Fair Political Practices Commission and codified in Section 18730 of Title 2 of the California Code of Regulations. The Conflict of Interest Code must list the positions within the agency that are considered “designated positions” and must identify the “disclosure categories” applicable for each designated position. The draft Resolution includes two appendices, which list the Authority’s designated positions and identify the applicable disclosure categories for each designated position.

Only persons holding designated positions listed in Appendix A to the Conflict of Interest Code need to file Statements of Economic Interest (“Form 700s”). At this time, the Authority’s designated officers and employees include Board members and alternates, the Executive Director, and the General Counsel. All persons holding a designated position must file an initial Form 700 no later than 30 days after the Board’s adoption of the Conflict of Interest Code.

The Secretary of the Board will coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in employee designations. If no revisions to the Code are required, the Secretary of the Board shall submit a report no later than October 1st of the same year, stating that amendments to the Code are not required.

Government Code Section 82011(b) requires the Santa Clara Board of Supervisors to be the code reviewing body for the Authority’s Conflict of Interest Code. If the Board of Directors adopts the Conflict of Interest

Code, staff will forward the resolution and the Authority's Conflict of Interest Code to Santa Clara County for review and approval. The Board of Supervisors is required to act upon the Conflict of Interest Code within 90 days after receiving the Code for review. The Board of Supervisors may approve the Code as submitted, make revisions, or return the proposed Code to the Authority's Board of Directors for review and resubmission back to the Board of Supervisors for approval.

ATTACHMENTS

- I. A Resolution of the Board of Directors of the Silicon Valley Clean Energy Authority adopting a Conflict of Interest Code

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY
CLEAN ENERGY AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE**

**THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY
AUTHORITY DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

Section 1. The Silicon Valley Clean Energy Authority (“Authority”) was formed on March 31, 2016 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in Santa Clara County.

Section 2. The Political Reform Act, Government Code Section 81000, *et seq.*, (the “Political Reform Act”) requires all agencies, including the Authority, to adopt and promulgate a local conflict of interest code.

Section 3. The Fair Political Practices Commission (the “FPPC”) has adopted a regulation that contains the terms of a Model Conflict of Interest Code (the “Model Code”), codified at 2 California Code of Regulations Section 18730. The Model Code can be incorporated by reference by the Authority as its Conflict of Interest Code.

Section 4. The Model Code, and any amendments that are duly adopted by the FPPC, are hereby incorporated by reference into the conflict of interest code of the Authority. The Model Code, and the Appendices attached to this Resolution, shall constitute the Conflict of Interest Code for the Authority.

Section 5. All officials and employees required to submit a statement of economic interests shall file their statements with the Executive Director or his or her designee. The Executive Director, or his or her designee, shall make and retain a copy of all statements filed with the Authority and forward the originals of such statements to the Executive Office of the Santa Clara County Board of Supervisors. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

Section 6. The Board of Directors of the Authority hereby directs the Secretary of the Board to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. Future revisions to the Conflict of Interest Code should reflect changes in employee or official designations. If no revisions to the Code are required, the Authority shall submit a report to the Executive Office of the Santa Clara County Board of Supervisors no later than October 1st of the same year, stating that amendments to the Authority’s Conflict of Interest Code are not required.

ADOPTED AND APPROVED this ____ day of _____, 2016.

Chair

ATTEST:

Clerk

**SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE**

APPENDIX "A"

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Member of Board of Directors	1, 2, 3, 4
Member of Board of Directors (Alternate)	1, 2, 3, 4
Executive Director	1, 2, 3, 4
General Counsel	1, 2, 3, 4

**SILICON VALLEY CLEAN ENERGY AUTHORITY
CONFLICT OF INTEREST CODE**

APPENDIX "B"

DISCLOSURE CATEGORIES

Designated positions must report financial interests in accordance with the assigned disclosure categories.

Category 1: Persons in this category shall disclose interests in real property located within the jurisdiction of the Silicon Valley Clean Energy Authority. Real property shall be deemed within the Authority's jurisdiction if the property or any part of it is located within two miles of the borders of any of the parties to the Joint Powers Agreement for the Authority, or within two miles of any land owned or used by the Authority.

Designated persons are not required to disclose property used primarily as their principal residence.

Category 2: Persons in this category shall disclose reportable income from persons or business entities that have contracted with the Authority, or that provide, plan to provide, or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.

Category 3: Persons in this category shall disclose reportable investments in business entities that contract with the Authority or that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.

Category 4: Persons in this category shall disclose reportable business positions in business entities that contract with the Authority or that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.



Staff Report – Item 4

To: Silicon Valley Clean Energy Authority Board of Directors

From: Greg Stepanicich, Legal Counsel

Item 4: Approve Ongoing Meeting Date and Time

Date: 4/13/2016

RECOMMENDATION

Adopt the attached draft Resolution, thereby establishing the ongoing date, time, and place for regular meetings of the Board of Directors.

BACKGROUND AND DISCUSSION

Pursuant to Section 4.10 of the Silicon Valley Clean Energy Authority Joint Powers Agreement, the Board of Directors of the Authority may fix, by resolution, the date upon which, and the hour and place at which, each regular meeting of the Authority Board is to be held. Staff proposes that the meetings be held at the Santa Clara County Board Room on Hedding Street in San Jose. The County staff has agreed to assist with logistics for the Authority Board’s meetings. Staff will bring forward an agreement for services and reimbursement, retroactive to April 1, 2016, to the Authority Board for approval at its May meeting.

Staff reviewed the schedule for ongoing meetings of member agencies and other multi-jurisdictional Boards on which member agencies serve. Staff proposes that the Authority Board hold its regular meetings on the second Wednesday of each month, as it is the only non-Friday, weekday, evening slot found to not have conflicts with other routine meetings. Staff recommends that the Board identify a desirable time of day for its meetings. County staff have reviewed the 2016 availability for the Board Room and provided the information below regarding earliest available start times. Staff will identify an alternate location for the July meeting.

May: 5:30 pm	June: 1:30 pm	July: Not avail.	August: 1:30 pm
September: 1:30 pm	October: 1:30 pm	November: 1:30 pm	December: 7:30 pm

ATTACHMENTS

- I. A Resolution of the Board of Directors of the Silicon Valley Clean Energy Authority Fixing the Date, Hour, and Place of Regular Meetings of the Authority Board

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY
CLEAN ENERGY AUTHORITY FIXING THE DATE, HOUR, AND PLACE OF
REGULAR MEETINGS OF THE AUTHORITY BOARD**

RECITALS

WHEREAS, the Silicon Valley Clean Energy Authority (“Authority”) was formed on March 31, 2016 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in Santa Clara County; and

WHEREAS, pursuant to Section 4.10 of the Silicon Valley Clean Energy Authority Joint Powers Agreement, the Board of Directors of the Authority may fix, by resolution, the date upon which, and the hour and place at which, each regular meeting of the Authority Board is to be held; and

WHEREAS, the Authority wishes to establish a regular meeting schedule by this resolution; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The regular meetings of the Board of Directors of Authority shall be held on the second Wednesday of each month at the hour of ____ p.m. at the Santa Clara County Board Room, located on the first floor of 70 West Hedding Street, in San Jose, California.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED this 13th day of April, 2016.

Chair

ATTEST:

Clerk



Staff Report – Item 6

To: Silicon Valley Clean Energy Authority Board of Directors

From: Melody Tovar

Item 6: Approve Initial Budget

Date: 4/13/2016

RECOMMENDATION

Approve Initial Budget for the Authority.

BACKGROUND

Pursuant to Section 6.3.1 of the Silicon Valley Clean Energy Authority Joint Powers Agreement, the Board shall approve the initial budget and may revise the budget from time to time to address contingencies and unexpected expenses.

The Agreement specifies that the Authority's regular fiscal year commences July 1 and ends June 30, and it specifies that budgets approved after the initial budget will be approved in accordance with the Board's Operating Rules and Regulations, which are scheduled to be brought forward at the Board's June meeting.

Section 6.3.2 and Exhibit E of the Agreement specify the funding of initial costs of the Authority by the member agencies through cost contributions, totaling \$2.05 M from the twelve member agencies. These contributions are required to be remitted to the Authority by April 30, 2016.

ANALYSIS & DISCUSSION

The Technical Feasibility Study prepared in advance of SVCEA concluded that approximately \$2.9 M would be needed to support the launch of a Community Choice Energy (CCE) program. This estimate is inclusive of staff hires, implementation plan development, procurement, community engagement, utility bond requirements, and the initial customer notification and enrollment process. \$2.05 M of this amount is funded by member agency contributions. The remaining costs, approximately \$900,000, will need to be financed through a bank line of credit or municipal term loan which can be acquired in conjunction with the additional financing needed as described below.

In addition to the operating costs associated with CCE program launch, the Authority will require operating capital and significant credit capacity for its initial power supply contract. The amount is currently projected to be between \$10M-\$15M and will depend on the size of initial program roll out. This credit requirement may be met through a bank or municipal term loan, with a typical repayment or refinancing period of 3-5 years. The process for identifying potential banking partners and securing working capital and the necessary credit for the first energy contract has begun under the direction of the Silicon Valley Community Choice Energy Partnership with Mountain View staff taking lead on this element. Staff plans to bring forward an update and potential action for Board consideration at its meeting in May.

The Initial Budget is shown in Attachment 1, SVCEA Initial Budget. The budget covers the period of April 1, 2016, through June 30, 2017. It includes the planned expenditure of the initial cost contributions to implement Phase 2 of CCE program implementation (Program Development) and portions of Phase 3 (Program Launch). Expenditures for the Initial Budget include the following categories:

Staffing (Contract and Direct Hire):

SVCEA will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim Chief Executive Officer (CEO) to conduct the business of SVCEA. This expenditure category includes interim staffing via agreements with individuals or local member agencies performing specified services to the Authority. Funding is included in this category for the following:

- Agreement for Administrative and Fiscal Services with the City of Sunnyvale (April Agenda Item 7)
- Agreement for Administrative Services with the City of Cupertino (April Agenda Item 9)

Future items include agreements with an Interim CEO, the County of Santa Clara, and potentially with the City of Mountain View. Funding is also included for staffing to be hired by the Authority, planned to begin in the fall of 2016.

Technical & Legal Services:

The development and launch of a CCE program requires specialized knowledge and expertise to perform the requisite analysis, plan development, regulatory submittals, and effective energy procurement. Accordingly, these functions are well suited to be served through consultant expertise. Funding is included in this expenditure category for the following:

- Agreement with Richards Watson & Gershon for legal services (April Agenda Item 11)
- Agreement with Pacific Energy Advisors for technical services (April Agenda Item 12)

Future items include agreements with legal firms that specialize in energy procurement and firms or partnerships to support engagement in regulatory and legislative activities.

Other Consultant Services:

The launch of a CCE program requires rich engagement of customers and stakeholders and other specialized services to support the operations. Funding is included in this expenditure category for the following:

- Agreement with MIG for outreach and community engagement services (April Agenda Item 13)
- Agreement with Joint Venture Silicon Valley for business and stakeholder engagement services (April Agenda Item 14)

Future items include additional outreach services to support formal customer notification and active program launch and key operational services such as customer data management.

Misc Administrative and General:

This expenditure category includes administrative costs preceding program launch, such as office space rental, travel, office supplies and related expenses.

Updated costs anticipated for launch will be included with the FY 2016-2017 budget to be presented to the Board in June 2016, which will also include debt service once financing is established, securing of required bond for CCE programs, and requisite security deposits associated with the services agreement with PG&E.

ATTACHMENTS

- I. SVCEA Initial Budget

Attachment 1

SVCEA Initial Budget

	Apr 1, 2016 - June 30, 2017	
Revenues and Other Sources		
Initial Cost Contributions	\$	2,050,000
Total Revenues	\$	2,050,000
Expenditures and Other Uses		
Staffing (Contract & Internal)	\$	990,000
Technical & Legal Services	\$	525,000
Other Consultant Services	\$	350,000
Misc Administrative and General	\$	185,000
Total Expenditures	\$	2,050,000
Balance	\$	-



Staff Report – Item 7

To: Silicon Valley Clean Energy Authority Board of Directors

From: Melody Tovar

Item 7: Approval of Agreement with City of Sunnyvale for Administrative and Fiscal Services

Date: 4/13/2016

RECOMMENDATION

Consider approval of an agreement substantially in the form shown in Attachment I with the City of Sunnyvale for administrative and fiscal services and reimbursement, in an amount not to exceed \$225,000; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim Chief Executive Officer (CEO) to conduct the business of SVCEA.

SVCEA was established as a result of the multi-jurisdictional collaboration, the Silicon Valley Community Choice Energy Partnership (“SVCCEP”), which conducted outreach and technical study to evaluate the feasibility of a multi-jurisdictional community choice aggregation program in Santa Clara County. The City of Sunnyvale was among the sponsoring agencies for SVCCEP and is a party to SVCEA. The City of Sunnyvale provided key administrative services to conduct the work of SVCCEP, including project management, procurement, fiscal administration, and interagency coordination.

The Sunnyvale City Council at its April 5, 2016, meeting approved the City Manager to negotiate and execute an agreement with SVCEA to provide transitional support to SVCEA.

ANALYSIS & DISCUSSION

Sunnyvale staff has led the initial planning for SVCEA and is well positioned to provide key support to the Board and interim Chief Executive Officer as it conducts the critical initial activities of launching a community choice energy (CCE) program and develops its organizational capacity.

Sunnyvale proposes to provide administrative and fiscal services as shown in the table below. Operational leadership will be led by a Division Manager from the Sunnyvale's Environmental Services Department with access to staffing support from partner departments. Fiscal services will be provided by Sunnyvale's Finance Department with the Acting Finance Director proposed to serve as the Treasurer and Auditor for SVCEA.

1. Operational leadership and administration including coordinating across service providers, representing the Authority as requested, guiding or participating in program planning, and reviewing and coordinating work product.	\$125,000
2. Board of Directors meeting support including agenda and meeting material development and meeting clerk services.	\$20,000
3. Fiscal administration including serving as the Treasurer and Auditor and providing accounting services including receiving deposits, disbursing funds and paying invoices, and tracking budget and expenditures. The fiscal administration services shall be provided in accordance with the Financial Provisions of Article 6 of the Silicon Valley Clean Energy Authority Joint Powers Agreement and all laws applicable to the Authority.	\$30,000
4. General administration including limited office space, IT/telecommunications support, and advice on administrative matters.	\$25,000
5. As-needed Services, as agreed upon by City and Authority Representatives	\$25,000
Total	\$225,000

Reimbursements to Sunnyvale will include staffing costs inclusive of salaries and benefits, as well as expenses approved by the CEO. The agreement will be for a term of eight months retroactive to April 1, 2016, with an option to extend the term for an additional six months. The scope of services has been developed to include flexibility so that services can adjust as SVCEA's leadership and operation evolves.

ATTACHMENTS

I. Agreement for Administrative and Fiscal Services and Reimbursement

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
THE CITY OF SUNNYVALE FOR ADMINISTRATIVE AND FISCAL SERVICES AND
REIMBURSEMENT**

This AGREEMENT, effective April 1, 2016, is by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority ("Authority"), and the CITY OF SUNNYVALE, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS:

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

B. The City of Sunnyvale has been a sponsoring partner for the Silicon Valley Community Choice Energy Partnership ("SVCCEP"), which conducted outreach and technical study to evaluate the feasibility of a multi-jurisdictional community choice aggregation program in Santa Clara County and led the collaboration to form the Authority.

C. The City of Sunnyvale provided certain administrative services to conduct the work of SVCCEP, including project management, procurement, fiscal administration, and interagency coordination.

D. The Authority seeks assistance with a variety of administrative functions as the Authority convenes, builds its operational capacity, and hires its own staff.

E. Authority and City desire to enter into an agreement for services and reimbursement upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 1, 2016, and shall terminate on November 30, 2016, unless terminated earlier as set forth herein. The Agreement may be extended for a period of six months if mutually agreed by the Parties in writing by November 15, 2016.

2. **SERVICES TO BE PERFORMED**

City shall perform the services set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

3. **REIMBURSEMENT FOR SERVICES**

City shall be reimbursed for costs described in subsections (b) and (c) below incurred by City for services performed pursuant to this Agreement, in a total amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00).

(a) City shall provide a monthly invoice to Authority providing a breakdown of the costs and

expenses incurred by City in providing services pursuant to this Agreement. For services performed by City employees, the invoice shall provide an itemized breakdown of the time spent by each employee.

(b) City shall be reimbursed for staff time costs inclusive of salaries and benefits, but not overhead charges.

(c) City shall be reimbursed for expenses as agreed upon in advance by Authority's Representative.

(d) Authority shall pay proper invoices within 30 days of receipt.

4. **STANDARD OF CARE**

City agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. **EMPLOYEES OF CITY NOT EMPLOYEES OF AUTHORITY**

Under no circumstances shall the employees of City be considered employees of Authority. City shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by City under this Agreement.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. City shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

7. **HOLD HARMLESS AND INDEMNIFICATION**

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

8. **PROHIBITION AGAINST TRANSFERS**

City shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority's Representative is obtained, City shall only use its officers and employees in the performance of this Agreement.

10. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. An Assistant City Manager shall represent City in all matters pertaining to the services to be performed under this Agreement.

11. **CONFIDENTIAL INFORMATION**

City shall maintain in confidence and not disclose to any third party any confidential information or records not subject to disclosure under the California Public Records Act that are prepared or generated by City or provided to City by Authority in the performance of this Agreement.

12. **RECORDS**

City shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to Authority for inspection and copying at any reasonable time. City shall maintain such records for a period of five (5) years following completion of work hereunder. Any reports, data, documents or other records prepared by City for Authority under this Agreement shall be considered the records of Authority and shall not be destroyed without the express written approval of Authority. All financial and accounting records shall be prepared and maintained in accordance with generally accepted accounting principles and all applicable laws.

13. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

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

TO AUTHORITY:
505 W Olive Avenue
Suite 130
Sunnyvale, CA 94086
Attention: Chief Executive Officer

TO CITY:
City of Sunnyvale
Attention: Melody Tovar
PO Box 3707
Sunnyvale, CA 94088-3707

14. **TERMINATION**

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. Authority shall pay City for services satisfactorily performed up to the effective date of termination. In the event of termination, City, within fourteen (14) days following the date of termination, shall deliver to Authority all records and work products generated by City under this Agreement.

15. **COMPLIANCE**

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

16. **CONFLICT OF LAW**

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

17. **WAIVER**

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

18. **INTEGRATED CONTRACT**

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

19. **AUTHORITY TO EXECUTE**

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

20. **INSERTED PROVISIONS**

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

21. **CAPTIONS AND TERMS**

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

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

CITY OF SUNNYVALE
A Municipal Corporation

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Title _____
Date _____

By _____
Title _____
Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name:
Title:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

For the period from April 1, 2016, through November 30, 2016, the City of Sunnyvale shall provide the following services to the Silicon Valley Clean Energy Authority:

1. Operational leadership and administration including coordinating across service providers, representing the Authority as requested, guiding or participating in program planning, and reviewing and coordinating work product.	\$125,000
2. Board of Directors meeting support including agenda and meeting material development and meeting clerk services.	\$20,000
3. Fiscal administration including serving as the Treasurer and Auditor and providing accounting services including receiving deposits, disbursing funds and paying invoices, and tracking budget and expenditures. The fiscal administration services shall be provided in accordance with the Financial Provisions of Article 6 of the Silicon Valley Clean Energy Authority Joint Powers Agreement and all laws applicable to the Authority.	\$30,000
4. General administration including limited office space, IT/telecommunications support, and advice on administrative matters.	\$25,000
5. As-needed Services, as agreed upon by City and Authority Representatives	\$25,000
Total	\$225,000

Budgeted amounts described in the categories above are estimates and may be shifted across categories or tasks provided that the total cost does not exceed the total amount set forth in Section 3 of this Agreement.



Staff Report – Item 8

To: Silicon Valley Clean Energy Authority Board of Directors

From: Greg Stepanicich, Legal Counsel

Item 8: Receive an Introduction Regarding Election of Officers and Appoint the Treasurer-Auditor

Date: 4/13/2016

RECOMMENDATION

Appoint Tim Kirby, City of Sunnyvale, as the Treasurer-Auditor for SVCEA.

BACKGROUND AND DISCUSSION

Pursuant to Section 4.11 of the Silicon Valley Clean Energy Authority Joint Powers Agreement, the Board of Directors of the Authority shall appoint the following Board Officers:

Chair and Vice Chair: The Chair and Vice Chair shall be selected from among the Board members. The Chair is the presiding officer over all Board meetings, and the Vice Chair serves in the absence of the Chair. The term of office for these positions is one year with no limit on the number of terms that can be served.

Staff proposes to bring to the Board at their May meeting a recommendation that the Board select a Chair and Vice Chair, once the Board has been convened for its inaugural meeting in April and received an overview of what is expected to come before the Board in the coming months. With Item 2 of the April Board meeting agenda, the Board will have appointed an Interim Chair for the Board of Directors until the Board appoints its regular Chair, to preside over the Board of Directors meeting and to act on behalf of SVCEA as allowed by the SVCEA Joint Powers Agreement or as directed by the Board.

Secretary: The Secretary is responsible for keeping the minutes of all Board meetings (that is, ensuring the minute meetings are completed and retained) and keeping other official records of the Authority. The Secretary does not have to be a member of the Board.

Staff proposes to bring to the Board at their June meeting a recommendation that the Board select a Secretary. This will allow for the interim CEO to direct the recommendation. Sunnyvale staff is proposed to fulfill the functions of this role until the Board selects a Secretary.

Treasurer and Auditor: The Board shall appoint a qualified person to act as Treasurer and a qualified person to act as Auditor. The same person can serve as both Treasurer and Auditor and does not have to be a member of the Board. The Treasurer acts as the depository of the Authority's funds and has custody of all the money of the Authority. The Treasurer reports directly to the Board and must comply with the requirements of treasurers of general law cities. Section 6 of the Joint Powers Agreement further specifies the duties and obligations of the Treasurer.

Staff proposes that the Board appoint Tim Kirby, Acting Finance Director for the City of Sunnyvale, as the Treasurer and Auditor for the Authority. Mr. Kirby has a Bachelor of Science in Environmental Studies from San Jose State University. Mr. Kirby has been with the City of Sunnyvale for 20 years, with 16 years in the Department of Finance in varying capacities, including overseeing the City's budget, accounting, and auditing functions. In his current capacity, Mr. Kirby serves as Treasurer for the City of Sunnyvale. Sunnyvale's service in this role to the Authority is included in the Agreement for Administrative and Fiscal Services and Reimbursement between the Authority and the City of Sunnyvale, scheduled as Item 7 on the Board's April meeting agenda.



Staff Report – Item 9

To: Silicon Valley Clean Energy Authority Board of Directors

From: Erin Cooke

Item 9: Approve Administrative Services Agreement with the City of Cupertino for Community Engagement and Human Resources Support

Date: 4/13/2016

RECOMMENDATION

Approve agreement substantially in the form shown in Attachment I with the City of Cupertino for community outreach and human resource services and reimbursement, in an amount not to exceed \$155,000; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim contract Chief Executive Officer (CEO) to conduct the business of SVCEA.

SVCEA was established as a result of the multi-jurisdictional collaboration, the Silicon Valley Community Choice Energy Partnership (“SVCCEP”), which conducted outreach and technical study to evaluate the feasibility of a multi-jurisdictional community choice aggregation program in Santa Clara County. The City of Cupertino was among the sponsoring agencies for SVCCEP and is a party to SVCEA. The City of Cupertino provided key human resources and community outreach services to support the work of SVCCEP, including executive recruitment, outreach project and consultant management, brand and materials development, and meeting coordination and facilitation.

Cupertino’s City Manager is authorized to negotiate and execute an agreement with SVCEA to provide transitional outreach and human resource support to SVCEA.

ANALYSIS & DISCUSSION

Cupertino staff led the initial outreach planning and regional engagement activities for SVCEA and is well positioned to provide key support to the Board and interim Chief Executive Officer (CEO) as it conducts the initial activities of launching a community choice energy (CCE) program and develops its organizational capacity. Cupertino proposes to provide community outreach services as shown in the table below. Outreach services leadership will be led by Cupertino’s Sustainability Manager with access to staffing support from partner departments and with added capacity from the Climate Corps Bay Area Fellowship Program. These activities are critical to broaden public awareness of SVCEA prior to SVCEA rate-setting and opt-out noticing scheduled for early 2017.

Further, Cupertino also supported SVCEA with its interim contract CEO recruitment and so this scope anticipates expanded human resource functional support from Cupertino (i.e., Human Resource Analyst) to offer guidance to SVCEA on related HR policies, future recruitments, solicitations for related consultant services, and other tasks as defined and needed for the building of SVCEA’s team.

1. Outreach project management including consultant contracting and invoicing, deliverable review and feedback coordination, materials and data repository management; Board support, reporting, and briefings as needed to inform decision-making.	\$20,000
2. Messaging/collateral and brand development including design and deployment of SVCE logo and identity suite, social and print media asset development and distribution, website management, and media engagement via Public Information Officer services.	\$50,000
3. Direct community engagement with residents and businesses including in-person one-on-one or group meetings, web-based trainings, surveys, focus groups, event tabling and requested presentations.	\$65,000
4. Provide guidance to SVCEA on human resource policies, benefits, classifications, recruitments, and other relevant HR functions and tasks as directed by SVCEA.	\$20,000
Total	\$155,000

Reimbursements to Cupertino will include staffing costs inclusive of salaries and benefits, as well as expenses approved by the CEO. The agreement will be for a term of eight months retroactive to April 1, 2016, with an option to extend the term for an additional six months. The scope of services has been developed to include flexibility so that services can adjust as SVCEA’s leadership and operation evolves.

ATTACHMENTS

- I. Agreement for Administrative Services and Reimbursement

AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND THE CITY OF CUPERTINO FOR ADMINISTRATIVE SERVICES AND REIMBURSEMENT

This AGREEMENT, effective April 1, 2016, is by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority ("Authority"), and CITY OF CUPERTINO, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS:

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

B. The City of Cupertino has been a sponsoring partner for the Silicon Valley Community Choice Energy Partnership ("SVCCEP"), which conducted outreach and technical study to evaluate the feasibility of a multi-jurisdictional community choice aggregation program in Santa Clara County and led the collaboration to form the Authority.

C. The City of Cupertino provided certain administrative services to conduct the work of SVCCEP, including executive recruitment, outreach project management, consultant management, brand and materials development, and stakeholder meeting coordination and facilitation.

D. The Authority seeks assistance with a variety of administrative functions as the Authority convenes, builds its operational capacity, and hires its own staff.

E. Authority and City desire to enter into an agreement for services and reimbursement upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 1, 2016, and shall terminate on November 30, 2016, unless terminated earlier as set forth herein. The Agreement may be extended for a period of six months if mutually agreed by the Parties in writing by November 15, 2016.

2. **SERVICES TO BE PERFORMED**

City shall perform the services set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

3. **REIMBURSEMENT FOR SERVICES**

City shall be reimbursed for costs described in subsections (b) and (c) below incurred by City for services performed pursuant to this Agreement, in a total amount not to exceed one hundred fifty-five thousand dollars (\$155,000.00).

(a) City shall provide a monthly invoice to Authority providing a breakdown of the costs and expenses incurred by City in providing services pursuant to this Agreement. For services performed by

City employees, the invoice shall provide an itemized breakdown of the time spent by each employee.

(b) City shall be reimbursed for staff time costs inclusive of salaries and benefits, but not overhead charges.

(c) City shall be reimbursed for expenses as agreed upon in advance by Authority's Representative.

(d) Authority shall pay proper invoices within 30 days of receipt.

4. **STANDARD OF CARE**

City agrees to perform all services required by this Agreement in a manner commensurate with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.

5. **EMPLOYEES OF CITY NOT EMPLOYEES OF AUTHORITY**

Under no circumstances shall the employees of City be considered employees of Authority. City shall be solely responsible and liable for paying all compensation and benefits owed to its employees for the services provided by City under this Agreement.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. City shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

7. **HOLD HARMLESS AND INDEMNIFICATION**

Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claim, loss or liability arising out of the performance of this Agreement by such Party. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of the law, including the provisions of the California Tort Claims Act (Government Code Section 801 et seq.). This mutual indemnification agreement is adopted pursuant to Government Code Section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6. This provision shall survive expiration or termination of this Agreement.

8. **PROHIBITION AGAINST TRANSFERS**

City shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority's Representative is obtained, City shall only use its officers and employees in the performance of this Agreement.

10. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. The City Manager or Assistant City Manager shall represent City in all matters pertaining to the services to be performed under this Agreement.

11. **CONFIDENTIAL INFORMATION**

City shall maintain in confidence and not disclose to any third party any confidential information or records not subject to disclosure under the California Public Records Act that are prepared or generated by City or provided to City by Authority in the performance of this Agreement.

12. **RECORDS**

City shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to Authority for inspection and copying at any reasonable time. City shall maintain such records for a period of five (5) years following completion of work hereunder. Any reports, data, documents or other records prepared by City for Authority under this Agreement shall be considered the records of Authority and shall not be destroyed without the express written approval of Authority. All financial and accounting records shall be prepared and maintained in accordance with generally accepted accounting principles and all applicable laws.

13. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided. Each party may change the address by written notice in accordance with this provision.

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

TO AUTHORITY:
505 W Olive Avenue
Suite 130
Sunnyvale, CA 94086
Attention: Chief Executive Officer

TO CITY:
City of Cupertino
Attention: Erin Cooke
10300 Torre Avenue
Cupertino, CA 95014

14. **TERMINATION**

Either Party may terminate this agreement by providing no less than sixty (60) days' written notice to the other party. Authority shall pay City for services satisfactorily performed up to the effective date of termination. In the event of termination, City, within fourteen (14) days following the date of termination, shall deliver to Authority all records and work products generated by City under this Agreement.

15. **COMPLIANCE**

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

16. **CONFLICT OF LAW**

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

17. **WAIVER**

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

18. **INTEGRATED CONTRACT**

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

19. **AUTHORITY TO EXECUTE**

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

20. **INSERTED PROVISIONS**

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

21. **CAPTIONS AND TERMS**

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

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

CITY OF CUPERTINO
A Municipal Corporation

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By _____
Title _____
Date _____

By _____
Title _____
Date _____

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL

Name:
Title:

Melody Tovar, Operations Manager

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

For the period from April 1, 2016, through November 30, 2016, the City of Cupertino shall provide the following services to the Silicon Valley Clean Energy Authority:

1. Outreach project management including consultant contracting and invoicing, deliverable review and feedback coordination, materials and data repository management; Board support, reporting, and briefings as needed to inform decision-making.	\$20,000
2. Messaging/collateral and brand development including design and deployment of SVCE logo and identity suite, social and print media asset development and distribution, website management, and media engagement via Public Information Officer services.	\$50,000
3. Direct community engagement with residents and businesses including in-person one-on-one or group meetings, web-based trainings, surveys, focus groups, event tabling and requested presentations.	\$65,000
4. Provide guidance on human resource policies, benefits, classifications, recruitment, and other relevant HR functions and tasks as agreed upon by City and Authority Representatives.	\$20,000
Total	\$155,000

Budgeted amounts described in the categories above are estimates and may be shifted across categories or tasks provided that the total cost does not exceed the total amount set forth in Section 3 of this Agreement.



Staff Report – Item 10

To: Silicon Valley Clean Energy Authority Board of Directors

From: Erin Cooke & Gregory W. Stepanicich

Item 10: Appoint a Board Ad Hoc Committee to Recommend Selection of an Interim Chief Executive Officer and Negotiate a Draft Agreement for Board Approval

Date: 4/13/2016

RECOMMENDATION

Appoint a Board of Directors Ad Hoc Committee to conduct Interim CEO interviews and recommend the selection of and a services contract with an Interim Chief Executive Officer for approval at the May Board of Directors Meeting.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of a contract Interim Chief Executive Officer (CEO) to conduct the business of SVCEA. SVCEA's six-month contract Interim CEO will serve the Authority's Board of Directors by directing the Authority's operations, resource procurement and planning, organizational development, finance, regulatory affairs, external communications and strategic planning.

To ensure that SVCEA is well-positioned to advance its ambitious timeline and achieve the key milestones required to enable a spring 2017 launch, the Silicon Valley Community Choice Energy Partnership staff conducted a streamlined search seeking a qualified six-month contract Chief Executive Officer (CEO) to lead the Authority upon its formation. This approach is modeled upon the recruitments of operational CCEs, which also appointed or contracted for interim leadership roles. Onboarding a seasoned executive in this early stage will allow the Board to retain current momentum and meet program launch objectives.

A brief timeline of the recruitment process is shared below:

Date	Milestone
February 10	Request for Qualifications Announced and Distributed
March 7	Deadline to Respond
March 29	First Interview Panel

To expand the qualified applicant pool, the Partnership sought direct referrals from industry professionals and colleagues, connected with relevant industry groups and universities, and publicized the recruitment on LinkedIn and the following websites: SV Clean Energy, Power Association of Northern California, UC Berkeley School of Public Policy, Stanford Graduate School of Business, California Municipal Utilities Association, Energy Central Jobs, Idealist, Local Government Commission, and others. In total, twelve applicants responded to the recruitment. Submitted applications were reviewed by the Partnership team who recommended candidates for advancement to the next-phase interview. Of those evaluated, six candidates were invited to participate in a first-round interview with executive leaders and experts from the City of Cupertino, Santa Clara County, LEAN Energy, and Sonoma County Water Agency.

The interview panel recommended three candidates to advance to a final-round interview with an appointed Board of Directors Ad Hoc Committee. This interview is scheduled to be hosted on Tuesday, April 26, 2016, from 1 pm – 5 pm, allowing each candidate to participate in a 45-minute interview, with remaining time for evaluation and debriefing. The proposed approach is to finalize a contract with the Interim CEO to serve in this non-benefited, six-month startup function for Board authorization and approval at its next meeting, scheduled for May 11, 2016. Contract compensation will be based upon qualifications and experience. The successful applicant will be eligible to compete for SVCEA's full-time benefited role, if selected through a competitive hiring process, anticipated to begin this fall, or as directed by the Board.

ANALYSIS & DISCUSSION

The decision whether to hire a contract Interim CEO and the process used for filling this position is within the discretion of the Board. It is important for the Authority to have an executive officer in place as soon as feasible to direct the day-to-day administration of the Authority, particularly in light of the desire to launch the CCE program in spring 2017. If the Board agrees with the hiring approach described above, then an Ad Hoc Committee should be selected consisting of three to four Board members. As an ad hoc Board member committee made up of less than a quorum of the Board, the meetings of this committee are not open to the public.

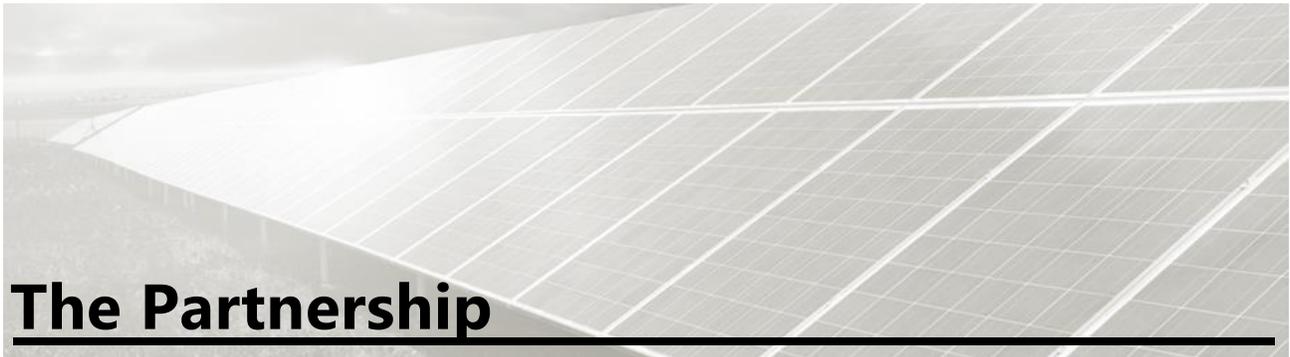
ATTACHMENTS

I. Interim Contract CEO Request for Qualifications



Opportunity Overview

The [Silicon Valley Community Choice Energy Partnership](#) (SVCCEP) is conducting a streamlined search for a qualified six-month contract Chief Executive Officer (CEO) to help launch the region's newest Joint Powers Authority. This is an exciting opportunity to provide leadership and direction to the formational Silicon Valley Clean Energy Authority (SVCEA), scheduled to provide cleaner, greener energy at competitive rates to participating customers by the winter of 2016/17. To meet these objectives, the SVCEA's contract Interim CEO will direct the Authority's operations, resource procurement and planning, organizational development, finance, regulatory affairs, external communications and strategic planning. Ideal candidates will thrive in a fast-paced, progressive, start-up organization that serves a Board of Directors representing communities across Santa Clara County.



The Partnership

The Silicon Valley Community Choice Energy Partnership is sponsored by the Cities of Sunnyvale, Cupertino and Mountain View, and the County of Santa Clara (unincorporated County areas). Eight other communities in Santa Clara County participated in the Partnership's Technical Study, completed in November 2015. This Study evaluated the potential benefits and liabilities associated with forming a CCE program in Silicon Valley to provide electric generation service to residential and business customers located within these twelve communities.

Encouraged by the positive findings from the Study, decision-making is currently underway across twelve agencies' elected bodies to determine whether to join the Authority. Eight agencies have already voted in favor of forming the new nonprofit public agency, which anticipates hosting its first Board of Directors meeting this April.



The Contracted Role

This contract interim position will head the regional Silicon Valley Clean Energy Authority (SVCEA), serve as its sole staff member and report to its Board of Directors with support from consultants and public agency staff. As such, the Interim CEO has the responsibility for administering multiple programs and functions as directed by the Board. To be successful in this position, extensive initiative, independent judgment, and creativity are required in formulating plans and programs, directing effective and efficient operations, resolving difficult and complex problems, and modifying plans to meet unexpected situations. The successful contractor will have a demonstrated ability and/or aptitude for coordinating all aspects of launching and operating the SVCEA Community Choice Energy program and building it into an innovative enterprise that benefits Silicon Valley residents and businesses by providing electric service at stable rates, while expanding renewable energy and energy efficiency programs. SVCEA's Interim CEO will direct all activities of the SVCEA, including operations, resource procurement and planning, organizational development, finance, regulatory affairs, external communications and strategic planning.

The Interim CEO shall develop a flexible enterprise that will evolve with and help shape the industry, requiring a depth of knowledge of the state's energy retail and wholesale energy markets. To this end, the Interim CEO will build and manage a multidisciplinary team of staff and/or contractors with expertise in the engineering and operational aspects of power systems, the economics of retail and wholesale electricity markets, renewable power development, emerging technological advances in the industry, and state and federal regulatory frameworks and procedures. Further, this consultant will pursue strategic energy procurement planning that anticipates, to the highest degree possible, trends and changes in the marketplace, the impact of outside factors such as regulatory and legislative action, and how to design a compliant, high-performing, cost-effective near- and mid-term energy procurement plan.

The Interim CEO must foster and maintain strong relationships with the SVCEA Board of Directors, City and State governments, other municipalities and county governments, customers, employees, contractors, the California Public Utilities Commission (CPUC), and other key stakeholders, and shall have demonstrated skill in negotiation and consensus building. In addition, the Interim CEO must effectively manage recruitment, retention, training, and development of staff, if hiring is prioritized by the Board during his/her tenure, as well as contractual arrangements with consultants and contractors.



Typical Duties

Duties may include, but are not limited to, the following:

- Designs and directs the inaugural operations of the SVCEA including, but not limited to:
 - Regulatory Requirements: Serves as the representative and advocate for SVCEA in key relevant CPUC proceedings. Completes or oversees consultant completion of required regulatory reports and filings, including:
 - Implementation Plan and Statement of Intent for submission to the CPUC
 - Registration packet with PGE Executed Service Agreement, Bond/Insurance to the CPUC
 - Procurement: Negotiates Power Purchase Agreements; executes power supply contracts; develops inaugural load forecasts to submit to the California Energy Commission
 - Financing: Secures start-up funding and working capital lender commitments.
 - Organization: Manages recruitment and hiring and/or contracts with other service providers to compete the duties required to advance to service commencement.
 - Outreach: Leads SVCEA branding and communications efforts, including customer pre-enrollment noticing.
 - Rate-setting & Program Design: Establish initial customer generation rates and comparison with the current utility; Evaluate and propose customer-focused renewable energy and energy efficiency programs for Board consideration.
- Applies, and where needed develops, administrative policy and procedures that guide hiring, staffing and contracting procedures. Uses this guidance to:
 - Plan, organize, direct and evaluate the activities of subordinate staff;
 - Interview, select and train professional and management staff;
 - Assign and review work;
 - Establish performance standards;
 - Evaluate staff performance and counsel employees;
 - Take or approve disciplinary actions;
 - Negotiate and administer agreements with consultants and contractors.
- Plans and recommends program and policy direction for the SVCEA; explains, advises and recommends action on policy matters to the Board of Directors of the SVCEA; advises the Board of Directors of problems and potential problems and recommends appropriate course of action.

- Consults with and solicits the cooperation of business and community groups and government agencies in assessing, identifying and analyzing renewable energy and energy conservation needs and objectives across participating communities; develops and prioritizes responsive programs to meet those needs and objectives.
- Develops agreements, methods and procedures to implement, administer and evaluate SVCEA's programs; oversees and directs program compliance reviews and analyzes performance outcome measures to determine program effectiveness; develops process improvement plans and strategies to enhance service delivery; reviews projects and related records in order to assess the progress of projects and to assure program continuity and compliance.
- In coordination with the Board of Directors, engages in strategic planning and resource planning, and implements the adopted strategic plan and resource plan.
- Analyzes the impact of newly-enacted state and federal legislation and CPUC decisions and determination of impact to operations; addresses legislative and regulatory bodies to influence or persuade them to form supportive opinions or take actions related to advancing program goals; makes recommendations and decisions regarding the implementation of related changes; reviews economic trends and regulatory changes to determine the impact on operations; reviews and critiques codes and ordinances; initiates studies of technical problems and recommends revisions.
- Prepares and administers an initial SVCEA budget; establishes, revises and maintains accounting systems and procedures in order to effectively monitor income sources and expenses, and to provide internal accounting controls; certifies the purchase of supplies, equipment and services; makes recommendations regarding the lease of property; develops and implements management information systems in order to track and analyze performance measures; directs the preparation, review and approval of fiscal, special and technical reports, and proposals; researches, identifies, develops and negotiates public and private funding opportunities in order to support programs; submits grant applications for funding; issues directives related to fund distribution, and policy and procedural constraints of grant requirements.
- Coordinates program planning and related activities with Board of Directors participating in the Authority, other relevant jurisdictions, federal funding agencies and community and business groups; stays informed on community, social, and political problems, and their relevance to and impact upon Authority programs; directs the development of a public relations program to inform the public about Authority operations, services, programs, goals and objectives; provides consultation to individuals, citizen groups, business organizations, consultants and governmental agencies on all matters related to Authority operations.
- Represents the Authority at governmental hearings, in front of administrative bodies, and at public meetings.
- Performs related duties as assigned.



Contractor Knowledge, Skills & Abilities

Considerable knowledge of:

- Energy economics and current issues in renewable energy, climate change, distributed and behind-the-meter technologies, and state and federal energy policy;
- IOU, CEC, and CPUC ratemaking, energy efficiency and renewable energy programs;
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the preparation of policies and procedures;
- Principles and practices of employee supervision including selection, work planning, organization, performance review and evaluation, and employee training and discipline;
- Federal and state legislation related to energy and renewable energy;
- Principles and practices of project management and performance measurement;
- Fiduciary responsibilities of a lender, best practices for effective grant proposal writing, obtaining and administering grants, and grant-funding processes; and
- The organization's relationship with federal, state and municipal government functions, including experience with the Brown Act.

Ability to:

- Plan, organize and direct the SVCEA's programs;
- Identify community energy supply, energy efficiency, and renewable power needs and objectives, and to formulate responsive plans to meet them;
- Supervise, assign, direct and evaluate the work of Authority personnel;
- Interpret federal, state and local regulations governing the operation of CCE programs;
- Develop policies, agreements, methods, and procedures to implement, administer and evaluate programs to establish accountability and to measure program effectiveness;
- Coordinate program planning and day-to-day operational activities of the Authority;
- Assure the financial solvency of the Authority;
- Provide professional consultation and program leadership;
- Effectively assemble, organize and present, in either written or oral form, the logical conclusions and sound recommendations resulting from analysis of administrative, financial, factual or other information derived from a variety of sources;
- Utilize sound judgment, tactfulness, persuasion and authority across all duties;
- Work under pressure, establish priorities and meet deadlines;
- Establish and maintain effective work relationships with subordinates, officials representing jurisdictions participating in the SVCEA Authority, representatives of other agencies, administrative personnel and the general public.



Minimum Qualifications

Education: Any combination of educational course work and training, which would provide for the knowledge and abilities listed above. An advanced degree in management is desirable. Normally, academic course work equivalent to a four-year degree from an accredited college or university with major work in engineering, natural sciences, public administration, public policy, business administration, economics, finance or a closely related field, will provide this opportunity. Direct supervision of personnel involved in energy resource management, operation and maintenance and energy system economics, marketing and customer service program development and management is desirable.

Experience: Any combination of experience and training which would provide the opportunity to acquire the knowledge and abilities listed above. Normally, ten years of full-time administration/management experience supervising professional staff engaged in energy related fields, including specific experience in financial, budget, program and organizational administration, analysis and planning will provide this opportunity. Direct experience working for a public agency and/or serving an elected body, including familiarity with Brown Act compliance, considered a plus.

License: Possession of a valid driver's license at the appropriate level, including special endorsements, as required by the State of California.



Recruitment Process & Timeline

SVCEA seeks to contract with its interim CEO by April/May to serve in this non-benefited six-month startup function, following interviews with partner agency executive leadership members and the Board of Directors. Contract compensation DOE/DOQ. Qualifications submission to include a CV and letter of intent emailed to erinc@cupertino.org by no later than 5pm on Monday, March 7th. The successful applicant will be eligible to compete for SVCEA's full-time benefited role, if selected through a competitive hiring process, anticipated to begin this fall, or as guided by the Board.



Staff Report – Item I I

To: Silicon Valley Clean Energy Authority Board of Directors

From: Melody Tovar, Operations Manager

Item I I: Approve Professional Services Agreement with Richards, Watson & Gershon for Legal Services

Date: 4/13/2016

RECOMMENDATION

Approve agreement substantially in the form shown in Attachment I with Richards, Watson & Gershon, for legal services in an amount not to exceed \$80,000; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim contract Chief Executive Officer (CEO) to conduct the business of SVCEA.

The Silicon Valley Community Choice Energy Partnership (SVCCEP) previously contracted with Richards, Watson & Gershon (RWG) to support the development of the governance structure for what came to be formed as SVCEA. Mr. Gregory W. Stepanicich of RWG served as principal counsel in the development of the SVCEA joint powers agreement and advised on matters related to consideration of a Community Choice Energy (CCE) program and a joint powers authority.

ANALYSIS & DISCUSSION

Mr. Stepanicich is proposed to serve as General Counsel for SVCEA. He will provide legal services typically provided to a joint powers authority as well as general legal services related more specifically to the operation of a CCE program. The scope of work is included as Exhibit A to the Agreement with RWG (Attachment I to this report). RWG's scope includes:

- Advice on and preparation of documents associated with JPA startup including preparing the SVCEA's operating rules and regulations
- Attendance at monthly Board meetings
- Advice and representation on Brown Act, Conflict of Interest, and Public Records Act matters

- Preparation and review of consultant and vendor contracts
- Advice and preparation of documents related to personnel matters
- Advice on other administrative and legal matters

In addition to Mr. Stepanicich's experience with the formation of SVCEA, he also has experience with providing legal services to operating CCE programs. Mr. Stepanicich served as general counsel to Marin Clean Energy during its formation and early operation. He is well positioned to support SVCEA's early needs. The scope of services does not include support for energy contracts or regulatory matters before the CPUC that require specialized legal services in those areas of law. SVCEA will need to seek such services separately.

Compensation to RWG will be based on hourly rates and reimbursable expenses as set forth in the agreement. As Mr. Stepanicich has provided considerable services to prepare for the Board's first meeting, the term of the agreement is proposed to be retroactive from April 1, 2016, to November 30, 2016, with an option to extend the term if mutually agreed upon.

As this agreement is with the firm proposed to provide review of vendor agreements for SVCEA, the City of Sunnyvale's Senior Assistant City Attorney provided third-party review of the attached agreement and scope.

ATTACHMENTS

- I. Legal Services Agreement with Richards Watson and Gershon

**LEGAL SERVICES AGREEMENT BETWEEN
THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
RICHARDS, WATSON & GERSHON,
A PROFESSIONAL CORPORATION**

THIS AGREEMENT, dated April 1, 2016, is by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY (“Authority”), and RICHARDS, WATSON & GERSHON, a professional corporation, engaged in the practice of law in California, hereinafter referred to as “General Counsel.”

WHEREAS, 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.) with the power to conduct its business and enter into agreements; and

WHEREAS, the Authority has been formed to conduct a community choice aggregation program within the member agencies jurisdictions in Santa Clara County as authorized by Public Utilities Code Section 366.2; and

WHEREAS, the Authority desires to retain a law firm capable of providing general counsel legal services to it; and

WHEREAS, in reliance upon the representations made by Richards, Watson & Gershon regarding its qualifications, the Authority finds that this law firm has demonstrated the requisite qualifications, experience, training and expertise to perform the requested services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1.0. SCOPE OF SERVICES. General Counsel will perform the legal services to the Authority described in Exhibit “A” to this Agreement.

1.1 General Counsel Representative. Gregory W. Stepanicich, Shareholder of General Counsel, shall be responsible for the performance of services hereunder and shall supervise any services performed by other members or employees of General Counsel. Throughout the course of this Agreement and while performing services hereunder, General Counsel shall perform such services as an independent contractor. General Counsel is not an officer, agent or employee of the Authority.

1.2 Authority’s Authorized Representative. For the performance of services under this Agreement, General Counsel shall take direction from the Board of Directors and Chief Executive Officer of Authority.

2.0. TIME OF PERFORMANCE. The term of this Agreement shall be for a period of eight months, commencing April 1, 2016 and ending November 30, 2016 unless extended by the mutual written agreement of the parties.

3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.

3.1 Compensation. Fees for all legal services provided hereunder shall be charged in accordance with Exhibit "B" which is attached and incorporated by reference. The total amount of fees and expenses under this Agreement shall not exceed \$80,000. This compensation amount shall not be increased without the prior approval of the Authority Board of Directors. General Counsel shall notify the Authority prior to incurring billable fees and costs in excess of 95% of the not-to-exceed amount.

3.2 Reimbursement. In addition to billing for services based on the hourly rates set forth above, General Counsel is authorized to bill the Authority for reimbursement of its actual costs directly related to the services; provided that the total billing (for hourly services and reimbursable costs) shall not exceed the amount identified in Section 3.1, and provided that General Counsel either: (a) obtains the approval of the Authority's Chief Executive Officer prior to incurring the costs, or (b) the costs fall into one of the following categories:

- (1) Travel expenses within the Bay Area.
- (2) Court costs, such as filing fees.
- (3) Service of process.
- (4) Court reporter fees.
- (5) Expert witnesses, consultants, or investigators.
- (6) Copying costs, at \$0.10 per page.
- (7) Actual costs of mailing

Any other expense must be approved in advance by Authority's Chief Executive Officer in writing. No compensation shall be allowed for word processing, normal or overflow secretarial time or overtime, computer-assisted research, or general or administrative overhead or premiums added to the direct cost of research support or other services.

3.3 Authority Attorney Approval Required. The Authority's Chief Executive Officer must approve in advance any single reimbursement item in excess of \$500, including, but not limited to, investigators, copying and experts.

3.4 Expense Control. General Counsel shall use all available means, consistent with sound professional practices and the exercise of reasonable judgment, to limit and minimize expenses incurred during the performance of this Agreement.

3.5 Method of Billing. General Counsel shall provide monthly bills in the form specified herein. General Counsel shall endeavor to provide monthly invoices no later than 30 days after the end of each billing cycle (i.e., all services identified on the invoice were performed no more than 60 days prior to the date the Authority received the invoice). The Authority shall have no obligation to pay General Counsel for services to the extent performed more than 90 days prior to the date the Authority receives the invoice for the services. Each bill shall have a cover page summary indicating category totals. Unless otherwise agreed, the following information must be provided in monthly bills in detail:

- A. A detailed description of work, in time increments of .1 hours (one tenth of an hour) for and by each and every individual billing services.
- B. Identification of the lawyer who is in charge of the matter.
- C. Reasonably detailed disbursement breakdowns.
- D. Each billing item will be separately stated on a separate line identifying the attorney, the time spent and the exact nature of the service rendered.

3.6 Timing of Payment. The Authority shall pay General Counsel for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a timely and periodic basis in accordance with the periodic statements, as approved by the Authority's Chief Executive Officer.

4.0 ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS OR EXPERTS. General Counsel will not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior approval of the Authority's Chief Executive Officer.

5.0 TERMINATION OF AGREEMENT AND LEGAL SERVICES. The Authority shall have the right, at any time in its best judgment, with or without reason, to terminate this Agreement, and to obtain new General Counsel, or take such other steps as Authority deems proper. In the event that this Agreement is so terminated, Authority shall pay to General Counsel the rates, fees and charges accrued for satisfactory work to the time of termination. Authority shall be entitled to electronic and written copies of files maintained concerning this representation and to the return of all documents submitted to General Counsel. General Counsel shall have the right, with or without reason, to terminate this Agreement upon thirty (30) days written notice to the Authority Attorney.

6.0 INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY. No member of the governing body of the Authority, and no other officer, employee or agent of the Authority who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

7.0 INTEREST OF COUNSEL. General Counsel agrees to secure the informed written consent of the Authority's Board of Directors before accepting any representation adverse to the Authority (actual or apparent) during the term of this Agreement, and to forego such representation if the Authority's Board of Directors, in their sole discretion, objects for any reason.

9.0 CONFLICT OF INTEREST PROHIBITED. General Counsel (including its employees, members, officers and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. General Counsel shall comply

with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) General Counsel shall not make or participate in a decision made by the Authority if it is reasonably foreseeable that the decision may have a material effect on General Counsel's economic interest, and (b) if required by law, General Counsel shall file financial disclosure forms with the Authority Clerk. If General Counsel maintains or acquires a conflicting interest, any contract with the Authority (including this Agreement) involving General Counsel's conflicting interest may be terminated by the Authority.

10.0 MAINTENANCE AND INSPECTION OF RECORDS.

10.1 Audits. The Authority and any other federal, state or local governmental agency, and any of their authorized auditors or representatives, including the Authority Auditor, shall have access to, and the right to audit and reproduce any of General Counsel's records to the extent the Authority or such other governmental agency deems necessary to ensure that Authority is paying only the amounts to which General Counsel is properly entitled or for other purposes relating to the Agreement.

10.2 Records. General Counsel shall maintain and preserve all such records for at least five (5) years after termination of the Agreement or until an audit has been completed and accepted in writing by Authority. Upon written notice by the Authority, the General Counsel shall promptly make all such records available to auditors or other representatives of the Authority or other governmental agencies.

11.0 INSURANCE. General Counsel shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The Authority and each of its members, their officials, employees, agents and volunteers are to be covered as additional insureds under the policies except for the Professional Liability policy. The policies shall state that they afford primary coverage. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, General Counsel shall immediately notify Authority and cease all performance under this Agreement until further directed by the Authority.

11.1 General Liability. General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required.

11.2 Professional Liability. Professional errors and omissions coverage in a sum of at least \$1,000,000. If a claims-made policy is required, a "tail" of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement.

11.3 Workers' Compensation. General Counsel shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job.

12.0 INDEMNIFICATION. General Counsel shall indemnify, hold harmless, and defend the Authority and its members (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney’s fees), that result or arise from General Counsel’s negligent acts, omissions or willful misconduct under this Agreement.

13.0 DEFAULT. If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

14.0 NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: Silicon Valley Clean Energy Authority
Attn: Chief Executive Officer
505 W Olive Ave, Suite 130
Sunnyvale, CA 94086

To: Richards, Watson & Gershon
Attn: Gregory W. Stepanicich
44 Montgomery Street, Suite 3800
San Francisco, CA 94104
gstepanicich@rwglaw.com

15.0 HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

16.0 SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.

17.0 GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

18.0 ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the General Counsel’s duties be delegated, without the written consent of the Authority. Any attempt to assign or delegate this Agreement without the written consent of the Authority shall be void and of no force or effect. A consent by the Authority to one assignment shall not be deemed to be a consent to any subsequent assignment.

19.0 MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

20.0 WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21.0 ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

22.0 EACH PARTY’S ROLE IN DRAFTING THE AGREEMENT. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

23.0 SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, and legal authority to enter into and to execute this Agreement on behalf of the respective legal entities of the General Counsel and the Authority. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Authority and General Counsel have executed this Agreement.

**SILICON VALLEY CLEAN ENERGY
AUTHORITY**
A Joint Powers Authority

RICHARDS, WATSON & GERSHON
A Professional Corporation

Chair, Board of Directors

By _____
Gregory W. Stepanicich, Shareholder

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

As General Counsel for SVCEA, Richards, Watson & Gershon shall provide the general legal services typically required by a joint powers authority in addition to those general legal services related more specifically to the operation of a community choice aggregation program as described below. These legal services shall include the following:

- Advice and preparation of documents in connection with the start up of operations for SVCEA including but not limited to the following:
 - Prepare required filings with the Secretary of State and State Controller
 - Prepare conflict of interest code
 - Prepare operating rules and regulations
- Attendance at the monthly SVCEA Board of Directors (“Board”) meetings and any special meetings and workshops as requested by the Chief Executive Officer or Chair of the Board
- Brown Act, Conflict of Interest and Public Records Act advice and representation
- Preparation or review of consultant and vendor contracts
- Advice and preparation of documents related to personnel matters
- Advice to the Chief Executive Officer and designated staff on administrative and operational matters
- Research and advice on legal questions asked by the Board, Chief Executive Officer and designated staff
- Advice and assistance on other legal matters as may be assigned by the Chief Executive Officer

Legal services will not include matters in which Richards, Watson & Gershon has a conflict of interest that precludes the law firm from representing SVCEA. General Counsel services also will not include energy contracts or regulatory matters before the CPUC that require specialized legal services in these areas of law.

EXHIBIT B
FEE SCHEDULE

HOURLY RATES

Shareholders	\$300 per hour
Associates	\$250 per hour
Paralegals	\$170 per hour



Staff Report – Item 12

To: Silicon Valley Clean Energy Authority Board of Directors

From: Melody Tovar, Operations Manager

Item 12: Approve Professional Services Agreement with Pacific Energy Advisors for Technical Consulting Services

Date: 4/13/2016

RECOMMENDATION

Approve agreement substantially in the form shown in Attachment I with Pacific Energy Advisors, Inc., for technical consulting services in an amount not to exceed \$265,000; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim contract Chief Executive Officer (CEO) to conduct the business of SVCEA.

The development and launch of a community choice energy (CCE) program requires specialized knowledge and expertise to perform the requisite analysis, plan development, regulatory submittals, and effective energy procurement. Accordingly, these functions are well suited to be served through consulting expertise.

The Silicon Valley Community Choice Energy Partnership (SVCCEP) contracted with Pacific Energy Advisors (PEA) to conduct a Technical Feasibility Study for a regional program in Santa Clara County. The study draft was released in November 2015 and the final study published in April 2016. The study evaluated program viability inclusive of the twelve communities that now comprise SVCEA.

ANALYSIS & DISCUSSION

Launching a CCE program involves critical preparatory milestones such as submitting an Implementation Plan for approval by the California Public Utilities Commission and procuring energy supplies. There are also specific requirements for regulatory filings and addressing regulatory requirements as SVCEA develops and implements its program. Staff proposes to use consultant services to execute these essential elements.

PEA has deep experience with supporting the evaluation and launch of CCE programs. They have supported the launch of existing programs in Marin, Sonoma, and Lancaster as well as the soon-to-launch CleanPowerSF and the emerging Peninsula Clean Energy. PEA’s consultants have supported CCE efforts since the enabling legislation was adopted in 2002. As the team that also completed the Technical Study that spurred the formation of SVCEA, they are very familiar with the load and customer parameters of SVCEA’s program and the organizational framework that supports it.

Key technical service activities proposed to support SVCEA through program launch are summarized below, and detailed in the related attached Agreement’s Scope of Services Exhibit A:

Task	Estimated Budget
1.1 Implementation Plan: CCE programs are required to submit an implementation plan for approval by the CPUC as a prerequisite for program launch. PEA will facilitate and develop the key elements which include information on the organization, rate setting, approach to energy service contracting, and customer service and protection.	\$60,000
2.1 Supplier Selection and Contracting: PEA will work with SVCEA staff and leadership to develop a detailed load forecast, energy procurement parameters, and solicitation documents; assist with the evaluation of proposals received; and support SVCEA decision making on final launch.	\$75,000
2.2 Startup Funding: SVCEA will need to secure financing to support launch as revenues do not begin until after service commences. PEA will provide supporting quantitative information based on customer phasing and support negotiations with financiers.	\$10,000
3.1 Program Development: PEA will assist with the development of complementary customer programs such as solar incentive programs and support the requisite coordination with the data management service provider and regulatory entities.	\$20,000
3.2 Regulatory Registrations and Compliance Systems: A CCE program is a “load serving entity” and as such is subject to a variety of regulations. PEA will assist with overall management of regulatory obligations and provide required reporting data.	\$20,000
3.3 Rate Setting: PEA will develop preliminary and final revenue requirements, develop rate schedules, and prepare CCE/PG&E cost comparisons.	\$50,000
3.4 General Implementation Support: PEA may be needed to provide support for a variety of implementation activities. This task is envisioned to support a broad range of potential needs.	\$30,000
Total – Not to Exceed	\$265,000

Compensation to PEA will be based on hourly rates and reimbursable expenses as set forth in the agreement. The estimated budget amounts may be adjusted so long as the costs remain within the not-to-exceed amount of \$265,000. The agreement will be for a term of April 13, 2016 to May 30, 2017, with an option to extend the term for an additional six months.

ATTACHMENTS

- I. Agreement with Pacific Energy Advisors for Technical Consulting Services

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
PACIFIC ENERGY ADVISORS FOR
TECHNICAL CONSULTING SERVICES**

THIS AGREEMENT, is entered into this 13th day of April, 2016, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and PACIFIC ENERGY ADVISORS, INC, a California corporation whose address is 1839 Iron Point Road, Suite 120, Folsom, CA 95630 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

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

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

C. Authority and Consultant desire to enter into an agreement for technical consulting services to support the implementation of a community choice energy program upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 13, 2016, and shall terminate on June 30, 2017, unless terminated earlier as set forth herein. The Agreement may be extended for a period of six months if mutually agreed by the Parties in writing by June 15, 2017.

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed two hundred sixty-five thousand dollars (\$265,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in California's electric utility industry

and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**

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

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this

Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

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

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

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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

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

11. CONFLICT OF INTEREST

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

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest

therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

14. **REPORTS**

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

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

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

D. All Reports shall be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant

pursuant to this Agreement that has not been publicly released by Authority shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. John Dalessi or Kirby Dusel shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

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

18. **NOTICES**

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

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

TO AUTHORITY:
505 W. Olive Avenue
Suite 130
Sunnyvale CA 94086
Attention: Chief Executive Officer

TO CONSULTANT:
Pacific Energy Advisors, Inc.
1839 Iron Point Road, Suite 120
Folsom, CA 95630
Attn: John Dalessi, President

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in

addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

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

21. **CONFLICT OF LAW**

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

22. **ADVERTISEMENT**

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

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

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

27. **CAPTIONS AND TERMS**

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

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

Pacific Energy Advisors, Inc
A California Corporation

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By John Dalessi

By _____

Title President

Title Board Chair

Date _____

Date _____

RECOMMENDED FOR APPROVAL

Melody Tovar, Operations Manager

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

Consultant will provide consulting and technical services during Silicon Valley Clean Energy Authority's (Authority) implementation of a CCE program, which is anticipated to culminate with the commencement of CCE service in the spring of 2017. Requisite tasks to be completed by Consultant would be separated into three phases, as described below.

PHASE 1 TASKS – PROGRAM DESIGN AND IMPLEMENTATION PLANNING

Task 1.1 Implementation Plan

Background

As specified in the California Public Utilities Code (Section 366.2.(c)(3)), the Community Choice Aggregation Implementation Plan and Statement of Intent is a prerequisite of CCE formation. This document will describe key elements of the CCE program, including:

- An organizational structure of the program, its operations, and its funding;
- Rate setting and other costs to participants;
- Provisions for disclosure and due process in setting rates and allocating costs among participants;
- The methods for entering and terminating agreements with other entities;
- The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures;
- Termination of the program; and
- A description of the third parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.

Tasks

Consultant shall develop and complete the following key tasks in collaboration with Authority staff to prepare a statutorily responsive plan:

- Facilitate discussion(s) with Authority leadership to develop key elements of the Plan, including but not limited to retail product offerings (e.g., default product mix and voluntary green pricing option), customer phase-in and rate-related considerations;
- Develop and maintain an operating pro forma and cash flow financial model related to CCE operations;
- Prepare draft Implementation Plan document;
- Coordinate with designated staff of the California Public Utilities Commission (“CPUC”) regarding any questions/comments that may arise in relation to the Implementation Plan; assist the Authority in addressing such inquiries; and
- Monitor the CPUC certification process to ensure timely review.

PHASE 2 TASKS – POWER SUPPLY AND SERVICES CONTRACTING

Task 2.1 Supplier Selection and Contracting

Background

Prior to serving customers, the Authority will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations for CCEs and other load serving entities), renewable energy, carbon-free energy, scheduling coordinator services (which will be required to facilitate participation in California’s wholesale energy market) and data management services (which will be required to facilitate customer service support, billing, data management and reporting among other important functions). For California’s operating CCE programs, such energy products and services have typically been procured via competitive solicitation processes, which have resulted in the identification of highly qualified product and service providers at prevailing market prices. Consultant has direct experience in assisting each operating CCE program with such solicitation processes and related contract negotiations, successfully securing necessary energy products and services for each CCE program.

Tasks

Consultant shall develop and complete the following key tasks in collaboration with Authority staff related to supplier selection and related contracting:

- Develop a detailed load forecast utilizing recent PG&E customer information for all eligible customers;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offer document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products as well as scheduling coordinator services;
- Prepare draft solicitation materials, including a Request for Proposals/Offer document and related bid workbooks to support the procurement of necessary data management services;
- Assist the Authority (in cooperation with the Authority’s designated legal counsel) in developing and finalizing form transaction documents for desired products and services;
- Evaluate offers received in response to the aforementioned solicitation processes and assist the Authority in selecting the preferred supplier(s) of such products and services;
- In conjunction with the Authority’s designated legal counsel, support contract negotiation for desired products and services;
 - Note: Consultant recommends that the Authority retain the services of qualified legal counsel to support pertinent contract negotiations; the provision of such services is not included in the following budget estimate.

- Support “go/no-go” decision-making to launch the CCE program based on final power supply prices and then-current PG&E retail electric rates (inclusive of applicable exit fees); and
- Perform necessary coordinative activities with the Authority’s selected supplier(s) during startup.

Task 2.2 Start-up Funding

Background

Based on the Authority’s recently completed CCE Technical Study, it is anticipated that various startup costs will be incurred prior to service commencement. Because the Authority will not be receiving customer revenues during this startup period, it will be necessary to self-finance related expenses and/or secure third-party financing (via loan or access to a sufficient line of credit) to support a successful launch. Consultant has assisted certain operating CCE programs with such efforts, providing insight regarding expected financial performance and general operations during meetings with prospective financiers. Consultant has deep experience with California aggregation programs and has been effective in addressing various questions and concerns during such financing discussions.

Tasks

To support the Authority’s startup funding discussions, Consultant will complete the following activities:

- Quantify initial financing requirements based on the selected customer phase-in schedule and other parameters; and
- Support negotiations with prospective financiers (for bank loans or other funding sources).

PHASE 3 TASKS – RATESETTING AND PRE-LAUNCH SUPPORT

Task 3.1 Program Development

Background

The Authority may wish to offer certain complementary programs that would be designed to support local distributed renewable infrastructure buildout, including customer-sited renewable generation (i.e., behind-the-meter rooftop solar, which would be installed for the primary purpose of reducing a customer’s reliance on off-site energy sources) and smaller-scale wholesale renewable generators, which would supplement other wholesale supply sources. Both Marin Clean Energy (MCE) and Sonoma Clean Power (SCP) have been successful in developing and administering such programs, supporting expedited buildout of clean energy sources within the respective service territories of each program, and Consultant has been instrumental in working with these programs during the design of related tariffs and program descriptions.

Tasks

To promote the successful development and administration of the Authority’s complementary energy programs, which are expected to include a Net Energy Metering (“NEM”) and Feed-In Tariff (“FIT”) offering, Consultant will complete the following activities:

- Prepare a draft NEM tariff, including applicable tariff language and sample customer impact analyses;
- Prepare a draft FIT, including applicable project eligibility criteria, pricing schedules and an appropriate power purchase agreement (which will be developed in conjunction with the Authority’s designated power contracting counsel);
- Assist the Authority in estimating the prospective range of costs associated with direct NEM customer incentives. Such estimates shall be based on terms and conditions reflected in the Authority’s NEM tariff as well as available historical usage data related to the Authority’s prospective customer base. Consultant will also facilitate discussions between the Authority and PG&E to determine if additional historical NEM customer data can be provided to improve the accuracy of estimated NEM program costs.
- Coordinate with the Authority’s selected data management services provider to ensure the effective implementation of NEM rates and related bill calculations; and
- Coordinate with the Authority’s selected Qualified Reporting Entity to ensure that energy production from FIT projects is appropriately communicated to and tracked within the Western Renewable Energy Generation Information System (“WREGIS”).

Task 3.2 Regulatory Registrations and Compliance Systems

Background

As a Load Serving Entity (“LSE”) within the state of California, the Authority will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (“CEC”). While certain of these reporting programs will not be applicable until the second year of operation, other programs will require attention prior to service commencement or shortly thereafter. In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as “resource adequacy,” compliance obligations), WREGIS account registration, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

Tasks

To ensure compliance with these requirements, Consultant shall complete the following activities:

- Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
- Prepare load forecast and related filings to ensure compliance with California’s resource adequacy program;
- Assist in completing requisite registration materials to become a WREGIS account holder – a WREGIS account will be necessary to track and report on renewable energy purchases for purposes of complying with California’s Renewables Portfolio Standard program and substantiating procurement of renewable energy, generally speaking;
- If desired by the Authority, provide assistance to the Authority in becoming a candidate Congestion Revenue Rights (“CRR”) holder with the California Independent System

Operator (“CAISO”) – CRRs may help mitigate certain financial risks and reduce costs associated with energy delivery within the CAISO market; and

- Assist in preparing requisite customer cost comparisons, which indicate the cost comparative cost impact of taking service with the CCE program relative to PG&E, and prospective power source disclosures.

Task 3.3 Rate Setting

Background

Establishing initial customer rates will be a key task during the pre-startup phase. Such rates will be established in consideration of PG&E’s then-effective rates schedules under which prospective customers currently receive electric service. Consultant has considerable experience in CCE rate setting activities, having supported all of California’s operating CCE programs in this important endeavor. Effective rate setting will ensure that the CCE program is financially sustainable and able to fulfill its financial obligations while remaining competitive with the incumbent utility.

Tasks

Consultant shall develop and complete the following work items:

- Develop preliminary and final revenue requirements for the first year of program operation;
- Prepare preliminary and final rate schedules for the first year of program operation; and
- Prepare CCE/PG&E cost comparisons to ensure an understanding of anticipated customer cost impacts.

Task 3.4 General Implementation Support

Background

During the startup phase, there may be a need for technical support with regard to a variety of implementation activities. Consultant has provided such support on an as-needed basis to California’s other CCE programs, ensuring that sufficient expertise is available to address a broad range of potential needs.

Tasks

Consultant’s general support may include, but is not limited to the following:

- Coordination with staff, suppliers and other contractors to ensure effective program launch;
- Prepare for and participate in various Authority meetings, providing technical support during key discussions and decision making; Consultant would be available to assist staff in preparing meeting materials and presenting such materials at meetings;
- Coordination with pertinent jurisdictional regulatory agencies: to the extent that jurisdictional regulatory agencies have questions regarding applicable reports/submittals and/or general questions regarding CCE operations, Consultant would be available to address such inquiries and/or participate in related meetings or teleconferences;

- Coordination with key customers: Consultant would be available to participate in discussions/meetings with key customer accounts, providing technical expertise related to rates, resource planning, power supply and anticipated environmental impacts; and
- General as-needed advisory services.

Exhibit B
Schedule of Performance

It is anticipated that the proposed scope for Task 1.1 will be completed within six weeks of execution of a professional services agreement between the Authority and Consultant. The schedule for remaining tasks is dependent upon actions by the Authority and completion is expected to occur over an approximate thirteen-month period, following completion of Task 1.1.

Exhibit C
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of two hundred sixty-five thousand dollars (\$265,000), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority. The estimated budget amounts shown below are estimates and may be adjusted across categories or tasks provided that the total costs do not exceed the total amount set forth in Section 3 of this Agreement.

Task	Estimated Budget
1.1 Implementation Plan	\$60,000
2.1 Supplier Selection and Contracting	\$75,000
2.2 Startup Funding	\$10,000
3.1 Program Development	\$20,000
3.2 Regulatory Registrations and Compliance Systems	\$20,000
3.3 Rate Setting	\$50,000
3.4 General Implementation Support	\$30,000
Total – Not to Exceed	\$265,000

Rates

Staff	Hourly Rate
John Dalessi	\$295
Kirby Dusel	\$250
Brian Goldstein	\$205

Invoices and Payment

Monthly Invoicing: In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). Payment shall be made by the Authority to Consultant within thirty (30) days after receipt of a proper invoice.

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.

Exhibit D
Insurance Requirements and Proof of Insurance

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

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.



Staff Report – Item 13

To: Silicon Valley Clean Energy Authority Board of Directors

From: Erin Cooke

Item 13: Approve Professional Services Agreement with MIG, Inc for Outreach and Community Engagement Services

Date: 4/13/2016

RECOMMENDATION

Approve agreement substantially in the form shown in Attachment I with MIG, Inc. for community engagement support services and reimbursement in an amount not to exceed \$145,500; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim contract Chief Executive Officer (CEO) to conduct the business of SVCEA. One key function well suited to be effectively served through consulting expertise in this next phase of SVCEA development is community outreach and engagement. The ultimate goal of SVCEA's outreach efforts is to equip all community members with the information necessary to make informed decisions about their electricity service provider in advance of, and following, opt-out noticing anticipated in the winter of 2017.

Two consulting teams supported initial outreach to prospective residential (MIG, Inc.) and business (Joint Venture Silicon Valley) customers in the program's inaugural outreach phase, which drew 750 meeting attendees, connected with 50 new businesses, and registered 500 individuals to the SVCEA mailing list. Under agreement with the City of Cupertino, MIG led the initial community outreach planning and engagement activities for SVCEA and is well positioned to provide key support to the Board and interim Chief Executive Officer (CEO) as it conducts the initial activities of launching a community choice energy (CCE) program and develops its organizational capacity.

ANALYSIS & DISCUSSION

PG&E currently serves 240,000 customers across Silicon Valley communities, representing a mix of residential (≈90%) and commercial (≈10%) accounts. In total, these customers consume nearly four (4) billion kilowatt hours (“kWh”) of electricity each year. While the vast majority of customers fall under the residential classification, such accounts consume only 34% of the total electricity used within the communities, while commercial accounts consume the remaining 66%. To more fully engage these varied and, often, highly complex customers, MIG proposes to provide community outreach services as shown in the table below, in partnership with Cupertino, which will serve as SVCEA’s community outreach project manager.

These activities are critical to grow the initial phase of engagement, which was focused on introducing communities to CCE programs to inform Council decision-making. The current phase will reach a broad cross-section of the participating communities, amplifying efforts to activate new outbound and inbound techniques. Key stakeholder engagement activities are summarized below, and detailed in the related Agreement’s Scope of Services Exhibit:

Task	Budget
2.1.1 Ongoing project management and coordination	\$6,000
2.2.1 Collateral support including design and production support for media assets	\$12,000
2.2.2 Updated animated presentation	\$6,000
2.2.3 SVCE brand development including name, logo, branding session, taglines	\$13,500
2.3.1 Web graphics and technical support	\$12,500
2.4.1 Objective statistically significant community phone/online survey	\$37,500
2.4.2 Updated community presentation	\$4,000
2.4.3 Organic social media strategy including branded SVCE Facebook, Twitter, LinkedIn	\$9,000
2.4.4 (Optional) Social media paid post campaign targeting geography, user interests	\$45,000
	\$145,500

It is important to note that this Scope does not include the full potential array of tasks needed to support the Launch Phase of SVCE’s program. Such tasks will require an amendment to this agreement.

Compensation to MIG will be based on hourly rates and reimbursable expenses as set forth in the agreement. The estimated budget amounts may be adjusted so long as the costs remain within the not-to-exceed amount of \$145,500. The agreement will be for a term of April 13, 2016 to March 31, 2017, with an option to extend the term for an additional six months.

ATTACHMENTS

- I. Agreement with MIG, Inc. for Community Engagement Support Services

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
MIG, INC FOR
COMMUNITY ENGAGEMENT SUPPORT SERVICES**

THIS AGREEMENT, is entered into this 13th day of April, 2016, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and MIG, Inc., a California corporation whose address is 800 Hearst Avenue, Berkeley, CA 94710 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

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

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

C. Authority and Consultant desire to enter into an agreement for community engagement support upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 13, 2016, and shall terminate on March 30, 2017, unless terminated earlier as set forth herein. The Agreement term may be extended for a period of up to six months if mutually agreed by the Parties in writing by December 15, 2016.

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed one hundred forty-five thousand five hundred dollars (\$145,500.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance

covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by mail, Attention: Chief Executive Officer," except 10 days notice may be provided for non-payment of premium. Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

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

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

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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

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

11. CONFLICT OF INTEREST

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

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of

Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

Consultant further represents, warrants and covenants to the Authority that the Final Deliverables provided to the Authority shall be the original work of the Consultant and/or its subcontractors. In the event that the Final Deliverables include the work of independent contractors commissioned for the Project by the Consultant, the Consultant shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for the Consultant to grant the intellectual property rights provided in this Agreement, and to the best of the Consultant's knowledge, the Final Art provided by the Consultant and the Consultant's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event the Authority or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Consultant shall be void.

14. **REPORTS**

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

Report furnished to the Authority pursuant to this Agreement.

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

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

D. All Reports shall be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released by Authority shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **DESIGN, TESTING , AND OWNERSHIP OF DELIVERABLES**

A. Testing and Acceptance - Consultant will exercise commercially reasonable efforts to test Deliverables requiring testing, including cross-platform and cross-device testing, and to make all necessary corrections prior to providing Deliverables to Authority. Authority shall notify Consultant, in writing, of any failure of such Deliverable to comply with the specifications set forth in Exhibit A, or of any other objections, corrections, changes or amendments the Authority wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Consultant will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement.

B. Assignment - Upon completion of the services provided by this Agreement, Consultant hereby assigns to the Authority all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Deliverables. Consultant agrees to reasonably cooperate with the Authority and shall execute any additional documents reasonably necessary to evidence such assignment and to ensure all Deliverables are accessible to and editable by the Authority.

C. Support Services - Consultant will offer "support services" through the term of this Agreement. Support services are defined as commercially reasonable technical support and assistance to maintain and update the Deliverables, and ultimately transfer these Deliverables to the Authority in a format that can be edited and reproduced, including correcting any errors or deficiencies. Following expiration of this Agreement, Consultant shall provide up to 5 hours of support services at no additional cost to the Authority to ensure Deliverables are functional for ongoing use to the Authority.

D. Consultant Tools - Consultant will collaborate with the Authority to identify appropriate development tools to ensure all Deliverables can be edited, updated, maintained, and transferred in tools commercially available to the Authority by the termination of this Agreement. All Consultant Tools are and shall remain the exclusive property of Consultant. Consultant hereby grants to Authority a

nonexclusive, nontransferable (other than the right to sublicense such uses to the Authority's web hosting or Internet service providers), a perpetual, worldwide license to use the Consultant Tools solely to the extent necessary for the use by Authority of the Deliverables. If the Consultant tools are sublicensed by Authority to a web hosting or Internet service provider, it shall be the responsibility of Authority to ensure that the sub-licensor has the appropriate web infrastructure and software support services to keep the Consultant tools functional. If needed, Authority may contract with Consultant to provide technical support and consulting services to assist with the transition to a new web hosting or Internet service provider.

E. Maintenance Period - Upon expiration of this Agreement, and at the Authority's option, Consultant will provide support services at the hourly rates included in Exhibit C, upon mutual written agreement of the parties.

17. **PARTY REPRESENTATIVES**

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

18. **CONFIDENTIAL INFORMATION**

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

19. **NOTICES**

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

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

TO AUTHORITY:
505 W. Olive Avenue
Suite 130
Sunnyvale CA 94086
Attention: Chief Executive Officer

TO CONSULTANT:
Joyce Vollmer
MIG, Inc.
800 Hearst Avenue
Berkeley, CA 94710

20. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall not be less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may

terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

21. **COMPLIANCE**

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

22. **CONFLICT OF LAW**

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

23. **ADVERTISEMENT**

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

24. **WAIVER**

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

25. **INTEGRATED CONTRACT**

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

26. **AUTHORITY**

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

27. **INSERTED PROVISIONS**

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

28. **CAPTIONS AND TERMS**

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

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

MIG, Inc
A California Corporation

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By Carie DeRuiter

By _____

Title Principal

Title Board Chair

Date _____

Date _____

RECOMMENDED FOR APPROVAL

Erin Cooke, Communications Manager

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

Phase 2: CCE Program Development

This phase will run from May 2016 to approximately March 2017. This Scope does not include the full potential array of tasks needed to support the Launch Phase of Silicon Valley Clean Energy's program. Such tasks will require an amendment to this agreement.

DEFINITIONS

- a) *Deliverables* means the services and work products specified in this Exhibit A to be delivered by Consultant to Authority.
- b) *Consultant tools* means all design tools owned, licensed, developed and or utilized by Consultant in performing the services described in this Exhibit A, including without limitation pre-existing and newly developed software and source codes.

2.1. PROJECT MANAGEMENT AND ONGOING COORDINATION

2.1.1 Ongoing Project Planning and Coordination. As directed by SVCEA, the SVCE CEO, or SVCEA-contracted outreach project manager (City of Cupertino), the Consultant will attend semi-monthly check-in meetings (via phone) with the program team and include other team members as needed. Consultant will invoice monthly, providing monthly project updates and breakdown of costs. During this stage, we assume there will be two (2) additional in-person strategy meetings as well.

Deliverables: Up to 20 conference calls, 2 in-person meetings, 10 invoice reports.

2.2. EDUCATIONAL MATERIALS

This task includes elements that expand the range of information available to the community, refocusing to include the broad range of commercial and residential customers.

2.2.1 Collateral Support. Consultant will provide as-needed design and production support to SVCE as they take the lead in making updates to the existing fact sheet, FAQ and the Briefer's Book.

Deliverables: Redesigned fact sheet, updated FAQs, updated Briefer's Book

2.2.2 Animated Presentation Update. Consultant will update the existing presentation as needed to include new information.

Deliverables: minor changes to text, changes to voice over

2.2.3 Brand Development. Consultant will work with SVCE staff on a name, logo and brand for the new agency. We will conduct an in-person branding session to create brand principles, positioning, and personality; develop 3-5 logos and taglines; refine those based on client input; and further develop 2-3 logos for presentation to decision makers.

With that input, we will do color studies with the final logo. The logo and brand should be available before major outreach to the community begins.

Deliverables: logo, tagline, color palette, typography

2.3. WEBSITE

2.3.1 Website Support. SVCE partnership staff will take the lead on making updates to its website. With the existing CMS, SVCE partnership staff can easily and quickly update items, post new content and maintain the calendar events. Consultant will provide limited graphics and technical support as needed.

Deliverables: one training session, redesigned home page, updated color palette

2.4. STAKEHOLDER/COMMUNITY ENGAGEMENT

Interested stakeholders can begin to act as champions for the new SVCE, spreading information about benefits for both commercial and residential customers.

2.4.1 Community Survey. Consultant will work with SVCE partnership staff to develop and conduct quantitative research, a combination phone and online survey, that will gauge the community's understanding and perceptions of community choice energy, what type of additional information they may need, what types of services they are interested in, and thoughts about price sensitivity. The study will gather data that is objective and statistically significant.

Deliverables: 15-18 minute survey of 800 residents, presentation

2.4.2 Community Presentation. Consultant will develop a standard presentation template based on the new brand and develop 10-15 slides with graphics to be used for presenting to community, civic and business groups. SVCE staff will customize the presentation as needed.

Deliverables: One PPT template, 10-15 customized slides

2.4.3 Social Media Strategy. Consultant will develop branded Facebook, Twitter and LinkedIn pages, and an "organic" social media strategy for creating posts to generate publicity, followership and social network reach. Consultant will provide a strategy document that outlines key audiences, their attributes, along with 3-5 editorial themes or categories for social media posts to increase social media engagement. The document will also include sample posts for each theme (copy and images, if appropriate), as reference for SVCE staff who will create ongoing posts and provide ongoing social media community management. Consultant will be available to advise.

Deliverables: Strategy memo

2.4.4 Social Media Paid Post Campaign (Optional). To extend the reach of SVCE's social media presence, Consultant will develop and manage a paid advertising campaign on Facebook (promoted posts), targeting by geography, user interests and other attributes to serve and increase social media engagement with SVCE messaging and promotions. The

budget for this task can vary depending on the size of the buy and the duration of campaigns.

Deliverables: Three campaign themes, up to 6 Facebook ads, media buy

Exhibit B
Schedule of Performance

Consultant shall conduct tasks according to the schedule set forth below. This schedule may be modified with the written approval of the Authority.

Task	Begin	Complete
2.1.1 Ongoing Project Planning and Coordination	April 2016	November 2016
2.2.1 Collateral Support	May 2016	November 2016
2.2.2 Animated Presentation Update	May 2016	May 2016
2.2.3 Brand Development	June 2016	July 2016
2.3.1 Website Support	May 2016	November 2016
2.4.1 Community Survey	May 2016	May 2016
2.4.2 Community Presentation	July 2016	August 2016
2.4.3 Social Media Strategy	July 2016	August 2016
2.4.4 Social Media Post Campaign (Optional*)	October 2016	March 2017

* Task 2.4.4 shall commence only with the written approval of the Authority.

Exhibit C
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of one hundred forty-five thousand five hundred dollars (\$145,500), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority. The estimated budget amounts shown below are estimates and may be adjusted across categories or tasks provided that the total costs do not exceed the total amount set forth in Section 3 of this Agreement.

Task	Estimated Budget
2.1.1 Ongoing Project Planning and Coordination	\$6,000
2.2.1 Collateral Support	\$12,000
2.2.2 Animated Presentation Update	\$6,000
2.2.3 Brand Development	\$13,500
2.3.1 Website Support	\$12,500
2.4.1 Community Survey	\$37,500
2.4.2 Community Presentation	\$4,000
2.4.3 Social Media Strategy	\$9,000
2.4.4 Social Media Post Campaign (Optional*)	\$45,000
Total	\$145,500

* Task 2.4.4 shall commence only with the written approval of the Authority.

Rates

Consultant Staff	Title	Hourly
Carie DeRuiter	Principal, Creative Director	\$220
Joyce Vollmer	Director of Strategic Communications	\$210
Deanna Lee	Director of Brand Management	\$160
Joan Chaplick	Senior Facilitator	\$175
Ed Canalin	Art Director	\$170
Tim Carroll	Senior Writer	\$165
Jamillah Jordan	Outreach Specialist	\$115

Consultant Staff	Title	Hourly
Steve Kojotas	Director of Technology	\$190
Tom Kelley	Senior Advisor	\$150
	Graphic Designer	\$150
	Graphic Production	\$110
	Software Engineer Manager	\$180
	Software Engineer	\$155
	Production Management	\$140
	Project Associate	\$120
	Project Associate	\$100

Direct costs will include meeting materials, print proofs, web hosting, voice over, sound studio, survey company, advertising buys and mileage. All direct costs will be at actual cost and be fully documented.

Invoices

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

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.

Additional Services

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

Exhibit D
Insurance Requirements and Proof of Insurance

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

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.



Staff Report – Item 14

To: Silicon Valley Clean Energy Authority Board of Directors

From: Erin Cooke

Item 14: Approve Professional Services Agreement with Joint Venture Silicon Valley for Business and Stakeholder Engagement Services

Date: 4/13/2016

RECOMMENDATION

Approve agreement substantially in the form shown in Attachment I with Joint Venture Silicon Valley for business community engagement and outreach services and reimbursement in an amount not to exceed \$68,000; and authorize the Board Chair to execute the agreement.

BACKGROUND

SVCEA became effective March 31, 2016, and will require time to develop its operational capacity including the hiring of staff to perform the work of SVCEA. In the meantime, SVCEA is proposed to utilize a combination of local member agency staff and consultant support under the direction of an interim contract Chief Executive Officer (CEO) to conduct the business of SVCEA. One key function well suited to be effectively served through consulting expertise in this next phase of SVCEA program development is community outreach and engagement. The ultimate goal of SVCEA's outreach efforts is to equip all community members with the information necessary to make informed decisions about their electricity service provider in advance of, and following, opt-out noticing anticipated in the winter of 2017.

Two consulting teams supported initial outreach to prospective residential (MIG, Inc.) and business (Joint Venture Silicon Valley) customers in the program's inaugural outreach phase, which drew 750 meeting attendees, connected with 50 new businesses, and registered 500 individuals to the SVCEA mailing list. Under agreement with the City of Cupertino, Joint Venture Silicon Valley (JVSV) led the initial business outreach planning and engagement activities for SVCEA. JVSV is a well-established 501(c)(3) nonprofit organization that facilitates analysis and action on issues affecting the region's economy and quality of life, bringing together business, government, and broader community entities to collaborate on important issues. JVSV has worked on issues related to innovative energy management and climate protection and is well positioned to provide key support to the Board and interim Chief Executive Officer (CEO) as it conducts the initial activities of launching a community choice energy (CCE) program and develops its organizational capacity.

ANALYSIS & DISCUSSION

Within the boundaries of SVCEA, commercial and industrial (C&I) electricity use at ‘bundled’ electricity customers represents 64% all electricity use in the area. Large commercial and industrial energy customers are typically very price sensitive, and many have sophisticated energy efficiency and demand management capabilities. Among thousands of bundled commercial energy customers in the area, a small number of customers (e.g. 100) represent nearly one-half of the entire commercial electric load. Thus, it is particularly important to identify and engage these large bundled C&I energy users in CCE formation and launch efforts.

At the same time, thousands of small and medium-sized (SMB) commercial businesses in the area are prospective customers of SVCE. While these customers represent smaller electric loads, they are often locally-based with deep roots and influence in the community. The principal challenge with this segment is establishing efficient and effective mechanisms for contacting and communicating with a large number of organizations.

To more fully engage these varied, and often highly complex, customers, Joint Venture Silicon Valley proposes to provide business community outreach services as shown in the table below, in partnership with Cupertino, which will serve as SVCEA’s community outreach project manager. These activities are critical to grow the initial phase of engagement, which was focused on introducing communities to CCE programs to inform Council decision-making. The current phase will reach a broad cross-section of the participating communities, amplifying efforts to activate new outbound and inbound techniques.

Key business stakeholder engagement activities are summarized below, and detailed in the attached Agreement’s Scope of Services Exhibit. These activities focus on Phase 2 (CCE program development) and do not fully address the prospective support needs for Phase 3 (CCE program launch).

Task	Estimated Budget
Task 1: Business Stakeholder Engagement Strategy and Planning – identify and deploy methods to engage key business stakeholders including Commercial & Industrial (C&I) customers, small-to-mid-sized businesses (SMB) customers, public service providers, vendors, business groups and other institutions.	\$3,000
Task 2: Business Stakeholder Identification and Management - maintenance and ongoing development of business stakeholder database and contact history.	\$11,000
Task 3: C&I Customer Communications - develop and distribute quarterly communications to C&I customer group, and develop preferences survey.	\$4,500
Task 4: Development and Conduct of a Business Engagement Event Series - develop and conduct C&I-focused ‘in person’ event in May/June timeframe, and webinar in the fall timeframe to further engage and educate prospective C&I customers.	\$11,000
Task 5: C&I Customer Introductory Calls - conduct introductory calls/direct communications with ‘top 100’ C&I customers new to SVCEA development efforts and not involved in outreach activities to date.	\$9,500
Task 6: Direct Engagement with Selected C&I Customers - schedule and conduct on-site meetings with five large C&I customers, to further understand C&I customer needs and preferences, and build relationships.	\$5,000

Task	Estimated Budget
Task 7: Small and Medium Business Engagement - meet with local chamber of commerce in participating jurisdictions, establish channels, and distribute regular (e.g. quarterly) communication with small and medium businesses.	\$7,000
Task 8: Engagement of Prospective Partners as Business Stakeholders - establish process and mechanism for collection of relevant product and services data from interested vendors, ongoing communications, and a plan for future development of an integrated 'energy services vision' for SVCEA.	\$5,000
Task 9: Conduct Presentations to Relevant Business Groups - conduct periodic 'ad-hoc' meetings with relevant business groups in the area, as requested and mutually agreed.	\$3,000
Task 10: Establishment of a Commercial Stakeholder Advisory Function - work with SVCEA team to develop a business stakeholder advisory function, recruit advisors and conduct first meeting (if separate from other SVCE advisory bodies).	\$9,000
Task 11: Ongoing Joint Venture Support - publicize and support SVCEA activities as appropriate in JYSV communications and convenings, via Public Sector Climate Task Force, SEEDZ and Board events (at no cost).	--
Total	\$68,000

Compensation to Joint Venture Silicon Valley will be based on hourly rates and reimbursable expenses as set forth in the agreement. The estimated budget amounts may be adjusted so long as the costs remain within the not-to-exceed amount of \$68,000. The agreement will be for a term of April 13, 2016 to December 31, 2016, with an option to extend the term for an additional six months.

ATTACHMENTS

- I. Agreement with Joint Venture Silicon Valley for Business Community Engagement Support Services

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY AND
JOINT VENTURE SILICON VALLEY FOR
BUSINESS COMMUNITY ENGAGEMENT SUPPORT SERVICES**

THIS AGREEMENT, is entered into this 13th day of April, 2016, by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and Joint Venture Silicon Valley, a 501(c)(3) nonprofit organization whose address is 100 West San Fernando Street, Suite 310, San Jose, CA 95113 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

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

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

C. Authority and Consultant desire to enter into an agreement for business community engagement support related to Silicon Valley Clean Energy upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on April 13, 2016, and shall terminate on December 31, 2016, unless terminated earlier as set forth herein. The Agreement term may be extended for a period of up to six months if mutually agreed by the Parties in writing by December 15, 2016.

2. **SERVICES TO BE PERFORMED**

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

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed sixty-eight thousand dollars (\$68,000.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

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

6. **INDEPENDENT PARTIES**

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

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, , or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance

covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

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

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

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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

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

11. CONFLICT OF INTEREST

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

12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of

Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

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

13. **SUBCONTRACTOR APPROVAL**

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

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

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

14. **REPORTS**

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

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

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

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual

or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. **PARTY REPRESENTATIVES**

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

17. **CONFIDENTIAL INFORMATION**

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

18. **NOTICES**

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

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

TO AUTHORITY:
505 W. Olive Avenue
Suite 130
Sunnyvale CA 94086
Attention: Chief Executive Officer

TO CONSULTANT:
Don Bray
Joint Venture Silicon Valley
100 West San Fernando St, Suite 310
San Jose, CA 95113

19. **TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may

terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

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

21. **CONFLICT OF LAW**

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

22. **ADVERTISEMENT**

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

23. **WAIVER**

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

24. **INTEGRATED CONTRACT**

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

25. **AUTHORITY**

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

26. **INSERTED PROVISIONS**

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

27. **CAPTIONS AND TERMS**

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

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

JOINT VENTURE SILICON VALLEY
A 501(c)(3) Nonprofit Organization

By Russell Hancock

Title President & CEO

Date _____

SILICON VALLEY CLEAN ENERGY
AUTHORITY
A Joint Powers Authority

By _____

Title Board Chair

Date _____

RECOMMENDED FOR APPROVAL

Erin Cooke, Communications Manager

APPROVED AS TO FORM:

Counsel for Authority

ATTEST:

Authority Clerk

Exhibit A
Scope of Services

Key Business Stakeholder Engagement Activities

Consultant will work as part of the SVCE team to help plan, initiate and execute relevant business stakeholder engagement activities, as part of the team's broader outreach program development efforts. Key business stakeholder engagement activities are summarized below:

Task 1: Business Stakeholder Engagement Strategy and Planning: ongoing development of strategy and planning for engagement of key business stakeholders, including Commercial & Industrial (C&I) customers, small-to-mid-sized business (SMB) customers, public service providers, vendors, business groups, and other institutions.

Task 2: Business Stakeholder Identification and Management: maintenance and ongoing development of business stakeholder database and contact history.

Task 3: C&I Customer Communications: develop and distribute quarterly communications to C&I customer group, and develop preferences survey.

Task 4: Development and Conduct of a Business Engagement Event Series: develop and conduct C&I-focused 'in person' event in May/June timeframe, and webinar in the fall timeframe to further engage and educate prospective C&I customers.

Task 5: Commercial & Industrial (C&I) Customer Introductory Calls: conduct introductory calls/direct communications with 'top 100' C&I customers new to SVCE development efforts and not involved in outreach activities to date.

Task 6: Direct Engagement with Selected C&I Customers: schedule and conduct on-site meetings with five large C&I customers, to further understand C&I customer needs and preferences, and build relationships.

Task 7: Small and Medium Business Engagement: meet with local chamber of commerce in participating jurisdictions, establish channels, and distribute regular (e.g. quarterly) communication with small and medium businesses.

Task 8: Engagement of Prospective Partners as Business Stakeholders: establish process and mechanism for collection of relevant product and services data from interested vendors, ongoing communications, and a plan for future development of an integrated 'energy services vision' for SVCE.

Task 9: Conduct Presentations to Relevant Business Groups: conduct periodic 'ad-hoc' meetings with relevant business groups in the area, as requested and mutually agreed.

Task 10: Establishment of a Commercial Stakeholder Advisory Function: work with SVCE team to develop a business stakeholder advisory function, recruit advisors and conduct first meeting (if separate from other SVCE advisory bodies).

Task 11: Ongoing Consultant Support: publicize and support SVCE activities as appropriate in JVSV communications and convenings, via Public Sector Climate Task Force, SEEDZ and Board events (at no cost).

Exhibit B
Schedule of Performance

Consultant Silicon Valley support for Business Stakeholder Engagement activities will run approximately seven months (30 weeks) from late April 2016 to late November 2016. Consultant shall conduct tasks according to the schedule set forth below. This schedule may be modified with the written approval of the Authority.

Task	Begin	Complete
Task 1: Business Stakeholder Engagement Strategy and Planning	April	November
Task 2: Business Stakeholder Identification and Management	April	November
Task 3: C&I Customer Communications	April	October
Task 4: Development and Conduct of a Business Engagement Event Series	May	November
Task 5: C&I Customer Introductory Calls	May	October
Task 6: Direct Engagement with Selected C&I Customers	April	November
Task 7: Small and Medium Business Engagement	May	November
Task 8: Engagement of Prospective Partners as Business Stakeholders	May	November
Task 9: Conduct Presentations to Relevant Business Groups	June	November
Task 10: Establishment of a Commercial Stakeholder Advisory Function	September	November
Task 11: Ongoing Consultant Support	April	November

Exhibit C
Compensation

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

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit “A” and reimbursable expenses shall not exceed a total of sixty-eight thousand dollars (\$68,000), as set forth below. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

Task	Estimated Budget
Task 1: Business Stakeholder Engagement Strategy and Planning	\$3,000
Task 2: Business Stakeholder Identification and Management	\$11,000
Task 3: C&I Customer Communications	\$4,500
Task 4: Development and Conduct of a Business Engagement Event Series	\$11,000
Task 5: C&I Customer Introductory Calls	\$9,500
Task 6: Direct Engagement with Selected C&I Customers	\$5,000
Task 7: Small and Medium Business Engagement	\$7,000
Task 8: Engagement of Prospective Partners as Business Stakeholders	\$5,000
Task 9: Conduct Presentations to Relevant Business Groups	\$3,000
Task 10: Establishment of a Commercial Stakeholder Advisory Function	\$9,000
Task 11: Ongoing Consultant Support	--
Total	\$68,000

Rates

MIG Staff	Title	Hourly
Don Bray	Director, Smart Energy Enterprise Development	\$68
Kara Gross	Director, Economic Development Alliance	\$68
Rachel Massaro	Vice President	\$68
Melinda Chacon	Executive Assistant	\$40
Jill Jennings	Web Designer & Developer	\$40

As noted in the Scope of Service Narrative, it is anticipated that Consultants' support for Business Stakeholder Engagement activities will run approximately seven months (30 weeks), from late April 2016 to late November 2016.

[Don Bray](#) will serve as the primary day-to-day resource for the Consultant on this project. Through his professional experience and work with the SEEDZ Initiative, and work to date with the Silicon Valley Community Choice Energy Partnership, Don is knowledgeable and well-connected with corporate energy and sustainability professionals in the area. In addition, he will be assisted on an occasional/as-needed basis by other experienced Joint Venture Silicon Valley resources, including Kara Gross, Rachel Massaro, Melinda Chacon and Jill Jennings, for incremental contact development, administration, and/or other activities where requested by SVCE.

Invoices

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

Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and shall only be reimbursed to the extent consistent with Authority's travel policy.

Additional Services

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

Exhibit D
Insurance Requirements and Proof of Insurance

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

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.