



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 8, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT WITH PILOT POWER GROUP, INC. FOR FEASIBILITY AND TECHNICAL ANALYSIS OF FORMING A LOCAL COMMUNITY CHOICE AGGREGATION PROGRAM

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute the attached agreement (Exhibit 1) with Pilot Power Group, Inc. to prepare a feasibility and technical analysis for forming a local community choice aggregation (CCA) program; and 2) authorize the City Manager to make non-substantive changes to the agreement as approved to form by the City Attorney.

BACKGROUND:

California legislation (AB117) enables cities and counties to form a CCA program to pool their residential, business and municipal electricity loads and purchase and/or generate electricity on their behalf. Under such a program, the CCA becomes the electric power provider, which is also commonly referred to as a Community Choice Energy program or CCE. PG&E would transmit and bill for the power. However, customers also maintain the ability to opt out of the program and continue to receive their power directly from PG&E.

Cities in Santa Cruz, Monterey, and San Benito counties are also in the process of forming a CCA cooperatively through a joint powers authority (JPA) referred to as Monterey Bay Community Power. The City Council considered membership in the JPA during a number of meetings, but decided at the March 28, 2017 meeting to instead pursue establishing the City's own CCA. The objective was to establish a CCA that provides for more local control in order to design a program that will maximize benefits to the local community.

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Three specific goals were recommended. These included 1) reducing electric customer rates; 2) increasing use of renewable resources, particularly through generation of local sources, such as solar plants, wind power, and programs to offer rooftop solar projects for low-income families at a reduced or no cost; and 3) installation of additional energy efficient streetlights throughout the City.

An initial technical analysis was provided when the City Council considered options on how to proceed. Staff was directed to issue a Request for Proposal (RFP) to select a firm to provide a more thorough analysis before deciding on whether or not to proceed. If the City Council decides not to proceed, the City will still have the option at a future time to join Monterey Bay Community Power.

Staff prepared and issued an RFP, which is attached as Exhibit 2. The RFP was distributed to all electric service providers listed on the California Public Utilities Commission (CPUC) website. The contract is proposed to be structured in two phases. The first phase will be to provide all feasibility and technical analysis necessary to fully assess with a high level of reliability the projected costs, revenues, operational considerations, and likelihood of long-term success of forming a CCA. Based on the results of Phase I, the City Council will be asked to decide at that time whether to proceed to Phase II. The second phase will be to develop, launch and operate the CCA on an ongoing basis on behalf of the City.

DISCUSSION:

In order to minimize up-front costs and establish an expeditious process, it is recommended to select the firm at this time to perform both Phase I and Phase II, even though the City will only be committing to Phase I. If the City Council decides to proceed to Phase II at the conclusion of Phase I, a new contract or amendment to this contract will be proposed at that time. Therefore, at the conclusion of the feasibility and technical analysis, the City Council will have the options of 1) approving a contract with Pilot Power Group, Inc. to develop, launch and operate the CCA; 2) going back to the Monterey Bay Community JPA and joining when they provide the next opportunity; or 3) not proceeding with a CCA.

The RFP requested the program be set up as a turnkey operation. Therefore, while the proposals can include teams of consultants, staff recommends the City contract with only one firm that will lead and be responsible for the team's performance. With a small number of staff, it is not feasible for the City to manage a number of individual contracts.

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Three responses to the RFP were received by the following three firms.

- The Energy Authority (TEA)
- Pilot Power Group, Inc.
- Commercial Energy of California

Proposals were received by TEA and Pilot Power Group, Inc. It was clarified by Commercial Energy of California that their submittal was "an outline of a service solution."

Submittals were evaluated by a review committee, consisting of the City Manager, City Engineer and City consultant Barbara Boswell, who is with Bayshore Consulting Group. Ms. Boswell previously worked with the City of Lancaster where she was instrumental in the formation of their CCA. Since then, she has assisted other jurisdictions with work to form their CCA programs.

Proposals were evaluated based upon the following criteria:

1. Experience, expertise and qualifications of the firm and/or team;
2. Degree to which the proposed scope of work and methodology meets the goals of the City;
3. Cost;
4. Degree to which the approach of the firm and/or team will address community and customer service needs;
5. Degree to which the proposed scope of work and methodology will minimize City risks associated with the proposed program; and
6. Overall ability of proposal to meet the City's needs.

Pilot Power Group, Inc. was unanimously recommended by the Review Panel. Their team includes the following other firms:

- GRID Alternatives (Income Qualified Programming)
- EDMS (Back Office, Customer Care)
- Concorde Communications/Answering 365 (Customer Care – Call Center)

Two proposals were received that included fixed costs for Phase II work. Of the two received, Pilot Power was the lowest cost. The third response included a concept that was based on percentage of revenues, which the Review Committee did not feel was preferable to a fixed cost proposal.

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The panel felt the Pilot Power Group, Inc. proposal was particularly strong with regard to solutions proposed to meet local needs. All the agents serving King City from the Concorde Communications/Answering 365 call center will be bilingual. Pilot Power Group, Inc. proposes to partner with GRID Alternatives, a local non-profit, to offer subsidized programs that provide rooftop solar equipment at a reduced cost to the CCA. The program could benefit low-income families, schools, and other community groups and institutions. A key component of their program is that it includes job training for disadvantaged individuals from the community. In addition, they will be evaluating the potential for a wireless solar streetlight program to be constructed by GRID Alternatives.

Pilot Power Group, Inc. also proposes to provide a high level, estimated, cost metric to build a solar power plant on the City's landfill property. The cost metric will be based on the cost of a theoretical EPC (engineering, procurement and construction) contract with GRID Alternatives, which would include a significant job training component. The estimated cost metric does not include a power plant feasibility study, which would need to be conducted at a later time.

Other alternatives have been identified to pursue some type of value from the landfill property, which has been a financial liability and accumulated over \$800,000 in costs for groundwater monitoring and other closure requirements. For example, interest has been received for cannabis cultivation greenhouses and other opportunities to structure solar energy projects. Staff believes a CCA solar project would have the highest level of feasibility for approval from the Regional Water Quality Control Board and would provide the greatest overall public benefit. Staff believes that the analysis may also determine that the entire site is not needed for the solar power plant and sale of a portion could be later sold for these other options. Therefore, it is staff's recommendation to first assess the feasibility of this option and then pursue other alternatives if it is determined not to be cost effective. However, staff requests City Council direction if you prefer staff pursue other options at this time.

It is very important to ensure the accuracy and objectivity of both the process and all data and analysis on which the City Council will be basing its decisions. Since staff has limited expertise in the area of CCA operation and electric power purchasing, two recommendations will be made as the effort proceeds. First, it is proposed to contract with a separate firm to conduct a peer review on the feasibility and technical analysis provided by Pilot Power Group, Inc. Second, it is recommended the City maintain a contract with Bayshore Consulting Group so staff can consult with Ms. Boswell when necessary on issues that may arise throughout the process.

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Under the proposed agreement, in order to minimize the City's up-front costs, Pilot Power Group, Inc. will provide up to \$10,000 in bridge funding to be used for the third-party peer review of the feasibility and technical analysis work performed in Phase I. If the results of the third-party peer review clearly demonstrate any significant and incurable defects in their analysis, the City will have no obligation to repay the bridge funding. If no significant and incurable defects are clearly demonstrated, but the City decides not to move forward to Phase II, the entire amount of bridge funding would be paid by the City. If the City moves forward to Phase II, the bridge funding will be rolled into Phase II costs for collection from future City CCA revenue.

COST ANALYSIS:

The process has been structured so that minimal legal and consultant costs are necessary in Phase I. If the City decides not to proceed to Phase II, the total cost to the City's General Fund is projected to be up to \$12,000 to \$15,000. Those costs are assuming the third-party peer review is conducted, which would only be requested if the results of the analysis support proceeding. The process will become much more involved in Phase II, requiring a higher level of legal and consultant assistance. However, at that point, all costs will be reimbursed by the CCA after it is launched. Therefore, staff projects there will be no cost impact to the General Fund if the City Council decides to move forward to Phase II.

ENVIRONMENTAL REVIEW:

Environmental review will be addressed as part of the planning process and presented to the City Council at the time a recommendation is made whether to proceed.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendation;
2. Approve the proposed contract with Pilot Power Group, Inc., but direct staff to not pursue a cost analysis of a CCA solar power plant at the landfill and instead provide City Council information on other alternatives for that property;
3. Make other changes to the proposed contract and approve;
4. Do not approve staff's recommendation and select another proposal;

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5. Do not approve staff's recommendation and do not proceed with formation of a City CCA; or
6. Provide staff other direction.

Exhibits:

1. Contract Services Agreement
2. CCA RFP
3. Pilot Power Group, Inc. Proposal

Approved by: _____


Steven Adams, City Manager

**CITY OF KING
CONTRACT SERVICES AGREEMENT FOR
COMMUNITY CHOICE AGGREGATION PROGRAM
FEASIBILITY AND TECHNICAL ANALYSIS**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2017, by and between the CITY OF KING, a California municipal corporation ("City") and PILOT POWER GROUP, INC., a corporation (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform all Phase I work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. At the conclusion of Phase I, City shall make a determination whether to proceed with Phase II. If the decision is made to proceed, Consultant agrees to perform all Phase II work or services set forth in Exhibit A Scope of Services consistent with the terms of the Proposal in Response to the City of King Community Choice Aggregation Program Request for Qualifications & Proposals submitted by Consultant to City dated June 15, 2017 (herein "Proposal"). Such work shall be performed under a separate contract or amendment as mutually agreed to by City and Consultant at that time. City shall not enter into an agreement with any firm other than Consultant for the Phase II Scope of Services for a period of two years from the completion of Phase I, or, if the City unilaterally terminates this Agreement without cause, from the date of the City's termination, unless Consultant requests to change the terms of the Proposal or fails to perform the Phase II Scope of Services as set forth in the Proposal. Nothing in this Agreement shall preclude the City from joining the Monterey Bay Community Power Joint Powers Authority. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. All Phase I costs are absorbed by Consultant and there shall be no charge to City. Consultant shall also reimburse City up to ten thousand dollars (\$10,000) in bridge funding to be used for a third-party peer review of Consultant's feasibility work performed in Phase I. If the results of the third-party review clearly demonstrate any significant and incurable defects in Pilot's analysis, City will have no obligation to repay the bridge funding. If no significant and incurable defects are clearly demonstrated, but the City decides not to move forward to Phase II, the entire amount of bridge funding will be immediately due and payable to Consultant. If the City moves forward to Phase II, the bridge funding will be rolled into Phase II costs for collection from future City CCA revenue.

2.2 Additional Services. Work beyond that specified in the Scope of Services will only be performed by written agreement of the Parties.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Kelly Foley is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional five (5) year period, Consultant shall annually and/or upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of

Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement. If City makes the determination to proceed with Phase II, Consultant shall also indemnify, defend and hold harmless the King City CCA for any legal challenges under Proposition 26, provided King City receives prior written approval from Pilot for headroom expenditures.

The provisions of this Section shall survive the expiration or termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena, regulatory agency order, or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant will provide any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. Hard copies and electric versions of all studies, surveys, data, notes, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Section.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination without cause, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination without cause, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise,.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer, employee or consultant of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees and costs, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion No official, officer, employee or consultant of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, employee or consultant of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, employee or consultant, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, employee or consultant, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

Mike Lebarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		_____
_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following services:

Consultant will provide all of the services, products, and support needed to investigate, and subsequently, develop, launch and operate, a successful and robust City CCA. Consultant's work will be divided into Phase I and Phase II. In Phase I Consultant will provide all of the feasibility and technical analysis "necessary to fully assess with a high level of reliability the projected costs, revenues, operational considerations, and the likelihood of the long-term success of forming" a City CCA. If the City Council decides to move forward to Phase II, Consultant will then develop and launch (Phase II.a) the City CCA, followed by operating the City CCA on an ongoing basis (Phase II.b).

With the exception of City Council and Staff time, regardless of whether the City decides to move forward with Phase II, all Phase I costs will be absorbed by Consultant. If the City decides to move forward with Phase II, all of the Phase II costs, including collateral and credit requirements, will be funded by Consultant for collection from future CCA revenues.

The following sections describe in detail the scope of services, alphabetically organized by functional area:

I. ACCOUNTING AND FINANCE

Accounting and Finance includes but is not limited to (1) risk management; (2) GAAP and regulatory accounting; (3) general, project, and power procurement financing and credit; (4) pro forma development and maintenance; (5) lockbox and waterfall administration; and (7) business planning.

Phase I Deliverables. A key component of assessing CCA feasibility in Phase I is the development and analysis of a City CCA Pro Forma. Utilizing a user-friendly dashboard, with assistance from Consultant, the City can run a number of rates, pricing, and supply scenarios through the Pro Forma, receiving instant forecasts of the resulting "Headroom."¹ The following graphics provide illustrations of the dashboard and the summary tab of the Pro Forma. The masking of the summary tab of the Pro Forma is to avoid inadvertent disclosure of potentially confidential information.

¹ "Headroom" references actual or forecasted CCA net revenues.



Reduction of Eon Rate **RESET VARIABLES**

Unaffected Factor **0.25%**

Opt-Out Rate **0.25%**

Renewable Purchase **27.8%**

EMS Purchase **0.0%**

System Purchase (w/wh) **73.0%**

Rate Subsidization Fund **0.0%**

Override Cat 2 **No**

Opt Up 100% Penetration **0%**

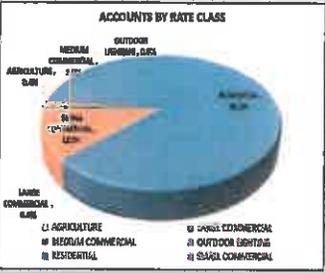
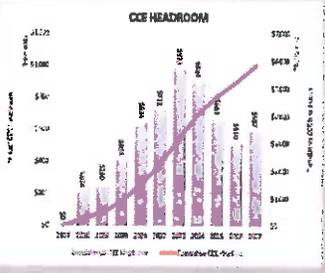
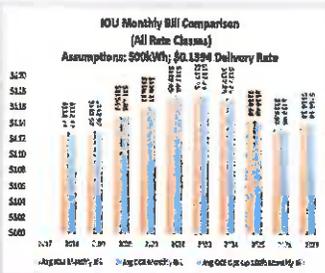
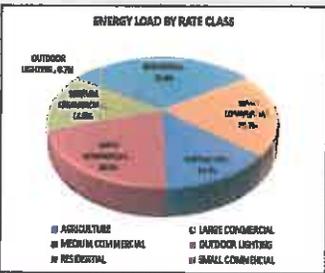
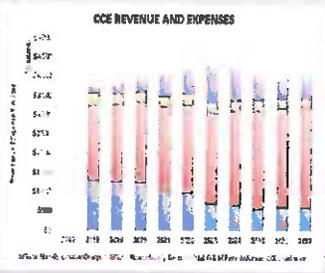
Opt Up Premium Recovery **No**

Account Factor

Residential	100%
Small Commercial	100%
Medium/Large Commercial	100%
Agricultural	100%
Lighting	100%

Load Factor

Residential	100%
Small Commercial	100%
Medium/Large Commercial	100%
Agricultural	100%
Lighting	100%



Rate Class	Provider 1	Provider 2	Provider 3	Provider 4	Provider 5
Residential	12.285	12.728	12.822	12.857	13.151
Small Commercial	3.555	3.630	3.742	3.786	3.830
Medium Commercial	5.385	5.586	5.676	5.746	5.816
Large Commercial	8.550	8.550	8.550	8.773	8.773
Agricultural	3.400	3.400	3.400	3.400	3.400
Lighting	325	325	325	325	325

Financial Analysis of King City

Confidential

YEARLY PRO FORMA

Start Month: None Jan Jan Jan Jan Jan Jan Jan Jan Jan Jan



	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Customer Accounts											
Residential											
Small Commercial											
Medium Commercial											
Large Commercial											
Agricultural											
Lighting											
Total Accounts											
Customer Load (MWh)											
Residential											
Small Commercial											
Medium Commercial											
Large Commercial											
Agricultural											
Lighting											
Total Retail Load (MWh)											
Distribution Losses											
Total CAISO Load (MWh)											
Total MWh											
PGE Revenues											
Gross Revenue											
CARE Reduction											
Opt Up 100% Cat 1 Premium Recovery											
Net Revenue											
Per MWh											
PGE Non-Bypassable Charges											
Franchise Fees											
Schedule CCA-CRS (PCA DWR-BC)											
Total Non-Bypassable Charges											
Per MWh											
CCE Gross Revenues											
Power Supply Costs											
RPS Requirements											
System Purchases											
Renewable Purchases											
Renewable Purchases (Cat 1)											
Renewable Purchases (Cat 2)											
Zero GHG Purchases											
Voluntarily 100% Renewable (Cat 1)											
Resource Adequacy											
Net Congestion Costs											
CAISO Charges											
IOU Service Charges											
Total Power Supply Costs											
Per MWh											
Per MWh CCE Bundle											
Per MWh CCE Opt Up 100%											
Opt Up Premium											
CCE Headroom over Utility											
Pilot Power Group Fees											
Professional Services											
Data Management and Call Center											
Debt Service Charge (DSC)											
Fees on Notice / Communications											
Total O & M Fees											
Per MWh											
Net CCE Revenue											
Bad Debt Reserve											
Customer Rate Reduction											
Rate Stabilization Fund											
Annual CCE Headroom											
Net CCE Revenue Per MWh											
Cumulative CCE Headroom											
Cumulative Rate Stabilization Fund											
Cumulative Bad Debt Reserves											
Rate Metrics											
IOU Customer Rate (MWh)											
CCE Customer Rate (MWh)											
CCE Opt Up Customer Rate (MWh)											
CCE Customer Rate Savings (MWh)											
CCE Rate Surcharge											
Pilot Fees per MWh (not including DSC)											
DSC per MWh											
Total Fees Including DSC											
Rate Stabilization Fund (MWh)											
Non-Energy to Energy Ratio											
Savings by Account Type											
Residential											
Small Commercial											
Medium/Large C&I											
Agriculture											
Lighting											
Opt Up 100% Renewable Volume											
Volume less Opt Up 100%											
ASSUMPTIONS: 50% IWB - 50,13% Delivery Rate											
Avg IOU Monthly Bill											
Avg CCE Monthly Bill											
Avg CCE Opt Up 100% Monthly Bill											
Annual savings between IOU to CCE Billing											
Rate Reduction between IOU and CCE											

The Pro Forma will be fully customizable and will include, but not be limited to:

- Energy pricing and supply
- Operations expense
- Administrative and general expenses
- Reserve funding
- Adjustments to portfolio balances, such as an increase in renewable or carbon-free energy
- The PG&E Generation Credit, Power Charge Indifference Adjustment (“PCIA”), Department of Water Resources Bond Charge (“DWR-BC”) and Franchise Fee Surcharge (“FFS”)
- PG&E bundled tariff rates
- Prior year revenue shortfalls, if any
- The cost and impact of new programming initiatives
- Regulatory and legislative developments
- Opt-out rates and uncollectible amounts

Consultant will provide the City up to \$10,000 in bridge funding. The funding may only be used for the third-party review of Consultant’s feasibility work performed in Phase I. If the results of the third-party review clearly demonstrate any significant and incurable defects in Consultant’s analysis, the City will have no obligation to repay the bridge funding. If no significant and incurable defects are clearly demonstrated, but the City decides not to move forward to Phase II, the entire amount of bridge funding will be immediately due and payable. If the City moves forward to Phase II, the bridge funding will be rolled into Phase II costs for collection from future City CCA revenue.

Consultant will also provide a high level, estimated, cost metric to build a solar power plant on the City’s landfill property. The cost metric will be based on the cost of a theoretical EPC (engineering, procurement and construction) Contract with Grid Alternatives, which would include a significant job training component. The estimated cost metric does not include a power plant feasibility study, which would need to be conducted in Phase II.

Phase II Deliverables. In Phase II, the City CCA financial and regulatory accounting systems will be established and maintained. The regulatory accounting systems focus primarily on maintaining and generating data needed for rate setting (as further discussed in Section V, *Legal and Regulatory*). The financial accounting systems will follow GAAP accounting rules and are the basis for the monthly financial and accounting reports Consultant will prepare for presentation to, and review and approval by, the City.

In Phase II, Consultant will fund all City CCA credit and collateral needs. These needs include but are not limited to City CCA startup costs, financial postings such as the California Public Utilities Commission (“CPUC”) CCA “bond” requirements, and credit and collateral for both bilateral and CAISO power purchases. All deferred costs will be accrued and assessed interest at the rate indicated in the Cost Proposal. The collection of deferred costs will occur on a monthly basis, levelized over the first year following flow of CCA revenues.

All City CCA revenues and expenses will flow through a fiduciary “lockbox” account. Customer payments, which are the nearly exclusive source of City CCA revenues, will be collected by PG&E for remittance to the City CCA lockbox account. The lockbox will require authorization from both Consultant and the City prior to withdrawing funds, but the funds will at all times be the property of the City CCA. Withdrawal of funds will follow a preferential “waterfall” in the following order: 1) governmental obligations such as the Electric Energy Surcharge and, if applicable, utility user taxes; 2) power and related purchases; 3) third-party vendors; 4) Consultant fees; and 5) City CCA funding such as reserves or rate stabilization.

On an annual basis, Consultant will provide a City CCA financial review and will assist with a third-party audit of the City CCA finances. On an ongoing and as-needed basis, Consultant will provide the City with risk management and strategic business planning support.

II. BACK OFFICE

Back Office includes but is not limited to (1) data management; (2) CAISO and utility settlements; and (3) operations planning. All Back Office services will be provided by Consultant's sister company, EDMS.

Phase I Deliverables. No Back Office services are needed during Phase I.

Phase II Deliverables. The following services will be provided in Phase II:

- **Automation:** Automated processes retrieve, categorize, store, and read City CCA EDI usage data provided by PG&E. The processes also apply any published loss factors or load profiles to the data as needed. EDMS transmits an EDI file to PG&E with all required information as soon as meter data is received from PG&E. EDMS personnel will closely monitor these processes daily to ensure smooth operation and quickly detect any issues with utility data files. Based on years of serving multiple energy service providers in PG&E's territory,
- **Reporting at any level:** EDMS stores interval meter data at the meter level so that data can be reported for any individual or group of meters. This capability will be used if the City CCA seeks to develop special rate designs for various customer classes.
- **Automatic validation of usage data:** Data that does not meet EDMS's fully configurable validation standards is reported to PG&E for confirmation to ensure the highest level of accuracy. Data that fails validation is automatically quarantined in order to prevent bills from being generated based on erroneous information. EDMS will be vigilant to avoid re-bills and other actions that negatively impact City CCA customers.
- **Net Metering:** Net load and net generation channels will be stored and can be reported on separately to provide the complete picture. EDMS can support Net Metering that replicates PG&E's existing program as well as assist the City CCA in developing new Net Metering programs.
- **Attention to detail:** EDMS checks to make sure that data is received for all active meters, ensuring that no accounts slip through the cracks due to missing meter data or meter issues.

The California Independent System Operator ("CAISO") requires that the City CCA scheduling coordinator (i.e. Consultant) submit its own meter data according to strict deadlines. This data will provide the basis for financial settlement with the CAISO. EDMS's automated systems will provide both quality control and timely submission to the CAISO.

- **Aggregation of meter data:** EDMS submits an aggregation of the metered load plus losses to CAISO at the hourly DLAP-level. As the data is still held at the most granular level, reporting at any level of analysis is possible.

- **Automated Data Validation:** Software checks aggregated meter data for any missing intervals at the meter level by comparing account start and stop dates with available data to ensure that no meters are left out of the aggregated total.
- **Bottom-up approach:** EDMS's bottom-up approach to meter data ensures the highest level of accuracy since each meter is validated individually.
- **Post-submission monitoring:** If PG&E revises meter data, EDMS will provide the reporting tools to capture any difference between the data submitted to CAISO versus the most current data in the system. EDMS monitors the difference to determine if resubmission and/or resettlement are warranted.
- **Annual CAISO self-audit:** CAISO requires that the City CCA scheduling coordinator performs a self-audit of its meter data submittal process. EDMS, in cooperation with Consultant, performs this annual self-audit of its SQMD system on behalf of the City CCA. The audit will help ensure that EDMS is consistent in applying its procedures and controls to all settlement quality meter data.

EDMS employs a full-time, in-house software development team to design systems from the ground up. The development team can write custom software to suit the City CCA's reporting needs. Reporting can include but is not limited to:

- Load/usage reporting at any level of analysis
- Pricing/market reports
- Invoice/billing reports
- CAISO settlement reporting
- SQMD reporting

EDMS's systems retrieve, store, and report on CAISO settlement data. Raw data is available to be viewed or reported on by EDMS. EDMS handles weekly payments to and invoices from the CAISO on behalf of the City CCA.

- **Detailed Reporting:** EDMS can report detailed information about each CAISO charge code assessed on City CCA scheduled load.
- **Settlement Data Validation:** EDMS analyzes and validates the City CCA settlement data to ensure that the CAISO is using the correct pricing when billing.

III. CUSTOMER CARE

Customer Care includes but is not limited to (1) public education and engagement; (2) call center services; (3) escalation services; (4) key accounts management; and (5) website. Public Education and engagement, escalation services and key accounts management will be provided by Consultant, while Consultant's sister company, EDMS will provide the website, and Consultant's strategic partner, Answering365/Concorde Communications/Answering365 ("Answering365"), will provide call center services.

Phase I Deliverables. Consultant will provide introductory public education and engagement support during Phase I. Through workshops, town hall meetings, presentations during City Council meetings and a number of other possible venues, Consultant will educate the community on the Phase I feasibility analysis as well as general CCA concepts.

Phase II Deliverables. In Phase II, public education and engagement continues, with an expanded focus on City CCA planning, processes, benefits and community feedback. If desired by the City, Consultant will build and operate City CCA social media channels. Engagement of key large commercial customers also commences through the establishment of close working relationships with the appropriate customer contacts. If desired by the City, Consultant will also build out enhanced City CCA media channels such as television, radio, billboard, and print.

EDMS will design, launch and maintain a City CCA website. The website can be embedded/linked to the City website or exist as a separate entity. Initially, the website will contain informative content and a portal for taking City CCA email inquiries and broadcast subscriptions. When the City CCA enrollment noticing commences, the website will provide a portal for opting out of City CCA service and for opting into special programs the City CCA may offer. EDMS will also establish and operate a Customer Care interactive voice response ("IVR") option. The scripting for the IVR will be developed by Consultant for approval by the City. The IVR seamlessly integrates with the Answering365 live call center service.

Answering365 will commence call center service at the same time that City CCA enrollment notices are mailed. All Answering365 employees will undergo an extensive hiring process that consists of group and behavioral interviewing, comprehensive testing and background checks. Answering365 shall minimize staff turnover by providing a higher than average compensation and benefits package. Call agents will receive a 12-week training program.

Answering365 shall provide multilingual translation services, optional evening and weekend extended hours and comprehensive scheduling software. 100% of Answering365 call center agents responding to King City CCA calls will be bilingual Spanish speakers. The software tracks all City CCA call history for use in improving Call Agent scheduling to ensure minimal City CCA hold times and reduce the risk of abandoned calls. Consultant will provide all of the CCA training for Answering365 Call Agents, while EDMS operates a small back-up call center for addressing escalated or highly complex issues.

IV. EXECUTIVE MANAGEMENT

Executive Management includes but is not limited to (1) general oversight and management; (2) dedicated account executive; (3) coordination and liaison with strategic partners, agencies, and other third parties; (4) vendor engagement; (5) customized progress reporting; and (6) interactive scenario simulation dashboard.

Phase I Deliverables. During Phase I, Consultant will provide a dedicated account executive to provide a single point of contact for the City, clear and helpful communication, and prompt and thorough responsiveness. From scheduling to one-on-one technical assistance to major problem solving, the account executive is appointed to serve the needs of the City CCA. If the City moves forward to Phase II, with approval by the City, the same account executive will be assigned for Phase II.

Phase II Deliverables. In Phase II, the account executive will continue to provide the same personal service with a greatly expanded base of coverage. At the same time, in-house managers at Consultant, EDMS and Answering365 will oversee the day-to-day operations of their respective services. Managers from the three partners will coordinate and communicate on a daily basis and will always be available for City CCA meetings and appearances. Through the dual structure of the dedicated account executive and assigned functional managers, interactions with third parties such as government agencies and outside vendors will be fully covered. All vendor engagement will incorporate least cost/best fit competitive procurement strategies.

Pre-launch Consultant will assist the City in establishing City CCA governance policies and procedures to provide City Council and Staff guidance in the effective administration and oversight of the City CCA. If so directed, Consultant will also assist the City in establishing City CCA committees, including those comprised of members of the community. In addition to appearing at City CCA related Council meetings, the account executive will be available to staff all City CCA committee meetings.

Consultant will formally present to the City CCA as frequently as monthly on all aspects of the City CCA. Reporting will cover customer participation and satisfaction, finance and accounting, programming efforts, environmental impacts and any other items as specified and customized by the City. For annual strategic planning, including rate setting and programming, the account executive will assist the City CCA in utilizing the dashboard discussed in Section I, *Accounting and Finance*, and other tools to more effectively participate in the planning.

V. LEGAL AND REGULATORY

Legal and Regulatory includes but is not limited to (1) ordinance development; (2) implementation plan and statement of intent; (3) perform all local, state and federal compliance and reporting; (4) general legal support; (5) rate setting guidance and direction; (6) general regulatory and legislative monitoring; and (7) policy development guidance and direction, including GHG accounting.

Phase I Deliverables. The Phase I feasibility analysis directly incorporates legal and regulatory CCA considerations (of which there are many). Consultant staff will be available for meetings and appearances to assist the City and community in fully understanding the complexities of CCA law and regulation.

Phase II Deliverables. In Phase II, Consultant will work closely with the City Attorney to address any additional City CCA ordinance issues while immediately proceeding with the drafting of the City CCA implementation plan and statement of intent (“Plan”). The Plan will contain a number of specific requirements while also serving as a blueprint for the goals and objectives of the City CCA. The adoption by the Council of the City CCA ordinance and the submission of the Plan to the CPUC will be the first two steps required to move forward with launching the City CCA

CPUC regulations indicate a 90-day time limit for certifying the Plan. Assuming this timeframe applies, Consultant will utilize the waiting time to concurrently complete other legal and regulatory requirements such as executing the PG&E CCA service agreement and registering or establishing accounts with various agencies such as the Western Renewable Energy Generation Information System. After the Plan is certified and the PG&E CCA service agreement is executed, Consultant will complete the CPUC CCA registration process by posting the required CCA bond with the CPUC. At this point, the City CCA will be ready to move forward with finalizing key operational actions such as power procurement.

Prior to launch and on an ongoing basis, Consultant will perform all City CCA local, state and federal compliance requirements. On the local level, this could include calculating and remitting utility user taxes and completing permitting requirements for installation projects. On the state and federal level, compliance requirements include but are not limited to:

- CPUC Resource Adequacy
- CAISO Reliability Requirements
- CPUC Renewable Portfolio Standard
- CPUC GHG Emission Performance Standard
- CPUC Energy Storage Procurement
- California Energy Commission Power Source Disclosure
- California Energy Commission Integrated Energy Policy Report
- CAISO Audit
- ARB Retail Load Reporting

- Federal Energy Regulatory Commission and Department of Energy, as applicable

Working with the City Attorney to the degree desired by the City, Consultant will track and reports to the City legislative and regulatory proposals that could or will have an impact on CCAs. Within an hourly threshold, should the City seek to directly participate in CCA related legislative and regulatory matters, Consultant will provide that representation as part of Consultant's annual professional services fee. Also working with the City Attorney as specified, Consultant will provide CCA related policy development guidance and direction, including on issues such as GHG and other environmental accounting methods.

Prior to launch and on at least an annual basis, or as needed, Consultant will conduct a rate setting process for the City CCA. Using the Pro Forma, Consultant will establish the annual revenue requirement needed to cover City CCA costs. The revenue requirement will be allocated to the rate classes to determine rates for each rate design, also known as Revenue Allocation. Consultant will work with the City to determine if the City CCA will offer generation rate designs that mimic PG&E rate designs or provide alternative rate designs (or both).

At least initially, Consultant will support the practice of operational CCAs in replicating utility rate structures to the extent possible. Should the City CCA seek to implement new and innovative rate designs, Consultant will provide the assistance to investigate, develop, and implement those designs.

Consultant will recommend keeping City CCA net energy metering (NEM) policies consistent with PG&E's NEM program to avoid customer confusion and hostility.

Consultant will encourage the City to consider launching CCA service to NEM customers in the spring, even if all other customers are launched at a different time. When NEM customers are cut over to CCA service, an automatic, out-of-cycle true-up is triggered on their accounts. For some NEM customers, such as schools, this can have a very negative financial impact. Spring is a good time to minimize these negative impacts. The mechanics of the out-of-cycle true-up are complex. Should the City be interested in an in-depth review of this issue, Consultant will provide this information, as well as help the City explore other options to address these negative impacts.

Consultant also will recommend maintaining all CARE discounts and consideration of a balanced payment plan that mirrors PG&E's plan.

VI. ENERGY PROCUREMENT AND SCHEDULING

Energy Procurement and Scheduling includes but is not limited to (1) all types and forms of power purchasing and acquisition; (2) CAISO scheduling; and (3) resource planning.

Phase I Deliverables. No Energy Procurement and Scheduling services are needed during Phase I.

Phase II Deliverables. Consultant will utilize the approach of complete decoupling of power sales from procurement advice and credit supply. Consultant's approach unbundles services and products, ensuring that the City CCA receives the exact same wholesale energy prices that Consultant receives. Instead of adding in additional margins to power pricing, Consultant will charge a transparent, fixed rate for City CCA procurement credit support and a fixed annual professional services fee for procurement advice. Consultant will then utilize its existing credit with the CAISO and multiple wholesale suppliers to shop for the least cost/best fit City CCA power supply. Consultant will not own or operate power supplies, nor will Consultant manage or hold a power supply book. To completely avoid these conflicts of interest, Consultant will be completely indifferent to which power suppliers serve the City CCA. Consultant's sole purpose shall be to recommend and procure the least cost/best fit power to meet the City CCA's needs.

A long-term power procurement strategy will be the key to the success of the City CCA. A long-term strategy is essential in stabilizing energy supply costs and maintaining price certainty, but also in providing reliability to ensure the City CCA is able to meet its environmental, renewable and GHG goals and objectives.

Consultant will recommend a ladder approach to hedging the City CCA supply, closely tied to the City CCA's rate setting cycle. The reason for the ladder approach is to take advantage of lower commodity pricing when available while maintaining a moderately sized, staggered position open on a rolling basis to capture the impact of market price averaging. The ladder will help keep customer rates in sync with supply prices while maintaining the ability to absorb unfavorable changes in charges such as the PCIA.

Consultant will ensure the City CCA's supply hedge matches the load of the community and not over hedge due to changes in load or higher than expected opt-out rates. If the City hedges the entire CCA load for 5 years and energy prices fall, the City is unable to take advantage of lower energy prices and is more severely impacted by higher charges such as the PCIA. Under these circumstances, City CCA rates could be higher than PG&E rates, potentially leading to higher opt-out rates and ultimately being over-hedged.

Consultant will provide all CAISO scheduling coordinator services for the City CCA load. Working closely EDMS, Consultant will utilize cutting-edge technology and protocols to validate all CAISO schedules daily and to ensure accurate submission before market deadlines.

VII. PROGRAMMING

Programming includes but is not limited to special program development and implementation, including procurement of related services and products.

Phase I Deliverables. No Programming services are needed during Phase I.

Phase II Deliverables. Utilizing the dashboard and Pro Forma, Consultant will assist the City in understanding and evaluating City CCA programming options. Consultant broadly construes programming as including but not limited to:

- Optional portfolio offerings such as carbon-free or 100% renewable
- Rooftop solar, storage, energy efficiency, energy conservation
- Electric vehicles
- Street lighting, undergrounding and other PG&E partnership projects
- Training for energy apprenticeships
- Community solar
- Fuel switching
- Projects focused on the nexus between energy and water or other utilities

After City CCA programming options are selected, Consultant will then engage all needed vendors and provide community education and engagement support for the programming.

EXHIBIT "B"

SPECIAL REQUIREMENTS

NOT APPLICABLE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

With the exception of the bridge funding described in the Scope of Work, Section I, *Accounting and Finance* ("Bridge Funding"), the City will incur no direct costs during Phase I. During Phase II, all costs are initially funded by Consultant for subsequent recovery from monthly City CCA revenues, levelized over the 12 months following City CCA revenue flow. The accrued costs are assessed interest at the same rate as the credit and collateral extended to the City CCA.

The chart below contains all of the Consultant fees. None of these fees begin to accrue until 3 months prior to launch. Because the Professional Services fee is not dependent on any variables, the annual fee does not fluctuate. The remaining fees are fixed per unit of assessment, but because the units ("accounts" for EDMS and Answering365 Services and cost of power for Credit) float depending on the number of customers (i.e. accounts) and the price of power, the annual estimates are calculated assuming a 10% opt-out rate and the number of accounts and usage specified in the RFP.

PILOT PROFESSIONAL SERVICES	FEE	UNIT	FIXED ANNUAL FEE
Accounting and Finance	\$22,500	ANNUAL	\$22,500
Customer Care - Pubic Education and Engagement, Key Accounts Management	\$25,000	ANNUAL	\$25,000
Executive Management	\$50,000	ANNUAL	\$50,000
Legal and Regulatory*	\$50,000	ANNUAL	\$50,000
Energy Procurement and Scheduling	\$22,500	ANNUAL	\$22,500
Programming	\$7,500	ANNUAL	\$7,500
Technical Services	\$22,500	ANNUAL	\$22,500
Total Professional			\$200,000
EDMS AND DIRECT LINE SERVICES	FEE	UNIT	ESTIMATED ANNUAL FEE
Back Office, Website, Call Center, Escalation	\$1.15	ACCOUNT/MONTH	\$58,014
Enrollment Noticing	\$1.75	ACCOUNT	\$8,174
FINANCE AND CREDIT	WSJ PRIME + 1.75% APR	UNIT	ESTIMATED ANNUAL COSTS
Credit (CAISO and Supply)	5.7500%	cost of 3 months supply	\$22,348
CPUC Deposit	5.7500%	\$100,000	\$5,750

As discussed in the Scope of Work, Section V, *Legal and Regulatory*, representation of the City CCA before legislatures or regulators, including drafting and filing pleadings, is provided in the annual Professional Services fee. The number of hours is capped, however, at the lesser of 5 hours per week/10 hours per month/60 hours per year.

Consultant will always extend Financing and Credit to the City CCA, but if the City CCA is interested, Consultant will work with the City to develop a strategic plan to utilize banked Headroom or other options for eventually self-providing Finance and Credit.

Depending on whether Bridge Funding carries over to Phase II, the deferred cost recovery will likely add an additional \$5-10k in fees for the first 12 months following CCA revenue flow, which generally occurs within 3 months after launch.

Consultant will guarantee these prices for at least the 5 years following the City CCA launch of service.

Below is a non-exhaustive list of typical pass-through costs.

ACCOUNTING	UNIT
Annual Audit	Per Audit
ENERGY	UNIT
System Power	MWh
Resource Adequacy	MW-month
RPS/Renewable	MWh
CAISO Charges	variable
Build/Buy Energy Resources	MW + variable
PROGRAMMING	UNIT
Solar	MW + variable
Energy Efficiency	variable
Street Lighting	per PG&E Tariff
Feed In Tariff	MW + variable
ENHANCED MEDIA CHANNELS	UNIT
Television, Radio, Billboard, Print, etc	variable

Pricing estimates are not included because many of these pass-through costs are subject to considerable price volatility and are dependent on a number of yet to be identified variables. In procuring all third-party products and services, Consultant employs least cost/best fit competitive strategies to produce robust and transparent pricing.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

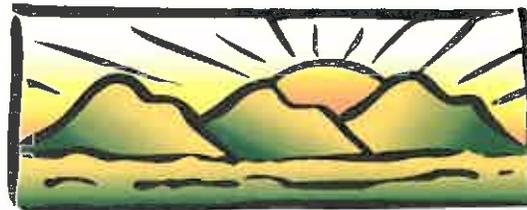
KEY DELIVERABLE	MONTH																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19+
Phase I: FEASIBILITY																			
1.1 Request/Receive Additional Utility data																			
1.2 Introductory Community Education and Engagement																			
1.3 Load Study and Forecast																			
1.4 Supply Scenarios and Forecast																			
1.5 Rates Analysis																			
1.6 Sensitivity and Risk Modeling																			
1.7 Pro Forma and Benefits Forecasts																			
1.8 Establish Feasibility/Third Party Review																			
1.9 Council Review and Approval																			
Phase II.a: DEVELOPMENT AND LAUNCH																			
2a.1 Ordinance																			
2a.2 Implementation Plan/Statement of Intent																			
2a.3 Organizational Planning and Programming																			
2a.4 PG&E Service Agreement																			
2a.5 Finalize CPUC requirements, including bond posting																			
2a.6 Procurement and Other Vendor Engagement																			
2a.7 Customer Care - Website																			
2a.8 Customer Care - Community Education and Engagement																			
2a.9 Customer Care - Enrollment Noticing																			
2a.10 Rate Setting																			
2.10 Launch Service																			
Phase II.b: ONGOING OPERATIONS																			
2b.1 All Ongoing CCA Services, Support and Functionality																			
2b.2 Annual Long-Term Planning																			
2b.3 Annual Rate Setting																			

Variations in this schedule up to 180 days may occur without mutual consent.

CITY OF KING

**COMMUNITY CHOICE
AGGREGATION PROGRAM**

**REQUEST FOR QUALIFICATIONS
AND PROPOSALS**



KING CITY
C A L I F O R N I A

DUE DATE: 5:00 P.M. THURSDAY, JUNE 15, 2017

I. PURPOSE

The City of King is soliciting proposals from qualified firms to prepare a feasibility analysis to determine whether to form a Community Choice Aggregation (CCA) program and then to develop and implement a turnkey program if the City Council provides direction to proceed. Since it is the intent of the City to contract for the expertise necessary for this program, the Request for Proposals (RFP) is designed to be broad and open ended. The RFP outlines parameters and a framework regarding the services and steps that will be required. The City is requesting proposer to submit the detailed scope of work and strategies recommended necessary to make informed decisions and to ultimately implement a successful program.

The City seeks comprehensive proposals that address the complete range of requirements for CCA development, launch and ongoing operations. In the event a team arrangement is proposed, the team must be represented by one single lead Proposer that will be responsible for entering into an Agreement with the City, serve as the primary contact and responsible party, and have the authority to act on behalf of each member of the proposed team. Other team members would serve as subcontractors to the lead Proposer.

Under this proposal, it is the City's intent to incur no upfront costs from the Proposer. The development and launch phases of the Scope of Work will be undertaken by the Proposer, at the Proposer's risk, and the Proposer would receive ongoing operations fees after and contingent on the successful launch of the program.

II. BACKGROUND

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,221. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

The City Council recently considered the options of participating in the Monterey Bay Community Power Joint Powers Authority or forming its own CCA. The decision was made to further study the option of forming a King City CCA based on preliminary data that was reviewed. If further analysis does not support the decision to form a local CCA, it is the City's intent to reconsider participation in the Monterey Bay Community Power program in the future.

The breakdown of the City's historic electric energy power load is as follows:

<u>Rate Class</u>	<u>Annual MWh</u>	<u>Accounts</u>
Agriculture	6,077	21
Large Commercial	9,313	21
Medium Commercial	6,487	49
Outdoor Lighting	326	42
Residential	13,827	3,976
Small Commercial	<u>9,427</u>	<u>562</u>
Total	45,457	4,671

Revenues are impacted by a relatively large number of accounts on the CARE program, which is 1,641 accounts, representing 6,981 MWh. The City is anticipating increased growth in the energy load over the next few years due to new industrial development related to expansion of the medical marijuana industry, as well as residential growth.

Specific goals of the program include:

- A. Develop, implement and operate a full-service CCA with and on behalf of the City, including provision a high quality level of service to customers;
- B. Supply an energy portfolio that prioritizes the use of clean and renewable resources;
- C. Provide rates that are lower than those offered by PG&E;
- D. Generate savings to increase renewable energy sources and to fund local solar and other energy efficiency projects; and
- E. Generate savings to fund enhancement of the existing PG&E streetlight system.

III. SCOPE OF WORK

The contract is proposed to be structured in two phases. The first phase will be to provide all feasibility and technical analysis necessary to fully assess with a high level of reliability the projected costs, revenues, operational considerations, and likelihood of long-term success of forming a CCA. Based on the results of Phase I, the City Council will decide at that time whether to proceed to Phase II. The second phase will be to develop, launch and operate the CCA on an ongoing basis on behalf of the City.

Phase I

The feasibility and technical analysis will take load data from PG&E and determine how many customer accounts are likely to be served by the CCA and identify related tariff designations/options under which such customers will take electric service. The study will quantify the expected electricity requirements of customers (total MWH) as well as periodic peak demands associated with such customers (total MW in demand requirements). The selected Proposer will review, format and import data into an analytical framework and prepare summary level data for residential, commercial, industrial and municipal accounts. The selected Proposer will also prepare load forecasts in consideration of this data.

Proposer shall outline specific components recommended for the feasibility and technical analysis, including the purpose, methodology, tasks, work product and how the data and results will be presented. The City desires the components outlined below. However, Proposer may include other recommended components and provide a justification of any listed components that are not recommended as necessary.

- A. Utility load study and forecast;
- B. Rate analysis;
- C. Supply scenarios for CCA, including direct and indirect economic impacts of various supply scenarios;
- D. Sensitivity analysis;
- E. Financial analysis; and
- F. Risk analysis.

The City shall maintain the ability to contract for a separate analysis or peer review of the results provided.

Phase II

The agreement for services will include the scope of work and costs for implementation and operation of the program, but Phase II of the scope of work shall only take effect if the Council makes the decision to proceed at the conclusion of the feasibility and technical analysis. Proposers shall include in their proposed scope of work all components of the launch, implementation and operation phase important to make the program successful. The selected Proposer shall undertake all functions necessary to comply with CPUC regulations related to launching a CCA program.

Key tasks desired in the Scope of Work shall include, but not limited to, the following items and steps:

- A. Implementation plan;
- B. Organizational infrastructure:
 - 1. Business and operational plan;
 - 2. Operational policies and procedures;
 - 3. Structures and processes; and
 - 4. Oversight.
- C. Procurement/vendor engagement;
- D. Customer engagement;
- E. Rate setting;
- F. Financing for initial power purchases;
- G. Program administration and compliance;
 - 1. Regulatory and legal compliance;
 - 2. Policy and program development;
 - 3. Communication and outreach to customers;
 - 4. Accounting services;
 - 5. Wholesale power procurement operations;
 - 6. Long-term power procurement;
 - 7. Financial planning; and
 - 8. Risk management.
- H. Assist City in identifying and implementing program goals.

IV. PROPOSAL FORMAT

Submittals shall include the following information:

- A. A cover letter explaining the firm's understanding of the project, a description of the firm and/or team, and relationship of parties proposed to perform the scope of work.
- B. A description of the firm's and/or team's experience, along with a list and description of sample projects.
- C. A list of key staff that are proposed to work on the project, along with resumes for each individual. Include the same for any subconsultants proposed, if any.
- D. A list of professional references, including the contact name, phone number and e-mail address.

- E. A detailed description of the firm's proposed scope of work and process to implement the items summarized in Section III of the RFP – Scope of Work. Include a list of specific deliverables, schedule, and methodology. Please note the items listed in Section III – Scope of Work are intended to be minimum guidelines. Proposers are instructed to include any additional proposed items, as well as a description of any items listed that are recommended not to include.
- F. A cost proposal detailing the full cost of the services proposed and how those fees will be structured and paid for. Identify costs by phase and component of the Scope of Work, including all ongoing costs and fees proposed to be charged for the program launch and ongoing operations.
- G. Disclosure of any contractual, business or personal relationship that exists, or has existed, that may constitute a conflict of interest.

V. SUBMITTAL

Submit eight (8) copies of the proposal **by 5:00 p.m. on Thursday, June 15, 2017** to:

Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Responses should be thorough, but concise. Please direct any questions to Steven Adams at (831)386-5917.

VI. SELECTION PROCESS

A City staff review committee shall evaluate each proposal based on selection criteria and may request interviews with selected finalists. The City staff review committee will provide a recommendation to the City Council, who will make the final selection decision.

VIII. SELECTION CRITERIA

Proposals will be evaluated based upon the following criteria:

1. Experience, expertise and qualifications of the firm and/or team;
2. Degree to which the proposed scope of work and methodology meets the goals of the City;

3. Cost;
4. Degree to which the approach of the firm and/or team will address community and customer service needs;
5. Degree to which the proposed scope of work and methodology will minimize City risks associated with the proposed program; and
6. Overall ability of proposal to meet the City's needs.

IX. RFP SCHEDULE

The following schedule is anticipated:

Proposals Due:	June 15, 2017
Potential Interviews:	Week of July 3, 2017 – July 7, 2017 or Week of July 10, 2017 – July 14, 2017
Committee Recommendation:	Week of July 17, 2017 – July 24, 2017
Council Approval:	August 8, 2017
Execute Contract:	August 11, 2017
Begin Work	August 15, 2017

X. INDEMNITY AND INSURANCE PROVISIONS

The following minimum indemnity and insurance provisions will be required. Additional requirements may be requested by the City Attorney when the contract is drafted. Include in the proposal any additional indemnity and insurance provisions that are proposed to be provided.

- A. Company acknowledges and agrees to indemnify, protect, defend and hold harmless, the City and its managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the Request for Proposal or the Project; (2) the processing, approval or denial of the Request for Proposal or the Project; (3) any appeals or challenges by third parties relating to the Request for Proposal or the Project, approval or denial and any actions taking in furtherance of the Request for Proposal or the Project; (4) any appeals, challenges, claims or litigation by third parties relating to rates, fees or costs associated with the Request for Proposal or the Project; (5) any environmental document(s) or mitigation plan(s) relating to the Project; (5) any breach by Company in the performance in a timely manner of any obligation on its part to be performed under this Agreement; or (6) any

acts, omissions or negligence of Company or any person or entity claiming through or under the Company, or Company's managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, or partners. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against the City litigated and/or reduced to judgment. In case any action or proceeding is brought against the City by reason of any of the foregoing matters, Company upon notice from the City shall defend the same at Company's expense by counsel reasonably satisfactory to the City and the City shall cooperate with Company in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require Company to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Company or its counsel.

- B. Company's obligations to defend, indemnify and hold harmless the City, its officials, officers and employees, consultants, representatives, agents and attorneys under the provisions of this paragraph shall include, but not be limited to, the cost of preparation of any administrative record by City, staff time, copying costs, courts costs, the costs of any judgments or awards against the City for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge by any third party related to the Request for Proposal or the Project, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of said suit or challenge related to the Request for Proposal or the Project.

- C. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:
 - 1. Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit

shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

2. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.
3. Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.
4. Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.
5. Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".
6. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- D. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.
- E. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.



June 15, 2017

Mr. Steven Adams, City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Dear Mr. Adams:

Pilot Power Group, Inc. ("Pilot") is pleased to respond to the City of King's ("City") *Community Choice Aggregation Program Request for Qualifications and Proposals* ("RFP"), issued May 17, 2017 ("Response").

WHO WE ARE

A California owned and operated energy service provider, Pilot has served commercial and municipal customers with cost effective and innovative alternatives to monopoly utility procurement for over 15 years. We have adapted Pilot's time-tested service model and industry expertise to provide a full-service option ("FSO") to small California communities seeking to establish a stand-alone Community Choice Aggregation ("CCA") program. Our FSO enables the City to reap the economic and environmental benefits of CCA while ensuring that the City CCA program is specifically designed to serve the unique needs of your community.

Our team of in-house experts and strategic partners provide the City with the highest quality support and services needed to investigate, launch and operate a CCA program, while our approach to pricing and operations ensures transparency, cost discipline, and accountability. As further described in the "Team Experience" section of this Response, our team includes two dedicated subcontractors – EDMS, LLC ("EDMS") and Direct Line Tele Response ("Direct Line") – and one preferred subcontractor, GRID Alternatives ("GRID").

In business for over 13 years, Pilot's sister company EDMS serves the back office energy needs of multiple, major California Direct Access clients, processing nearly 7,800,000 MWh of energy data annually. Direct Line, founded in 1979, is an award-winning call center headquartered and operated in Northern California. Launched in California in 2001, GRID is a nonprofit organization that makes renewable energy technology and job training accessible to underserved communities.

Pilot Power Group, Inc.
8910 University Center Lane, Suite 520
San Diego, CA 92122



WHAT WE PROVIDE

As specified in the RFP all of Pilot's CCA services and products, including financing and credit support, are unified under a single master agreement. The unified master agreement includes, but is not limited to:

- ✓ *Accounting and Finance* -- risk management; GAAP and regulatory accounting; general, project and power procurement financing and credit; pro forma development and maintenance; annual auditing; lock box and waterfall administration; and business planning.
- ✓ *Back Office* -- data management; CAISO and utility settlements; and operations planning.
- ✓ *Customer Care* -- public education and engagement; call center services; escalation services; key accounts management; and website.
- ✓ *Executive Management* -- general oversight and management; dedicated account executive; coordination and liaison with strategic partners, agencies and other third parties; vendor engagement; customized progress reporting; and interactive scenario simulation dashboard.
- ✓ *Legal and Regulatory* -- ordinance development; implementation plan and statement of intent; perform all local, state and federal compliance and reporting; general legal support; rate setting guidance and direction; general regulatory and legislative monitoring; and policy development guidance and direction, including GHG accounting.
- ✓ *Energy Procurement and Scheduling* -- all types and forms of power purchasing and acquisition; CAISO scheduling; and resource planning.
- ✓ *Programming* -- special program development and implementation, including procurement of related services and products.
- ✓ *Technical Services* -- produce feasibility studies; perform load analysis, profiling, and forecasting; and develop and run modeling for scenario analysis.



HOW WE PROVIDE IT

Pilot's FSO requires no direct nor up front City funding -- all costs are either recovered from CCA revenues or, during the early development (Phase 1) stage, absorbed by Pilot. The City can investigate, launch and operate a custom built CCA program with existing City Staff, the direction of the City Council, and the support of the Community.

All CCA programs -- and particularly small community CCA programs -- will ultimately succeed long term only by offering better energy choices at competitive pricing. Because we are not successful if you are not successful, a cornerstone of Pilot's FSO is disciplined pricing that is accountable and transparent. Not only do we "unbundle," rather than "black box," all CCA expenses, we pass all external costs, including all power costs, directly to the City without any markup. Pilot and our sister company EDMS earn our revenue solely from a fixed annual professional management fee, a per account/month data processing fee, and from a small fee on our market competitive credit and financing. Likewise, our strategic partners are selected based on proven track records of providing the highest quality service and products priced in a manner consistent with Pilot's robust transparency and accountability standards.

In the attachment to this letter entitled "Indemnity, Insurance and Disclosures," Pilot provides our conflict of interest disclosures and affirms our compliance with Section X of the RFP -- *Indemnity and Insurance Provisions*. To further demonstrate our commitment to the City's CCA success, we also provide the City with enhanced risk mitigation through additional indemnifications.

Pilot and our partners are deeply committed to ensuring that we deliver on all of our promises to the City, including fulfilling or exceeding all of the terms of the RFP as published. We would be honored to serve your community.

I can be reached at (856) 678-0794 ext. 101 and dvermette@pilotpowergroup.com.

Thank you for the opportunity to respond to your RFP.

Very Truly Yours,
Pilot Power Group, Inc.

Denis Vermette, President



INDEMNITY, INSURANCE AND DISCLOSURES

Pilot currently meets or exceeds, and will continue to meet or exceed, all of the insurance provisions stated in Section X of the RFP.

Pilot agrees to all of the indemnity provisions in Section X of the RFP and further commits to indemnify, defend and hold harmless the City against third party claims related to the launch and ongoing operation of the City CCA, including all CCA actions confirmed by Pilot in writing.

In December 2016, Pilot responded to outreach by the City regarding a CCA Full Service Option. From December 2016 until April 2017, Pilot (including our sister company EDMS) provided the City with pro bono research support regarding CCA options, and also discussed Pilot's CCA Full Service Option offerings. Much of this work occurred in public City Council meetings, as well as through email and phone conversations. Included in the pro bono work performed by Pilot was assisting the City in securing access to the City's load data (PG&E Item 16) and performing an abbreviated CCA technical review.

Since May 2017, Pilot has had virtually no communication with the City. The communications that have occurred are limited to a few emails and phone calls regarding Pilot's past pro bono work.

To Pilot's knowledge, Direct Line has never had any communications with the City.

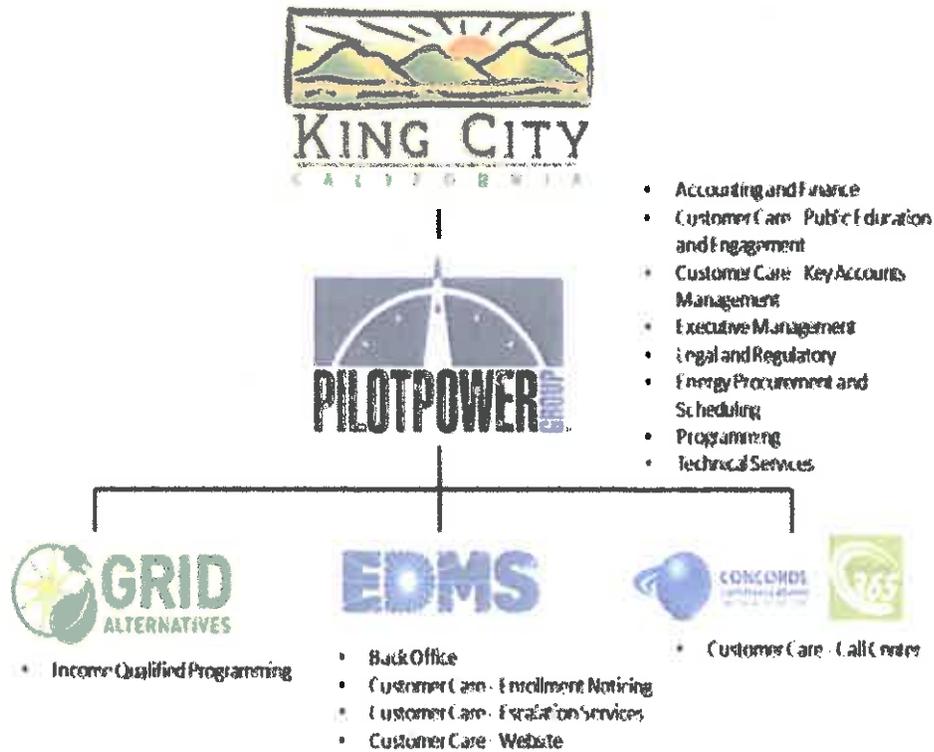
In no way does Pilot believe that the above disclosures create a conflict of interest under this RFP or under any other interaction between the City and Pilot. Pilot includes these disclosures strictly for the sake of transparency.

To Pilot's knowledge, neither Pilot, EDMS, Direct Line nor GRID Alternatives have any grounds for assuming any conflict of interest exists in responding to this RFP or working with the City in any manner, whatsoever.



REPLACEMENT CALL CENTER (June 26, 2017)

Pilot’s June 15, 2017 response to the RFP names Direct Line as a call center strategic partner. Pilot now proposes to replace Direct Line with Concorde Communications/Answering365 (“Answering365”). Pilot proposes the replacement because Answering365 meets or exceeds all of the original call center terms, conditions and performance expectations while also providing significantly improved bilingual services. Specifically, 100% of the Answering365 call center agents responding to King City CCA calls will be bilingual Spanish speakers. Direct Line’s service, on the other hand, would have required at least some use of a third party interpreter. Pilot believes that Answering365’s dedicated bilingual agent approach will provide a warmer, more welcoming customer care experience for the King City community. A revised list of Key Staff, Professional References and Resumes for Answering365 are included in this update. With the exception of the company specific differences noted in this update, all other references to Direct Line now apply to Answering365, and all of the terms and conditions originally offered by Pilot remain unchanged. The revised organization chart appears below.





Concorde Communications/Answering365

Founded in 1989, Concorde Communications/Answering365 (“Answering365”) is headquartered in Los Angeles, California. For almost 30 years Answering365 has provided customized call center services to an impressive array of clients across the U.S., including MCA Universal, Mercedes Benz, Well Point/Blue Cross, AstraZeneca Pharmaceuticals, Raytheon Industries, and Thompson Electronics. The Association of TeleServices International (“ATSI”), the only industry-accredited call center association, has bestowed their Award of Excellence on Answering365 multiple times.

Answering365 hand-picks exceptional call center agents who possess attention to detail and a natural, easy-going way with people. The agents are then provided with extensive training to ensure they're prepared to handle the most challenging situations. Employees are paid generous wages along with medical benefits, plus paid time off for continuing education and charitable work. The management team at Answering365 has expertise in every segment of call center operations – from human resources training and customer service – to sophisticated computer/telephony integration.

ANSWERING365 KEY STAFF

Customer Care Call Center:

Sylviane Herzog – Executive Management
Gerardo Espinosa – Operations
George Palotai – Information Technology
Aleksandra Rosenfeld – Finance
Keisha Legardy – Training

ANSWERING365 PROFESSIONAL REFERENCES

Linder and Associates
Paul Tennen, President
3699 Wilshire Blvd., suite 830
Los Angeles, CA 90010
213-487-0800, ext. 101
paul@propmanage.com



Kidder Mathews
Scott Hall, Customer Service Center Manager
12886 Interurban Ave. S.
Seattle, WA 98168
206-248-6514
shall@kiddermathews.com

Cooper Construction
Victoria Cooper
9001 NW 97 Terrace Suite F
Medley, FL 33178
561-588-5222
vcooper@coopercmc.com

City of West Hollywood
Kevin Trudeau, Maintenance Superintendent
8300 Santa Monica Blvd.
West Hollywood, CA 90069
323-333-6698
KTrudeau@weho.org



SYLVIANE HERZOG, MA

President/Owner

Professional Summary

Shortly after receiving her Masters of Arts degree from UCLA, Sylviane Herzog founded Concorde Communications/Answering 365, a multiple award-winning bilingual Call Center located in Los Angeles, CA. Since 1989, the company has been a worldwide provider of a variety of Call Center services focused exclusively on the consistent delivery of the best Client and Caller experience available in the industry. Concorde Communications/Answering 365 is recognized as a Top 100 Business in LA County and is known as a service and technology leader in the Teleservices industry.

Project Role

Owner and President of Concorde Communications/Answering 365

Education Background

- Bachelor of Psychology degree, UCLA
- MA Psychobiology, Cal State University, Northridge, CA
- PhD candidate, Neuropsychology, UCLA
- Academic Researcher for 10 years

Relevant Experience

Ms. Herzog founded Concorde Communications/Answering 365 after the death of her husband in 1989. Her clients are reflective of some of the most recognized and influential brands in the world including, MCA Universal, Mercedes Benz, Well Point/Blue Cross, AstraZeneca Pharmaceuticals, Raytheon Industries, Thompson Electronics, and many more.

Certifications and Merits

Concorde Communications/Answering 365 has earned the Award of Excellence for seven years. This recognition is bestowed upon best in class Call Center service providers by the only industry-accredited association, ATSI (Association of Teleservices International). In addition, we have also earned the distinguished Award of Excellence from Canadian Call Management Association (CAMX), for the past two years.

Professional History

In 1991, Ms. Herzog began a two-year partnership with the largest telecommunications company outside of the United States-Bell Canada to explore the possibility of expanding Bell Canada's operations in the U.S. As a result of that alliance, she became quickly and expertly educated in the procedures and strategies necessary to establish a first-rate call center. Bringing to bear the skills she had exercised as a researcher, Ms. Herzog was able to apply her knowledge and expertise into honing her business.

A key factor in the success of the company is Ms. Herzog's attention to detail, the ability to test ideas and a willingness to be proven wrong. The company's culture coupled with the commitment to excellence has served our clients well and has positioned us as one of the most sought after Call Center service providers in the nation.

Concorde Communications/Answering 365 is only as good as our people. Our requirement of establishing a preeminent call center, puts us in the position of recruiting, training and retaining top-caliber talent. If we don't have the best telephone receptionists available, we can't reasonably expect our Clients to make us an extension of their business.

In regard to effective hiring and training, we start by hand selecting exceptional people who possess a strong attention to detail with a natural and easy-going way with others. We provide them with extensive training to ensure they're prepared to manage the most challenging calls with confidence. Our generous



compensation package includes medical benefits, time off for education and paid time off for charitable work. In addition, bonus incentives further assist us in motivating and retaining exceptional people therefore creating a substantial pool of talent that supports our succession planning needs for growth. As a result, we have built a real team of professionals committed to making the company the best it can be.

In addition, we provide continuing education for motivated employees to achieve the highest levels of certification by the Association of Teleservices International (ATSI). Our company culture facilitates a strong sense of commitment which shines through in the enthusiasm they bring to the job and the excellence with which they perform-all of which translates into better service for you and your clients.

Our highly responsive Management team has expertise in every segment of our operation - from human resources training and customer service - to sophisticated computer/telephony integration. Our ongoing, comprehensive training programs ensure we constantly deliver excellent Client service in every aspect of the business.

Company Philosophy: From the first time we meet with you, we are about understanding your business needs - your community culture and personality - the dynamics that drive your revenues - and the issues you're seeking to resolve. At Concorde Communications/Answering 365, we believe every client is unique, and no single solution can work for everyone. It's that personalized attention to detail that sets the tone for how we work for you. When we represent you, we want you to feel as if your customers are cared for in the same way as if you were answering the phone yourself. In the end, we don't want you to think of us just as an expense, but instead see us as a key component of your overall business success plan.



GERARDO ESPINOSA

Call Center Operations Manager

Professional Summary

Gerardo Espinosa is a key member of our management team here at Concorde Communications/Answering 365 as he leads our entire Call Center Operations Department. He began his call center management career in 2007 and for the past six years has had full administrative, logistical and operational responsibilities which include the day-to-day operations, strategy development, execution, project delivery, process improvement, continuity planning, and the management of mission critical 24/7 environments. His English/Spanish language fluency has set the stage for excellence for the development and depth of our bilingual answering service division.

Project Role

Mr. Espinosa is fully responsible for all areas of Call Center operations including:

- Operational compliance
- Quality Control/Assurance
- Statistic management
- Staffing, training and leadership development
- Scheduling and performance management

Educational Background

- Bachelor of Science, Cal State Los Angeles, CA
- Attended numerous workshops for Human Resources, Leadership, Management development

Relevant Experience

With over 10 years of experience managing Call Centers, Mr. Espinosa is by far one of the most experienced and qualified Call Center operations professionals in the industry. He has extensive experience in Operational Compliance, Statistic Management, Staffing, Training and Leadership development and is well skilled in assisting clients in developing successful solutions that are aligned with their organizational goals and objectives.

Certifications and Merits

Assisted Concorde Communications/Answering 365 with earning the Award of Excellence for seven years. This recognition is bestowed upon best in class Call Center service providers by the only industry-accredited association, ATSI (Association of Teleservices International). In addition, we have also earned the distinguished Award of Excellence from Canadian Call Management Association (CAMX), for the past two years.

- Multiple Certificates in Professional Development/Management /Quality Assurance

Professional History

Concorde Communications/Answering 365 Operations Manager 2007-Present

- Manages all HR areas related to call center staff
- Create multiple training programs to increase productivity and employee retention
- Resolves escalations
- Screens, interviews, and hires new employees

Match.com

Call Center Manager 2002-2007

- Call Center Manager for a 100-seat call center
- Spearheaded the setup and staffing for a secondary 50-seat call center in Israel



CONCORDE
communications
call center since 1989



GEORGE PALOTAI

IT Director

Professional Summary

George Palotai is our in-house IT director who is responsible for all aspects of technology including: call center hardware and software, data center hardware and software, infrastructure and disaster recovery systems, database management as well as script programming. Since joining Concorde Communications/Answering 365 in 1999, his 30 plus years of Information Technology experience and leadership has positioned the company as a technological/telephony leader in the Teleservices industry.

Project Role

Mr. Palotai is fully responsible for all areas of Information Technology and Business Continuity including:

- Call Center hardware and software management
- Data Center hardware and software management
- Infrastructure and disaster recovery systems
- Database management and script programming

Educational Background

- Master's Degree, Computer Engineering: Kando Institute of Computer Engineering, Budapest, Hungary.
- Additional education and programming experience with machine language design and engineering.
- Multiple workshops and certifications in Information Technology and Database Management

Relevant Experience

Mr. Palotai is an innovative IT professional with a dedicated career reflecting strong technical, problem solving and communication skills supporting cutting edge information, telephony and networking systems. He possesses extensive expertise in conceptualizing and delivering simultaneous large-scale projects.

Mr. Palotai has been instrumental with multiple upgrades and migrations of various call and data center systems to current standards. He has tremendous experience programming many complicated accounts and has created various interfaces and programs to help differing systems communicate with each other. He is also our HIPAA Compliance Officer.

Certifications and Merits

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Professional History

Concorde Communications/Answering 365
IT Director 1999-Present

Magyar Telekom

IT director of Magyar Telekom-1989-1999

Mr. Palotai is also a consultant for other industries where he provides IT support and business continuity infrastructure services.



ALEKSANDRA ROSENFELD

Finance Manager

Professional Summary

Since 1995 Aleksandra Rosenfeld has managed all aspects of financial accounting for Concorde Communications/Answering 365. Her attention to detail ensures the accuracy of all financial documentation, reporting and billing. With an expansive 20-year background in large corporate enterprise accounting, her diligence, attention to detail, exceptional professionalism and critical thinking has been the catalyst for creating the foundation for successful growth and expansion here at Concorde Communications/Answering 365.

Project Role

Accounting and Reporting Manager

Education Background

- Bachelor of Arts: Accounting and Business Management, Cal State Northridge
- Multiple workshops and certifications in Accounting and Financial Management

Relevant Experience

Ms. Rosenfeld has extensive experience in setting up accounts that support a variety of complexities. Her ability to ensure the accuracy of account job-costing, billing, agent talk time and wrap-up time assists us with providing the most detailed reporting for our clients. Ms. Rosenfeld's contribution to account billing accuracy and efficiency has positively impacted our ability to provide our Client's with real time billing and usage data.

Certifications and Merits

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Professional History

Concorde Communications/Answering 365

Finance Manager 1995-Present

Ms. Rosenfeld is responsible for the following deliverables:

- Maintaining the financial health of the company
- Developing financial trends and projections
- Conducts reviews and evaluations for cost-reduction opportunities
- Prepares and manages the company's budget
- Proficient user of financial software specifically for Call Centers

In addition, Ms. Rosenfeld provides financial and accounting consulting services for Liv-Home, Inc. which provides elder care assistance services nationwide.



KEISHA LEGARDY, MA

Training Manager

Professional Summary

Keisha LeGardy is our Training Manager with a goal of establishing a win-win experience for our clients and our company. Her active listening skills assists her in synthesizing expectations from our clients and training our telephone receptionists to achieve them successfully and consistently. Ms. LeGardy's experience in Human Resource Management has assisted Concorde Communications/Answering 365 with developing award-winning quality/control, quality assurance protocols and training practices resulting in a high retention rate of employees.

Project Role

Ms. LeGardy is fully responsible for the development and training of existing and newly hired telephone receptionists. She will oversee ongoing training and quality service delivery. She is also actively involved with telephone receptionist performance management processes and procedures.

Education Background

- Masters of Human Services, Argosy University, Alameda, CA
- Bachelor of Science, Criminal Justice, Westwood College, Chicago, IL
- Multiple workshops and certifications in Leaderships and Skills Development

Relevant Experience

With over twelve years of experience within the Call Center industry Ms. LeGardy has experienced first-hand the change in technology and has been able to adapt and train our staff members successfully while ensuring complete customer satisfaction.

Certifications and Merits

Assisted Concorde Communications/Answering 365 with earning the Award of Excellence for seven years. This recognition is bestowed upon best in class Call Center service providers by the only industry-accredited association, ATSI (Association of Teleservices International). In addition, we have also earned the distinguished Award of Excellence from Canadian Call Management Association (CAMX), for the past two years.

Professional History

Concorde Communications/Answering 365
Training Manager 2014-Present

Client Service Agent

- Answer multiple incoming calls, take messages, redirect calls
- Respond to clients, tickets and/or chats received
- Answer questions regarding clients' account
- Provided answers/information/updates in response to clients' account accessing proprietary software databases.
- Update databases with accurate information Contact clients' and request missing information Participate in regular meetings.

Time Warner Cable

Customer Service Representative 2005-2014

- Convey an image of quality, integrity and superior understanding regarding services.
- Process customer orders in a courteous, efficient and timely
- Structure on-the-job training in a classroom setting
- Encompass all aspects of management

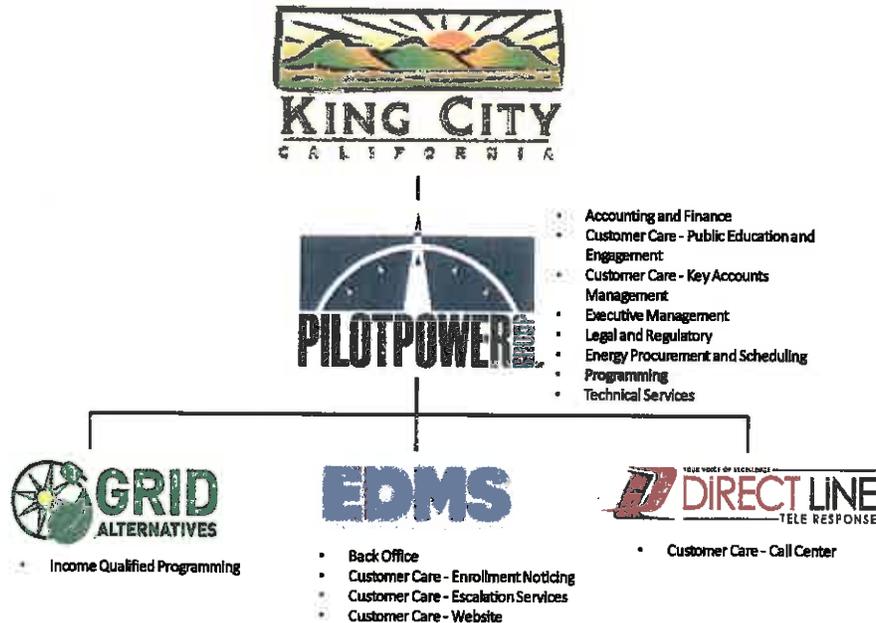


TEAM EXPERIENCE

Overview

Consistent with the RFP, Pilot utilizes a unified master agreement covering all CCA services. Under a unified master agreement, the City and Pilot are the only signatories to the agreement. A key benefit of this approach is that Pilot is responsible for the performance of any and all subcontractors. The City does not need to oversee multiple CCA vendors, and recourse, if ever needed, is straightforward and simplified.

Pilot is partnered with three preferred providers: EDMS, Direct Line and GRID Alternatives. For key services and products not covered by Pilot or one of our preferred providers, we will seek out least cost/best fit vendor options through competitive procurement strategies. These options will be presented to the City for review and final selection. Pilot will then contract directly with the selected vendors. Using this approach, the City maintains control of all key decision-making while Pilot remains financially and legally responsible for all known and future subcontractors. The illustration below provides a graphic representation of Pilot’s service model.



Pilot Power Group, Inc.

Founded in California in 2001, Pilot Power Group, Inc. (“Pilot”) quickly became a leading provider of innovative energy supply and energy management solutions for customers in California’s



deregulated energy market. In 2004, to offer additional flexibility and transparency to customers, Pilot became a registered Scheduling Coordinator (“SC”) with the California Independent System Operator (“CAISO”). For over fifteen years Pilot has provided retail customers such as defense contractors, major retailers, property managers and municipal agencies with an alternative to monopoly energy procurement. Pilot provides customers with unique and customized services that can lower costs, reduce risks, and provide greater procurement flexibility. When assisting customers, Pilot acts as an independent energy advisor, ensuring customers obtain the energy supply best suited to their particular requirements. Pilot offers a full suite of energy procurement solutions, as well as individually customized programs, providing value at any or all retail customer service points. Pilot’s services include but are not limited to procurement and portfolio optimization, forecasting, analysis, scheduling coordination, settlements, long-term resource planning, modeling, financial and regulatory accounting, legal and regulatory (including compliance), risk management, executive management, customer care and a number of other professional services.

EDMS, LLC

EDMS, LLC (“EDMS”), Pilot’s sister company, is a Southern California-headquartered back-office data provider that ensures proper linkage between California’s investor-owned utilities and Direct Access customers, Community Choice Aggregators and other similar clients. In total, EDMS has 13 years of experience serving the data and back-office needs of its clients, processing nearly 7,800,000 MWh of data annually. EDMS’s exemplary history of providing secure, accurate, and timely data services is recognized throughout the California energy industry. EDMS’s comprehensive suite of back-office solutions is tailored to address unique business process needs, whether a client is a small start-up or an established global supplier of electricity. This flexibility has helped EDMS’s clients achieve consistent growth and profitability for more than a decade.

Direct Line Tele Response, Inc.

Founded in 1979, Direct Line Tele Response is nationally recognized as a multiple award -winning service provider in the Call Center industry. We provide solutions for inbound call-taking, messaging, urgent dispatch and other call center services that are available 24 hours a day, 7 days a week, 365 days a year. Our call processing systems, state-of-the-art technology, rigorous training methods and quality control protocols maximize our ability to successfully exceed our clients’ expectations. We understand the need to provide quick, efficient and accurate service to your constituents. Current clients include Alameda County, the City of Berkeley, the American Red Cross, and a number of other municipal service providers.

GRID Alternatives

Started in California in 2001, GRID Alternatives is a nonprofit organization that makes renewable energy technology and job training accessible to underserved communities. GRID Alternatives brings together community partners, volunteers and job trainees to implement solar power and



energy efficiency for low-income families, providing energy cost savings, valuable hands-on experience, and a source of clean, local energy that benefits us all. Beginning with a national expansion in 2012, GRID Alternatives has grown to serve nine states, including California, Colorado, the New York tri-state region and the mid-Atlantic, as well as Tribal communities nationwide. GRID Alternatives has already installed over 80 projects in King City.



KEY STAFF

Accounting and Finance:

Denis Vermette (Pilot)

Daniel Hill (Pilot)

Back Office:

Bryson Allen – Information Technology (EDMS)

Sheetal Parr – Settlements, Enrollment Noticing, Escalation Services (EDMS)

Customer Care Call Center:

Ken Goldenberg – Executive Management (Direct Line)

Beth Devine – Client Management (Direct Line)

John Freire – Information Technology (Direct Line)

Gretchen Lodderhose -- Operations (Direct Line)

Constance Masinga-Loville -- Training (Direct Line)

Customer Care Public Education and Engagement

Kelly Foley (Pilot)

Customer Care Key Accounts Management:

Kelly Foley (Pilot)

Customer Care Escalation Services:

Sheetal Parr (EDMS)

Customer Care Website:

Bryson Allen (Website)

Executive Management:

Denis Vermette (Pilot),

Kelly Foley – Assigned Account Executive (Pilot)

Bryson Allen (EDMS)

Sheetal Parr (EDMS)

Legal and Regulatory:

Kelly Foley (Pilot)

Daniel Hill (Pilot)

Energy Procurement and Scheduling:

Denis Vermette (Pilot)



Daniel Hill (Pilot)

Programming:

Kelly Foley (Pilot)

Barbara Wunsch – Income Qualified Programming (Grid Alternatives)

Justin Hitchcock – Income Qualified Programming (Grid Alternatives)

Technical Services:

Denis Vermette (Pilot)

Daniel Hill (Pilot)



KEY STAFF RESUMES



Denis Vermette, MBA

PRESIDENT/CHIEF FINANCIAL OFFICER

PROFESSIONAL SUMMARY

Denis Vermette is a highly accomplished and comprehensively experienced executive with profound expertise in the finance and energy sectors. He applies powerful signature skills in strategic planning, finance and organizational design as an insightful executive, advisor and negotiator.

His powerful capability and strong skill set have been well evidenced as a President and Chief Financial Officer of Pilot Power Group/EDMS, LLC where he is recognized for achieving significant improvements in company profitability and efficiency, fostering alliances with business partners and optimizing internal operations.

EDUCATIONAL BACKGROUND

- Master in Business Administration – Mays Business School at Texas A&M
- Bachelor of Arts, Economics – University of Calgary, Canada

PROFESSIONAL HISTORY

PILOT POWER GROUP, INC/EDMS LLC, SAN DIEGO, CA

President and Chief Financial Officer

February 2016 – Present

As the President and CFO for Pilot Power Group/EDMS, Mr. Vermette is responsible for business development and the growth strategy. Providing coordination and direction for the company's community choice energy segment. Responsible for all financial components of the business including: accounting, finance, debt management, business planning, banking relationships, financial report, audit, and tax.

OASIS POWER LLC / TRIDENT RETAIL ENERGY LLC, HOUSTON, TX

Chief Financial Officer

August 2014 – January 2016

Mr. Vermette was individually responsible for all financial components for Oasis Power, LLC/Trident Retail Energy LLC. These responsibilities included accounting, finance, debt management, financial planning and analysis, banking relationships, financial reporting, audit, and tax.

- **Accounting:** Responsible for complete GL reconciliations; identified accounting irregularities and implemented effective of accounting controls to ensure accuracy of reporting. Responsible for financial reporting and executive presentations of financial statements.
- **Finance:** Created, implemented and managed entire company budget, business planning processes and monthly variance reporting. Improved financial performance by increasing quarterly EBITDA to \$2.6M from \$1.4M by expense reduction and margin analysis of products by market. Eliminated \$5.5M in preferred supplier debt in an eight-month period and reduced day's payable outstanding from over 120 to 45 days.
- **Cash Management:** Implemented daily short-term cash forecast model, optimized cash liquidity and accelerated pay down of preferred supplier debt.
- **Banking:** Migrated the company from a small business platform to a corporate banking platform with Bank of America, reducing banking fees and providing better controls around treasury management.

Denis Vermette, MBA

PRESIDENT/CHIEF FINANCIAL OFFICER

AMERICAN BUREAU OF SHIPPING (ABS), HOUSTON, TX

Global Treasurer (Contractor)

March 2014 – August 2014

Mr. Vermette led a team of three treasury managers with oversight of cash management, portfolio management and treasury operations.

- **Investment Management:** Oversight of \$1.4B pension and investment portfolios. Worked closely with each investment manager and custodian bank. Prepared and administered investment reporting for Investment, Pension and Finance committees.
- **Cash Management:** Oversight over 350 bank accounts in over 70 countries. Leading the selection process of a global Treasury Management System (TMS). Maintained and enhanced global cash forecast model.
- **Debt Management:** Management and oversight of three L/C facilities and assisted Finance Managers with the issuance of bid and performance bonds. Oversight of the company's \$100M revolving credit facility and ensured bank covenants were met.
- **Internal Controls:** Monitored and audited investment portfolio controls ensuring investment managers were in compliance with the Investment Policy Statement.

ARGENTEUS SOLUTIONS, HOUSTON, TEXAS

Managing Director/Owner

January 2013 – September 2015

- Retailco, LLC/ENow, LP/Spark Energy Ventures – Provided ongoing financial and operational consulting services to the leadership of Spark Energy Ventures group of companies. Developed 2014 business plan and budget.
- Steadfast Foundation – Developed a business plan, cash forecast and financial statements for a startup technology company that specializes in stabilizing foundations for buildings.

SPARK ENERGY, L.P., HOUSTON, TX

Vice President - Finance, Operations and Treasurer

January 2010 – December 2012

Responsibilities included leading a large team of personnel from a variety of departments including treasury, financial planning and analysis, credit risk, business operations and call center operations.

- **Treasury:** Managed all aspects of treasury, including cash flow, banking relationships, credit facilities and borrowing strategies, compliance with all debt covenants and collateral reporting. Reduced banking fees by 18% annually by completing an RFP for treasury services and implementing two additional banking relations.
- **Financial Planning and Analysis:** Oversaw annual, quarterly and monthly budgets, recommending corrective action as needed. Developed and implemented a short-term cash forecast model that identified possible cash needs three months in advance.
- **Credit Risk:** Developed a strategy for accounts receivable and collections, resulting in bad debt being reduced to 0.78% in 2011 and 1.38% in 2012, from an average of 3.4% in 2010.
- **Business Operations:** Managed a \$35M budget and reduced OPEX by over \$6.6M, through cutting costs, improving processes and increasing efficiency. Developed winning teams and provided mentoring and coaching for day-to-day operations.
- **Call Center:** Merged three independent call centers into one, saving the company \$1M through process improvements, synergies between disciplines and reducing staff. Also, improved service and occupancy levels to more than 75%.

Denis Vermette, MBA

PRESIDENT/CHIEF FINANCIAL OFFICER

SEQUENT ENERGY MANAGEMENT, L.P., HOUSTON, TX

Managing Director - Credit, Contracts and Compliance

October 2006 – January 2010

- Managed a \$3.5B energy risk portfolio of natural gas, fuel oil, producer services and retail relations. Supplied cross-functional management to the Contracts, Credit, and Compliance departments.
- Provided leadership, direction and the business insight necessary to anticipate and monitor risk associated with structured transactions, markets and counterparties.
- Oversaw monthly reporting, compliance with corporate policies, and portfolio and credit quality.
- Developed an online data warehouse of noncompliant transactions, allowing for easy data retrieval, real-time reporting and increased efficiencies.
- Developed and implemented an online contract and credit request form using Microsoft InfoPath, feeding into a real-time data log using SharePoint, resulting in increased efficiency and tracking.
- Implemented a counterparty credit underwriting and archiving system. Streamlined the review process, thus improving continuity and financial reliance on analysis.

DOMINION RESOURCES, INC., RICHMOND, VIRGINIA

Director, Portfolio Risk Management

June 2003 – October 2006

Managed a \$4B energy risk portfolio of power, natural gas, crude oil, coal, producer services, retail, aggregator and emission relations. Led a team of credit, contract and quantitative professionals.

AMEREN CORPORATION, ST. LOUIS, MO

Director of Credit

September 1999 – June 2003

KOCH OIL CO. LTD., CALGARY, CANADA

Credit Manager

March 1997 – September 1999



Kelly Foley, J.D.

SENIOR COUNSEL

PROFESSIONAL SUMMARY

Ms. Foley possesses legal capabilities across the full spectrum of energy industry sectors. Her breadth of experience, combined with her strength in multiple disciplines enables her to provide knowledgeable direction specifically for Community Choice Aggregation initiatives.

EDUCATIONAL BACKGROUND

- Juris Doctorate- University of Michigan Law School, Ann Arbor, MI
- Bachelor of Science, Economics Wayne State University, Detroit, MI Economics

PROFESSIONAL EXPERIENCE

PILOT POWER GROUP, SAN DIEGO, CA

Senior Counsel

March 2016 to Present

Responsible for Federal, State and Local legal, regulatory and compliance for non-utility load. Assists in all aspects of procurement and portfolio management. Develop and serve Community Choice Aggregation clients in all facets of inquiry, launch and operations.

TANOAK ENERGY ADVISORS, CA

Consultant

January 2015 to March 2016

Developed full service options for Community Choice Aggregation programs. Draft feasibility studies and ordinances, assist with community outreach, negotiate power purchase and structured finance transactions, analyze cost impacts, prepare GHG reduction forecasts, oversee utility data requests, and develop rate structures.

SONOMA CLEAN POWER, SANTA ROSA, CA

General Counsel/Consultant

December 2013 to March 2015

Executive management team member during program development, launch and operations. Provided all legal, regulatory and compliance services, including serving as Counsel for the Board of Directors, Business Operations Committee and Ratepayer Advisory Committee. Worked on GHG reduction and RPS strategies, FIT, and NEM.

THE CALIFORNIA ENERGY COMMISSION, SACRAMENTO, CA

Advisor to Commissioner Hochschild

March 2013 to November 2013

Chief of Staff to Environmental Seat Commissioner, responsible for the Renewable Portfolio Standard, municipal utility compliance and media. Develop and recommend key clean energy policy initiatives. Act as liaison to the California Governor's Office, the California Legislature, sister agencies such as the California Public Utilities Commission and the California Independent System Operator, and Commission constituents. Provide analysis and support to the Commissioner on voting agenda review.

THE VOTE SOLAR INITIATIVE, SAN FRANCISCO, CA

Regulatory Director and Legal Counsel

June 2010 to February 2013

Management level director for non-profit solar and climate change advocacy organization. Formulate regulatory strategy for California. Advocate for sustainable policies before the California Public Utilities Commission and the California Independent System Operator in integrated resource planning, distribution interconnection, storage, resource adequacy, procurement, residential rate reform and solar rate design proceedings.

SEMPRA ENERGY, SAN DIEGO, CA

Senior Attorney

January 2003 to June 2009

Kelly Foley, J.D.

SENIOR COUNSEL

Management level regulatory counsel for investor-owned utility and unregulated businesses. Represent the companies before the California Public Utilities Commission, the Federal Energy Regulatory Commission, and other government agencies. Work closely with business units in developing smart metering, rate making and rate design strategies. Other areas of experience include transmission siting applications and participation in procurement Request for Offers as both buyer and seller representative. Design and implement historic update of the utility Wholesale Distribution Access Tariff.

PACIFIC GAS AND ELECTRIC COMPANY, SAN FRANCISCO, CA

Attorney

January 1997 to December 2002

Regulatory counsel for investor-owned utility. Represent the utility before the California Public Utilities Commission, the Federal Energy Regulatory Commission, and other government agencies. Negotiate agreements involving multiple entities including the Department of Energy Laboratories, the Bay Area Rapid Transit System, the Western Area Power Administration, the Westlands Water District, and California municipal utilities. Specialize in wholesale transmission tariff and rate making issues.

DAVIS WRIGHT TREMAINE, SAN FRANCISCO, CA

Associate Attorney

June 1996 to December 1997

Represent energy industry clients in regulatory matters. Areas of practice included deregulation and direct access, power sales and regulatory compliance.

MERCED AND NAPA COUNTY, CA

Deputy County Counsel

January 1994 to May 1996

Primary areas of responsibility include environmental services and planning and development. Serve as joint powers authority legal counsel to waste management and hospital boards.

NATIONAL ECONOMIC DEVELOPMENT AND LAW CENTER, OAKLAND, CA

Fellow

January 1993 to December 1993

Research and writing Fellow focusing on Community Economic Development strategies and providing legal advice to non-profit organizations.



Bryson Allen

CHIEF TECHNOLOGY OFFICER

PROFESSIONAL SUMMARY

Thirteen years of experience in the California, Texas and Portland electricity retail markets. Specialize in electricity data management including billing and settlement, account setup and maintenance, meter data analysis, and market data communications. Currently leads the Development and IT department to create flexible and scalable software to support electric retail activities.

EDUCATIONAL BACKGROUND

- Bachelor of Science, Management Science, Department of Economics, University San Diego CA
- Minor, Computer Science, University San Diego CA
- Software Engineering Management, UCSD Extensions, San Diego, CA
- Accounting, UCSD Extensions, San Diego, CA

PROFESSIONAL EXPERIENCE

PILOT POWER GROUP/EDMS LLC, SAN DIEGO, CA

Chief Technology Officer

2017 – Present

- Responsible for the design and execution the company's software development roadmap
- Supports business development efforts utilizing electricity market and software experience
- Responsible for the successful deployment of technologies company wide
- Responsible for the identification of hardware and software technologies required to support current and new business
- Leverages software and technologies to create strategic market advantages

PILOT POWER GROUP/EDMS LLC, SAN DIEGO, CA

Chief Operating Officer

April 2011 – 2017

- Orchestrated the design and development of scalable software systems to support extreme account growth in California.
- Served to bridge the company's operational needs and software development efforts
- Hired senior and mid-level software developers to form the Development Department.
- Managed IT development for creating redundant and geographically separated data processing co-locations.
- Conducted software development efforts needed to provide back office support for clients in the ERCOT and Portland General Electric markets.
- Completed certification of EDMS as a qualified CAISO Scheduling Coordinator.
- Responsible for the analysis and submission of monthly/annual CRR nominations to the CAISO.
- Hired and trained additional operations staff to form the Operations Department.
- Designed CRR nomination strategy and worked with development team to create software solution
- Responsible for the analysis and submission of monthly/annual CRR nominations to the CAISO
- Identified market changes and mitigated their impact on business activities by revising operational protocols and implementing software updates.
- Resolved escalated and complex scheduling coordination issues on client's behalf.
- Conducts advanced meter data analysis including forecasting for supply procurement.

Bryson Allen
CHIEF TECHNOLOGY OFFICER

PILOT POWER GROUP, SAN DIEGO, CA

Director of Operations

January 2010 – July 2013

- Trained and managed operations staff to perform daily operational tasks
- Completed certification of Pilot Power Group as a qualified CAISO Scheduling Coordinator
- Project managed software retrofits needed to reflect CAISO's transition to a nodal market
- Hired C#/.Net/SQL developers to write software to support operational growth
- Managed supply contracts and aggregation for scheduling to the CAISO
- Managed monthly billing and settlement processing

PILOT POWER GROUP, SAN DIEGO, CA

Operations Specialist

July 2004 – February 2010

- Responsible for the setup and maintenance of electric retail accounts with utilities.
- Coordinated meter installation and repairs for customer owned meters.
- Responsible for meter data aggregation and submission of Settlement Quality Meter Data (SQMD).
- Responsible for market data communications including VAN Setup and DASR testing.
- Developed .net/C# web application to generate, track, and parse EDI transactions from PGE, SCE, SDGE.
- Developed web applications to automate operations tasks.
- Established long-standing relationships with utility reps in California.



Sheetal T. Parr, MBA

DIRECTOR OF OPERATIONS

PROFESSIONAL SUMMARY

Sheetal Parr directs high quality services and deliverables to achieve business performance outcomes, optimum levels of service, standards and compliance requirements with a focus on enhancing client experience consistent with Pilot Power Group/EDMS LLC's vision, values and objectives.

EDUCATIONAL BACKGROUND

- Masters in Business Administration- Regis University
- Bachelor of Science-Business Administration: Finance concentration-State of New York University at Buffalo.

PROFESSIONAL HISTORY

EDMS LLC, SAN DIEGO, CA

Director of Operations

May 2017 – Present

- Primary responsibilities to train and manage Operation Staff to perform daily operational tasks.
- Responsible for Procurement for Energy, RA and RPS products for Pilot Power Group Customers.
- High level monthly billing and settlements processing review.
- Responsible for streamlining internal and external business processes.
- Develop succession plan for key and critical roles.

POWER COSTS INC. (PCI)

Principal Business Analyst

April 2016 – May 2017

- Primary responsibilities of product development for Gas ETRM system.
- Responsible for Project Management for various Gas System Implementation projects.
- Subject matter expert for all Gas System Implementation for PCI clients.
- Responsible for preparing product and project documentation/demos for new Clients.

SHELL GAS AND POWER TRADING

Supervisor West Sales Group

March 2013-March 2016

- Manage team of seven between San Diego and Houston Offices.
- Responsible for West Team Sales margin targets.
- Responsible for goals, performances and appraisals.
- Established and executed a working plan on cross-training as well as succession planning for key and critical roles.
- Continue to take a lead role in process improvement for Sales and Planning.
- Ensure Staff maintains strong relationships and open lines of communication as measured by customer survey results and feedback from internal/external stakeholders.
- Support implementation of Dodd-Frank required processes.

Inside Sales Team Lead – West C&I Group

July 2008-March 2013

- Deal directly with primarily existing customers to help manage their accounts including renewal of existing deals and troubleshooting various customer related issues.
- Liaise with internal and external parties to ensure implementation.
- Provide ongoing customer price updates, market fundamentals/trends to existing customers.
- Develop Load Analysis so Outside Sales can provide pricing for proposals.
- Prepare proposals and RFP's as required.

Sheetal T. Parr, MBA

DIRECTOR OF OPERATIONS

- Provide analytical and functional support to the Outside Sales Team relating to customer deals for both Natural Gas and Power.

Senior Settlement Accountant Team Lead – Gas Accounting

January 2006-July 2008

- Establish, maintain and effectively interact with marketers, traders, contract admin, schedulers, volume accountants and customers.
- Determine business process improvement opportunities.
- Develop and maintain detailed worksheets to track complex purchases and/or sales transactions not capable of being processed systematically.
- Resolve pricing and volume discrepancies with customers and internal groups prior to settlement.
- Review and process gas sales invoices and supplier payments for settlement via manual spreadsheet and Nucleus.
- Coordinate account reconciliations with staff and management.
- Complying with SOX requirements.
- Assisting with month-end operational and financial close as required.

NATIONAL FUEL GAS CORPORATION

Rates Analyst II, Rates and Regulatory Affairs – Market Planning

July 2005-January 2006

- Assisted in preparation of the corporate long-range demand requirements.
- Involved with preparation of testimony, exhibits and interrogatories for proceedings for the annual Pennsylvania Gas Cost Filing 1307(f).
- Performed statistical analysis necessary to determine the long-range demand requirements using forecasting methodologies.
- Developed peak day studies for both capacity and operational requirements.
- Computed the impact of transportation migration on imputed revenues.
- Prepared various monthly and quarterly reports such as the impact on earnings per share and the operation of the Weather Normalization Clause.
- Complied with legislation pertaining to the New York State Energy Planning Proceeding.

Gas Accountant II

August 2002-July 2005

- Maintained responsibility as various pipeline expert in terms of timely nominations.
- Monitored operational conditions and scheduled quantities on eight pipelines in order to maintain reliability of supply.
- Completed capacity releases and segmented release transactions on these pipelines.
- Developed understanding of issues involved in trading gas – transaction points, operational considerations and trading options.
- Reviewed contracts that govern National Fuel Gas Distribution Companies' trading activities.
- Attended industry functions and develop contacts.
- Developed management skills and educational opportunities.
- Traded in market areas with daily spot prices using ICE.
- Developed and presented the model recommendations with the use of the Sendout Model for monthly gas plans and also associated with evaluating and renewing/replacing transportation/storage contracts.
- Produced detailed analysis of the daily gas volume, storage, and sales activity.
- Developed the best-cost plan from a range of weather and price.
- Responsible for generating forecast reports for monthly GAC filing.

Gas Accountant I

July 2001-August 2002

- Performed monthly pipeline reconciliation to confirm complete accounting for all gas receipts and deliveries by the end of the month following production.
- Verified all imbalances and provided information to build a Monthly Imbalance Report by the end of the month following production along with supporting pipeline documentation.

Sheetal T. Parr, MBA

DIRECTOR OF OPERATIONS

- Compiled, reviewed, and analyzed information for the preparation and presentation of internal and external reports.
- Prepared and processed transportation and cash out invoices as required by contract.
- Settled physical volumes and dollars with counter parties.
- Assisted on the development, implementation and testing of the new Supply Business System in reference to Gas Accounting and Transportation and Exchange.
- Assisted in testing and analysis of the system to help provide a successful transition.

Gas Accountant I

January 2000-July 2001

- Prepared and scheduled gas for shippers on and off the transportation system.
- Confirmed and reconciled month end volumes for approved nominations with pipeline companies.
- Prepared daily quantities for end of day confirmation.
- Maintained gas supply, storage and transportation volumes.
- Input daily nominations into the database system.
- Analyzed gas supply transactions and identified financial accounting issues and operational concerns.
- Reconciled end of month volumes with other pipelines.
- Balanced off system balance agreements.



Daniel Hill

ASSISTANT CONTROLLER

PROFESSIONAL SUMMARY

Mr. Hill possesses a vast knowledge of retail energy and settlements in California, Texas, and Oregon. His strong analytical skills developed through mathematically-rigorous economics coursework which allows for reporting accuracy and efficient planning.

Mr. Hill also has extensive experience and emphasis in the areas of Energy Economics, Econometrics, Public Policy Analysis, Advanced Financial Accounting all that are coupled with significant energy and software training and development.

EDUCATIONAL BACKGROUND

- Bachelor of Arts, Economics with a minor in Accounting
- Bachelor of Arts, Political Science with a concentration in Public Policy
- University of California, San Diego, Magna cum Laude

PROFESSIONAL HISTORY

EDMS, LLC – SAN DIEGO, CA

Assistant Controller

August 2011 – Present

- Oversee accounts receivable, accounts payable, cash management
- Produce monthly financial statements
- Oversee direct access energy billing for several service providers in multiple markets
- Developed new system to account for renewable energy credits and forecast procurement needs
- Developed improved controls for month end accounting processes
- Implemented purchasing and procurement software where no formal system existed
- Implemented short-term cash forecasting process
- Coordinated and oversaw ERP system upgrade

Accounting and Operations Senior

August 2012 – June 2016

- Analyze and settle direct access energy charges for six different entities in three territories
- Prepare and review direct access energy invoices and reports
- Oversee utility user taxes, including researching tax codes
- Oversee power scheduling for multiple entities on a daily basis
- Maintain fixed asset documentation and depreciation schedules
- Research new markets in two states and assist in development of settlement processes Act as liaison to California Independent System Operator
- Create load profiles for potential customers based on historical data
- Manage settlement quality meter data self-audit for five different entities
- Communicate with both back-office and retail customers and consultants
- Basic SQL query usage

Accounting and Operations Staff

August 2011 – August 2012

- Bill and maintain database of direct access electricity customers
- Identify and communicate issues to utility companies with meter or account data
- Schedule electricity in California day-ahead market
- Create NERC e-tags for imported power
- Process, validate, analyze and submit settlement quality meter data to ISO
- Prepare utility user tax returns
- Process accounts payable
- Troubleshoot system issues and write software bug reports

Ken B. Goldenberg

President

2487 Shattuck Avenue Berkeley, CA 94705
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Email: keng@directlineanswers.com

Professional Summary



Ken is committed to coupling a human touch with state of the art technological elements so as to ensure all areas of service are functioning at peak efficiency and quality at all times.

As a Bachelor of Science, Business Administration graduate from San Diego State, Ken is a second generation owner of Direct Line Tele Response. After his parents and Direct Line founders, Ruth and Larry Goldenberg, retired in 2012, Ken assumed the role as President and Owner. His responsibilities continue to build upon the quality of service that was established over 38 years ago.

The industry looks to Ken as a leader and decision maker for the betterment of the Tele-Services industry. His constant sharing of best practices and extensive technological savvy is recognized as the best in the industry.

Relationship to Bidder

President and Owner of Direct Line Tele Response.

Project Role

Ken will be overseeing all aspects of this project including contract negotiations.

Educational Background

San Diego State University: BS, Business Administration

Relevant Experience

Ken has been involved in the Call Center industry for well over 25 years. He has been instrumental in growing Direct Line to the flagship organization it is today. His technological experience and business acumen has positioned Direct Line to be one of the leading Call Centers in the industry particularly for municipalities.

Certifications and Merits

Ken has had the distinct honor of serving as a member of the ATSI Board of Directors as well as serving as the President of the PINetwork Board of Directors during 2007-08. In addition, Ken was awarded the prestigious Allen Kalik Award in 2012. This award recognizes PINetwork members whose unselfish dedication and leadership have led to the advancement of the PINetwork Group.

Professional History

Direct Line Tele Response: President/Owner: September 1979- Present

Ken has been a part of Direct Line since its inception. He has mastered and led every position and now leads the company as President and Owner. For the past 15 years, Direct Line has been recognized at an unprecedented level for providing award winning call center services by winning the Association of Tele Services International's most coveted top honor, the Diamond Plus Award of Excellence. Direct Line is the most awarded Call Center in the State of California and is industry recognized as the best of the best.

Beth Devine

Director of Marketing

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Professional Summary



Beth Devine has enjoyed a substantial career within Sales, Marketing and Business Development where for over 25 years, she has leveraged her knowledge, experience and talent to develop multi-million dollar businesses for many high profile companies such as Direct Line Tele Response, Greenwood & Moore, Inc., Gymboree Corporation, Cato Corporation and New York & Company just to name a few. Beth's bottom-line thinking and philosophy of "never confusing effort with results" has helped her achieve many goals and objectives throughout her career making her one of the most sought after Business Development professionals in the nation.

Beth's responsibilities include:

- Overall business development
 - Top line growth through strategic lead generation
 - Marketing content development/management
 - Internet/website/social media positioning
 - Process improvement
 - Member of the Hiring Team
-

Relationship to Bidder

Beth is currently the Director of Marketing and Call Center Operations for Stockton, CA office.

Project Role

Beth will be assisting with the hiring process for all new Call Agents associated with this account.

Educational Background

Florida State University, Bachelor of Science, Fashion Merchandising
Tallahassee Community College, Associates of Arts

Relevant Experience

Beth has been involved in the Call Center industry for over three years. She is responsible of all areas of business development, marketing and lead generation. She currently manages the Stockton branch for Direct Line.

Certifications and Merits

- QuickBooks Certified
 - Area Membership Director, Rotary International
 - John Goe Award, Rotary International
 - Castro Valley Chamber of Commerce, Board Vice President
 - Castro Valley Rotary, Member of the Board
-

Professional History

Direct Line Tele Response

Director of Marketing November 2016 – Present

Director of Sales and Marketing December 2013- November 2016

Beth is responsible for creating and implementing comprehensive sales, marketing and business solutions including but not limited to sales management, content development, email marketing and direct mail campaigns. Her strategies have elevated this well established Call Center/Answering Service to a new momentum phase on its own business growth curve.

Greenwood & Moore, Inc.

Vice President of Business Development June 2002-December 2013

Beth created and implemented solutions for all areas of business development including sales, marketing, finance and operations. She was responsible for maximizing growth and profitability for this well established civil engineering and land surveying firm.

Notable Results and Initiatives Include:

- Increased gross revenue 300%.
 - Managed all areas of marketing and business development.
 - Implemented processes and systems to ensure substantial growth and profit.
 - Project management for a variety of civil engineering and land surveying projects.
-

Prior to 2002, Beth had a successful career in the retail industry. Companies include the following:

New York & Company

District Manager May 2001 - May 2002

- \$12M district of nine (9) stores selling woman's apparel.

McWhorter's Stationers

Director of Store Operations November 1999 – April 2001

- \$60M company of 27 stores selling office products, gifts, and stationery.

Gymboree Corporation

Regional Director-Internal promotion from District Manager October 1997 – November 1999

- \$50M corporate office region of 51 stores selling children's apparel.

Bebe

District Manager April 1997 - October 1997

- \$12M district of six (6) stores selling woman's apparel.

Cato Corporation

District Manager November 1993 - March 1997

- \$15M district of 17 stores selling woman's apparel.

Body Shops of America

District Manager October 1986 - January 1993

- \$6M district of 8 stores selling woman's apparel.
-

John Freire

IT Director

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Email: johnf@directlineanswers.com

Professional Summary



John Freire is an innovative IT professional with a dedicated career reflecting strong technical, problem solving and communication skills supporting cutting-edge information, telephony and networking systems. Expertise in conceptualizing and delivering simultaneous large scale projects on time and under budget.

John has been our in-house Director of Information Technology since early 2007 and is responsible for all aspects of our technology infrastructure.

Relationship to Bidder

John is the Director of Information Technology at Direct Line and has been for close to 10 years.

Project Role

John's responsibilities include:

- Call Center hardware and software management
- Data Center hardware and software management
- Infrastructure and disaster recovery systems
- Database management and script programming

Educational Background

San Francisco State University: Business Administration (Information Computing Systems)

Relevant Experience

John has over 30 years of Call Center and Information Technology experience as outlined in his Professional History summary.

Certifications and Merits

- Allen Kalik Award 2016
- President-Professional Inbound Network PI Users Group 2005-2006

Professional History

Direct Line Tele Response - Berkeley, CA 2007 - Present

Director of Information Technology

Performs installation, upgrade and support of existing hardware and software systems to current industry standards including:

- Server and Desktop (Microsoft Windows) - Security (Cisco / SonicWALL Firewalls)
- Telephony (PBX / ACD / IVR / VoIP) - Email (Exchange Server)
- Backup (Datto/BackupExec) - Reporting (Crystal Reports)
- Remote Agents (Remote Desktop Services) - Database (SQL Server/Sybase-ADS)

Proxy Communications, Inc. - Brisbane, CA 1988 - 2006

Information Systems Director

Accomplished and enterprising technical leadership of a multi-million dollar inbound call center operation spanning 18 years of service. Scope of position was expansive and included departmental direction, full design, installation, implementation, support, training, administration and management authority for:

- 24x7x365 Call Center and Data Center - PC Desktop Systems
- PBX / ACD / IVR / VoIP Support - LAN/WAN Network Services & Support
- Telephony Support - T1's, DS3 - UNIX Systems Administration
- Data Security / Network Security - Routers / Firewalls / VPN's
- Database Administration - Email / FTP Admin
- Help Desk - Web/Intranet Design and Operation
- (CTI) Computer Telephony Integration - Terminal Services / CITRIX Systems

Key Projects and Achievements:

- Implemented disaster recovery and fault tolerance plans reporting near 100% uptime across all systems in a 24x7 environment.
- Devised and handled the installation of a 100 seat call center facility including all hardware, ACD and software systems within a two month period.
- Designed and managed a companywide 24x7 Help Desk.
- Planned, directed, and executed multiple call center acquisitions into the existing call center environment.
- Brought all systems (in-house and vendors) into Y2K compliance.
- Provided software solutions for clients as value added contract deliverables significantly increasing customer loyalty.

Managed Continuous Transition from Older Technology to Current Industry Standards Including:

- Microsoft Applications: Windows (95/98/2000/XP/2003), Office (2000/XP/2003/2007), SQL Server (6.0, 6.5, 7.0, 2000), Exchange Server (5.0, 5.5, 2000, 2003), IIS Internet Information Server (4.0, 5.0, 5.1, 6.0), ISA Internet Security and Acceleration Server (2.0, 2000, 2004), Visual Basic (VBA, VB5, VB6).
- Network Hardware: Cisco, CiscoPIX, and SonicWALL Firewalls and Routers.
- Telephony Systems: eOn eQueue, ASPECT, STARTEL and TASCOM Call Center / ACD and IVR Systems, Northern Telecom (Nortel) Meridian PBX Systems, BLUE PUMPKIN Workforce Suite, Professional Teledata PI-2000 Software System, Ecometry Data Exchange
- Legacy Systems - IBM RS/6000 AIX, PICK Operating System

US Sprint Communications - Burlingame, CA 1983 - 1988

Systems Support Specialist

- Acquired computer and voice/data skills in the Rapid Prototyping Department.
- Served as Network Administrator for telephony and computers systems.
- Provided technical consulting and training in the use of PC's for various departments.
- Performed maintenance, servicing, and upgrading of software and hardware.
- Experienced in the use of special systems including, Voice Verification Systems, Voice Recognition Systems, Text to Speech, and integrated Voice/Video Computer systems.

Gretchen Lodderhose

Operations Manager

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Professional Summary



Gretchen is a key member of our management team as she leads our Operations Department of 50+ Call Agents. She began her career as a call center representative in 1985 in Queens, NYC. Within four (4) years she was managing the Technical Support Department for this communication software company. After spending 25 years in NYC working in call centers for various companies, including Time Warner Cable, Waste Management, and the NYC Department of Education, she returned home to San Francisco Bay Area and joined Direct Line in 2012.

Relationship to Bidder

Gretchen has been our Call Center Manager since 2012.

Project Role

Gretchen's responsibilities include:

- Operational compliance
- Statistic management
- Staffing, training and leadership development
- Call Agent scheduling and performance management

Educational Background

- University of Phoenix, Business Administration - Pending

Relevant Experience

With over 30 years of experience in Call Centers, Gretchen is by far one of the most experienced and qualified Call Center Operations professionals in the industry.

Certifications and Merits

- Multiple Certificates in Professional Development/Management /Quality Assurance
- Association of Tele Services International Professionally Certified Call Agent

Professional History

Direct Line Tele Response - Berkeley, CA 2012 – Present

Operations Manager

- Manage all HR areas related to call center staff
- Create multiple training programs to increase productivity and morale
- Resolves escalated customer complaints and disputes
- Screen, interview, and hire new employees
- Perform disciplinary actions
- Mediate employee disputes

NYC Department of Education - Brooklyn, NY 2007 – 2011

Call Center Trainer, 08/10 to 12/11 – Call Center

- Create material utilized for call center training
- Lead training of existing and new hire classes
- Identify needs and provide solutions management
- Revise policies and procedures to increase staff productivity
- 311 liaison

NYC Department of Education - Brooklyn, NY (continued)

Call Center Supervisor December 2007- August 2010

- Supervised a highly responsive staff of 25-30 providing support to staff, parents and students.
- Supervise the implementation of continuous data driven improvement
- Resolve complex problems and conflicts when necessary
- Train and develop staff following quality assurance guidelines
- Maintained attendance and payroll records
- Monitored call center queue to ensure service agreements were maintained
- Performed disciplinary actions when necessary

Waste Management - Brooklyn, NY 2005-2006

Supervisor – Call Center

- Design material used to train new hires
- Facilitate new hire training
- Monitor calls, provide coaching to representatives
- Issue account credits and adjustments
- Resolve irate caller issues

TML Information Services – Queens, NY 1986-1996

Call Center / Technical Support Manager 2001-2005

- Create User Guides for customer products
- Facilitate new hire training
- Monitor calls, quality assurance
- Issue account credits and adjustments
- Resolve irate caller issues
- Perform disciplinary actions as needed

Constance Masinga-Loville

Skills Development Coordinator

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Professional Summary



Constance Masinga-Loville is our in-house Call Agent Skills Development Coordinator and is responsible for all aspects of Call Agent training. With over 30 years of experience within the Call Center Industry, Constance began her career using cord plug boards known as PBX. Since 1993, Constance has been an integral part of the Direct Line team. She started as a Tele Receptionist and quickly moved into a "Lead" position. After mastering the "Lead" position, she was then promoted to "Person in Charge or (PIC), from PIC, Constance assumed the role of Swing Supervisor and now she is our company Skills Development Coordinator.

It is important to note that Constance has been instrumental in multiple training process improvement initiatives here at Direct Line. She is responsible for creating our training infrastructure and ensures that all ATSI Standards of Excellence are trained and performed consistently to all Call Agents.

Relationship to Bidder

Constance has been a part of the Direct Line team since 1993 and has led our Call Agent Training and Development department for 11 years. Constance has been hugely instrumental for Direct Line's success in winning 15 consecutive ATSI Awards of Excellence and becoming the most awarded call center in the state of California.

Project Role

Constance's responsibilities include:

- Development and training of all new hires
- Managing ongoing training and development for existing Call Agents
- Training process improvement
- Call Agent performance management

Educational Background

College of San Mateo: Liberal Arts 1976
Cal State East Bay: Social Studies/Marketing-pending

Relevant Experience

With over 30 years of experience within the Call Center Industry, Constance has experienced firsthand the changes in technology and has been able to adapt and train her team successfully while ensuring complete client satisfaction at all levels.

Certifications and Merits

- Association of Tele Services International Professionally Certified Call Agent

Professional History

Direct Line Tele Response, Berkeley CA 1993- Present

Skills Development Coordinator 2006-Present

Originally hired as a Call Center Agent in 1993, Constance now leads the skills development, quality control/quality assurance and mentoring teams here at Direct Line. She is responsible for all training initiatives and coaching practices to ensure Call Agents are delivering the expected service level for all clients.

A Piece of the Rainbow 1992-1993

Customer Service Representative

Responsible for managing all aspects of customer service and customer relations. Assisted in order placement of product line and promotion implementation.

Burns Security 1988-1989

Security Officer

Provided security service including monitoring and observing facility.

Payless Shoe Source 1987-1988

Management Trainee

Responsible for managing customer service escalations and assisted in order taking.

Glass Answering and Paging Services-1986-1987

Call Center Agent

Call taking and Messaging for medical and dental offices

Nordstrom

Customer Service Representative 1982-1986

PBX Department-operating Sentex Systems, paging, message delivery, data entry and customer satisfaction.



Barbara Eileen Wunsch

OBJECTIVE

To continue to serve low income residents on the Central Coast through fundraising and relationship building in my role at GRID Alternatives.

EXPERIENCE

5/2014 – Present GRID Alternatives Central Coast Atascadero, CA Development and Programs Manager

Currently working for one (1) of ten regional offices nationwide for expanding non-profit, GRID Alternatives. Responsible for overseeing all aspects of fundraising throughout our five (5) county territory including the counties of Santa Barbara, San Luis Obispo, Monterey, Santa Cruz and San Benito. Job duties include: maintain and increase donations from individual, corporate, foundation, and jurisdictional supporters; solicit corporate donors through corporate-sponsored workday program; manage grant proposals to multiple foundations and government agencies, including researching opportunities, managing deadlines, writing proposals, and submitting timely, accurate reports; manage communications including: web content, social media, publications; solicit new individual donors and implement campaigns to expand giving from existing donors; responsible for all aspects of planning and fundraising for our annual solar installation/fundraising event, Solarthon; acknowledge and track donors using Salesforce.com database; represent the organization to potential donors, funders, government officials and sponsors; plan and execute all fundraising and cultivation events, donor site visits, media opportunities, speaking engagements/presentations.

Key Achievements:

- Researched and compiled 18-month development plan for Central Coast office to guide fundraising and communications efforts to achieve short and long term goals; strategic partner to Regional Director
- Planned and executed multiple Solarthon events including the coordination of event participants, local fundraising, securing corporate sponsorships, event logistics and community/jurisdictional support
- Developed numerous partnerships with area educational institutions (Continuation High Schools, public High Schools, Community Colleges, and Universities) in support of our Students to Solar and Youth in Solar installation training programs; currently renewing an expanded partnership with John Muir Charter School through CA Career Pathways Trust grant
- Researched, authored and submitted numerous grants for the organization, securing funds in excess of \$250k

2/2011 – 5/2014 Hartnell College Salinas, CA Grant and Program Coordinator

Developed and coordinated programs and activities with adherence to the specifications of various grant requirements, planning high-level events to increase students' awareness of various local, in-demand high wage careers and educational opportunities available to them, attended conferences nationwide to research and increase knowledge about 21st Century learning, Common Core/NGSS implementation, Smarter Balanced Assessment Consortium delivery methods and technology needs (which led to district-wide purchase of Chromebooks for student use), and provided professional development to help teachers improve STEM teaching techniques in elementary and middle school classrooms throughout Monterey County

Key Achievements:

- Created, planned and coordinated a 5-week Summer Bridge program for Hartnell College in collaboration with the CA Endowment, National Science Foundation, and CA Department of Education, successfully enrolling 100 students from throughout Monterey County (3 years in a row), exceeding expectations for enrollment by 20% and obtaining additional program funding in excess of \$10,000 for this achievement



- Worked with Director of Advanced Technology at Hartnell College to develop curriculum for middle school students to engage them in hands-on projects in the areas of robotics, digital media, and healthcare thus expanding the scope of the CTE Community Collaborative Grant by keeping career focuses of the grant modernized and up to date as job trends change
- Assisted with the writing, management and facilitation of new grants to support Hartnell College's commitment to increase student educational opportunities, including the implementation of a technologically advanced NASA Aerospace Engineering Lab and being trained as an administrator in this lab for delivering curriculum to K-12 students
- Effectively demonstrating my ability to perform all tasks needed independently: planning and executing high-level events, working well collaboratively with others, documenting and presenting grant achievements to multiple steering committees and at School Board meetings comprised of administrative and faculty representatives and board members from Hartnell College, Salinas Union High School District, and multiple other districts located throughout Monterey County.

8/2009 – 2/2012 B and B Country Chicken Templeton, CA Owner/Operator

Determined need for locally grown, free-range chicken and turkey on the Central Coast. In addition to researching and starting company, was responsible for operations, sales, marketing, accounting, and all aspects of conducting business locally and in various counties throughout California. Educated consumers about the importance of local, sustainable food sources. Established numerous agricultural relationships throughout the county and started a turkey co-op with other local growers.

5/2007 – 8/2009 Cuesta Community College San Luis Obispo, CA Instructor

Assisted Cuesta College Community Programs Director by developing curriculum and delivering instruction to 80+ high school Algebra remediation students in San Luis Obispo County, including work for two (2) years at Templeton High School and one (1) year at San Luis Obispo High School

8/2006 – 8/2009 King City Union School District King City, CA Instructor

Responsible for educating 6th, 7th and 8th grade students in a large public school with a 93 percent Hispanic student population. Subjects taught include Algebra, 8th grade AVID, ELD, Science, PE and CST test-preparation courses.

EDUCATION AND TRAINING

Master of Arts, Education (2003)

University of Phoenix, Scottsdale, AZ

Received training and directly applied knowledge in the areas of: managing a classroom, working with special needs students, improving methods of incorporating technology into curriculum, implementing educational pedagogy, team-building, cooperative learning, oral presentations, communication with others – both written and oral, working within schedule constraints, attending professional development opportunities, personalizing instruction, and researching and developing Master's thesis

Bachelor of Science, Fine Arts (1999)

University of Oregon, Eugene, OR

Involved with several campus organizations, including ROTC, University Fibers Club, Intermural Volleyball, Environmental LAW Organization. Utilized leadership qualities, received ROTC scholarship, and participated in and organized numerous fundraising efforts across disciplines



TECHNICAL SKILLS

Skilled with MAC OS, Windows 95, 98, 00, XP, MS Office (Word, Powerpoint, Excel, Outlook, Publisher), Novell Groupwise, MS Frontpage, Activestudio, Pages, Powerschool, Scholastic Reading Inventory, Reading Counts, use of Promethean Board, LCD projector, ELMO, Advanced Internet Skills, Gmail, Google Drive, Google Calendar, Mimio Interactive Whiteboard, Salesforce Database System, Foundation Center Database, Adobe Acrobat 9 Pro, Adobe Acrobat Creative Cloud Products (Illustrator, Photoshop, InDesign)

PROFESSIONAL ORGANIZATIONS

Monterey County Business Education Research Institute – Executive Board Member
Organization primarily involved with connecting business to education for the purpose of effectively preparing students for the workforce, creating Internship/Externship opportunities, organizing functions to introduce students to workforce concepts, and fundraising to raise monies for student scholarships

Partners in Education, Monterey – Committee Member

Monterey Chamber of Commerce sub-committee dedicated to creating collaborative opportunities between Monterey business and educational entities to improve student achievement and lead students in the direction of workforce readiness



Justin Hitchcock

PROFESSIONAL EXPERIENCE

GRID Alternatives – Atascadero, CA

Regional Director 5/2015 – Present

- Manage 16 staff members within two offices while maintaining a positive work environment.
- Create and manage budget and implement long-term strategy.
- Cultivate community partnerships and donors.

Project Manager 10/2014 – 5/2015

- Manage 8 construction staff members.
- Create tools through Excel and Salesforce to improve scheduling and task organization.
- Consistently meet or exceed monthly installation goals.
- Schedule the monthly calendar, weekly schedule, and all construction activities including site visits, installations, inspections, and service calls.
- Complete 2-4 designs per month.
- Oversee warehouse management and equipment ordering.
- Maintain a short invoicing backlog and accurate inventory count.

Outreach Coordinator 3/2012 – 10/2014

- Managed a caseload of over 160 low-income families throughout the various stages of the process to becoming the owner of a solar-electric system.
- Created and implemented outreach and marketing strategies to attract new clients.
- Developed key partnerships with various community leaders and neighborhood organizations.
- Lead the outreach department in the development and implementation of the outreach strategy for 3 Solarthons.
- Created policy changes to make outreach strategies more efficient, productive, and cost effective.
- Established policies to encourage cross-departmental collaboration.

United States Peace Corps – Dominican Republic

Community Outreach and Project Manager 8/2009 – 12/2011

Appropriate Technology



- Managed various community service-learning projects for 20 high school volunteer groups in collaboration with the Caribbean Sustainability Institute.
- Directed all phases of a community initiative to install 60 biomass cookstoves including the facilitation of community informational sessions, training of locals, fundraisers, stove construction, and follow-up home visits.
- Provided support for the design, management, and construction of 6 community gravity-fed water systems.

Education

- Supervised and directed a community initiative to open a library in the local school, now serving over 500 children.
- Co-directed and programmed 10 national/regional youth camps, which included over 700 participants and focused on various topics including environmental awareness and diversity.
- Facilitated weekly meetings, events, and excursions for 5 educational community youth groups.

Fundraising and Financing

- Fundraised and managed a \$20,000 budget funded by 11 grants and donors for various community projects.

City of Lafayette – Lafayette, CA

Engineering Intern

6/2008 – 9/2008

- Designer/contractor coordination during the construction of the Lafayette Library and Learning Center.

Cal Poly Fund – San Luis Obispo, CA

Fund-raising Representative

7/2005 – 6/2008

- Personally raised \$110,000 in donations for Cal Poly through correspondence with alumni and private donors.

RBF Consulting – Temecula, CA

Land Development Engineering Intern

6/2006 – 9/2006

- Drafting, estimating, correcting plans, and designing for the development of Spencer's Crossing, a community consisting of 1,793 single-family homes.

EDUCATION



- **Fundamentals of Project Management** 5/2015
 - Fred Prior Seminars – Oakland, CA
- **Advanced PV System Design** 9/2013 – 10/2013
 - Solar Energy International – PVOL202 Solar Training – Online
- **Nonprofit Management Fundamentals** 12/2012
 - Center for Non Profit Management – Los Angeles
- **B.S. Civil Engineering** 9/2003 – 6/2008
 - California Polytechnic State University – San Luis Obispo, CA
- **Cal State International Program: 1 year exchange** 2/2007 – 11/2007
 - Queensland University of Technology – Brisbane, Australia

SKILLS / QUALIFICATIONS

Certifications/Recognition

- LEED Green Associate – USGBC
- Yellow Rose Award – Willowbrook's Neighbors and Friends Community Club
- Engineer in Training No. 126081

Computer

- Salesforce
- Sketch-Up

Spanish – Advanced High ACTFL Rating

- Reading, writing, and listening fluency



PILOT-EDMS REFERENCES

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(949) 720-2216
RBluth@irvinecompany.com



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Spruce Finance (formerly Clean Power Finance)
Candace Collins, Senior Manager
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San Francisco, CA 94105
(888) 525-2123 ext. 4137
ccollins@sprucefinance.com

Alameda County Transportation Commission
Jackie Taylor, Associate Program Analyst
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Oakland, CA 94607
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JTaylor@alamedactc.org

Alameda County Water District
Andy Warren, Operations Supervisor
P.O. Box 5110
Fremont, CA 94537
(510) 668-6502
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American Red Cross
Olga Crowe, Disaster Program Manager
1663 Market Street
San Francisco, CA 94103
(650) 477-4077
Olga.Crowe@redcross.org



GRID ALTERNATIVES FUNDING SUPPORT

(See also <https://www.gridalternatives.org/support-us/supporters>)

Over \$1 Million



[California Public Utilities Commission](#)



[California Department of Community Services and Development](#)



[Colorado Energy Office](#)



[The JPB Foundation](#)



[SunPower](#)



[Wells Fargo](#)

\$250K-\$1 Million



[City of San Diego](#)



[National Association of Community Services](#)



[Enphase Energy](#)



[HYPERION](#)



[Sunrun](#)



[Jinko Solar](#)

\$100K-\$250K

- [Bishop Estate Trust](#)
- [City of Berkeley](#)
- [Community Foundation and Housing Development Corporation \(CFHC\)](#)
- [County of San Luis Obispo](#)
- [Davis Future Transits](#)
- [Facebook](#)
- [Indefinite](#)
- [Kaiser Gas & Electric Company](#)
- [A donor advised fund of the San Francisco Foundation](#)
- [Schwartz Energy](#)
- [Sethco](#)
- [The Walker Family Foundation](#)
- [Whittman Stewart LLP](#)



SCOPE OF WORK

Pilot will provide all of the services, products, and support needed to investigate, and subsequently, develop, launch and operate, a successful and robust City CCA. As specified in the RFP, Pilot’s work will be divided into Phase I and Phase II. In Phase I Pilot will provide all of the feasibility and technical analysis “necessary to fully assess with a high level of reliability the projected costs, revenues, operational considerations, and the likelihood of the long-term success of forming” a City CCA. If the City Council decides to move forward to Phase II, Pilot will then develop and launch (Phase II.a) the City CCA, followed by operating the City CCA on an ongoing basis (Phase II.b).

With the exception of City Council and Staff time, regardless of whether the City decides to move forward with Phase II, all Phase I costs are absorbed by Pilot. If the City decides to move forward with Phase II, all of the Phase II costs, including collateral and credit requirements, are funded by Pilot for collection from future CCA revenues. An aggressive, high-level (i.e. not exhaustive) timetable is presented below. A conservative schedule adds an additional 6-9 months.

KEY DELIVERABLE	MONTH																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19+
Phase I: FEASIBILITY																			
1.1 Request/Receive Additional Utility data																			
1.2 Introductory Community Education and Engagement																			
1.3 Load Study and Forecast																			
1.4 Supply Scenarios and Forecast																			
1.5 Rates Analysis																			
1.6 Sensitivity and Risk Modeling																			
1.7 Pro Forma and Benefits Forecasts																			
1.8 Establish Feasibility/Third Party Review																			
1.9 Council Review and Approval																			
Phase II.a: DEVELOPMENT AND LAUNCH																			
2a.1 Ordinance																			
2a.2 Implementation Plan/Statement of Intent																			
2a.3 Organizational Planning and Programming																			
2a.4 PG&E Service Agreement																			
2a.5 Finalize CPUC requirements, including bond posting																			
2a.6 Procurement and Other Vendor Engagement																			
2a.7 Customer Care - Website																			
2a.8 Customer Care - Community Education and Engagement																			
2a.9 Customer Care - Enrollment Noticing																			
2a.10 Rate Setting																			
2.10 Launch Service																			
Phase II.b: ONGOING OPERATIONS																			
2b.1 All Ongoing CCA Services, Support and Functionality																			
2b.2 Annual Long-Term Planning																			
2b.3 Annual Rate Setting																			

The following sections describe in detail the scope of our CCA services, alphabetically organized by functional area:



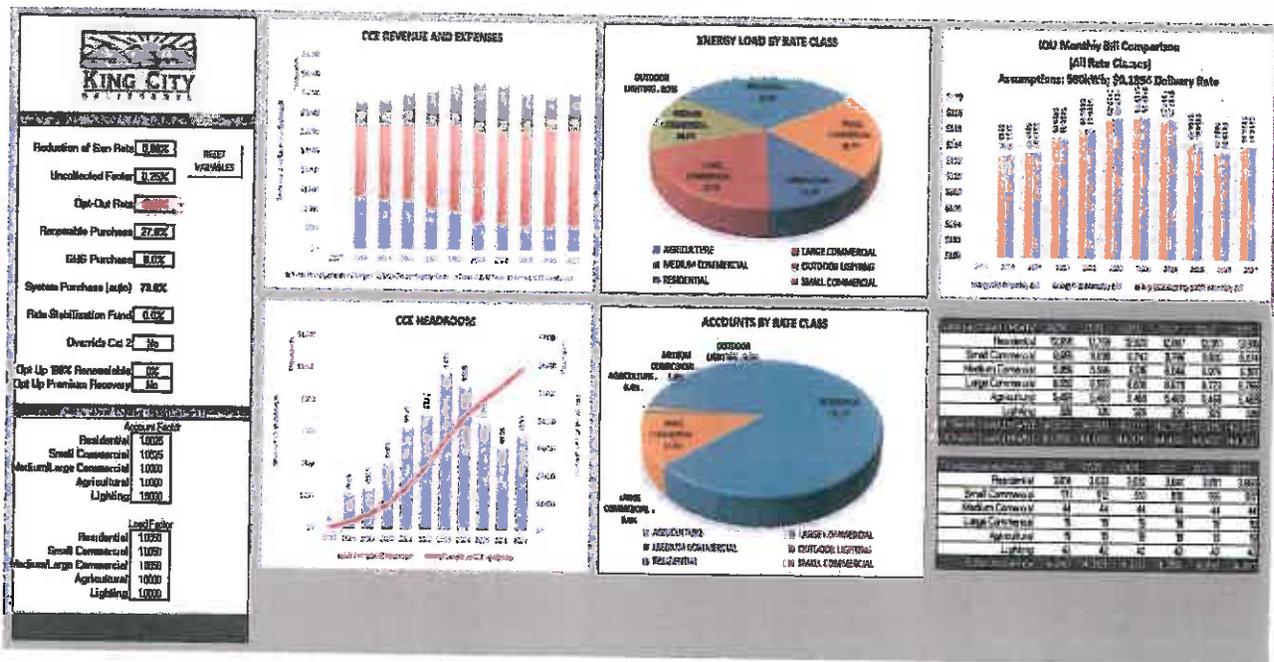
- I. *Accounting and Finance* -- risk management; GAAP and regulatory accounting; general, project and power procurement financing and credit; pro forma development and maintenance; lock box and waterfall administration; and business planning. (Page 3)
- II. *Back Office* -- data management; CAISO and utility settlements; and operations planning. (Page 7)
- III. *Customer Care* -- public education and engagement; call center services; escalation services; key accounts management; and website. (Page 9)
- IV. *Executive Management* -- general oversight and management; dedicated account executive; coordination and liaison with strategic partners, agencies and other third parties; vendor engagement; customized progress reporting; and interactive scenario simulation dashboard. (Page 10)
- V. *Legal and Regulatory* -- ordinance development; implementation plan and statement of intent; perform all local, state and federal compliance and reporting; general legal support; rate setting guidance and direction; general regulatory and legislative monitoring; and policy development guidance and direction, including GHG accounting. (Page 11)
- VI. *Energy Procurement and Scheduling* -- all types and forms of power purchasing and acquisition; CAISO scheduling; and resource planning. (Page 13)
- VII. *Programming* -- special program development and implementation, including procurement of related services and products. (Page 15)
- VIII. *Technical Services* -- produce feasibility studies; perform load analysis, profiling, and forecasting; and develop and run modeling for scenario analysis. (Page 19)



I. ACCOUNTING AND FINANCE

Accounting and Finance includes but is not limited to (1) risk management; (2) GAAP and regulatory accounting; (3) general, project, and power procurement financing and credit; (4) pro forma development and maintenance; (5) lockbox and waterfall administration; and (7) business planning.

Phase I Deliverables. A key component of assessing CCA feasibility in Phase I is the development and analysis of a City CCA Pro Forma. Utilizing a user-friendly dashboard, with assistance from Pilot, the City can run a number of rates, pricing, and supply scenarios through the Pro Forma, receiving instant forecasts of the resulting “Headroom.”¹ The following graphics provide illustrations of the dashboard and the summary tab of the Pro Forma. The masking of the summary tab of the Pro Forma is to avoid inadvertent disclosure of potentially confidential information.



¹ “Headroom” references actual or forecasted CCA net revenues.



Response to the City of King Community Aggregation Program Request for Qualifications and Proposals

Financial Analysis of King City

Start Month
 YEARLY PRO FORMA



	None	Jan	Jan	Jan	Jan	Jan	Jan	Jan	Jan	Jan	
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2037	
Customer Count and Load	Customer Accounts										
	Residential										
	Small Commercial										
	Medium Commercial										
	Large Commercial										
	Agricultural										
	Lighting										
	Total Accounts										
	Customer Load (MWh)										
	Residential										
Small Commercial											
Medium Commercial											
Large Commercial											
Agricultural											
Lighting											
Total Retail Load (MWh)											
Distribution Losses											
Total C&SD Load (MWh)											
Total MWh											
PGE Revenues	PGE Revenues										
	Gross Revenue										
	DATE Reduction										
	Opt Up 100% Opt 1 Premium Recovery										
	Net Revenue										
	Per Month										
	PGE Non-Responsible Charges	PGE Non-Responsible Charges									
		Transmission Fee									
		Schedule 200/200/200/200/200/200									
		Total Non-Responsible Charges									
Per Month											
CCE Gross Revenues		CCE Gross Revenues									
		Power Supply Costs									
		7.5% Payments									
		System Purchases									
		Responsible Purchases									
	Transmission Purchases (Cat 1)										
	Responsible Purchases (Cat 2)										
	Zero-Net Purchases										
	Voluntary 100% Responsible (Cat 1)										
	Resource Adequacy										
CCE Payments and Expenses	Net Conductor Costs										
	C&SD Charges										
	ICU Service Charges										
	Total Power Supply Costs										
	Per MWh										
	Per MWh CCE Banded										
	Per MWh CCE Opt Up 100%										
	Opt Up Premium										
	CCE Headroom over Utility										
	Pilot Power Group Fees										
Professional Services											
Data Management and Call Center											
Debt Service Charge (DSC)											
Fees on Notice / Communications											
Total O & M Fees											
Per Month											
CCE Metrics	Net CCE Revenue										
	Net Debt Revenue										
	Customer Time Reduction										
	Fund Position Fund										
	Annual CCE Headroom										
	Net CCE Revenue Per MWh										
	Cumulative CCE Headroom										
	Cumulative Debt Reduction Fund										
	Cumulative Debt Revenue										
	Rate Metrics										
IDU Customer Rate (MWh)											
CCE Customer Rate (MWh)											
CCE Opt Up Customer Rate (MWh)											
CCE Customer Rate Savings (MWh)											
CCE Rate Surcharge											
Plant Fee per MWh (not including DSC)											
DSC per MWh											
Total Fees Including DSC											
Rate Sanitation Fund (MWh)											
Non-Energy to Energy Ratio											
Savings by Account Type	Savings by Account Type										
	Residential										
	Small Commercial										
	Medium/Large C&I										
	Agriculture										
	Lighting										
	Opt Up 100% Renewable Volume										
	Volume Red Opt Up 100%										
	Assumptions: 300MWh, \$0.18M per very hour										
	Avg IDU Monthly Bill										
Avg CCE Monthly Bill											
Avg CCE Opt Up 100% Monthly Bill											
Annual savings between IDU to CCE Billing											
Rate Reduction between IDU and CCE											



The Pro Forma is fully customizable and includes, but is not limited to:

- Energy pricing and supply
- Operations expense
- Administrative and general expenses
- Reserve funding
- Adjustments to portfolio balances, such as an increase in renewable or carbon-free energy
- The PG&E Generation Credit, Power Charge Indifference Adjustment ("PCIA"), Department of Water Resources Bond Charge ("DWR-BC") and Franchise Fee Surcharge ("FFS")
- PG&E bundled tariff rates
- Prior year revenue shortfalls, if any
- The cost and impact of new programming initiatives
- Regulatory and legislative developments
- Opt-out rates and uncollectible amounts

Pilot offers an additional Phase I benefit that provides the City up to \$10,000 in bridge funding. The funding may only be used for the third-party review of Pilot's feasibility work performed in Phase I. If the results of the third-party review clearly demonstrate any significant and incurable defects in Pilot's analysis, the city will have no obligation to repay the bridge funding. If no significant and incurable defects are clearly demonstrated, but the City decides not to move forward to Phase II, the entire amount of bridge funding will be immediately due and payable. If the City moves forward to Phase II, the bridge funding will be rolled into Phase II costs for collection from future City CCA revenue.

Phase II Deliverables. In Phase II, the City CCA financial and regulatory accounting systems are established and maintained. The regulatory accounting systems focus primarily on maintaining and generating data needed for rate setting (as further discussed in Section V, *Legal and Regulatory*). The financial accounting systems follow GAAP accounting rules and are the basis for the monthly financial and accounting reports Pilot will prepare for presentation to, and review and approval by, the City.

In Phase II, Pilot funds all City CCA credit and collateral needs. These needs include but are not limited to City CCA startup costs, financial postings such as the California Public Utilities Commission ("CPUC") CCA "bond" requirements, and credit and collateral for both bilateral and CAISO power purchases. All deferred costs are accrued and assessed interest at the rate indicated in the Cost Proposal. The collection of deferred costs occurs on a monthly basis, leveled over the first year following flow of CCA revenues.



All City CCA revenues and expenses will flow through a fiduciary “lockbox” account. Customer payments, which are the nearly exclusive source of City CCA revenues, are collected by PG&E for remittance to the City CCA lockbox account. The lockbox requires authorization from both Pilot and the City prior to withdrawing funds, but the funds are at all times the property of the City CCA. Withdrawal of funds follows a preferential “waterfall” in the following order: 1) governmental obligations such as the Electric Energy Surcharge and, if applicable, utility user taxes; 2) power and related purchases; 3) third-party vendors; 4) Pilot fees; and 5) City CCA funding such as reserves or rate stabilization.

On an annual basis, Pilot provides a City CCA financial review and will assist with a third-party audit of the City CCA finances. On an ongoing and as-needed basis, Pilot will provide the City with risk management and strategic business planning support.



II. BACK OFFICE

Back Office includes but is not limited to (1) data management; (2) CAISO and utility settlements; and (3) operations planning. All Back Office services are provided by Pilot's sister company, EDMS.

Phase I Deliverables. No Back Office services are needed during Phase I.

Phase II Deliverables. Meter data is the backbone of the City CCA billing system. Incorrect meter data results in incorrect bills. EDMS puts a significant amount of effort towards ensuring the integrity of the meter data received from PG&E.

- **Automation:** Automated processes retrieve, categorize, store, and read City CCA EDI usage data provided by PG&E. The processes also apply any published loss factors or load profiles to the data as needed. EDMS transmits an EDI file to PG&E with all required information as soon as meter data is received from PG&E. EDMS personnel closely monitor these processes daily to ensure smooth operation and quickly detect any issues with utility data files. Based on years of serving multiple energy service providers in PG&E's territory, EDMS has built a strong and robust relationship with California's largest gas and electric utility.
- **Reporting at any level:** EDMS stores interval meter data at the meter level so that data can be reported for any individual or group of meters. This capability is particularly helpful if the City CCA seeks to develop special rate designs for various customer classes.
- **Automatic validation of usage data:** Data that does not meet EDMS's fully configurable validation standards is reported to PG&E for confirmation to ensure the highest level of accuracy. Data that fails validation is automatically quarantined in order to prevent bills from being generated based on erroneous information. Our vigilance avoids re-bills and other actions that negatively impact City CCA customers.
- **Net Metering:** Net load and net generation channels are stored and can be reported on separately to provide the complete picture. EDMS can support Net Metering that replicates PG&E's existing program as well as assist the City CCA in developing new Net Metering programs.
- **Attention to detail:** EDMS checks to make sure that data is received for all active meters, ensuring that no accounts slip through the cracks due to missing meter data or meter issues.

The California Independent System Operator ("CAISO") requires that the City CCA scheduling coordinator (i.e. Pilot) submit its own meter data according to strict deadlines. As this data provides the basis for financial settlement with the CAISO, its importance cannot be understated. Any erroneous submissions have direct financial consequences for the City CCA. EDMS's automated systems provide both quality control and timely submission to the CAISO.



- Aggregation of meter data: EDMS submits an aggregation of the metered load plus losses to CAISO at the hourly DLAP-level. As the data is still held at the most granular level, reporting at any level of analysis is possible.
- Automated Data Validation: Software checks aggregated meter data for any missing intervals at the meter level by comparing account start and stop dates with available data to ensure that no meters are left out of the aggregated total.
- Bottom-up approach: EDMS's bottom-up approach to meter data ensures the highest level of accuracy since each meter is validated individually.
- Post-submission monitoring: If PG&E revises meter data, EDMS provides the reporting tools to capture any difference between the data submitted to CAISO versus the most current data in the system. EDMS monitors the difference to determine if resubmission and/or resettlement are warranted.
- Annual CAISO self-audit: CAISO requires that the City CCA scheduling coordinator performs a self-audit of its meter data submittal process. EDMS, in cooperation with Pilot, performs this annual self-audit of its SQMD system on behalf of the City CCA. The audit helps ensure that EDMS is consistent in applying its procedures and controls to all settlement quality meter data.

EDMS employs a full-time, in-house software development team to design systems from the ground up. The development team can write custom software to suit the City CCA's reporting needs. Reporting can include but is not limited to:

- Load/usage reporting at any level of analysis
- Pricing/market reports
- Invoice/billing reports
- CAISO settlement reporting
- SQMD reporting

EDMS's systems retrieve, store, and report on CAISO settlement data. Raw data is available to be viewed or reported on by EDMS. EDMS handles weekly payments to and invoices from the CAISO on behalf of the City CCA.

- Detailed Reporting: EDMS can report detailed information about each CAISO charge code assessed on City CCA scheduled load.
- Settlement Data Validation: EDMS analyzes and validates the City CCA settlement data to ensure that the CAISO is using the correct pricing when billing.



III. CUSTOMER CARE

Customer Care includes but is not limited to (1) public education and engagement; (2) call center services; (3) escalation services; (4) key accounts management; and (5) website. Public Education and engagement, escalation services and key accounts management are provided by Pilot, while Pilot's sister company, EDMS provides the website, and Pilot's strategic partner, Direct Line, provides call center services.

Phase I Deliverables. Pilot provides introductory public education and engagement support during Phase I. Through workshops, town hall meetings, presentations during City Council meetings and a number of other possible venues, Pilot will educate the community on the Phase I feasibility analysis as well as general CCA concepts.

Phase II Deliverables. In Phase II public education and engagement continue, with an expanded focus on City CCA planning, processes, benefits and community feedback. If desired by the City, Pilot will build and operate City CCA social media channels. Engagement of key large commercial customers also commences through the establishment of close working relationships with the appropriate customer contacts. If desired by the City, Pilot will also build out enhanced City CCA media channels such as television, radio, billboard, and print.

EDMS will design, launch and maintain a City CCA website. The website can be embedded/linked to the City website or exist as a separate entity. Initially, the website will contain informative content and a portal for taking City CCA email inquiries and broadcast subscriptions. When the City CCA enrollment noticing commences, the website will provide a portal for opting out of City CCA service and for opting into special programs the City CCA may offer. EDMS will also establish and operate a Customer Care interactive voice response ("IVR") option. The scripting for the IVR will be developed by Pilot for approval by the City. The IVR seamlessly integrates with the Direct Line live call center service.

Direct Line will commence call center service at the same time that City CCA enrollment notices are mailed. All Direct Line employees undergo an extensive hiring process that consists of group and behavioral interviewing, comprehensive testing and background checks. By providing a higher than average compensation and benefits package, Direct Line minimizes staff turnover to well below the industry average. A 12-week training program provides new Call Agents with the best possible chance of success.

Direct Line provides multilingual translation services, optional evening and weekend extended hours and comprehensive scheduling software. The software tracks all City CCA call history for use in improving Call Agent scheduling to ensure minimal City CCA hold times and reduce the risk of abandoned calls. Pilot provides all of the CCA training for Direct Line Call Agents, while EDMS operates a small back-up call center for addressing escalated or highly complex issues.



IV. EXECUTIVE MANAGEMENT

Executive Management includes but is not limited to (1) general oversight and management; (2) dedicated account executive; (3) coordination and liaison with strategic partners, agencies, and other third parties; (4) vendor engagement; (5) customized progress reporting; and (6) interactive scenario simulation dashboard.

Phase I Deliverables. During Phase I Pilot will provide a dedicated account executive to provide a single point of contact for the City, clear and helpful communication, and prompt and thorough responsiveness. From scheduling to one-on-one technical assistance to major problem solving, the account executive is appointed to serve the needs of the City CCA. If the City moves forward to Phase II, with approval by the City, the same account executive will be assigned for Phase II.

Phase II Deliverables. In Phase II the account executive will continue to provide the same personal service with a greatly expanded base of coverage. At the same time, in-house managers at Pilot, EDMS and Direct Line oversee the day-to-day operations of their respective services. Managers from the three partners coordinate and communicate on a daily basis and are always available for City CCA meetings and appearances. Through the dual structure of the dedicated account executive and assigned functional managers, interactions with third parties such as government agencies and outside vendors are fully covered. All vendor engagement will incorporate least cost/best fit competitive procurement strategies.

Pre-launch Pilot will assist the City in establishing City CCA governance policies and procedures to provide City Council and Staff guidance in the effective administration and oversight of the City CCA. If so directed, Pilot will also assist the City in establishing City CCA committees, including those comprised of members of the community. In addition to appearing at City CCA related Council meetings, the account executive will be available to staff all City CCA committee meetings.

Pilot will formally present to the City CCA as frequently as monthly on all aspects of the City CCA. Reporting will cover customer participation and satisfaction, finance and accounting, programming efforts, environmental impacts and any other items as specified and customized by the City. For annual strategic planning, including rate setting and programming, the account executive will assist the City CCA in utilizing the dashboard discussed in Section I, *Accounting and Finance*, and other tools to more effectively participate in the planning.



V. LEGAL AND REGULATORY

Legal and Regulatory includes but is not limited to (1) ordinance development; (2) implementation plan and statement of intent; (3) perform all local, state and federal compliance and reporting; (4) general legal support; (5) rate setting guidance and direction; (6) general regulatory and legislative monitoring; and (7) policy development guidance and direction, including GHG accounting.

Phase I Deliverables. The Phase I feasibility analysis directly incorporates legal and regulatory CCA considerations (of which there are many). Pilot staff is also available for meetings and appearances to assist the City and community in fully understanding the complexities of CCA law and regulation.

Phase II Deliverables. In Phase II, Pilot works closely with the City Attorney to address any additional City CCA ordinance issues while immediately proceeding with the drafting of the City CCA implementation plan and statement of intent ("Plan"). The Plan contains a number of specific requirements while also serving as a blueprint for the goals and objectives of the City CCA. The adoption by the Council of the City CCA ordinance and the submission of the Plan to the CPUC are the first two steps required to move forward with launching the City CCA

CPUC regulations indicate a 90-day time limit for certifying the Plan. Assuming this timeframe applies, Pilot utilizes the waiting time to concurrently complete other legal and regulatory requirements such as executing the PG&E CCA service agreement and registering or establishing accounts with various agencies such as the Western Renewable Energy Generation Information System. After the Plan is certified and the PG&E CCA service agreement is executed, Pilot completes the CPUC CCA registration process by posting the required CCA bond with the CPUC. At this point, the City CCA is ready to move forward with finalizing key operational actions such as power procurement.

Prior to launch and on an ongoing basis, Pilot will perform all City CCA local, state and federal compliance requirements. On the local level, this could include calculating and remitting utility user taxes and completing permitting requirements for installation projects. On the state and federal level, compliance requirements include but are not limited to:

- CPUC Resource Adequacy
- CAISO Reliability Requirements
- CPUC Renewable Portfolio Standard
- CPUC GHG Emission Performance Standard
- CPUC Energy Storage Procurement
- California Energy Commission Power Source Disclosure
- California Energy Commission Integrated Energy Policy Report
- CAISO Audit
- ARB Retail Load Reporting



- Federal Energy Regulatory Commission and Department of Energy, as applicable

Working with the City Attorney to the degree desired by the City, Pilot tracks and reports to the City legislative and regulatory proposals that could or will have an impact on CCAs. Within an hourly thresholds, should the City seek to directly participate in CCA related legislative and regulatory matters, Pilot will provide that representation as part of Pilot's annual professional services fee. Also working with the City Attorney as specified, Pilot provides CCA related policy development guidance and direction, including on issues such as GHG and other environmental accounting methods.

Prior to launch and on at least an annual basis, or as needed, Pilot will conduct a rate setting process for the City CCA. Using the Pro Forma, we will establish the annual revenue requirement needed to cover City CCA costs. The revenue requirement will be allocated to the rate classes to determine rates for each rate design, also known as Revenue Allocation. We will work with the City to determine if the City CCA will offer generation rate designs that mimic PG&E rate designs or provide alternative rate designs (or both).

At least initially, we support the practice of operational CCAs in replicating utility rate structures to the extent possible. Decoupling generation and delivery rate structures are likely to cause confusion in all but the most sophisticated energy consumers. Nevertheless, should the City CCA now or in the future seek to implement new and innovative rate designs, we will provide the assistance to investigate, develop, and implement those designs.

Similar to our views on the decoupling of generation and delivery rate schedules, we recommend keeping City CCA net energy metering (NEM) policies consistent with PG&E's NEM program. NEM is considerably more complicated than standard rate schedules. Decoupling the City CCA NEM in a manner that does not clearly benefit NEM customers is likely to be met with customer confusion and, possibly, hostility.

Pilot encourages the City to consider launching CCA service to NEM customers in the spring, even if all other customers are launched at a different time. When NEM customers are cut over to CCA service, an automatic, out-of-cycle true-up is triggered on their accounts. For some NEM customers, such as schools, this can have a very negative financial impact. Spring is a good time to minimize these negative impacts. The mechanics of the out-of-cycle true-up are complex. Should the City be interested in an in-depth review of this issue, we will provide this information, as well as help the City explore other options to address these negative impacts.

We also recommend maintaining all CARE discounts and consideration of a balanced payment plan that mirrors PG&E's plan.



VI. ENERGY PROCUREMENT AND SCHEDULING

Energy Procurement and Scheduling includes but is not limited to (1) all types and forms of power purchasing and acquisition; (2) CAISO scheduling; and (3) resource planning.

Phase I Deliverables. No Energy Procurement and Scheduling services are needed during Phase I.

Phase II Deliverables. Most if not all California CCAs have launched (and many continue to operate) by contracting with companies that provide credit and procurement advice while also selling power out of their own supply books. Over 15 years ago Pilot introduced the complete decoupling of power sales from procurement advice and credit supply. Using this approach, we have successfully served the wholesale energy needs of California's Direct Access and municipal customers at a surprising ninety-plus percent retention rate.

When one supplier holds a virtual monopoly over credit, procurement advice and power sales, transparency and price discipline are often compromised. Because the pricing under these circumstances is frequently offered on an "all in" and "black boxed" basis, and the CCA is dependent on the power seller for credit, the CCA is at risk of becoming captive to monopoly wholesale pricing. The CCA may then be forced to pay for energy priced well above market. Because power costs generally represent 90% or more of all CCA costs, sustained above market pricing can seriously impact the long-term success of a CCA.

Pilot's approach, on the other hand, unbundles all of these services and products, ensuring that the City CCA receives the exact same wholesale energy prices that Pilot receives. Instead of adding in additional margins to power pricing, Pilot charges a transparent, fixed rate for City CCA procurement credit support and a fixed annual professional services fee for procurement advice. We then utilize our existing credit with the CAISO and multiple wholesale suppliers to shop for the least cost/best fit City CCA power supply. Pilot does not and will not own or operate power supplies, nor do we nor will we manage or hold a power supply book. To completely avoid these conflicts of interest, we are and always will be completely indifferent to which power suppliers serve the City CCA. Our sole purpose is to recommend and procure the least cost/best fit power to meet the City CCA's needs.

A long-term power procurement strategy will be the key to the success of the City CCA. A long-term strategy is essential in stabilizing energy supply costs and maintaining price certainty, but also in providing reliability to ensure the City CCA is able to meet its environmental, renewable and GHG goals and objectives.

Pilot recommends a laddered approach to hedging the City CCA supply, closely tied to the City CCA's rate setting cycle. The reason for the laddered approach is to take advantage of lower commodity pricing when available while maintaining a moderately sized, staggered position open on a rolling basis to capture the impact of market price averaging. The ladder helps keep customer



rates in sync with supply prices while maintaining the ability to absorb unfavorable changes in charges such as the PCIA.

The City CCA also needs to ensure its supply hedge matches the load of the community and not over hedge due to changes in load or higher than expected opt-out rates. If the City hedges the entire CCA load for 5 years and energy prices fall, the City is unable to take advantage of lower energy prices and is more severely impacted by higher charges such as the PCIA. Under these circumstances, City CCA rates could be higher than PG&E rates, potentially leading to higher opt-out rates and ultimately being over-hedged.

Pilot provides all CAISO scheduling coordinator services for the City CCA load. Working closely with our sister company EDMS, Pilot utilizes cutting-edge technology and protocols to validate all CAISO schedules daily and to ensure accurate submission before market deadlines.



VII. PROGRAMMING

Programming includes but is not limited to special program development and implementation, including procurement of related services and products.

Phase I Deliverables. No Programming services are needed during Phase I.

Phase II Deliverables. Utilizing the dashboard and Pro Forma, Pilot will assist the City in understanding and evaluating City CCA programming options. Pilot broadly construes programming as including but not limited to:

- Optional portfolio offerings such as carbon-free or 100% renewable
- Rooftop solar, storage, energy efficiency, energy conservation
- Electric vehicles
- Street lighting, undergrounding and other PG&E partnership projects
- Training for energy apprenticeships
- Community solar
- Fuel switching
- Projects focused on the nexus between energy and water or other utilities

After City CCA programming options are selected, Pilot will then engage all needed vendors and provide community education and engagement support for the programming.

Pilot also recommends that the City CCA consider support of our preferred partner, GRID Alternatives. GRID Alternatives has already served 83 low-income households in King City with rooftop solar installation, and with support from the City CCA, GRID Alternatives can provide even more solar savings to families in need. In addition, GRID Alternatives aims to bring the benefits of solar to community entities that provide services to low-income populations such as nonprofits, schools or libraries. GRID Alternatives can also implement solar job training, education, and internship programs for students and community members. Additional general information on GRID Alternatives is provided on the following pages.




GRID ALTERNATIVES

Organizational Overview

About GRID Alternatives

GRID Alternatives is a nonprofit organization that makes renewable energy technology and job training accessible to underserved communities. We bring together community partners, volunteers and job trainees to implement solar power and energy efficiency for low-income families, providing energy cost savings, valuable hands-on experience, and a source of clean, local energy that benefits us all.

Who We Serve

GRID Alternatives' vision is a transition to clean, renewable energy that includes everyone. Low-income communities bear a disproportionate burden of environmental degradation and pay the highest percentage of their income on energy bills, yet have the least access to technologies like solar that produce clean power and reduce monthly costs.

GRID Alternatives' Solar Affordable Housing Program provides low-income families a long-term solution to high energy bills and source of clean, local power, while giving local workers experience that translates into jobs.



Job trainees help a homeowner in Los Angeles, Calif., install a solar electric system that will save his family thousands of dollars each year in electricity costs.

We partner with affordable housing organizations, job training groups, government agencies, municipalities, utilities, and local communities to make solar a win for everyone.

Where We Work

GRID Alternatives was started in California in 2004, and manages the state's two single-family low-income solar incentive programs, totaling \$200 million. We began a national expansion in 2012, and have grown to serve nine states, including California, Colorado, the New York tri-state region and the mid-Atlantic, as well as Tribal communities nationwide. GRID Alternatives' International Program also provides off-grid solar to communities in rural Nicaragua and Nepal.

Impacts

28 MW

Clean, renewable power installed.

\$227 million

Lifetime savings for 7900 low-income families.

30,000

Volunteers trained in solar.

620,000 tons

Greenhouse gas emissions prevented over the systems' lifetimes.

* As of January 2011



Programs

Low-Income Solar

Single-Family

GRID Alternatives provides rooftop solar power for low-income families living in owner-occupied single-family homes across our service territory. In California, GRID provides statewide program administration for over \$200 million in funding for low-income solar through California's Single-Family Affordable Solar Homes program (SASH), a program funded by utility ratepayers under the auspices of the California Public Utilities Commission, and the Low Income Weatherization Program, which is funded through cap and trade proceeds.

Multi-Family

GRID Alternatives works with multi-family affordable housing developers, owners, and operators across the country to provide comprehensive technical assistance and turnkey in-house solar design and installation services. In California, GRID serves as the sole statewide solar service provider for the state's multi-family solar program funded through cap-and-trade investments. GRID is also providing large-scale technical assistance to the Connecticut Housing Finance Authority and Connecticut Greenbank and NeighborWorks America.

Community

GRID Alternatives partners with utilities, local governments, and other stakeholders to develop dedicated low-income community solar arrays that reduce the energy cost burden for families in need. These projects provide a cost-effective way to reduce electricity bills for subscribing families, provide hands-on solar training opportunities for local workers through GRID's workforce development program, and help utilities and governments meet their renewable energy targets.

Workforce Development

GRID Alternatives partners with job training organizations, trade schools, community colleges and high schools across the country to provide hands-on experience and career pathways in solar. Our programs—including a certificate program, year-long AmeriCorps fellowships and classroom and field training for high schools—target underserved populations, including low-income communities, women, U.S. military Veterans, and high school students, and help connect them to jobs. GRID's collegiate program also provides educational opportunities for college students around the country.



Job trainees from Civic Works help install the first of 10 solar electric systems in Baltimore, D.C.A.E. Community as part of a partnership with the City of Baltimore.

Tribal Program

GRID Alternatives partners with Tribal communities across the United States to help them achieve their clean energy goals while providing financial savings and job training opportunities to catalyze economic growth and improve their members' quality of life. Projects include on- and off-grid systems, as well as custom workforce training programs.

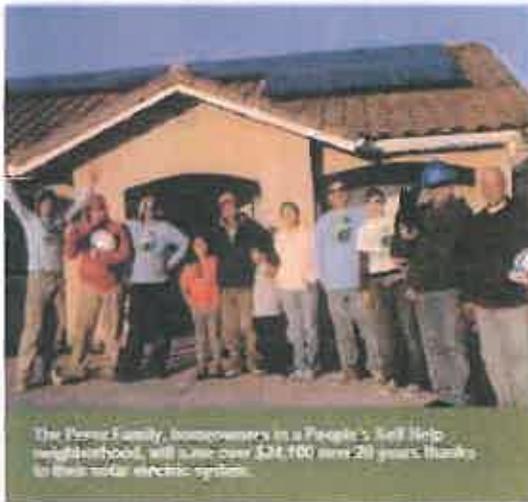


Central Coast Solar Affordable Housing Program

GRID Alternatives is a nonprofit organization that brings the benefits of solar technology to communities that would not otherwise have access. We lead teams of volunteers and job trainees to install solar electric systems for low-income homeowners; providing needed savings for families struggling to make ends meet, preparing workers for jobs in the fast-growing solar industry, and helping clean our environment. GRID Alternatives is a fully licensed solar contractor.

Program Services

- Free installation of a solar electric system to reduce your electric bill by an average of 80%.
Systems are funded by the California Solar Initiative's Single-family Affordable Solar Homes (SASH) Program.
- Energy efficiency education
- Hands-on solar training for our volunteers



The Perez family, homeowners in a People's Self Help neighborhood, will save over \$24,000 over 20 years thanks to their solar electric system.

One project, triple impact

- Long-term savings for families
- Hands-on experience for volunteers, job trainees and the homeowners themselves
- Reduced greenhouse gas emissions

Eligibility Requirements

- You must own and live in your own home
- Your roof must be suitable for a solar electric system.
- You must meet the following income guidelines:

Household Size	Maximum Household Income Monterey County
1	\$42,650
2	\$48,750
3	\$54,850
4	\$60,950
5	\$65,800
6	\$70,650
7	\$75,500
8	\$80,400

What Is a Solar Electric System?

Solar electric systems, also called PV systems, use sunlight to produce electricity. A PV system installed on your home can be connected to the electric grid. The system will send electricity into the grid during the day and generate credits on your electric bill. With a solar system connected to the grid, your electric meter can actually spin backwards.

Contact us today to find out if you qualify:

*****@gridalternatives.org



VIII. TECHNICAL SERVICES

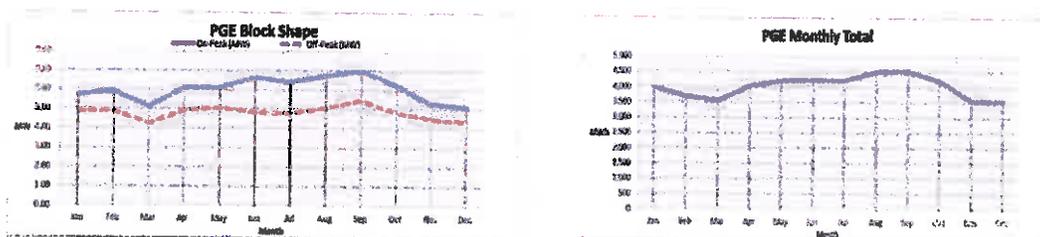
Technical Services includes but is not limited to (1) produce feasibility studies; (2) perform load analysis, profiling, and forecasting; and (3) develop and run modeling for scenario analysis.

Phase I Deliverables. Pilot will produce a comprehensive and robust written CCA feasibility study for the City. The study will address all of the components specified in the RFP as well as a number of value-added items, and any additional items that the City subsequently requests. As discussed in Section I, *Accounting and Finance*, a customized dashboard and Pro Forma will be included in the feasibility study. Prior to a decision on whether to move forward to Phase II, Pilot will present the CCA feasibility study to the City Council and provide all of the support needed to ensure City Council, Staff, and the community fully understand the content.

Pilot develops load profiles and long-term forecasts using as a baseline the most current PG&E data available. We adjust the baseline to account for:

- Opt-out rates
- Energy efficiency, NEM, FIT, and other programmatic build-outs
- Grid and other equipment adjustments such as meter accuracy and line losses
- Regulatory and legislative developments
- Long-term weather and other natural influences
- Uncollectible rates

Sample load profile graphics are provided below.



Utilizing the Pro Forma, our rate analysis incorporates existing PG&E rate schedules utilized by King City as a baseline. To avoid customer confusion, Pilot recommends approaching potential customer rate discounts as a percentage off of PG&E's otherwise applicable, fully bundled rate (which includes distribution charges). The dashboard allows the City to specify 0 to 10% discounts, providing instantaneous forecasted impacts.

Pilot will model supply scenarios based on City CCA goals and intentions as well as the consideration of market and other extrinsic drivers. The scenarios will flow through the Pro Forma

Model to produce revenue impacts, allowing the City to use the dashboard to model any number of supply scenarios plus rate discounts. The basis for our supply assumptions are drawn from historical energy pricing databases and our current market observations.

Pilot’s analysis also looks at geographic energy utilization. Geographic “heat maps” provide data that can assist in targeting areas for programs such as roof top solar and energy efficiency or other local energy projects. The graphics below provide an example of the geographic heat mapping.



Pilot will further analyze both direct and secondary economic impacts. Direct impacts capture new spending in the economy that is caused by the operation of the City CCA. Secondary impacts capture spending between businesses within the local economy and an increase in consumer spending due to more capital remaining within the local economy. An example of a direct impact is the funding of rooftop solar by the City CCA. An example of a secondary impact occurs when City CCA customers use their electric rate savings to buy goods and services from local merchants. Using information from the Department of Energy, the California Energy Commission, the Bureau of Labor Statistics, the National Renewable Energy Laboratory, and other publicly available resources, we will perform and present an in-depth analysis of the direct and secondary economic impacts for City-selected scenarios.

Pilot will conduct a risk analysis that includes in-depth coverage of the following risks, and recommendations regarding measures to address, reduce, and mitigate these risks:

- Financial
- Energy Market
- Legal, Regulatory and Legislative

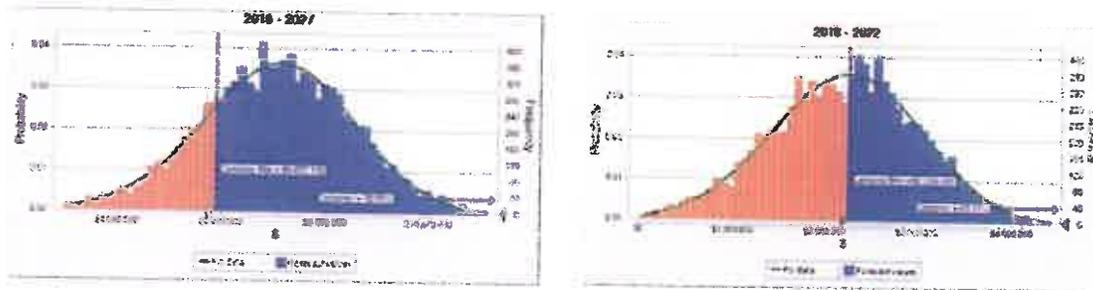


- Customer Retention (including rate competitiveness)

To enhance our risk analysis, Pilot performs sensitivity analysis on multiple combinations of variables that are key volatility drivers. We utilize sophisticated statistical modeling to develop probabilistic frequency curves. These frequency curves are derived by running thousands of trials of the key drivers based on the City CCA's defined goals. A number of risk-related industries, including the energy industry, frequently employ this same approach to optimize and inform decision-making. Utilizing predictive modeling, forecasting and simulation software, we generate thousands of different outcomes that together form a distribution that provides an indication of the probability of the desired outcome. Variables in the analysis include but are not limited to:

- Market prices for non-renewable, renewable and carbon-free energy
- Changes in PG&E generation rates, exit fees, and customer surcharges
- Changes in local and national policies affecting regional renewable energy development
- Rate sensitivity for higher renewable energy portfolio targets
- Rate sensitivity to local renewable energy generation, energy efficiency and demand reduction programs
- Customer opt-out rates
- Changes in PCIA inputs or calculation methods

Sample frequency curves are provided below.



Phase II Deliverables. In Phase II, Pilot will work closely with our sister company EDMS to continuously monitor, update and refresh City CCA load assumptions. The load analysis will inform the daily scheduling of City CCA load with the CAISO. All load studies, forecasts, and technical analysis will be updated on at least an annual basis, or as needed, for presentation to, and review by the City CCA. Pilot will also continue to build out feasibility analysis for new and ongoing City CCA projects and programming.



COST PROPOSAL

Pilot charges the City CCA fees for professional services, back office and call center, and finance and credit. With a small number of exceptions, as further detailed below, these fees are all inclusive, covering all human resources as well as normal course of business costs such as travel and office services. Pilot passes through to the City CCA, with zero markup, all other third-party costs, including but not limited to procurement, programming, and enhanced media purchases.

With the exception of the bridge funding described in the Scope of Work, Section I, *Accounting and Finance* ("Bridge Funding"), the City incurs no direct costs during Phase I. During Phase II, all costs are initially funded by Pilot for subsequent recovery from monthly City CCA revenues, levelized over the 12 months following City CCA revenue flow. The accrued costs are assessed interest at the same rate as the credit and collateral extended to the City CCA.

The chart below contains all of the Pilot fees. None of these fees begin to accrue until 3 months prior to launch. Because the Professional Services fee is not dependent on any variables, the annual fee does not fluctuate. The remaining fees are fixed per unit of assessment, but because the units ("accounts" for EDMS and Direct Line Services and cost of power for Credit) float depending on the number of customers (i.e. accounts) and the price of power, the annual estimates are calculated assuming a 10% opt-out rate and the number of accounts and usage specified in the RFP.

PILOT PROFESSIONAL SERVICES	FEE	UNIT	FIXED ANNUAL FEE
Accounting and Finance	\$22,500	ANNUAL	\$22,500
Customer Care - Public Education and Engagement, Key Accounts Management	\$25,000	ANNUAL	\$25,000
Executive Management	\$50,000	ANNUAL	\$50,000
Legal and Regulatory*	\$50,000	ANNUAL	\$50,000
Energy Procurement and Scheduling	\$22,500	ANNUAL	\$22,500
Programming	\$7,500	ANNUAL	\$7,500
Technical Services	\$22,500	ANNUAL	\$22,500
Total Professional			\$200,000
EDMS AND DIRECT LINE SERVICES	FEE	UNIT	ESTIMATED ANNUAL FEE
Back Office, Website, Call Center, Escalation	\$1.15	ACCOUNT/MONTH	\$58,014
Enrollment Noticing	\$1.75	ACCOUNT	\$8,174
FINANCE AND CREDIT	WSJ PRIME + 1.75% APR	UNIT	ESTIMATED ANNUAL COSTS
Credit (CAISO and Supply)	5.7500%	cost of 3 months supply	\$22,348
CPUC Deposit	5.7500%	\$100,000	\$5,750



As discussed in the Scope of Work, Section V, *Legal and Regulatory*, representation of the City CCA before legislatures or regulators, including drafting and filing pleadings, is provided in the annual Professional Services fee. The number of hours is capped, however, at the lesser of 5 hours per week/10 hours per month/60 hours per year.

Pilot will always extend Financing and Credit to the City CCA, but if the City CCA is interested, Pilot will work with the City to develop a strategic plan to utilize banked Headroom or other options for eventually self-providing Finance and Credit.

Depending on whether Bridge Funding carries over to Phase II, the deferred cost recovery will likely add an additional \$5-10k in fees for the first 12 months following CCA revenue flow, which generally occurs within 3 months after launch.

Pilot will guarantee these prices for at least the 5 years following the City CCA launch of service.

Below is a non-exhaustive list of typical pass-through costs.

ACCOUNTING	UNIT
Annual Audit	Per Audit
ENERGY	UNIT
System Power	MWh
Resource Adequacy	MW-month
RPS/Renewable	MWh
CAISO Charges	variable
Build/Buy Energy Resources	MW + variable
PROGRAMMING	UNIT
Solar	MW + variable
Energy Efficiency	variable
Street Lighting	per PG&E Tariff
Feed In Tariff	MW + variable
ENHANCED MEDIA CHANNELS	UNIT
Television, Radio, Billboard, Print, etc	variable

Pricing estimates are not included because many of these pass-through costs are subject to considerable price volatility and are dependent on a number of yet to be identified variables. In procuring all third-party products and services, Pilot employs least cost/best fit competitive strategies to produce robust and transparent pricing.



Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 8, 2017

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF DESIGNATION OF PARKING SPACES
FOR ITINERANT VENDORS ON BEDFORD AVENUE AT SAN
ANTONIO PARK**

RECOMMENDATION:

It is recommended the City Council provide staff direction regarding designation of parking spaces on Bedford Avenue for itinerant vendors at San Antonio Park.

BACKGROUND:

At the June 27, 2017 City Council meeting, Mr. Jose Quintero presented a complaint to the City Council regarding regulation of parking itinerant vendor trucks in front of San Antonio Park. City Council requested staff to follow-up on the request an attempt to resolve the issue.

According to Mr. Quintero, he has parked his food truck in front of San Antonio Park for many years to sell food to people at the park. Recently, he was asked to move his truck by the Code Enforcement Officer due to City restrictions on parking of itinerant vendor vehicles in front of parks. As a result, he is now parking on the other side of the street, but is concerned about people crossing the street to purchase his items. Therefore, he asked the City Council to be allowed to park adjacent to the park.

DISCUSSION:

According to Section 5.34.010 of the Municipal Code, itinerant vendors may only park within two blocks of a public park in spaces designated by signage. Since no spaces currently exist, itinerant vendors are not allowed to park either adjacent to the park or across the street at this time. Therefore, Mr. Quintero is still in violation of the City's ordinance.

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ITINERANT VENDORS AT SAN ANTONIO PARK
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Designated spaces may be approved and posted by the City Manager. Therefore, Mr. Quintero's issue can be resolved by designating a space on Bedford Avenue adjacent to San Antonio Park. The purpose of this item is to confirm whether the City Council wants to allow itinerant vendor parking adjacent to San Antonio Park since it has not been allowed in the past.

It is staff's understanding that other itinerant vendors also frequent San Antonio Park. Therefore, if the City Council would like parking spaces designated, it is recommended that two or three be provided. The drawing below displays where the designated parking spaces would be proposed.



Time limits could also be established, which are typical restrictions on itinerant vendors in most cities. A survey conducted by staff found that they typically range from 10 minutes to two hours. However, in this case, vendors at San Antonio Park often park for 6 to 8 hours, depending upon game schedules.

Special permits could be issued to a specified number of operators. The disadvantage of doing this is that it would require an involved process to determine who would be issued the permits. Enforcement would also be necessary if vendors without the appropriate permits parked in the spaces. Therefore, if spaces are created, it is recommended they be provided on a first come, first serve basis.

The current Municipal Code provides for the issuance of itinerant vendor permits, which has not been implemented. Currently, itinerant vendors are only required to obtain a business license. It is recommended the City begin requiring the

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itinerant vendor permits so the City can revoke a permit if any problems or violations are experienced.

Staff is working on drafting an ordinance updating regulations involving temporary uses and creating a temporary use permit. It was staff's intent to address issues involving itinerant vendors in that ordinance. However, that will not be completed for two to three months. Therefore, assigning parking spaces is the most timely way to resolve this issue if the City Council wants to address it immediately.

Staff met with Mr. Quintero and a number of alternatives were discussed with him. Staff also visited the park during different times to assess parking. Alternatives for addressing this issue are outlined below. One option staff investigated was the ability to allow or lease Mr. Quintero the ability to sell his food from the existing snack bar. He liked this option, but it was determined to be too costly to retrofit the facility to allow for cooking on site. The current building was designed to sell pre-packaged snacks and drinks.

There are a number of issues and concerns that are the basis for why itinerant vendors are regulated in most communities, particularly around parks and schools. First, the most typical issue are complaints from owners of "brick and mortar" businesses, who pay a number of fees, taxes and property related costs that itinerant vendors are not subject to so they often believe it is unfair. It also can serve as a deterrent from people investing in new commercial businesses that are in stationary locations. Second, concerns are often expressed regarding issues of safety given that itinerant vendors at parks and schools primarily serve children. Third, there are issues involving traffic and parking impacts when a number of itinerant vendors frequent the same location. Fourth, the City has experienced problems regarding complaints involving trash on the street at this location associated with food purchased from the itinerant vendors.

COST ANALYSIS:

Minimal cost is required for purchase of signs if spaces are designated. More significant costs would be involved for City Attorney resources if preparation of a new ordinance is required.

ENVIRONMENTAL REVIEW:

None of the options identified involve a commitment to any specific project which may result in a potentially significant physical impact on the environment. As such, this activity has no potential for resulting in either a direct or indirect

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adverse physical change in the environment, and is not a "project" under CEQA Guidelines 15378. Therefore, no further review is required by CEQA.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Direct the City Manager to designate three spaces for itinerant vendors on Bedford Avenue adjacent to San Antonio Park on a first come, first serve basis;
2. Direct the City Manager to designate two spaces for itinerant vendors on Bedford Avenue adjacent to San Antonio Park on a first come, first serve basis;
3. Direct the City Manager to designate two or three spaces for itinerant vendors on Bedford Avenue adjacent to San Antonio Park on a first come, first serve basis with a specified time restriction;
4. Direct the City Manager to designate two or three or a different number of spaces for itinerant vendors on Bedford Avenue adjacent to San Antonio Park and establish a system of issuing permits limited to the number of spaces;
5. Take no action at this time and direct staff to incorporate changes into the temporary use permit ordinance;
6. Direct staff to prepare an ordinance removing restrictions on itinerant vendors parking adjacent to public parks;
7. Direct staff to continue to restrict itinerant vendor parking within two blocks of parks; or
8. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager