

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PACIFIC ENERGY ADVISORS, INC.**

THIS AGREEMENT, entered into this nineteenth day of May, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pacific Energy Advisors, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of developing a technical study on Community Choice Aggregation.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if the quantity or quality of the work performed by Contractor is inconsistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. However, County shall not unreasonably withhold any Contractor payment, and County shall be responsible for communicating in writing the basis for any withheld

payment. In no event shall County's total fiscal obligation under this Agreement exceed one hundred fifty thousand dollars (\$150,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 19, 2015, through December 31, 2015.

This Agreement may be terminated by Contractor, the Director of the Office of Sustainability, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. In the event of termination, County shall pay Contractor for all work/services performed prior to termination of the Agreement. Such payment shall be based on actual time and materials spent by Contractor during completion of any work/services prior to termination of the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. All provisions of Paragraph 4, "Term and Termination," including the provisions regarding payment to Contractor upon termination, shall apply in the event that County terminates this Agreement or a portion of the services referenced in the Attachments and Exhibits as set forth in the preceding sentence.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 General Hold Harmless.

Contractor shall indemnify, defend and hold the County, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement to the extent caused in whole or part by the negligent acts or omissions of Contractor or any of its employees or subcontractors.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

(2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the

Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Jim Eggemeyer, Director, Office of Sustainability
County of San Mateo
400 County Center, 1st Floor, Redwood City, CA, 94063
Telephone: 650-363-4189
Facsimile: 650-363-1916
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

John Dalessi, President and CEO
Pacific Energy Advisors, Inc.
1839 Iron Point Road, Suite 120, Folsom, CA, 95630
Telephone: 916-936-3301
Email: John@pacificea.com

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

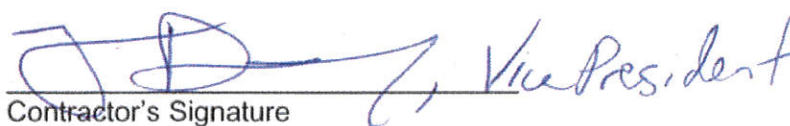
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Pacific Energy Advisors, Inc.


Contractor's Signature

Date: May 5, 2015

(Revised 7/1/13)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor shall be responsible for completing a CCA Technical Study for a prospective CCA program, the members of which are expected to include the County of San Mateo and the 20 municipalities located therein. Such CCA Technical Study shall include the following elements:

Data Analysis and Load Forecasting

- Contractor will receive and review two years of San Mateo County's electricity load data (compiled from the County and the cities' within the County) from PG&E, as outlined in line item #16 of PG&E's CCA Info Tariff. In completing this analysis, Contractor will review, format, and import data into an analytical framework and prepare summary level data for residential, commercial, industrial and municipal accounts
- Contractor will prepare a 10-year load forecast in consideration of the aforementioned item #16 data, using applicable load profiles made available by the incumbent utility. This load forecast shall:
 - Review historical and projected future electric energy requirements and peak demand across all customer classes, taking into account growth in renewables (e.g. rooftop solar) and other appropriate factors, such as compensation for line losses;
 - Develop class-specific forecasts which could be aggregated to comprise a composite of expected electrical energy requirements (and hourly shape) for all of San Mateo County;
 - The forecast shall be developed in a manner that will allow for the inclusion or exclusion of current direct access electrical accounts, as identified in customer data provided by the utility, in the event that such accounts should elect to become CCA customers; and
 - The load study will estimate the number of megawatts per hour that will be required to serve the electric energy requirements of the CCA during the first ten years of operations, including applicable peak demand for purposes of quantifying pertinent resource adequacy requirements (RAR).

Scenario Identification and Analysis

- Contractor will develop three scenarios for the energy procurement requirements of the CCA. Each scenario will examine the likely rates and competitiveness with PG&E, given historic, current, and future market conditions. Each scenario will also estimate the attributed GHG emissions intensity relative to similar, publicly available projections for PG&E's supply portfolio. Contractor shall consider variations in how

both the renewable and non-renewable portions of the power mix can be obtained (e.g., in-state, in-county, out-of-state, unbundled vs. bundled renewable energy credits, technology preferences), and non-renewable portfolio attributes (e.g., system purchases, natural gas, hydro-electric). The clean power supply scenarios to be analyzed include the following:

- Option 1: Baseline, minimum 35% renewable content. The goal of the CCA will be to exceed the State Renewable Portfolio Standard (RPS) during the CCA's first year of operation, so the first scenario shall examine a supply scenario that exceeds the 2020 RPS minimum of 33% at the time of service commencement.
- Option 2: Minimum 50% California qualified renewable energy.
- Option 3: High scenario of 100% CA qualified renewable energy that would be offered on a premium, voluntary basis, with a substantial portion of that coming from local renewable resources in the County and general region as the program develops over time.
- For the aforementioned three scenarios, Contractor shall examine not just costs and attributed GHG emissions intensity, but also direct and indirect employment creation through existing economic development models, specifically the Jobs and Economic Development Impact (JEDI) model from the National Renewable Energy Laboratory, to quantify potential economic impacts of various supply scenarios.
- Contractor shall qualitatively assess the advantages and disadvantages of third-party administered "no cost" CCA models as part of its technical study report.

Identification of CCA Technical Parameters

- Identification of pertinent technical parameters of the prospective CCA program, including but not limited to:
 - The number of customer accounts that are likely to be served by the program and identification of related tariff designations/options under which such customers will take electric service;
 - Quantification of expected electric energy requirements for customers participating in the prospective CCA program;
 - Determination of periodic peak demands associated with such customers (for purposes of quantifying the CCA's resource adequacy requirements across each applicable capacity designation: system, local and flexible);
 - Analysis of renewable energy requirements (to achieve compliance with California's Renewables Portfolio Standard);

- Examination of potential impacts to the CCA's projected GHG emissions intensity (through the use of varying levels of renewable/clean energy in the CCA's anticipated supply portfolio), and the projected financial impacts of varying levels of renewable energy integration.
- Other pertinent information, as necessary, that may be required to develop supplier bid specifications and promote successful CCA implementation.

Pro Forma Analysis

- Contractor shall prepare projections of the prospective CCA's operating results over a 10-year planning horizon. Such analysis shall include:
 - Pro forma report, including cash flow analysis, detailing costs and projected benefits under the three aforementioned electric supply scenarios;
 - Pro forma reports detailing costs and projected benefits under sensitivity case assumptions;
 - Pro forma reports detailing costs and projected benefits of phasing in customer load over time.
 - Contractor shall assemble known and predictable cost-of-service variables and incorporate these into base-case analyses.

Rate Analysis

- Contractor shall prepare both CCA and incumbent/PG&E rate analysis with reasonable estimates of future PG&E rate increases/fluctuations based on historical prices and factors that may affect the rate of increase into the future (e.g. local generation construction, spot market pricing, renewable energy mandates and declining cost of renewables, etc.). Other factors may also include ancillary services, transmission congestion impacts, transmission scheduling coordination costs and other factors. This analysis shall be presented in a scenario analysis, with high, medium and low estimates of future PG&E pricing for all rate classes. Other considerations to be included in the rate analysis are:
 - Identification of other factors that may affect rate comparison (examples include combinations of the following: high gas, low gas, high hydro, low hydro, etc., and rate restructuring);
 - Investor-owned utility (IOU) costs and surcharges embedded in rate forecast for direct comparison to CCA costs;
 - Utility rate forecast under continued IOU service scenario; and
 - Based on IOU rate forecasts and other independent rate forecasts, compile electric generation service cost/payment estimates for prospective CCA customers in consideration of applicable IOU rate schedules.

- Comparative analysis of the CCA with PG&E's new 100% renewable option (Green Option), particularly as it relates to rates, local renewable energy content, REC content, GHG emissions intensity and other relevant metrics.

Feasibility Assessment (relative to San Mateo County's specified goals/objectives)

- Examination of the prospective CCA's ability to achieve rate competitiveness with PG&E.
- Assessment of the likelihood that the CCA program will meet other community goals, including:
 - Lower greenhouse gas (GHG) emissions intensity than PG&E, as measured by the attributed GHG emissions rate for various CCA supply scenarios compared to similar, publicly available emissions projections produced by PG&E; favorable comparisons may support the climate goals of the member agencies and meet or exceed state goals for renewable energy;
 - Development of overall rates that are lower or competitive with those offered by PG&E for similar power supply products;
 - Development of an energy portfolio that prioritizes the development of local renewable resources and minimizes the use of unbundled renewable energy credits (RECs);
 - Creation of quantifiable and equitable economic benefits in the region through job creation (e.g. union and prevailing wage jobs) and the investment of surplus funds to develop local renewable sources;
 - Development of voluntary differentiated energy options (e.g. 100% renewable option) in which customers may participate;
 - Stimulation of state-wide and regional renewable energy development;
 - Promotion of regional energy conservation and demand side management through yet-to-be-developed, customized programs that may be eventually administered by the CCA. Note that Contractor shall not be responsible for developing or administering such programs;
 - Promotion of local and community ownership and control of renewable resources in order to spur increased community resilience to climate change, especially in low income communities and communities of color; and
 - Administration and operation of a well-managed organization based on a financially sustainable and flexible business model.
- The consultant shall assess the overall cost-benefit potential to support a threshold decision to move forward with CCA. Costs shall include upfront program development and implementation costs as well as net ratepayer costs over the forecast period. Quantifiable impacts shall include potential for: annual and net savings over PG&E, a comparison of the attributed GHG emissions rate (expressed

in pounds of carbon dioxide per megawatt hour) associated with the CCA's projected power supply portfolio and similar, publicly available projections prepared by PG&E, expanded use of renewable energy resources and local economic development (job-years created and indirect economic impacts).

Risk Analysis

- Contractor shall analyze the potential risks to the prospective CCA program and shall outline recommended related risk-mitigation measures. Such analysis shall include:
 - Financial risk to the JPA member cities in the event that the CCA fails;
 - Financial risk to a CCA that procures too much or too little electricity and what the reasons might be for missing demand forecasts (e.g., higher than expected opt-out rate);
 - Reasonably foreseen regulatory and legislative risk, due to rules changes at the California Public Utilities Commission (CPUC) or changes in state law that affect the ability of CCAs to be competitive;
 - Ability to procure the necessary amounts of renewable energy in order to meet RPS standards, particularly if the RPS rises to 50% by 2030 and the demand for renewable energy spikes. Contractor shall also address concerns expressed by some local stakeholders, who have inquired about the prospect of insufficient renewable energy supplies following the implementation of other CCA initiatives throughout California; and
 - Market volatility and price risk.

Specified Deliverables

- Contractor shall produce the following deliverables as part of its scope of work:
 - Weekly verbal updates with the County's Office of Sustainability ("OOS") regarding project status;
 - Execution of applicable Non-Disclosure Agreements (NDAs), if any, as may be required in association with accessing and reviewing prospective customer data;
 - Draft technical study report, prepared in Microsoft Word format within the later of sixty (60) days of receipt of PG&E load data or the execution of this contract;
 - Final version of technical study report, prepared in Microsoft Word format, following review by OOS staff. Final draft shall include all pertinent exhibits, analytical results and related documentation that were utilized in the development of the study; and
 - Presentation of study findings and results before the CCA advisory committee, County Board of Supervisors, City Councils, and stakeholder and or community groups as agreed to in advance between the County and the Contractor.

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Payment: In performance of this work, the County shall reimburse the Contractor for actual time spent in completion of the Scope of Services, as specified in Exhibit A, in consideration of the Contractor's professional services rate schedule:

Contractor's Rate Schedule

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

All time shall be billed to County by Contractor in one-quarter hour increments in an amount not to exceed \$150,000. Contractor shall invoice County for all services rendered on a monthly basis plus out of pocket expenses associated with the project. Such expenses shall include things like mileage at the current IRS mileage reimbursement rate, bridge tolls, parking, printing/copying, and meeting expenses associated with the project. Source documentation supporting billed costs must be submitted with invoice. County shall pay Contractor within thirty (30) days of invoice receipt. Any additional work will require a separate Agreement signed by both parties.

Contractor shall be reimbursed for all expenses incurred in the performance of the scope of services identified in Exhibit A.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Vice President, Pacific Energy Advisors, Inc.

Date: April 29, 2015

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property. "Work Products" specifically excludes the spreadsheets and programs set forth in Paragraph 6 of this Attachment IP. "Work Products" also specifically excludes systems, documents, and/or intellectual property developed, produced, discovered, or created by Contractor before the execution of the Agreement or in connection with service performed outside of this Agreement.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Notwithstanding the foregoing, County and Contractor recognize that certain spreadsheets and programs to be used by Contractor in connection with services provided under the Agreement are proprietary to Contractor, and such spreadsheets and programs shall not be subject to the provisions of this ATTACHMENT IP.
7. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.