



Joint Meeting of the Policy and Operations Boards of Directors

May 3, 2017 • 9:00 am – 1:00 pm

City of Marina Public Library, Community Meeting Room

190 Seaside Avenue, Marina, CA 93933

AGENDA

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Carol Johnson at 831-454-2740 or carol.johnson@santacruzcounty.us.

If you have anything that you wish to be distributed to the Board please hand it to a member of MBCP interim staff who will distribute the information to the Board members and other staff.

1. **Welcome and Oath of Office**
2. **Roll Call**
3. **Approval of Interim Chair** (*Action Item*)
4. **Introduction of MBCP Implementation Team**
5. **Public Comment For Items Not on the Agenda**

CONSENT AGENDA

Approval of Interim General Counsel Contract with Santa Cruz County Counsel's Office
(*Action Item*)

REGULAR AGENDA

6. **Approve Conflict of Interest Code** (*Action Item*)
7. **Review Roles and Responsibilities of the Policy and Operations Boards**
8. **MBCP In Review:** Project Background, Major Milestones, Recommendations and Guiding Principals from the Project Development Advisory Committee (PDAC)

9. **MBCP Looking Forward:** Update and Next Steps re: MBCP's 2017 Implementation Workplan, Timeline, Key Tasks and Draft Budget
10. **Discussion of Interim CEO Position and Authorization to Proceed with Recruitment**
(Action Item)
11. **Receive Report and Authorize Next Steps for Credit and Banking Negotiations**
(Action Item)
12. **Discussion of Officers for Policy & Operations Boards**
13. **Receive Report and Provide Direction Regarding Contractor Support**
14. **Discussion of Regular Meeting Location, Time and Schedule**
15. **Board Member and Staff Announcements/Requests for Future Agenda Items**
16. **Adjournment**

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. Until MBCP has offices, the Board has designated the County of Santa Cruz General Services Department, located at 701 Ocean Street, Room 330, Santa Cruz, CA 95060 for the purpose of making those public records available for inspection. The documents are also available on the MBCP website located at: MBCommunityPower.org.



Staff Report Consent Agenda

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Approval by Policy Board of Interim General Counsel contract between the County of Santa Cruz County Counsel's Office and Monterey Bay Community Power Joint Powers Authority

DATE: May 3, 2017

Recommendation

Review of agreement for interim legal services to be provided by the County of Santa Cruz County Counsel's Office for a term of six months commencing on the date entered into per the Legal Services Agreement.

Background

Section 5.3.5 of the Joint Exercise of Powers Agreement creating the Monterey Bay Community Power Authority provides that the County of Santa Cruz has agreed to provide initial administrative support on a cost reimbursement basis to the JPA once formed. This includes, but is not limited to personnel, payroll, legal and risk management. In order for the County Counsel's Office to provide legal services to MBCP Authority, the County Counsel's office and MBCP Authority must enter into an Agreement outlining and explaining the rights and duties of each party to the Agreement. The Agreement, as attached, includes the scope of the relationship between the County Counsel's Office and the MBCP Authority as well as the parameters of representation including, but not limited to, the duration of the Agreement, rate of payment, not to exceed amount, and authorization for the County Counsel's office to retain outside counsel on behalf of the MBCP Authority.

Additionally, because the County Counsel's Office represents other public entities that may, in the future, have interests in conflict with those held by the MBCP Authority, it is customary for the County Counsel's Office to request a waiver of potential conflicts. By signing Exhibit A, this document allows the County Counsel to represent the MBCP Authority despite potential conflicts that could theoretically arise in its representation of both the MBCP Authority and either the Santa Cruz County Board of Supervisors or other Related Public Entities. In the event that an actual conflict arose, the County Counsel would withdraw from its representation of the MBCP Authority.

Analysis and Discussion

The agreement for legal services allows the County Counsel's Office to act as legal representative to the MBCP Authority for six (6) months from the date of signature in an amount not to exceed \$50,000. The Agreement also enables the County Counsel's office to seek outside counsel for specialized legal work without further approval of the MBCP Authority in an amount up to \$25,000.

Fiscal Impact:

If the Board approves, the County of Santa Cruz will seek reimbursement from the JPA for costs and fees not to exceed \$50,000 and not to exceed \$25,000 for outside legal counsel.

ATTACHMENTS:

- A. Agreement
- B. Waiver (Exhibit A)

**AGREEMENT FOR THE PROVISION OF LEGAL SERVICES
BETWEEN MONTEREY BAY COMMUNITY POWER
AND
THE OFFICE OF THE SANTA CRUZ COUNTY COUNSEL**

THIS AGREEMENT entered into the ____ day of May 2017 by and between the **OFFICE OF THE SANTA CRUZ COUNTY COUNSEL**, hereinafter referred to as “County Counsel”, and **MONTEREY BAY COMMUNITY POWER**, hereinafter referred to as “MBCP”;

WITNESSETH:

WHEREAS, County Counsel is ready and able to provide legal service and advice to MBCP and MBCP wishes to retain County Counsel to perform legal services with respect to certain matters; and

WHEREAS, it is reasonable and necessary to set forth the various obligations and responsibilities of the parties in light of MBCP’s payment for County Counsel’s legal services;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. County Counsel shall perform legal services and legal representation, including the handling of litigation, as may be requested by MBCP. Such services include legal research and advice; preparation of legal documents such as contracts; representation in negotiations; participation in administrative proceedings at the California Public Utilities Commission; and attendance at public meetings. MBCP is retaining the Office of the County Counsel, not any particular attorney, and the attorney services to be provided to MBCP will not necessarily be performed by a particular attorney. Litigation services shall not include litigation for which the MBCP has insurance coverage.

2. MBCP shall pay for legal services under this Agreement at an hourly rate of \$250. The Office of the County Counsel adjusts its rates from time-to-time.

In the event that the hourly rate increases during the contract period, the Office of the County Counsel will provide MBCP with ninety (90) days advance notice before billing at the higher rate. Additionally, MBCP shall pay the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., deposition costs, transcript costs, investigation fees, filing fees, extraordinary mailing costs, reasonable travel expenses, etc.

3. Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter hour increments. The time charged will include the time County Counsel spends on telephone calls relating to MBCP matters, including calls with MBCP and other parties and attorneys. The legal personnel assigned to MBCP matters may confer among themselves about a matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. County Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by MBCP to County Counsel within thirty (30) days of the invoice date. County Counsel shall not invoice or expect payment for fees until MBCP begins receiving revenues from ratepayers ("Initial Revenues"). After the receipt of such Initial Revenues, MBCP shall make all payments due to County Counsel within thirty (30) days of receipt of invoice. The total maximum payable under this Agreement is \$50,000. This maximum does not include any payments that may be made to outside counsel per paragraph 7.

4. This agreement is for a term of six (6) months commencing on the date first written above. This Agreement may be terminated by mutual agreement of the parties at any time and by either party without the requirement of good cause with ninety (90) days' advance written notice of the intention to terminate. County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. County Counsel will cooperate with MBCP to transfer all records to any new attorney retained by MBCP, but County Counsel

may retain copies of all records in accordance with County Counsel's adopted records retention schedule.

5. The parties understand that County Counsel has been retained to represent the interests of MBCP as a whole. In order to facilitate County Counsel's representation of MBCP, MBCP designates its Chief Executive Officer as the authorized representative to direct County Counsel and to be the primary person to communicate with County Counsel regarding the subject matter of County Counsel's representation of MBCP under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between County Counsel and other representatives of MBCP. Should MBCP desire to change the designated authorized representative, it shall provide County Counsel with an MBCP resolution that designates the name of the individual(s) who shall act as the replacement authorized representative.

6. MBCP will be truthful and cooperative with County Counsel and keep County Counsel reasonably informed of relevant developments.

7. It is recognized and agreed that, in its representation of MBCP, County Counsel may be required to retain the services of legal counsel other than the County Counsel ("Outside Counsel") on behalf of MBCP. This Agreement authorizes County Counsel to independently retain Outside Counsel on behalf of MBCP for legal services not to exceed \$25,000 without further authorization by MBCP. In the event that the cost for services for Outside Counsel exceeds \$25,000, County Counsel shall seek approval and authorization for services from MBCP.

8. MBCP understands that the County of Santa Cruz is the County Counsel's primary client. Should there be a conflict between MBCP and the County of Santa Cruz in a matter, MBCP hereby consents to the County Counsel's withdrawal of representation of MBCP in order for County Counsel to represent the County of Santa Cruz in any such matters, unless such waiver is prohibited by law. Upon execution of this Agreement, MBCP agrees to execute the Waiver of Conflict attached hereto as Exhibit A, so that County Counsel may continue to represent the County of Santa Cruz (or Related Public Entities) and MBCP in the absence of actual conflict. MBCP expressly waives its right to disqualify County Counsel from

representing the County of Santa Cruz (or Related Public Entities) in any matter involving MBCP.

9. If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of County Counsel and MBCP.

10. Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For MBCP:

County of Santa Cruz General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060
Attention: Carol Johnson

For County Counsel:

Office of the County Counsel
701 Ocean Street, Room 505
Santa Cruz, California 95060
Attention: Dana McRae

11. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

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

Dated: _____ OFFICE OF THE COUNTY COUNSEL,
COUNTY OF SANTA CRUZ

By: _____
Dana McRae, County Counsel

Dated: _____ MONTEREY BAY COMMUNITY POWER

By: _____
Chair, Policy Board of Directors

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Santa Cruz County Counsel (“County Counsel”) serves as Santa Cruz County’s legal advisor and representative in all civil matters; and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County such as, but not limited to, Sanitation Districts, County Service Areas, Flood Control Districts, and Lighting Districts (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as “Related Public Entities”) (a complete list of such entities can be provided upon request); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as Monterey Bay Community Power (“MBCP”); and

WHEREAS, from time to time, the interests of MBCP may potentially conflict with the interests of the County or other Related Public Entities; and

WHEREAS, MBCP acknowledges a potential conflict of interest may arise from the fact that the County and/or Related Public Entities may have divergent interests from MBCP in transactions or matters involving MBCP and County or MBCP and Related Public Entities, such as in a situation where MBCP and County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, MBCP wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, County Counsel is requesting a waiver from MBCP.

WHEREAS, MBCP understands that if an actual conflict were to exist on a matter, County Counsel would advise MBCP and then withdraw representation on that matter.

NOW, THEREFORE, MBCP hereby acknowledges that the nature of such potential conflicts has been explained and MBCP hereby agrees to waive any potential conflicts of interest between MBCP and County and between MBCP and Related Public Entities.

MBCP further agrees to waive the right to disqualify County Counsel from representing the County or any Related Public Entity over any conflict between MBCP and County or between MBCP and any such Related Public Entities.

Dated: _____

Monterey Bay Community Power

By: _____
Chair, Policy Board of Directors



Staff Report Item 6

TO: MBCP Policy and Operations Board of Directors

FROM: Dana McRae, County Counsel, County of Santa Cruz
Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Approval of Conflict of Interest Code

DATE: May 3, 2017

Recommendation

Approve a Conflict of Interest Code for Monterey Bay Community Power Authority.

Background

The Political Reform Act (California Government Code Section 81000, et seq.) requires State and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code.

To help identify potential conflicts of interest, the law requires public officials and employees in designated positions to report their financial interests on a form titled Statement of Economic Interests (Form 700). As directed by Government Code Section 82001(a), the code reviewing body is the Fair Political Practices Commission. Pursuant to 2 Cal. Code of Regs. Section 18227, the County Clerk for the County of Santa Cruz shall be the official responsible for reviewing and retaining statements of economic interests and making the statements available for public inspection and reproduction. This regulation and the attached two page Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Monterey Bay Community Power Authority.

Analysis and Discussion

Individuals holding designated positions shall file their statement of economic interests with Monterey Bay Community Power Authority, which will make the statement available for public inspection and reproduction pursuant to Government Code Section 81008. Upon receipt of a

statement, Monterey Bay Community Power shall make and retain a copy and forward the original to the Santa Cruz County Clerk.

County Counsel has drafted the Conflict of Interest Code, attached hereto as an Appendix to comply with these requirements.

Fiscal Impact:

None.

ATTACHMENT:

Conflict of Interest Code and Appendix

**Conflict of interest Code of
MONTEREY BAY COMMUNITY POWER
A Joint Powers Authority**

The Political Reform Act (California Government Code Section 81000, *et seq.*) requires State and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached two page Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of Monterey Bay Community Power.

As directed by Government Code Section 82001(a), the code reviewing body is the Fair Political Practices Commission. Pursuant to 2 Cal. Code of Regs. Section 18227, the County Clerk for the County of Santa Cruz shall be the official responsible for reviewing and retaining statements of economic interests and making the statements available for public inspection and reproduction.

Individuals holding designated positions shall file their statement of economic interests with Monterey Bay Community Power, which will make the statement available for public inspection and reproduction pursuant to Government Code Section 81008. Upon receipt of a statement, Monterey Bay Community Power shall make and retain a copy and forward the original to the Santa Cruz County Clerk.

APPENDIX

Monterey Bay Community Power

Conflict of Interest Code

List of Designated Positions and Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the designated employee's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including but not limited to late fines.

Designated Employees	Disclosure Category
Member, Policy Board of Directors	1,2,3,4
Member, Operations Board of Directors	1,2,3,4
Chief Executive Officer	1,2,3,4
General Counsel	1,2,3,4
Consultants*	1,2,3,4

*The Chief Executive Officer, after consultation with the General Counsel, shall review the duties and authority of all consultants retained by Monterey Bay Community Power. Those consultants who, within the meaning of 2 Cal. Code of Regs. Section 18700, *et seq.* are required to file statements of economic interests, shall do so. During each calendar year, Monterey Bay Community Power shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant

from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

Monterey Bay Community Power
Description of Disclosure Categories

Category 1

A designated person assigned to Category 1 is required to disclose investments which may foreseeably be materially affected by any decision made or participated in by the designated employee.

Category 2

A designated person assigned to Category 2 is required to disclose interests in real property which may be materially affected by a decision made or participated in by the designated employee.

Category 3

A designated person assigned to Category 3 is required to disclose income which may be materially affected by any decision made or participated in by the designated employee.

Category 4

A designated person assigned to Category 4 is required to disclose any business entity in which the designated employee is a director, officer, partner, trustee, or holds any position of management which may be materially affected by any decision made or participated in by the designated employee.



Staff Report Item 7

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Review Roles and Responsibilities of the Policy and Operations Boards

DATE: May 3, 2017

Recommendation

Receive this report outlining the roles and responsibilities of members of the MBCP Policy Board and Operations Board.

Background

With its inaugural Board meeting, MBCP begins a ramp-up to providing electrical service to tri-county customers in Spring 2018. To achieve this, many decision points and policies will need to be assessed and acted upon by the Policy and Operations Boards. As such, a clear understanding of the rationale and goals behind the creation of a “bi-cameral board” and how these two boards are intended to operate and interact will be beneficial.

1) Project Development Advisory Committee (PDAC) Recommendations:

During its nearly two years of regular meetings, the PDAC discussed various governance options and researched best practice governance models from around the region and State. To meet the diverse needs of the Monterey Bay region, the PDAC recommended that a governance model be developed following these principles:

- Consistent with best practices learned from the successes and challenges of established CCE governing Boards
- Equitably representative and aligned with population density and electricity usage within the region
- A manageable number of Board members with the ability to scale to accommodate later members
- Primary members and alternates should include elected officials
- Industry technical experts without a conflict of interest should be advisory to the Board

- Structured similarly to an existing and well-accepted Monterey Regional JPA board that has been serving the tri-county region successfully for many years, the Monterey Bay Air Resources District.

Following the work of the PDAC, the governance committee worked through many options and settled on a bi-cameral Board structure that would include a Policy Board comprised of elected officials that would meet only a few times/year, and an Operations Board comprised of municipal executive officers that would meet monthly. This was further articulated in the JPA Agreement as follows:

2) JPA Agreement:

Sections 3.3.1 through 3.3.5 of the Joint Exercise of Powers Agreement creating the Monterey Bay Community Power Authority provides that:

The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service, while the Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority.

Policy Board approval shall be required for any of the following actions, including but not limited to:

- The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;
- The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;
- The appointment and termination of the Chief Executive Officer;
- The adoption of the Annual Budget;
- The adoption of an ordinance;
- The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;
- The adoption of the Implementation Plan;
- The selection of General Counsel, Treasurer and Auditor;
- The amending of this Joint Exercise of Powers Agreement; and
- Termination of the CCA Program.

Operations Board approval shall be required for the following actions, including but not limited to:

- The approval of Authority contracts and agreements, except as provided by Section 3.4.
- Approval of Authority operating policies and other matters necessary to ensure successful program operations.

Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervener; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

Analysis and Discussion

As noted above, several key principals were considered in the formation of the MBCP governance structure. Along with this, in recognition of the potential time impacts a CCE of this size could have for elected officials, board duties were split into two streams; day to day operations suitable for municipal executives and higher level decisions more fitting for public representatives.

Operations Board members will be required to meet on a more regular basis, likely monthly, but a minimum of eight times per year. The Operations Board will work with the CEO to advance MBCP operations and provide full, well researched options and support as needed for the Policy Board.

The Policy Board will meet as needed for issues best resolved by elected representatives of MBCP customers. It is expected the Policy Committee will need to meet no more than 3 times a year, though the option exists for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer.

It should be also noted that there is the potential for an increased number of meetings for both Boards, as well as joint meetings such as this inaugural meeting, during the implementation phase and first year of MBCP operation.

Finally, beyond basic Board of Director responsibilities for both boards, Board members may be asked to serve on ad-hoc subcommittees for a variety of issues such as employee contract negotiations, advisory committee selection process, and other as yet unknown needs as the Boards may determine.



Staff Report Item 8

TO: MBCP Policy and Operations Board of Directors

FROM: Nancy Gordon, Director, General Services Department, County of Santa Cruz;
Chair, MBCP Project Development Advisory Committee (PDAC)

SUBJECT: MBCP in Review

DATE: May 3, 2017

Recommendation

Receive report regarding MBCP project background and the regional Project Development Advisory Committee's investigation process and recommendations.

Project Background

Formed in 2013, the Monterey Bay Community Power project became a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, San Benito and all 18 cities located within. The partnership also included Monterey Bay Unified Air Pollution Control District, Salinas Valley Solid Waste Authority, and Monterey Regional Waste Management District.

The purpose of the project was to investigate the viability of establishing a regional community choice energy joint powers agency (CCE-JPA). Authorized by California legislation (AB 117 in 2001, amended by SB 790 in 2011), CCE allows counties and cities to pool their electricity load in order to purchase electricity or invest in energy projects and programs for local residents and businesses as an alternative to the existing utility provider, (PG&E.) Formal resolutions to participate in the project were passed by every jurisdiction during 2013, with each given the option of appointing a representative to a regional Project Development Advisory Committee (PDAC) overseeing the research and feasibility phase of the project.

Regional Project Development Advisory Committee (PDAC) Major Milestones

January 2013 - The 15-member PDAC approved the County of Santa Cruz as the lead agency on behalf of the partnership to raise the funds and provide staffing for the effort. From 2013 through June 2016, the PDAC hosted 28 public meetings collaborating with the Project Team on all elements of the investigation to explore CCE program viability and structural options. A project website was established in early 2013 to provide information and resources, answers to frequently asked questions and post PDAC meeting materials.

June 2014 - Santa Cruz County raised \$404,846 from private, community and state resources, not from local government general budgets, to conduct a Technical Feasibility Study, which provides an analysis of the benefits and risks associated with creating a local CCE agency and a comparison of that information with the current rates and services provided by PG&E. The study was completed in April 2016.

April 2016 - The study and an independent peer review were completed, revealing several favorable environmental and economic outcomes. These included local control over electricity rates and complimentary programs, a significant increase in procuring and generating renewable electricity for the region and the potential value of redirected revenue to benefit the local economy and create green jobs. The technical study and peer review became part of a larger comprehensive report produced by the PDAC, which provided each county and city partner the information necessary to decide whether to participate in the next steps toward forming a regional CCE-JPA. The PDAC also assembled a complete public record of the committee deliberations, which were posted on the website along with the final report, MBCommunityPower.org.

May - June 2016 - The PDAC hosted a series of public workshops and special study sessions to review the committee's report with elected officials, jurisdictional executive staff and community members. CCE experts experienced in retail electricity services, program design, finance, wholesale purchasing and renewable resource development assisted with the study sessions.

August – November 2016 - PDAC invited executive staff to form two ad hoc subcommittees to review governance and financing options. County and city representatives interested in forming a CCE-JPA began meeting in August and quickly determined that each should seek feedback from their respective governing board regarding the CCE-JPA's governance structure, which took the form of a "resolution of intent." The resolution signaled each jurisdiction's intent to join the CCE-JPA and initially accept the proposed governance structure comprised of an 11 member policy board plus an 11 member operations board, with 5 permanent seats and 6 shared seats based on region and population size. Out of the 21 county and city partners, 19 approved the resolution of intent.

December 2016 - Negotiations with the ad hoc committees continued through December and into early January 2017 to finalize the proposed governance structure and JPA agreement. The

subcommittee directed the County of Santa Cruz to issue a request for proposals on behalf of MBCP for financing and bank services.

January - April 2017 - By April 26th, 17 out of 21 cities and counties had approved the JPA agreement and conducted their first and second reading of the CCE ordinance. Pacific Grove and Carmel had approved the JPA agreement and conducted their first reading of the ordinance, stating their intent to conduct second readings in early May. This will bring the total membership of MBCP to 19 member jurisdictions. King City and Del Rey Oaks have declined participation at this time.

May 3rd, 2017- The first meeting of the MBCP JPA Board will mark the beginning of the next phase of program implementation and Agency formation using the PDAC's recommendations and guiding principles as a foundation. These tasks will include developing and implementing CCE program design and power products, soliciting energy procurement services, seeking CPUC certification of an implementation plan, executing a service agreement with PG&E, expanding community engagement, completing all remaining legal requirements, hiring staff and establishing an office and, finally, enrolling customers. It is anticipated that electric service will begin in the spring 2018.

PDAC Recommendations and Guiding Principles

Feasibility Recommendation:

The analysis and outcomes from the technical feasibility study as well as all of the investigative work undertaken by the PDAC indicated that establishing a successful CCE agency within the Monterey Bay Region is highly feasible with a wide range of options.

CCE Best Practices Recommendations:

New CCEs can mitigate risk and ensure best practices by learning from the experiences of operational CCE agencies. In addition to the technical study, the PDAC's report includes an overview of regulations as well as information and lessons learned from other multi-jurisdictional CCE agencies regarding structure, governance, financing and program phasing. The PDAC spent countless hours reviewing and discussing this information with statewide CCE experts and recommends the following best practices are considered by MBCP county and city partners as they contemplate formation:

- **Structure** – The PDAC recommends a regional agency that includes as many of the MBCP county and city partners as possible. The economy of scale relative to procurement buying power, start-up and long-term financing and other operational considerations makes a compelling case for a regional agency. Given the nature and technical complexity of running the business of a CCE program, the PDAC also recommends that the agency not be embedded in an existing government entity, but be formed as a stand-alone joint powers agency. Further, the PDAC does not recommended that an existing CCE-JPA be joined for a fee as the economic and job creation benefits to the Monterey region would be considerably diminished. However, “back-end” turn- key administrative services that have a proven operational track record

are readily available to newly formed CCEs and should be accessed to streamline start-up and operational tasks and costs.

■ **Governance** – To meet the diverse needs of the Monterey Bay region, the PDAC recommends a governance structure that aligns with the following criteria:

- Consistent with the best practices learned from the success and challenges of established CCE governing boards as outlined in Section III of the information packet.
- Equitably representative and aligned with population density and electricity usage within the region;
- A manageable number of board members with the ability to scale to accommodate later members;
- Primary members and alternates should be elected officials;
- Industry technical experts without a conflict of interest should be advisory to the Board;
- Structured similarly to an existing and well-accepted Monterey regional JPA board that has been serving the same partner counties and cities successfully for many years, the Monterey Bay Air Resources District.

■ **Start-up Financing & Payback Period** – There are many options to providing the capital for second phase formation work; the most direct path is for one of the main partners to provide all of the start-up funding, or guarantee a private loan, which can be paid back with interest once the CCE agency begins to generate revenue from ratepayers. Although a cost-share strategy is often used in starting a joint powers agency, this requires additional time and contractual work in what is already a complex formation process. However the start-up is financed, the CCE governing Board should aim to pay back the start-up loan as soon as it is financially feasible.

■ **Guiding Principles**– The PDAC recommends strategic and operational alignment with these principles:

- Serve community goals and local policy objectives, including greenhouse gas reductions and increased statewide and local renewable energy supply.
- Control and safeguard customer revenues to ensure long-term financial viability and local government ownership, even when power supply costs fluctuate.

- Offer competitive rates and choice in customer electricity services that does not include the use of unbundled renewable energy credits, coal or nuclear resources and prioritizes in-state renewable contracts as is financially viable and available.
- Support the rapid investment in local renewable energy generation to the maximum extent feasible while ensuring fiscal stability, rate parity and carbon reduction goals are met.
- Pursue long-term power procurement strategies and local power ownerships that hedge future market risk and incorporate diversity of energy suppliers, technologies and products.
- Plan for long-term financial viability through integrated resource planning, in-house fiscal management, transparent rate setting and policies that build program reserves. Building robust reserves enhances the agency's credit rating, lowers the cost of procurement and increases the viability of issuing future bonds for projects.
- Maintain a firewall between the assets and liabilities of the CCE agency and those of municipal general funds.
- Adhere to applicable statutory and regulatory compliance requirements.
- Implement effective risk management practices and ensure transparency and accountability to the local community and oversight agencies.
- Offer complementary programs that serve community interests such as feed and tariff, net-metering, comprehensive energy efficiency retrofits, demand response, community solar, electric vehicle charging, battery storage, as well as support for local training programs in both the private and public sectors and research/development of emerging technologies.
- Establish criteria for the use of surplus revenues that ensures geographic equity and adheres to economic justice principles.
- Define criteria for selecting energy procurement vendor(s) that aligns with the region's sustainability and economic vitality goals.
- Develop a long-term strategic goal of regional energy self-sufficiency by building out local renewable generation projects using local workers making prevailing wages with benefits. Establish a definition of "the use of local workers" and adhere to established local government definitions of "prevailing wages."

- **Program Launch**– The best window of opportunity to launch a CCE agency (i.e., actually provide power to customers) has proven to be between April and October. MBCP is targeting the Spring 2018 for its initial Phase 1 launch to be followed in the late summer of 2018 with remaining/Phase 1 customers.

A copy of the full Technical Study and PDAC report can be found on MBCP's website:

MBCommunityPower.org.



Staff Report Item 9

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz
Shawn Marshall, CCE Program Consultant, LEAN Energy US

SUBJECT: MBCP Looking Forward: Implementation Plan & Overview

DATE: May 3, 2017

Recommendation

Receive report and provide feedback and direction as needed. Direct staff to work toward goal of providing Phase 1 service in Spring 2018 while closely monitoring progress and reporting to the Operations Board on critical path items.

Background

Since the publication of the MBCP Technical Study and report of recommendations from the Project Development Advisory Committee in the Spring of 2016, municipalities in the Tri-county region of Monterey, Santa Cruz and San Benito Counties have taken several formative steps in MBCP's development. They have: 1) considered the results of the technical study, 2) met over a period of 6-months to craft and finalize the MBCP JPA Agreement and governance structure, 3) issued an RFP and received bids for Agency start-up financing and working capital, and 4) passed all required resolutions and ordinances to form the Monterey Bay Community Power Authority. The newly established JPA officially formed in February 2017 and currently has 17 municipal members spanning all three counties participating in the program.¹

Analysis & Discussion:

Having now moved out of the initial evaluation and "go/no-go" phase, MBCP is entering a period focused on Agency organizational development, CCE program design, public outreach, and service launch! It is an exciting and busy time with many decisions and tasks to be completed in preparation of Spring 2018 when MBCP will officially begin providing electric service to customers in the region.

¹ Two cities, Carmel and Pacific Grove, will complete their second readings in May, bringing the municipal member total to 19.

A. Implementation Elements

There are six core elements common to new CCE start-ups. Following is a brief description of each area of activity. These functions will be supported by outside service providers until such time that the permanent CEO and staff is hired and can begin assuming some/all tasks when the Agency and program becomes operational. At that time, some functions may be taken completely “in-house” while others may remain fully or partially outsourced at the discretion of the Operations Board and CEO.

1) Agency Organizational Development/CCE Program Implementation

- All tasks associated with operationalizing MBCP and designing the CCE program and its products and services. This functional area involves overall project management, governance and administration, budget development, staffing and all elements required to transition MBCP to a fully independent agency.

2) Technical and Energy Services

- This area focuses on all the tasks required to complete MPCP’s implementation plan, its customer phasing plan, power procurement and contract negotiations, assistance with rate design and rate setting and CAISO registrations. This task area will also focus on development of initial energy programs such as integrated resource planning, net energy metering, feed in tariff, energy efficiency, et al.

3) Communications and Customer Enrollment

- This element will build upon the public information and MBCP collateral design already in place. Focus during the implementation phase shifts to customer outreach and a robust marketing campaign to notify future customers about MBCP and their options. This area also includes website design and all the steps associated with customer noticing requirements.

4) Data Management and Call Center Services

- This area deals with “back office” technical functions associated with customer account switching, financial settlements, customer relationship management (CRM) systems as well as the call center function for customers who choose to opt-out of the program.

5) Regulatory and Legislative Tracking & Participation

- Regulatory and legislative participation is an important component of CCE operations. As MBCP evolves and moves closer to launch, it will need to file for party status at the CA Public Utilities Commission and will need to begin tracking and responding to legislation and regulatory proceedings.

B. Critical Dates Timeline

Attached please find a critical dates timeline that shows the major milestones and deadlines required to meet a program launch date of April 2018 (see Attachment A). In addition, staff also works from a more detailed spreadsheet detailing the tasks and deliverables under each functional category outlined above; we would be happy to share the more detailed spreadsheet if that is of interest.

A Spring launch is generally viewed as most economically advantageous for a new CCE program. April marks the beginning of the summer tariff schedule which lasts through October each year. Summer tariff rates are generally higher than winter rates resulting in higher revenues for MBCP in its first six months of operation as well as rate stability through much of the first year of operations.

C. Implementation Budget

Attached please find a DRAFT implementation budget that provides updated estimates of the major line items within each implementation function (see Attachment B). Staff plans to use this draft budget to support the initial line of credit estimated at \$2.5M and credit guarantee discussions to support it. Once the interim CEO and Treasurer are in place, s/he will review this draft and will return to the Board for final budget approval.

A few items of note regarding the DRAFT budget:

- It is based on a 12-month implementation period commencing June 2017-May 2018.
- This budget closely aligns with the cost estimates provided in the Technical Study; however, some of the expenses have been reallocated to reflect current market conditions and recent CCE formation experience
- This budget does NOT include the cost of power or the reimbursable expenses for interim support staff from Santa Cruz County and other member agencies
- It does not include data management/call center costs because those expenses typically begin accruing on per account basis once the program is operational
- This budget does not include debt service/interest payments, which will not commence until the program is operational and generating revenue.

D. Interim Support Services

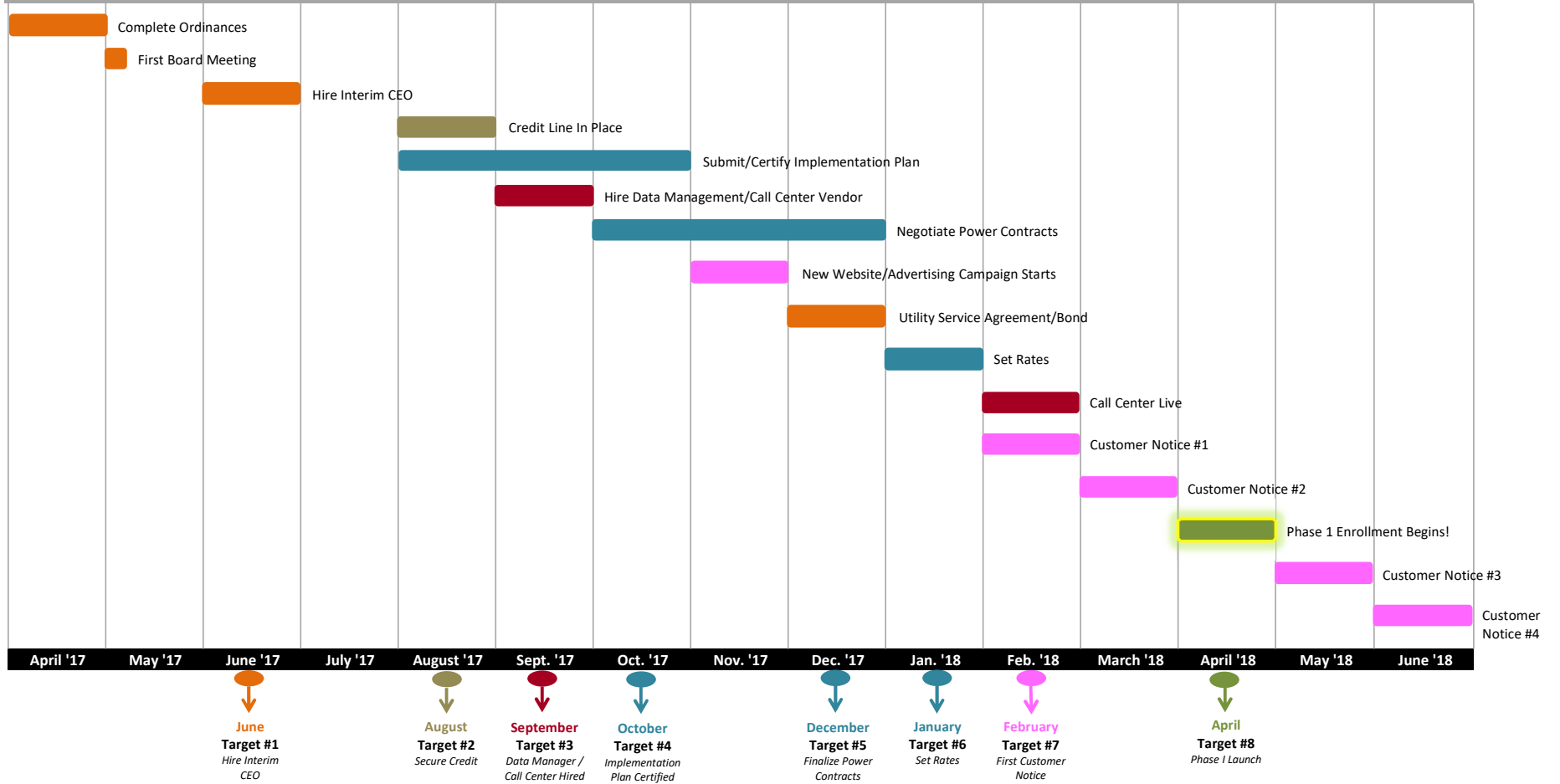
Because MBCP does not yet have official staff or infrastructure, it will require the support of contractors and municipal staff from one or more members to get the Agency and CCE program up and running. It is anticipated that interim support services from Santa Cruz County and possibly other member jurisdictions will be needed through the implementation period or until MBCP is operationally viable and independent. Interim support services include but are not limited to: 1) Administrative Services, 2) General Counsel, 3) Human Resources/Personnel, and 4) Treasury/Fiscal. Level of support and municipal staff resources will be highest at the outset of implementation and will taper off as the program hires an interim CEO, establishes financing, staffs up and assumes the daily tasks and requirements of the new agency.

At the direction of the Board, Santa Cruz County and any other members providing support services will prepare a cooperative service agreement with MBCP outlining the support functions each Agency is assuming on MBCP's behalf. Internal staff time and program costs incurred by member agencies for MBCP will be documented and reimbursed by MBCP once it is generating revenues and the initial line of credit has been repaid.

Attachment A: Critical Dates Timeline

Attachment B: DRAFT Implementation Budget

MBCP Critical Dates Timeline - Spring 2018



- Admin/Project Management
- Tech and Energy Services
- Banking
- Data Management/Call Center
- Marketing/Outreach

Monterey Bay Community Power Proposed 12-Month Implementation Budget	
MBCP Implementation and Administration	
Project Management and Operations Support	\$120,000
Interim Executive/staff salaries	\$700,000
Board Meeting Expenses	\$10,000
Start up administrative costs (office rent, service fees, equipment, insurance,	\$125,000
TOTAL:	\$955,000
Technical and Energy Services	
Implementation Plan	\$35,000
Operating Budget/Proforma Update	\$5,000
Power Supply RFP, vendor selection and contract negotiations	\$100,000
Rate Design/Rate Setting	\$60,000
Assistance with NEM/FIT programs, registrations and compliance	\$50,000
TOTAL:	\$250,000
Communications/Customer Enrollment*	
Messaging and sub-brand development	\$20,000
Website 2.0	\$25,000
Collateral Design/Video Update	\$40,000
Advertising Campaign -- print, social, paid and earned media	\$250,000
Community Outreach/Tabling and events	\$25,000
Customer Notifications (4 @ \$.60 each)	\$600,000
TOTAL:	\$960,000
Finance/Legal	
General Counsel Services	\$75,000
Banking and Credit Services - negotiation, fees, etc	\$25,000
Power Supply Contracts - Legal Services	\$75,000
TOTAL:	\$175,000
Regulatory/Legislative	
Cal-CCA Associate Membership	\$3,000
Gain Party Status/Post CCA Bond	\$120,000
Participation in Regulatory Proceedings/Legal	\$50,000
Monitoring and Reporting	\$10,000
TOTAL:	\$183,000
TOTAL:	\$2,523,000

*Assumes 4 notices to 250,000 customers in MBCP service territory
support staff and internal soft costs incurred on behalf of MBCP, 3) credit interest/debt
service



Staff Report Item 10

TO: MBCP Policy and Operations Board of Directors

FROM: Ajita Patel, Deputy Director - Personnel, County of Santa Cruz

SUBJECT: Discussion of Interim CEO and Authorization to Proceed

DATE: May 3, 2017

Recommendations

1. Receive report and provide direction and authorization to proceed with MBCP's interim CEO search.
2. Appoint a subcommittee of the Operations Board to assist with candidate evaluation and recommendation to the Policy Board.

Background

Since 2014, staff at the County of Santa Cruz has provided concept leadership and project administration services for the earliest planning and development phases of MBCP's formation. Now that the JPA Agreement and CCA ordinances have established MBCP as a formal entity, the County would like to step back from day-to-day program leadership while still providing interim support services until a full staff is hired and the program is closer to launch.

MBCP plans on having a permanent CEO and full staff to manage Agency operations over the long term. In the nearer term, however, there are a number of executive level functions and activities that need to be done without delay if the program is to launch in the Spring of 2018.

Analysis & Discussion

Staff is recommending that MBCP hire an interim/contract CEO with recent utility or CCA experience to guide the Agency through the myriad of steps and requirements to get the Agency fully operational and the CCE program launched. It is envisioned that the contract would be for approximately one year depending on the timing of the permanent CEO search and hiring process.

Staff is recommending this approach for two reasons:

- 1) **Timing:** The County of Santa Cruz Personnel Department is able to support a fast-track posting and search that would ideally have an interim CEO in place by mid July or early August. Conversely, it is estimated that the process to recruit and hire a permanent CEO will take approximately five months. Conducting a fast-track recruitment to contract for a qualified executive by August gives MBCP the greatest chance of staying within its current timeline to begin serving customers next April.
- 2) **Availability of Resources:** County of Santa Cruz staff, due to its own operational needs, would prefer to provide interim support services rather than the daily, executive leadership required to bring the Agency into full operations. In addition, the Agency still lacks credit capacity or start-up capital, so approaching this as a contract position will be easier for the County to fund in the near term rather than covering a CEO salary with attendant benefits.

Role of the Interim CEO

It is envisioned that the interim CEO will assume day-to-day responsibility for all the next steps associated with MBCP's organizational development and implementation, including but not limited to: Management of various contractors and vendors; complete credit negotiations with the bank and establish banking and accounting functions; assume Board meeting and governance responsibilities; develop a staffing plan, Agency and employment policies, and Agency operating budget; oversee power planning and procurement process; and assist in the recruitment and training of the permanent CEO and initial Agency staff.

Proposed Next Steps

If there is approval to proceed, County of Santa Cruz Personnel Department will prepare a Request For Qualifications and post for the position by mid-May. The posting shall remain open for 2 weeks and interviews will be held in early June by an ad hoc committee of the Operations Board. The Operations Board will then advance its recommendation to the Policy Board for approval (hopefully at its July 5 meeting) and, with County Personnel Department support, handle the remaining interim CEO contract details. County staff will also begin researching office space, perhaps at the Santa Cruz County offices or at one of MBCP's member agency offices.

Fiscal Impact:

County Personnel Department staff will conduct a brief salary survey of existing CCA CEOs and other relevant utility executives, but cost for a full-time interim CEO is estimated at \$20,000-25,000/month plus expenses. This contract position will not include medical insurance or other employment benefits.

cc: Michael J. McDougall, Personnel Director-County of Santa Cruz



Staff Report Item 11

TO: MBCP Policy and Operations Board of Directors

FROM: Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector, County of Santa Cruz
Peter Detlefs, Economic Development Coordinator, Office of Economic Development, County of Santa Cruz
Carol Johnson, Administrative Services Manager, County of Santa Cruz

Cc: Banking & Credit RFP Review Committee:
Mark Welch, Finance Director, City of Capitola
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector, County of Santa Cruz
Laura Bowers, Chief Deputy Auditor-Controller, County of Santa Cruz

SUBJECT: MBCP Credit and Banking Services – Authorization for Next Steps

DATE: May 3, 2017

Recommendations

- 1) Accept report and direct appropriate staff to begin discussions with River City Bank to establish credit and banking services for MBCP.
- 2) Direct staff to develop credit guarantee documents with River City Bank and primary credit guarantors and prepare standard interagency agreements to support primary credit guarantors.
- 3) Direct staff to return to the Operations Board in August with final credit terms and agreements for approval.

Background

At the direction of the ad hoc Monterey Bay Community Power (MBCP) financing committee, which met throughout the summer and fall 2016, the County of Santa Cruz prepared and issued a banking and credit services request for proposals (RFP) on December 7, 2016, to raise debt capital in support of MBCP program implementation and early operations as well as establish banking operations. Please see Attachment A for a copy of the RFP.

The RFP specifies three categories of credit and banking services that will be required for MBCP to move forward: (1) start-up/implementation capital estimated up to \$3 million; (2) working capital to support power purchase contracts and early operations, estimated between \$10 million - \$15 million; and (3) banking and deposit services.

A total of three responses were received on February 1, 2017, as follows:

1. Salinas Valley Solid Waste Authority - Start-up capital
2. Bank of the West - Start-up capital, working capital and banking and deposit services
3. River City Bank - Start-up capital, working capital and banking and deposit services

The proposal received from Bank of the West was determined to be incomplete based on the RFP requirements and therefore declared non-responsive. Bank of the West was subsequently notified of this decision.

Although only one responsive proposal for banking and deposit services was received, the County of Santa Cruz recommended that the Evaluation Committee review and evaluate the proposals from Salinas Valley Solid Waste Authority (SVSWA) and River City Bank (RCB) rather than terminate and reissue the RFP. The proposals were reviewed and evaluated by Edith Driscoll, County of Santa Cruz Auditor-Controller-Treasurer-Tax Collector, and Laura Bowers, Chief Deputy Auditor-Controller, and Mark Welch, Finance Director for the City of Capitola.

On April 18, 2017, the Board of Supervisors for the County of Santa Cruz accepted a status report on credit and banking services for MBCP and referred the proposals to MBCP for their review and recommendation.

Analysis and Discussion

A. Evaluation Overview

The evaluations indicate that River City Bank's proposal is clear, concise and meets the requirements set forth in the RFP. They note RCB's strong customer base and extensive experience providing banking services to similar CCA Agencies. They further note that RCB's mission aligns well with MBCP. They indicate that RCB's proposed cost for banking and deposit services seem reasonable and competitive. Likewise, RCB's proposed cost for start-up capital (and also working capital not proposed by SVSWA) while tied to LIBOR, which could fluctuate, is significantly lower than SVSWA's fixed rate, but does not require extreme guarantees as noted in the next section.

Credit guarantee: Each bidding lender requires some form of credit guarantee, either cash collateral or letter of credit, and each requires different levels of credit backing and varying term lengths. River City Bank's guarantee requirements are the most favorable, requiring 100% credit backing in the form of a letter of credit for the non-revolving line of credit made available pre-operations and pre-revenue. The guarantee will be in place for the entire term of the loan, estimated to be 12 months.

At this time, it is contemplated that the counties of Santa Cruz, Monterey and San Benito will step forward to cover RCB's guarantee requirements on behalf of their respective cities. The counties will, in turn, require each of their county's member cities to enter into an MOU/interagency agreement to back their pro rata share of the Agency loan. Final credit and guarantee terms, legal review and documentation will be part of staff's next steps with River City Bank if so authorized by the Board.

B. Evaluation Committee Selection

River City Bank's proposal was determined to be complete and of good quality and meets the basic needs set forth in the RFP; therefore, the County of Santa Cruz could recommend, contingent upon the approval of MBCP Policy and Operations Board of Directors, award of a contract for start-up/implementation capital, working capital and banking and deposit services, as outlined in the RFP, to River City Bank.

Fiscal Impact

Staff time and consultant/legal fees associated with negotiation of final credit terms and preparation of credit guarantee documentation and interagency agreements to support the guarantees.

Attachments: MBCP Credit and Banking Services RFP

COUNTY OF SANTA CRUZ

on behalf of



REQUEST FOR PROPOSALS #16P1-002

FOR

CREDIT AND BANKING SERVICES

**ISSUED ON:
DECEMBER 7, 2017**

**PROPOSALS DUE:
FEBRUARY 1, 2017
5:00 PM Pacific Standard Time (PST)**

**CONTACT: KEVIN BRATCHER
PURCHASING MANAGER
COUNTY OF SANTA CRUZ
Kevin.Bratcher@santacruzcounty.us**

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I. INTRODUCTION

A. INVITATION

The County of Santa Cruz, on behalf of Monterey Bay Community Power (“MBCP”) is requesting proposals from qualified contractors (“Contractor”) to provide funding for start-up costs and, when formed, operational banking services and additional credit services for MBCP.

MBCP is a regional project among local government agencies in Santa Cruz, Monterey and San Benito counties that aims to provide electricity to residents and businesses through the Community Choice Energy (CCE) model enabled by State of California (“State”) statute in 2002. It is anticipated that MBCP will be formed in early 2017 and will begin serving customers in the Spring of 2018.

The County is seeking proposals from qualified lenders and/or financial institutions to provide:

1. Funding for up to \$3.0 million in start-up costs;
2. Comprehensive banking services for MBCP’s bank accounts and related depository and cash management operations, when formed; and
3. Additional credit services as follows:
 - a. Line(s) of Credit (LOC) — between \$10-15 million with unused credits rate will be required to secure initial power contracts and support initial Agency operations; and
 - b. Medium-term fixed loans.

The products mentioned in 3.a and 3.b above will be considered optional until such time that MBCP becomes an official Agency and its credit needs are more defined. The Contractor should be prepared to provide initial proposals to include such services, but the awarding of such services is not guaranteed.

Contractors may propose only for start-up funding.

Contractors proposing for banking and credit services must propose on all services, including start-up funding and the LOC (3.a) as requested above.

B. BACKGROUND

Authorized by State law in 2002, CCE enables city and county governments to pool the electricity demand within their jurisdictions to directly procure or generate electrical power supplies on behalf of the residents and businesses in their communities. A main driver for interest in CCE programs in California is the opportunity to accelerate the shift to renewable and low greenhouse gas (GHG) emitting energy sources in support of climate action objectives.

Formed in 2013, the MBCP project is a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the counties of Santa Cruz, Monterey, San Benito and all 18 cities located within. The partnership also includes Monterey Bay Unified Air Pollution Control District, Salinas Valley Solid Waste Authority, and Monterey Regional Waste Management District.

Modeled on successful CCE programs in Marin, Sonoma, San Francisco and San Mateo counties, it is anticipated that MBCP will form as a new Joint Powers Agency (JPA) anticipated in January 2017, with membership anticipated to consist of 18 jurisdictions within the counties of Santa Cruz, Monterey and San Benito and the majority of the cities therein. Each of these jurisdictions has passed a Resolution of Intent to be followed with the passage of the JPA Agreement and CCE Ordinance by January 31, 2017.

When formed, MBCP will serve the electric needs of residential and business accounts through a community-controlled power supplier that offers electricity from a higher percentage of renewable energy sources at competitive rates. Although it is anticipated that the program will enroll customers in two phases, the first in April 2018 and the second in August 2018, it is anticipated that at full implementation, MBCP will yield annual revenues in excess of \$200 million. Please see **Attachment D** for an operating proforma which includes the accounts from the 18 jurisdictions indicated above.

MBCP will be governed by policy and administrative boards representing the interests of its member jurisdictions and an appointed MBCP Chief Executive Officer will administer the day-to-day affairs of MBCP.

The County of Santa Cruz has agreed to support the start-up and early operations of MBCP by providing staff to assist with program implementation which includes obtaining MBCP's initial credit and financial services. All volume and activity numbers are estimated based on anticipated program participation and previous CCE experience as MBCP ramps up operations. The projections are for the mid-term of three to five years.

Additional information, including a detailed technical feasibility analysis, is available on the MBCP website at <http://montereybaycca.org/home>.

C. SCOPE OF SERVICES AND REQUIREMENTS

The intent of this solicitation is to establish an agreement with a Contractor(s) to provide: 1) start-up capital, 2) credit and banking services, and 3) to implement business processes and practices that best serve the financial needs of MBCP.

1. FUNDING FOR START-UP COSTS

MBCP is seeking a financial institution or other qualified lender to provide a line of credit (LOC) or other short-term financing instrument for up to \$3.0 million to cover program start-up costs such as consultants fees, the cost of initial staffing and office space, energy services contracting, legal, marketing and other required elements of CCE program and agency start-up. It is anticipated that this LOC or loan will be needed by April 2017 and repaid via a new working capital loan (i.e., refinanced) or through initial revenues of the program. In any event, it is planned that the start-up loan will be repaid within 18-24 months of initial draw down. Provide terms, rates, underwriting requirements, guaranty and/or collateral requirements, and legal covenants required, if any. Also provide the same if no guaranty is required, which is preferable.

2. BANKING SERVICES

General Requirements

Banking pertains to day-to-day banking operations, excluding transactions of investment activities. Banking activities include deposits, disbursements, and related reconciliation. Responsive proposals will specifically address the following topics:

- Deposit process and related structures (e.g., sweep accounts, lockbox, targeted balance);
- Lockbox/secured account(s) for deposits held as collateral, that is a blocked control account, payments from the account are to be disbursed as instructed;
- Policies on receiving same-day credit for deposit;
- Disbursement process and warrant accounts;
- Daily cash reconciliation;
- Identification of transactions and fees (e.g., deposits, withdrawals, chargebacks);
- Reporting needs relating to Operational Banking; and
- The security measures for ACH initiation and reception (i.e., ACH blocks and filters).

Requirements include:

- a. The bank must be a Federal or State chartered commercial banking institution and a member of the Federal Reserve System or the Federal Deposit Insurance Corp;
- b. The bank must be a qualified depository for public funds pursuant to the applicable State codes. All balances must be fully collateralized through the pool collateral system required by the State;
- c. The bank will provide full account reconciliation, payee positive pay, electronic fraud protection, electronic deposits and disbursements, online wire entry, and online stop payment placement;
- d. The bank must provide cleared accounts payable/payroll check files that can be imported into an MS Excel file;
- e. The bank must provide online reporting that includes a detailed report of prior day transactions;
- f. Potential to provide blocked control account (BCA) and secure account/lockbox services;

- i. Although provision of BCA and multi-party lockbox services is not required, it is preferred. MBCP will provide monthly disbursement instructions to the bank, per a yet to be developed Security Agreement. The bank will act as the collateral agent on behalf of the secured power suppliers with a yet to be developed Intercreditor and Collateral Agency agreement. The secured account(s) or “lockbox” are for daily deposits from PG&E of cash collected from MBCP customers and monthly payment to the power suppliers under contract. MBCP will provide sample agreements used by other CCE programs, but these are for illustrative purposes only.
- g. The bank must provide the bank’s current level of public funds deposited and related collateral market value.
- h. MCBP prefers, if possible, to work with a local bank that has branches located in Santa Cruz, Monterey and/or San Benito counties; or if not, that has the ability to process transactions electronically. If the bank does not have a physical branch in close proximity, specify how services that might normally be handled in-branch would otherwise be accommodated; and
- i. The bank must have at least two governmental or non-profit agency clients that process \$10 million of deposits.

Deposit Services

Most, if not all, deposits will come through ACH deposits/wire transfer and EDI files from PG&E on a daily basis. It is not anticipated that there will be a large volume of check deposits. MBCP will have a qualified contractor manage billing administration and data exchange with PG&E. Customer payments will not be processed by MBCP. Deposits by PG&E and payments to power suppliers will be by wire transfer.

Required services include:

- a. The ability to accept remote deposits;
- b. Provision for online access for deposit reconciliation, including images of deposited items, corrections, and returned items; and
- c. Provision for online and e-mail notification of deposit issues within 24 hours.

Disbursement Services

MBCP will issue approximately 50-75 checks per month through the main operating account. Positive pay services and check reconciliation services will be used. Accounts Payable positive pay data will be transmitted to the bank weekly. Payroll positive pay may be transmitted biweekly.

It is yet to be determined how frequently Payroll will be processed; for response purposes, assume biweekly. Number of employees is unknown at this time; assume 15-25 employees receive primary direct deposit of their pay.

Required services include:

- a. Provision for payee positive pay services with online transmission of check details;
- b. Provision for payee positive pay exception item review and correction online;
- c. Provision for online stop payment services;
- d. Provision for an electronic file of paid/cleared images (front and back), in addition to any alternative electronic archival stem used by the bank;
- e. Provision for online access to cashed check images;
- f. Cash payroll checks at no charge to the employee;
- g. Specific payroll transmission deadlines; and
- h. Specific method allowing reversal of automatic direct deposit errors.

Electronic Transfer of Funds

It is not yet determined how MBCP will process checks but anticipate that MBCP will process approximately 50 ACH Credits and 50 ACH Debits each month. Most CCE programs use on-line bill payment with minimal need for paper checks. A bill payment system is used for payroll, vendor payments and occasional contract payments. A small number of wire transfers are also received or executed annually.

Required services include:

- a. Ability to accept and send ACH Transactions;
- b. Ability to accept ACH payments from third parties;
- c. Provision of ACH debit blocking services;
- d. Provision of a secure electronic method with dual authorization for wiring funds; and
- e. Ability to set up templates for repetitive wires.

Reporting

MBCP will require access to daily balances and transactions reporting information. MBCP will require access to prior day reporting, including ledger balance, available balance, and summary and detailed reports of credits and debits posted. Current day reporting requirements will include, but are not limited to, details of electronic debits and credits, wire transfer activity, controlled disbursements, and ACH activity.

Required services include:

- a. Provision of online balance reporting services;
- b. Allowing access to the bank's online reporting system to approximately six employees with different levels of authorization;
- c. Provision of account reconciliation services for disbursements (full, partial, or positive pay, depending on account);
- d. Provision of monthly activity statements and reports for all accounts by the 10th day of the following month;
- e. Provision of a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services; and
- f. Specific method of check image availability.

Bank Balances

Balances will be used to offset service fees and bank charges. MBCP shall not be required to maintain a minimum balance.

Required services include:

- a. Detailed account of all types of items and services that can be applied against account analysis;
- b. Total account will be interest bearing and must be 110 percent collateralized at all times pursuant to all applicable sections of the California Government Code; and
- c. Current and thorough disclosure of overnight sweep account options offered by the bank.

3. ADDITIONAL CREDIT SERVICES

Line(s) of Credit (LOC)

Once the new Agency has been formed and the program is nearing launch, MBCP will need an additional Line(s) of Credit for between \$10 - 15 million, with an unused credit rate, to secure power purchase agreements, support Agency operations, and provide collateral for power purchase agreements. Provide terms for LOC, rates, underwriting requirements, guaranty and/or collateral requirements, and legal covenants required, if any. Provide the same if partial or no guaranty is required.

See **Attachment D** for projected revenue, expense and cashflow, and the assumptions underlying those projections. The County can provide no assurance that the projections shown therein will be realized; however, these projections are based on current and best available information as well as the initial revenue performance of operational CCE programs.

Potential Term Loans

Term loans of up to five years may be needed once the program is operational and additional working capital/power supply contracts are needed. Provide terms, rates, underwriting requirements, guaranty and/or collateral requirements, and legal covenants required, if any. Also provide the same if no guaranty is required.

It is assumed that credit guarantees will not be needed to support lines of credit and/or term loans once MBCP is operational and revenue positive.

D. POINT OF CONTACT

The County of Santa Cruz (Contact) will be the party responsible for fulfillment of this procurement whose contact information is as follows:

Kevin Bratcher
Purchasing Manager
County of Santa Cruz
701 Ocean Street, Ste 330
Santa Cruz, CA 95060
E-mail: Kevin.Bratcher@santacruzcounty.us

All inquiries or requests regarding this procurement must be submitted to the Contact in writing. Contractors may contact ONLY the Contact regarding this RFP.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP provides the anticipated schedule for the procurement and describes the procurement events and the conditions governing the procurement. The Contact will make every effort to adhere to the anticipated schedule below.

A. TENTATIVE SEQUENCE OF EVENTS

	Action	Date
1.	Issuance of RFP	December 7, 2016
3.	Deadline To Submit Written Questions	December 21, 2016 @ 5:00 PM (PST)
4.	Response to Written Questions/RFP Addendum if applicable	January 6, 2017
5.	Deadline to Submit Proposals	February 1, 2017 @ 5:00 PM (PST)
6.	Proposal Evaluation	February 1 to February 15, 2017
8.	Presentations and Interviews of Finalist	Week of March 6, 2017
9.	Final Negotiations and/or Best and Final Offer	March/April 2017
11.	Award of Contract by Board of Directors	April 2017

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the County of Santa Cruz on behalf of MBCP.

2. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Contractors must submit written questions to this RFP to the Contact by December 21, 2016, 5:00 PM PST. Electronic mail (e-mail is preferred.

3. RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM POSTED

Answers to all questions received by the Deadline to Submit Questions and any changes to the RFP will be provided through addenda to the RFP. The Contact and MBCP reserve the right to post addenda until the Deadline to Submit Proposals.

4. SUBMISSION OF PROPOSAL

Proposals must be received by February 1, 2017, 5:00 PM PST. All received proposals will be date/time stamped.

All deliveries via express carrier must be addressed as follows:

Kevin Bratcher
Purchasing Manager
County of Santa Cruz
701 Ocean Street, Ste 330
Santa Cruz, CA 95060
E-mail: kevin.bratcher@santacruzcounty.us

Proposals must be sealed and the outside of the package must be clearly marked "RFP 16P1-002 CREDIT AND BANKING SERVICES".

5. PROPOSAL EVALUATION

An Evaluation Committee (Committee) will review and evaluate the proposals and make a recommendation for an award.

6. PRESENTATIONS (AT CONTACT OR MBCP'S OPTION)

At Contact or MBCP option, Contractors on the short list (Finalists) may be required to provide a presentation of their proposed solution. Presentations will be held at a date, time, and location to be determined.

7. SELECTION OF FINALIST FOR NEGOTIATIONS

One or more Contractors may be selected as Finalists and invited to move forward in the process.

8. FINAL NEGOTIATIONS

One or more Contractors may be selected to enter into final negotiations with the intent of award.

C. GENERAL

1. INCURRING COST

This RFP does not commit the County or MBCP to award, nor does it commit MBCP to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST MBCP OR THE COUNTY OF SANTA CRUZ

Neither your organization nor any of your representatives shall have any claims whatsoever against MBCP, the County of Santa Cruz, or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between MBCP and your organization.

3. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals and/or one hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. BASIS FOR PROPOSAL

Only information supplied by the County in writing by the Contact in connection with this RFP should be used as the basis for the preparation of Contractor's proposal.

5. FORM OF PROPOSALS

No oral, telephone, facsimile, or electronic proposals will be accepted.

6. AMENDED PROPOSAL

Contractors may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. The Contact will not merge, collate, or assemble proposal materials.

7. WITHDRAWAL OF PROPOSAL

Contractors may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Contractor must submit a written withdrawal request signed by the Contractor's duly authorized representative addressed to and submitted to the Contact.

8. LATE RESPONSES

To be considered, proposals must be received in person or via courier or mail to the place specified by February 1, 2017, 5:00 PM PST.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to the County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz, before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline for responding to the CPRA request, the County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify, and hold the County or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from denial by the County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information obtained from or on behalf of the County by the Contractor and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a Contractor to the County is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Contractors agree to provide the Contact with a valid e-mail address to receive this communication.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Contractor's possession and the version maintained by Contact, the version maintained by Contact shall govern.

14. COUNTY RIGHTS

The County, Contact, and its agent reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;

- c. Request that Contractors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Contractors;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Contractor without liability, and negotiate with other Contractor(s);
- k. Disqualify any Contractor on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject, or disqualify a proposal of any Contractor who is not a responsible Contractor or fails to submit a responsive offer as determined solely by the County or its representative; and/or
- m. Accept all or a portion of a Contractor's proposal.

15. PROTEST PROCEDURES

Contractor shall execute and submit Attachment B – Protest and Appeals Procedures.

III. EVALUATION

A. FACTORS

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact, County or MBCP, or as deemed appropriate by County or MBCP. Proposals shall provide clear, concise information and sufficient detail to enable the Committee to evaluate the responsiveness and quality of the proposals to all RFP requirements. The Committee will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact and/or Committee may waive minor irregularities in proposals if doing so would be in the best interest of the County or MBCP. The Committee may recommend discontinuing evaluation of any proposal that the Committee considers not in compliance with all of the RFP requirements.

The Committee will select the proposal that offers the greatest value to MBCP based on an analysis of the following criteria:

Evaluation Criteria	Points
1. Understanding of the scope of work required by MBCP	25
- Quality, clarity, and responsiveness of the proposal	
- Proposed approach in providing services	
2. Contractor's capabilities	25
- Ability to provide evolving technologies, products, and services	
- Reliability and quality of customer service	
- Financial strength and capitalization	
- Commitment to the government market	
3. Management, personnel, and experience	25
- Demonstrated competence and professional qualifications necessary for successfully performing the work required by MBCP	
- Recent experience in successfully performing similar services	
- Background and related experience of the specific individuals to be assigned to this account	
- Information provided by Contractor's References	
4. Cost	25
- Cost of proposed services	
- Terms to extend funding for start-up costs and additional credit services	
Total	100

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors as determined to be in the best interest of MBCP. The County or MBCP will not be bound to award the contract based solely on the lowest bid submitted.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Contractor, the County or MBCP reserves the right to further negotiate the proposed work and/or method and amount of compensation.

IV. RESPONSE FORMAT AND ORGANIZATION

This section contains relevant information Contractors should use to prepare their proposals.

A. NUMBER OF RESPONSES

Contractor must submit only one (1) written proposal, but may include more than one (1) option or alternative offer of service in the proposal.

B. ORIGINAL AND COPIES

1. Contractor shall submit one (1) original and eight (8) identical copies of the proposal to the location specified by the Deadline to Submit Proposals.

The original binder/submittal must be marked "ORIGINAL" and contain original signatures on the necessary forms. The remaining sets should be copies of the original.

2. Contractor shall submit an "ORIGINAL" Proposal Cost Response Form in a separate sealed envelope and eight (8) identical copies. The original shall be marked "ORIGINAL" and signed in blue ink. The envelope shall be marked "Proposal Cost Response Form".
3. Contractor shall provide one (1) electronic copy of the proposal on a CD or USB flash drive, readable by Microsoft Office software. **The USB flash drive shall be included in the ORIGINAL binder.**

V. REQUIREMENTS AND CONTRACTOR SUBMITTALS

A. Contractor's response must include a letter of transmittal that should:

1. Identify the submitting organization, including company name, business address, headquarters location, and all offices relevant to the proposed solution and services;
2. Identify all subcontractors that will be used in the performance of the contract. Include company name, business address, headquarters location, and all offices relevant to the proposed solution and services. Explain which services the subcontractor will provide in relation to the proposed solution. If no subcontractor will be used, state "No subcontractor will be utilized in the performance of the agreement";
3. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
4. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
5. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
6. Be signed by the person authorized to contractually obligate the organization;
7. Acknowledge receipt of any and all addenda to this RFP; and
8. Identify all sections of the proposal that the Contractor claims contain "proprietary" or "confidential" information.

B. FUNDING FOR START-UP COSTS

Contractor shall provide a separate term sheet for credit services requested under Section C.1 Funding for Start-up Costs.

C. BANKING SERVICES

This section contains requirements and relevant information Contractors should use to prepare their banking services proposals. Contractors should thoroughly respond to each requirement.

1. EXECUTIVE SUMMARY

Include a one- or two-page executive summary that provides the Evaluation Committee with an overview of the significant business features of the proposal.

2. CORPORATE EXPERIENCE, STABILITY/STRENGTH, AND REPUTATION

Contractor shall provide the following:

a. Corporate information:

- i. The jurisdiction in which the Contractor is organized and the date of such organization;
 - ii. Length of time Contractor has been providing credit and/or operational banking services; and
 - iii. A description of the Contractor's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Committee in formulating an opinion about the stability and strength of the organization.
- b. Detailed information on the creditworthiness of the organization as well as independent ratings by recognized services, if available.
- c. Specifics on the number of staff and the depth of their experience with providing support. Identify the location and availability of the staff.
- d. A complete disclosure if Contractor, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its/their performance on a contract during the past five (5) years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.

- e. A list of any lawsuits filed against the Contractor, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five (5) years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.
- f. Copies of the independently audited financial statements for the most recent year, and for the preceding two (2) years. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements.
- g. If independently audited financial statements do not exist for the Contractor, the Contractor shall state the reason and, instead, submit sufficient detailed information (such as internally prepared financial statements and a Dun and Bradstreet report) to enable the Committee to determine the financial stability of the Contractor.
- h. Three (3) different external references from clients, for which the Contractor has provided general or operational banking services within the last three (3) years and who are willing to validate the Contractor's past performance on projects of similar size and scope. Include public organization references, if any. Provide for each client reference, at minimum, the following:
 - i. Name and address of the entity;
 - ii. Name, title, telephone number and e-mail address of the contact person; and
 - iii. Brief description of the services provided.
- i. Contractor shall provide a certificate(s) of insurance or a copy of insurance declaration page(s) with the proposal as written evidence of Contractor's ability to meet the insurance certificate and other applicable MBCP insurance requirements in accordance with the provisions listed in RFP **Attachment C**. In addition, Contractor should provide a letter from an insurance agent or other appropriate insuring authority documenting its willingness and ability to endorse Contractor's insurance policies making MBCP an additional insured.

Contractor shall provide this information with the proposal and not defer submission at a later date. Contact may request and Contractor shall supply additional information as requested in a timely manner.

3. CONTRACTOR REQUIREMENTS RESPONSE (SECTION I. C.)

Contractor's responses to the items in Section I. C. SCOPE OF SERVICES AND REQUIREMENTS must clearly demonstrate that Contractor meets the qualifying requirements to be considered for Award. Contractor shall submit a narrative to fully address all of the requirements as listed in Section I. C. OF SERVICES AND REQUIREMENTS. Contractor shall also submit supporting documents to validate that it meets the requirements, if applicable.

4. COST PROPOSAL

Contractor shall provide all the information requested in Proposal Cost Response Form (**Attachment A**) and shall complete the Excel spreadsheet titled –MBCP Operational Banking RFP Pricing Schedule. Contractor shall submit the Proposal Cost Response Form and the Excel spreadsheet titled –MBCP Operational Banking RFP Pricing Schedule in a sealed envelope with the proposal (see Section IV, RESPONSE FORMAT AND ORGANIZATION). In addition, Contractor shall submit a copy of the MS Excel file in electronic format per above Section IV.

The following are the requirements when providing the cost information in **Attachment A**:

The Pricing must include a Unit Price for each required service and must extend the Unit Price based on MBCP's estimated monthly volume for each required service to obtain a monthly total cost for each service and provide a monthly grand total. The total shown on the proposal must be before any compensating balance and collected balances earnings offset.

All costs associated with conversion must be built in to the Unit Prices. MBCP does not want to pay any cost associated with conversion other than through the Unit Prices.

Bank fees must be guaranteed for a minimum of five (5) years.

D. ADDITIONAL SERVICES

Contractor shall provide a separate term sheet for credit services requested under Section I. C. 3. ADDITIONAL CREDIT SERVICES.

COUNTY OF SANTA CRUZ
RFP #16P1-002 Credit and Banking Services
Monterey Bay Community Power

ATTACHMENT A

BALANCE COMPENSATION INFORMATION
Deposit Insurance-Bank Assessment

SERVICE DESCRIPTION

GENERAL ACCOUNT SERVICES

Account Maintenance	\$	_____
ZBA-Depository + Master Maintenance	\$	_____
ZBA Subsidiary Account Maintenance	\$	_____
Debits Posted-Other	\$	_____
Credits Posted-Other	\$	_____
GCS Transaction History	\$	_____
Photocopies	\$	_____

DEPOSITORY SERVICES

Checks Deposits Un-Encoded Items	\$	_____
Returns-Chargebacks	\$	_____
Returns-Re-clear	\$	_____
Deposit Correction-Cash	\$	_____
Deposit Correction-Non-Cash	\$	_____

PAPER DISBURSEMENT SERVICES

General Checks Paid Truncated	\$	_____
Positive Pay Exception	\$	_____
Supplies-Checks	\$	_____
Stop Pay Automated<=12 Months	\$	_____
Stop Pay Automated>=12 Months	\$	_____
Image Retrieval CPO	\$	_____
Image Maintenance CPO	\$	_____
CPO ARP Positive Pay Notifications	\$	_____
ARP PPAY Input File-Trans	\$	_____

COUNTY OF SANTA CRUZ
RFP #16P1-002 Credit and Banking Services
Monterey Bay Community Power

ATTACHMENT A

BALANCE COMPENSATION INFORMATION
Deposit Insurance-Bank Assessment

SERVICE DESCRIPTION

GENERAL ACH SERVICES

ACH Monthly Maintenance	\$	_____
ACH Consumer On Us Credits	\$	_____
ACH Consumer Off Us Credits	\$	_____
ACH Debit Received Item	\$	_____
ACH Credit Received Item	\$	_____
ACH Return Item	\$	_____
ACH Input-File	\$	_____
ACH Optional Reports-Fax	\$	_____
ACH Standard Report-Fax	\$	_____

WIRE & OTHER FUNDS TRANSFER SERVICES

CPO GP Monthly Maintenance Basic	\$	_____
Elec Wire Out-Domestic	\$	_____
Incoming Domestic Wire	\$	_____
Book Credit	\$	_____
CPO GP Customer Maintenance Temp Storage	\$	_____

INFORMATION SERVICES

CPO Prem PDR Account	\$	_____
CPO Prem CDR Account	\$	_____
CPO Prem PDR Item Stored	\$	_____
CPO Prem CDR Item	\$	_____
CPO Online Subscription	\$	_____
CPO Prem IR Maintenance	\$	_____

REMOTE DEPOSIT CAPTURE SERVICES	\$	_____
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PROTESTS AND APPEALS PROCEDURES

1. **Protests and Appeals of Procurement Awards**

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, may protest to the General Services Department Director (GSD Director). The protest shall be submitted in writing to the GSD Director (Purchasing Agent) within five (5) business days after notification of the recommendation of award.

2. **Protests to the GSD Director**

- a. The GSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
 1. State the reason for the action taken;
 2. Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by the General Services Director. If the award is not subject to approval by the Board of Supervisors (Board), the GSD Director shall make the final decision on the merits of the protest.
- b. The GSD Director shall discuss with County Counsel all protests prior to issuing a written decision.

3. **Appeals to the Board of Supervisors**

If so requested, as set forth in Section 2(b) above, and if the award is subject to approval by the Board, the decision of the GSD Director may be appealed to the Board. If the award is not subject to approval by the Board, the GSD Director shall make the final decision on the merits of the protest per Section 2.

4. **Appeal Time Limits**

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.

5. **Initiation of Appeals**

- a. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:
 1. A determination or interpretation is not in accord with the purpose of these procedures or
 2. County Code;
 3. There was an error or abuse of discretion;
 4. The record includes inaccurate information; or
 5. A decision is not supported by the record.

- b. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the GSD Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Appeal Procedure

- a. Appeal Hearing Date. An appeal shall be scheduled for a hearing before the Board within thirty (30) days of the County's receipt of an appeal unless the protestor and County consent to a later date.
- b. Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the protestor within ten (10) days of the scheduled hearing date.
- c. Hearing. At the hearing, the Board shall review the record of the decision and hear oral explanations from the protestor and any other interested party.
- d. Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of a County Board decision. Such notice shall be mailed to the protestor within five (5) business days after the date of the decision and to any other party requesting such notice.
- e. A decision by the Board regarding an appeal shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

Signature

Print Name

Date

INDEMNIFICATION AND INSURANCE

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
2. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
 - a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Contractor has no employees and certifies to that fact.
 - b. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Contractor does not drive a vehicle in conjunction with any part of the performance of Contract and Contractor and County both certify to that fact.

- c. Contractor Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - d. Professional Liability Insurance in the minimum amount, to be determined by Contractor and County as applicable, combined single limit.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
 - b. If any insurance coverage required in Contract is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Contract (hereinafter "post Contract coverage") and any extensions thereof. Contractor may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
 - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
 - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the contracting department. Should Contractor fail to obtain such an endorsement to any policy required hereunder, Contractor shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Contract
 - e. Contractor agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the contracting department.
 - f. Contractor hereby grants to County a waiver of any right of subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- Customers enrolled in two phases: April 2018 and October 2018.
- 18 of 21 municipalities participate with a 10% customer opt out rate.
- MBCP rates set at 3% below PG&E generation rate, net of exit fees.
- Targeted annual contribution to reserves at 4% of revenue.
- Financing: \$3 million startup loan in April 2017; \$10 million line of credit in January 2018; Interest only with balloon principal payment after 12 months.
- Renewable energy content increases from 60% to 80%; 75% PCC1 and 25% PCC2.
- Remaining energy includes GHG free sources to achieve 35% reduction relative to PG&E portfolio.

COUNTY OF SANTA CRUZ
RFP #16P1-002 Credit and Banking Services
Monterey Bay Community Power
Operating Proforma

ATTACHMENT D

MONTEREY BAY CCE TEN YEAR BUDGET PROJECTIONS - ANNUAL SUMMARY

	CY2017	CY2018	CY2019	CY2020	CY2021	CY2022	CY2023	CY2024	CY2025	CY2026
REVENUES AND OTHER SOURCES										
Revenue - Electricity	-	115,953,365	230,971,823	237,929,849	245,097,486	252,481,048	260,087,039	267,922,161	275,993,316	284,307,615
Revenue - Electricity, Dark Green Premium	-	160,721	345,343	347,070	348,805	350,549	352,302	354,064	355,834	357,613
Total Sources	-	116,114,086	231,317,166	238,276,919	245,446,291	252,831,597	260,439,341	268,276,225	276,349,150	284,665,228
EXPENDITURES AND OTHER USES										
Cost of energy	-	88,873,825	195,263,743	202,950,295	209,333,437	217,892,065	224,790,025	234,021,362	241,475,579	251,432,524
Outreach and Communications	213,210	1,295,359	1,678,429	1,728,782	1,780,645	1,834,064	1,889,086	1,945,759	2,004,132	2,064,256
Internal Staffing	546,930	1,704,866	3,409,308	3,511,587	3,616,935	3,725,443	3,837,206	3,952,323	4,070,892	4,193,019
Technical Consultants	370,800	604,713	655,636	675,305	695,564	716,431	737,924	760,062	782,864	806,350
Legal and Regulatory	92,700	318,270	393,382	405,183	417,339	429,859	442,755	456,037	469,718	483,810
Pre-Launch Org and Tech	325,000	-	-	-	-	-	-	-	-	-
Customer Noticing	-	711,738	407,016	421,323	436,132	451,462	467,331	483,758	500,762	518,364
Energy Programs	-	1,012,099	1,389,949	1,431,647	1,474,597	1,518,835	1,564,400	1,611,332	1,659,671	1,709,462
Data Manager	-	1,222,460	3,426,793	3,443,927	3,461,146	3,478,452	3,495,844	3,513,324	3,530,890	3,548,545
PG&E service fees	-	520,875	1,475,678	1,527,548	1,581,241	1,636,822	1,694,356	1,753,913	1,815,563	1,879,380
Miscellaneous A&G	148,320	891,156	1,153,920	1,188,537	1,224,193	1,260,919	1,298,747	1,337,709	1,377,840	1,419,176
Total expenditures	1,696,960	97,155,361	209,253,853	217,284,135	224,021,230	232,944,353	240,217,675	249,835,577	257,687,913	268,054,884
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
DEBT SERVICE										
Principal	-	3,000,000	10,000,000	-	-	-	-	-	-	-
Interest	67,500	322,500	-	-	-	-	-	-	-	-
Total debt service	67,500	3,322,500	10,000,000	-	-	-	-	-	-	-
Total expenditures	1,764,460	100,477,861	219,253,853	217,284,135	224,021,230	232,944,353	240,217,675	249,835,577	257,687,913	268,054,884
OTHER USES										
Rate Stabilization Reserve	-	4,644,563	9,252,687	9,531,077	9,817,852	10,113,264	10,417,574	10,731,049	11,053,966	11,386,609
Uncollectible accounts	-	579,767	1,154,859	1,189,649	1,225,487	1,262,405	1,300,435	1,339,611	1,379,967	1,421,538
Security Deposits	123,000	-	-	-	-	-	-	-	-	-
Total other uses	123,000	5,224,330	10,407,546	10,720,726	11,043,339	11,375,669	11,718,009	12,070,660	12,433,933	12,808,147
Total Expenditures and other uses	1,887,460	105,702,191	229,661,399	228,004,861	235,064,569	244,320,022	251,935,683	261,906,237	270,121,845	280,863,031
Surplus (Deficit)	(1,887,460)	10,411,895	1,655,767	10,272,058	10,381,722	8,511,575	8,503,658	6,369,987	6,227,305	3,802,197
EBITDA	(1,696,960)	18,378,958	20,908,454	19,803,135	20,199,574	18,624,839	18,921,231	17,101,036	17,281,271	15,188,806
DSCR	(25.14)	5.53	2.09	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Gross Margin %	0%	23%	15%	15%	15%	14%	14%	13%	13%	12%
Sales (MWh)	-	1,607,209	3,453,432	3,470,699	3,488,053	3,505,493	3,523,020	3,540,636	3,558,339	3,576,130
Average PCE Rate (\$/MWh)	-	72	67	69	70	72	74	76	78	80
Average Power Cost (\$/MWh)	-	55	57	58	60	62	64	66	68	70
Average Total Cost (\$/MWh)	-	66	67	66	67	70	72	74	76	79
Addition to Reserves (% of Revenue)	0%	13%	5%	8%	8%	7%	7%	6%	6%	5%

ATTACHMENT D

[illegible]

COUNTY OF SANTA CRUZ
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ATTACHMENT D

1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018	12/31/2018
-	-	-	5,189,833	13,733,273	13,663,177	14,560,189	14,538,523	14,212,889	13,576,769	12,031,009	14,447,704
-	-	-	9,828	16,570	16,496	17,553	17,523	17,132	16,381	22,593	26,645
-	-	-	5,199,660	13,749,843	13,679,673	14,577,742	14,556,046	14,230,021	13,593,149	12,053,602	14,474,349
-	-	-	5,049,913	8,505,188	8,508,015	10,159,905	10,182,809	9,973,386	9,122,308	12,561,252	14,811,049
24,401	24,401	24,401	135,795	135,795	135,795	135,795	135,795	135,795	135,795	135,795	135,795
62,593	62,593	62,593	137,917	137,917	137,917	137,917	137,917	137,917	137,917	275,834	275,834
42,436	42,436	42,436	53,045	53,045	53,045	53,045	53,045	53,045	53,045	53,045	53,045
10,609	10,609	10,609	31,827	31,827	31,827	31,827	31,827	31,827	31,827	31,827	31,827
-	-	-	-	-	-	-	-	-	-	-	-
71,346	71,346	-	82,123	82,123	10,777	10,777	82,123	82,123	10,777	104,112	104,112
-	-	-	112,455	112,455	112,455	112,455	112,455	112,455	112,455	112,455	112,455
-	-	-	93,453	93,453	93,453	93,453	93,453	93,453	93,453	284,145	284,145
-	-	-	43,961	39,071	39,071	39,071	39,071	39,071	39,071	123,687	118,797
16,974	16,974	16,974	93,359	93,359	93,359	93,359	93,359	93,359	93,359	93,359	93,359
228,359	228,359	157,013	5,833,849	9,284,234	9,215,714	10,867,604	10,961,855	10,752,432	9,830,007	13,775,513	16,020,420
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	3,000,000	-	-	-	-	-	-	-	-
32,500	32,500	32,500	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
32,500	32,500	32,500	3,025,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
260,859	260,859	189,513	8,858,849	9,309,234	9,240,714	10,892,604	10,986,855	10,777,432	9,855,007	13,800,513	16,045,420
-	-	-	207,986	549,994	547,187	583,110	582,242	569,201	543,726	482,144	578,974
-	-	-	25,949	68,666	68,316	72,801	72,693	71,064	67,884	60,155	72,239
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	233,936	618,660	615,503	655,911	654,934	640,265	611,610	542,299	651,212
260,859	260,859	189,513	9,092,785	9,927,894	9,856,217	11,548,515	11,641,789	11,417,697	10,466,617	14,342,812	16,696,632
(260,859)	(260,859)	(189,513)	(3,893,124)	3,821,949	3,823,456	3,029,227	2,914,256	2,812,324	3,126,532	(2,289,210)	(2,222,284)
(228,359)	(228,359)	(157,013)	(660,138)	4,396,943	4,395,643	3,637,336	3,521,498	3,406,525	3,695,258	(1,782,066)	(1,618,310)
(7.03)	(7.03)	(4.83)	(0.22)	175.88	175.83	145.49	140.86	136.26	147.81	(71.28)	(64.73)
-25.1	-19.3	-16.3	-14.0	-0.9	0.5	2.1	3.2	4.3	5.4	6.5	6.0
1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018	12/31/2018
-	-	-	98,278	165,701	164,957	175,531	175,232	171,317	163,807	225,934	266,452
-	-	-	53	83	83	83	83	83	83	53	54
-	-	-	51	51	52	58	58	58	56	56	56

COUNTY OF SANTA CRUZ
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1/31/2019	2/28/2019	3/31/2019	4/30/2019	5/31/2019	6/30/2019	7/31/2019	8/31/2019	9/30/2019	10/31/2019	11/30/2019	12/31/2019
15,865,988	15,084,602	14,409,317	15,232,099	23,052,595	23,306,146	24,643,057	24,589,946	23,482,082	21,684,564	14,738,486	14,882,941
28,752	27,296	26,533	28,453	29,612	29,964	31,598	31,536	30,086	27,798	26,937	26,778
15,894,739	15,111,898	14,435,850	15,260,553	23,082,207	23,336,109	24,674,656	24,621,482	23,512,168	21,712,362	14,765,423	14,909,719
16,321,132	15,610,298	15,093,845	14,966,404	15,559,355	15,821,491	18,736,095	18,773,557	17,943,550	15,855,457	15,338,123	15,244,436
139,869	139,869	139,869	139,869	139,869	139,869	139,869	139,869	139,869	139,869	139,869	139,869
284,109	284,109	284,109	284,109	284,109	284,109	284,109	284,109	284,109	284,109	284,109	284,109
54,636	54,636	54,636	54,636	54,636	54,636	54,636	54,636	54,636	54,636	54,636	54,636
32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782
-	-	-	-	-	-	-	-	-	-	-	-
33,918	33,918	33,918	33,918	33,918	33,918	33,918	33,918	33,918	33,918	33,918	33,918
115,829	115,829	115,829	115,829	115,829	115,829	115,829	115,829	115,829	115,829	115,829	115,829
285,566	285,566	285,566	285,566	285,566	285,566	285,566	285,566	285,566	285,566	285,566	285,566
122,973	122,973	122,973	122,973	122,973	122,973	122,973	122,973	122,973	122,973	122,973	122,973
96,160	96,160	96,160	96,160	96,160	96,160	96,160	96,160	96,160	96,160	96,160	96,160
17,486,974	16,776,141	16,259,688	16,132,246	16,725,197	16,987,334	19,901,938	19,939,400	19,109,392	17,021,299	16,503,965	16,410,278
-	-	-	-	-	-	-	-	-	-	-	-
10,000,000	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
10,000,000	-	-	-	-	-	-	-	-	-	-	-
27,486,974	16,776,141	16,259,688	16,132,246	16,725,197	16,987,334	19,901,938	19,939,400	19,109,392	17,021,299	16,503,965	16,410,278
635,790	604,476	577,434	610,422	923,288	933,444	986,986	984,859	940,487	868,494	590,617	596,389
79,330	75,423	72,047	76,160	115,263	116,531	123,215	122,950	117,410	108,423	73,692	74,415
-	-	-	-	-	-	-	-	-	-	-	-
715,120	679,899	649,481	686,583	1,038,551	1,049,975	1,110,202	1,107,809	1,057,897	976,917	664,309	670,803
28,202,094	17,456,040	16,909,169	16,818,829	17,763,748	18,037,309	21,012,139	21,047,209	20,167,289	17,998,217	17,168,274	17,081,082
(12,307,355)	(2,344,142)	(2,473,319)	(1,558,277)	5,318,459	5,298,801	3,662,516	3,574,273	3,344,878	3,714,146	(2,402,851)	(2,171,363)
(1,671,565)	(1,739,666)	(1,895,885)	(947,854)	6,241,747	6,232,245	4,649,503	4,559,132	4,285,365	4,582,640	(1,812,234)	(1,574,974)
(0.17)	-	-	-	-	-	-	-	-	-	-	-
5.5	1.3	1.2	1.0	1.3	1.5	1.7	1.8	1.9	2.0	2.1	2.1
1/31/2019	2/28/2019	3/31/2019	4/30/2019	5/31/2019	6/30/2019	7/31/2019	8/31/2019	9/30/2019	10/31/2019	11/30/2019	12/31/2019
287,516	272,956	265,332	284,532	296,121	299,638	315,983	315,358	300,861	277,983	269,368	267,784
55	55	54	54	78	78	78	78	78	78	55	56
57	57	57	53	53	53	59	60	60	57	57	57

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ATTACHMENT D

1/31/2020	2/29/2020	3/31/2020	4/30/2020	5/31/2020	6/30/2020	7/31/2020	8/31/2020	9/30/2020	10/31/2020	11/30/2020	12/31/2020
16,343,951	15,539,026	14,843,397	15,690,966	23,747,055	24,008,243	25,385,429	25,330,718	24,189,479	22,337,812	15,182,483	15,331,289
28,895	27,432	26,666	28,596	29,760	30,114	31,756	31,693	30,236	27,937	27,072	26,912
16,372,846	15,566,458	14,870,063	15,719,562	23,776,815	24,038,357	25,417,186	25,362,411	24,219,716	22,365,749	15,209,555	15,358,202
16,963,227	16,224,117	15,687,675	15,560,390	16,176,877	16,449,101	19,469,876	19,508,624	18,645,988	16,478,941	15,941,383	15,844,096
144,065	144,065	144,065	144,065	144,065	144,065	144,065	144,065	144,065	144,065	144,065	144,065
292,632	292,632	292,632	292,632	292,632	292,632	292,632	292,632	292,632	292,632	292,632	292,632
56,275	56,275	56,275	56,275	56,275	56,275	56,275	56,275	56,275	56,275	56,275	56,275
33,765	33,765	33,765	33,765	33,765	33,765	33,765	33,765	33,765	33,765	33,765	33,765
-	-	-	-	-	-	-	-	-	-	-	-
35,110	35,110	35,110	35,110	35,110	35,110	35,110	35,110	35,110	35,110	35,110	35,110
119,304	119,304	119,304	119,304	119,304	119,304	119,304	119,304	119,304	119,304	119,304	119,304
286,994	286,994	286,994	286,994	286,994	286,994	286,994	286,994	286,994	286,994	286,994	286,994
127,296	127,296	127,296	127,296	127,296	127,296	127,296	127,296	127,296	127,296	127,296	127,296
99,045	99,045	99,045	99,045	99,045	99,045	99,045	99,045	99,045	99,045	99,045	99,045
18,157,714	17,418,604	16,882,162	16,754,876	17,371,364	17,643,587	20,664,363	20,703,111	19,840,475	17,673,427	17,135,870	17,038,582
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
18,157,714	17,418,604	16,882,162	16,754,876	17,371,364	17,643,587	20,664,363	20,703,111	19,840,475	17,673,427	17,135,870	17,038,582
654,914	622,658	594,803	628,782	951,073	961,534	1,016,687	1,014,496	968,789	894,630	608,382	614,328
81,720	77,695	74,217	78,455	118,735	120,041	126,927	126,654	120,947	111,689	75,912	76,656
-	-	-	-	-	-	-	-	-	-	-	-
736,634	700,353	669,020	707,237	1,069,808	1,081,575	1,143,615	1,141,150	1,089,736	1,006,319	684,295	690,985
18,894,347	18,118,958	17,551,181	17,462,114	18,441,172	18,725,163	21,807,978	21,844,261	20,930,211	18,679,746	17,820,164	17,729,567
(2,521,501)	(2,552,500)	(2,681,118)	(1,742,552)	5,335,643	5,313,194	3,609,208	3,518,151	3,289,505	3,686,003	(2,610,610)	(2,371,365)
(1,866,587)	(1,929,841)	(2,086,316)	(1,113,769)	6,286,716	6,274,728	4,625,895	4,532,647	4,258,294	4,580,632	(2,002,228)	(1,757,037)
-	-	-	-	-	-	-	-	-	-	-	-
2.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2020	2/29/2020	3/31/2020	4/30/2020	5/31/2020	6/30/2020	7/31/2020	8/31/2020	9/30/2020	10/31/2020	11/30/2020	12/31/2020
288,954	274,321	266,658	285,955	297,602	301,136	317,563	316,935	302,365	279,373	270,715	269,123
57	57	56	55	80	80	80	80	80	80	56	57
59	59	59	54	54	55	61	62	62	59	59	59

COUNTY OF SANTA CRUZ
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ATTACHMENT D

1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021
16,836,312	16,007,139	15,290,555	16,163,657	24,462,435	24,731,492	26,150,165	26,093,806	24,918,188	23,010,738	15,639,855	15,793,144
29,040	27,569	26,799	28,738	29,909	30,264	31,915	31,852	30,388	28,077	27,207	27,047
16,865,352	16,034,708	15,317,354	16,192,395	24,492,344	24,761,756	26,182,081	26,125,658	24,948,575	23,038,815	15,667,062	15,820,191
17,499,924	16,734,236	16,183,128	16,044,663	16,680,788	16,959,397	20,086,458	20,124,373	19,233,601	16,998,234	16,444,449	16,344,186
148,387	148,387	148,387	148,387	148,387	148,387	148,387	148,387	148,387	148,387	148,387	148,387
301,411	301,411	301,411	301,411	301,411	301,411	301,411	301,411	301,411	301,411	301,411	301,411
57,964	57,964	57,964	57,964	57,964	57,964	57,964	57,964	57,964	57,964	57,964	57,964
34,778	34,778	34,778	34,778	34,778	34,778	34,778	34,778	34,778	34,778	34,778	34,778
-	-	-	-	-	-	-	-	-	-	-	-
36,344	36,344	36,344	36,344	36,344	36,344	36,344	36,344	36,344	36,344	36,344	36,344
122,883	122,883	122,883	122,883	122,883	122,883	122,883	122,883	122,883	122,883	122,883	122,883
288,429	288,429	288,429	288,429	288,429	288,429	288,429	288,429	288,429	288,429	288,429	288,429
131,770	131,770	131,770	131,770	131,770	131,770	131,770	131,770	131,770	131,770	131,770	131,770
102,016	102,016	102,016	102,016	102,016	102,016	102,016	102,016	102,016	102,016	102,016	102,016
18,723,907	17,958,218	17,407,111	17,268,646	17,904,771	18,183,379	21,310,441	21,348,356	20,457,584	18,222,216	17,668,432	17,568,168
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
18,723,907	17,958,218	17,407,111	17,268,646	17,904,771	18,183,379	21,310,441	21,348,356	20,457,584	18,222,216	17,668,432	17,568,168
674,614	641,388	612,694	647,696	979,694	990,470	1,047,283	1,045,026	997,943	921,553	626,682	632,808
84,182	80,036	76,453	80,818	122,312	123,657	130,751	130,469	124,591	115,054	78,199	78,966
-	-	-	-	-	-	-	-	-	-	-	-
758,796	721,424	689,147	728,514	1,102,006	1,114,128	1,178,034	1,175,495	1,122,534	1,036,606	704,882	711,773
19,482,703	18,679,642	18,096,258	17,997,160	19,006,777	19,297,507	22,488,475	22,523,851	21,580,118	19,258,823	18,373,314	18,279,942
(2,617,351)	(2,644,934)	(2,778,904)	(1,804,765)	5,485,567	5,464,249	3,693,605	3,601,807	3,368,457	3,779,993	(2,706,251)	(2,459,750)
(1,942,737)	(2,003,546)	(2,166,210)	(1,157,069)	6,465,260	6,454,719	4,740,889	4,646,833	4,366,400	4,701,545	(2,079,569)	(1,826,943)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021
290,398	275,692	267,992	287,385	299,090	302,642	319,151	318,519	303,877	280,770	272,069	270,469
58	58	57	56	82	82	82	82	82	82	57	58
60	61	60	56	56	56	63	63	63	61	60	60

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1/31/2022	2/28/2022	3/31/2022	4/30/2022	5/31/2022	6/30/2022	7/31/2022	8/31/2022	9/30/2022	10/31/2022	11/30/2022	12/31/2022
17,343,506	16,489,354	15,751,183	16,650,587	25,199,366	25,476,528	26,937,939	26,879,882	25,668,848	23,703,937	16,111,006	16,268,913
29,185	27,707	26,933	28,882	30,059	30,415	32,075	32,011	30,540	28,217	27,343	27,182
17,372,691	16,517,061	15,778,116	16,679,469	25,229,424	25,506,943	26,970,014	26,911,893	25,699,388	23,732,154	16,138,349	16,296,095
18,217,942	17,416,495	16,845,912	16,706,709	17,369,713	17,656,905	20,903,242	20,939,929	20,011,837	17,692,836	17,117,392	17,013,153
152,839	152,839	152,839	152,839	152,839	152,839	152,839	152,839	152,839	152,839	152,839	152,839
310,454	310,454	310,454	310,454	310,454	310,454	310,454	310,454	310,454	310,454	310,454	310,454
59,703	59,703	59,703	59,703	59,703	59,703	59,703	59,703	59,703	59,703	59,703	59,703
35,822	35,822	35,822	35,822	35,822	35,822	35,822	35,822	35,822	35,822	35,822	35,822
-	-	-	-	-	-	-	-	-	-	-	-
37,622	37,622	37,622	37,622	37,622	37,622	37,622	37,622	37,622	37,622	37,622	37,622
126,570	126,570	126,570	126,570	126,570	126,570	126,570	126,570	126,570	126,570	126,570	126,570
289,871	289,871	289,871	289,871	289,871	289,871	289,871	289,871	289,871	289,871	289,871	289,871
136,402	136,402	136,402	136,402	136,402	136,402	136,402	136,402	136,402	136,402	136,402	136,402
105,077	105,077	105,077	105,077	105,077	105,077	105,077	105,077	105,077	105,077	105,077	105,077
19,472,299	18,670,852	18,100,269	17,961,067	18,624,070	18,911,262	22,157,599	22,194,286	21,266,194	18,947,194	18,371,749	18,267,511
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
19,472,299	18,670,852	18,100,269	17,961,067	18,624,070	18,911,262	22,157,599	22,194,286	21,266,194	18,947,194	18,371,749	18,267,511
694,908	660,682	631,125	667,179	1,009,177	1,020,278	1,078,801	1,076,476	1,027,976	949,286	645,534	651,844
86,718	82,447	78,756	83,253	125,997	127,383	134,690	134,399	128,344	118,520	80,555	81,345
-	-	-	-	-	-	-	-	-	-	-	-
781,625	743,129	709,881	750,432	1,135,174	1,147,660	1,213,490	1,210,875	1,156,320	1,067,806	726,089	733,188
20,253,924	19,413,981	18,810,150	18,711,498	19,759,244	20,058,923	23,371,089	23,405,162	22,422,514	20,015,000	19,097,838	19,000,699
(2,881,233)	(2,896,920)	(3,032,034)	(2,032,029)	5,470,180	5,448,021	3,598,925	3,506,731	3,276,873	3,717,155	(2,959,489)	(2,704,604)
(2,186,326)	(2,236,238)	(2,400,909)	(1,364,851)	6,479,357	6,468,299	4,677,725	4,583,207	4,304,849	4,666,441	(2,313,955)	(2,052,760)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2022	2/28/2022	3/31/2022	4/30/2022	5/31/2022	6/30/2022	7/31/2022	8/31/2022	9/30/2022	10/31/2022	11/30/2022	12/31/2022
291,850	277,071	269,332	288,822	300,585	304,155	320,746	320,112	305,396	282,173	273,429	271,821
59	60	58	58	84	84	84	84	84	84	59	60
62	63	63	58	58	58	65	65	66	63	63	63

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1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/31/2023	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023
17,865,979	16,986,096	16,225,687	17,152,186	25,958,496	26,244,008	27,749,445	27,689,638	26,442,122	24,418,018	16,596,350	16,759,014
29,331	27,846	27,068	29,027	30,209	30,568	32,235	32,171	30,692	28,358	27,480	27,318
17,895,310	17,013,942	16,252,755	17,181,212	25,988,705	26,274,576	27,781,680	27,721,809	26,472,814	24,446,376	16,623,830	16,786,332
18,797,907	17,967,696	17,381,296	17,230,412	17,914,658	18,208,726	21,569,265	21,605,026	20,646,531	18,253,966	17,660,997	17,553,544
157,424	157,424	157,424	157,424	157,424	157,424	157,424	157,424	157,424	157,424	157,424	157,424
319,767	319,767	319,767	319,767	319,767	319,767	319,767	319,767	319,767	319,767	319,767	319,767
61,494	61,494	61,494	61,494	61,494	61,494	61,494	61,494	61,494	61,494	61,494	61,494
36,896	36,896	36,896	36,896	36,896	36,896	36,896	36,896	36,896	36,896	36,896	36,896
-	-	-	-	-	-	-	-	-	-	-	-
38,944	38,944	38,944	38,944	38,944	38,944	38,944	38,944	38,944	38,944	38,944	38,944
130,367	130,367	130,367	130,367	130,367	130,367	130,367	130,367	130,367	130,367	130,367	130,367
291,320	291,320	291,320	291,320	291,320	291,320	291,320	291,320	291,320	291,320	291,320	291,320
141,196	141,196	141,196	141,196	141,196	141,196	141,196	141,196	141,196	141,196	141,196	141,196
108,229	108,229	108,229	108,229	108,229	108,229	108,229	108,229	108,229	108,229	108,229	108,229
20,083,545	19,253,334	18,666,934	18,516,049	19,200,296	19,494,364	22,854,903	22,890,663	21,932,169	19,539,604	18,946,634	18,839,182
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
20,083,545	19,253,334	18,666,934	18,516,049	19,200,296	19,494,364	22,854,903	22,890,663	21,932,169	19,539,604	18,946,634	18,839,182
715,812	680,558	650,110	687,248	1,039,548	1,050,983	1,111,267	1,108,872	1,058,913	977,855	664,953	671,453
89,330	84,930	81,128	85,761	129,792	131,220	138,747	138,448	132,211	122,090	82,982	83,795
-	-	-	-	-	-	-	-	-	-	-	-
805,142	765,488	731,239	773,009	1,169,341	1,182,203	1,250,014	1,247,321	1,191,123	1,099,945	747,935	755,248
20,888,687	20,018,822	19,398,172	19,289,058	20,369,636	20,676,567	24,104,917	24,137,984	23,123,292	20,639,549	19,694,569	19,594,430
(2,993,377)	(3,004,880)	(3,145,417)	(2,107,846)	5,619,069	5,598,009	3,676,763	3,583,826	3,349,523	3,806,827	(3,070,740)	(2,808,098)
(2,277,565)	(2,324,322)	(2,495,307)	(1,420,598)	6,658,617	6,648,992	4,788,030	4,692,698	4,408,435	4,784,682	(2,405,786)	(2,136,645)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/31/2023	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023
293,310	278,456	270,678	290,266	302,088	305,676	322,350	321,713	306,923	283,584	274,796	273,180
61	61	60	59	86	86	86	86	86	86	60	61
64	65	64	59	59	60	67	67	67	64	64	64

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18,404,192	17,497,802	16,714,486	17,668,895	26,740,496	27,034,609	28,585,397	28,523,788	27,238,691	25,153,611	17,096,315	17,263,879
29,478	27,985	27,203	29,172	30,360	30,720	32,396	32,332	30,846	28,500	27,617	27,455
18,433,669	17,525,787	16,741,689	17,698,067	26,770,856	27,065,329	28,617,793	28,556,120	27,269,537	25,182,111	17,123,932	17,291,334
19,572,353	18,703,531	18,096,155	17,944,791	18,658,046	18,961,349	22,450,019	22,484,430	21,485,681	19,003,130	18,386,808	18,275,070
162,147	162,147	162,147	162,147	162,147	162,147	162,147	162,147	162,147	162,147	162,147	162,147
329,360	329,360	329,360	329,360	329,360	329,360	329,360	329,360	329,360	329,360	329,360	329,360
63,339	63,339	63,339	63,339	63,339	63,339	63,339	63,339	63,339	63,339	63,339	63,339
38,003	38,003	38,003	38,003	38,003	38,003	38,003	38,003	38,003	38,003	38,003	38,003
-	-	-	-	-	-	-	-	-	-	-	-
40,313	40,313	40,313	40,313	40,313	40,313	40,313	40,313	40,313	40,313	40,313	40,313
134,278	134,278	134,278	134,278	134,278	134,278	134,278	134,278	134,278	134,278	134,278	134,278
292,777	292,777	292,777	292,777	292,777	292,777	292,777	292,777	292,777	292,777	292,777	292,777
146,159	146,159	146,159	146,159	146,159	146,159	146,159	146,159	146,159	146,159	146,159	146,159
111,476	111,476	111,476	111,476	111,476	111,476	111,476	111,476	111,476	111,476	111,476	111,476
20,890,204	20,021,383	19,414,007	19,262,642	19,975,897	20,279,200	23,767,870	23,802,281	22,803,533	20,320,981	19,704,659	19,592,921
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
20,890,204	20,021,383	19,414,007	19,262,642	19,975,897	20,279,200	23,767,870	23,802,281	22,803,533	20,320,981	19,704,659	19,592,921
737,347	701,031	669,668	707,923	1,070,834	1,082,613	1,144,712	1,142,245	1,090,781	1,007,284	684,957	691,653
92,021	87,489	83,572	88,344	133,702	135,173	142,927	142,619	136,193	125,768	85,482	86,319
-	-	-	-	-	-	-	-	-	-	-	-
829,368	788,520	753,240	796,267	1,204,537	1,217,786	1,287,639	1,284,864	1,226,975	1,133,052	770,439	777,973
21,719,572	20,809,903	20,167,247	20,058,909	21,180,434	21,496,986	25,055,509	25,087,145	24,030,508	21,454,033	20,475,098	20,370,894
(3,285,902)	(3,284,116)	(3,425,558)	(2,360,842)	5,590,422	5,568,343	3,562,284	3,468,976	3,239,029	3,728,077	(3,351,166)	(3,079,560)
(2,548,555)	(2,583,085)	(2,755,890)	(1,652,920)	6,661,256	6,650,956	4,706,996	4,611,221	4,329,811	4,735,362	(2,666,209)	(2,387,906)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024
294,776	279,848	272,032	291,717	303,599	307,204	323,962	323,321	308,458	285,002	276,170	274,546
62	63	61	61	88	88	88	88	88	88	62	63
66	67	67	62	61	62	69	70	70	67	67	67

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18,958,618	18,024,923	17,218,010	18,201,171	27,546,054	27,849,027	29,446,532	29,383,068	28,059,256	25,911,363	17,611,342	17,783,954
29,625	28,125	27,339	29,318	30,512	30,874	32,558	32,494	31,000	28,643	27,755	27,592
18,988,243	18,053,048	17,245,349	18,230,488	27,576,565	27,879,901	29,479,090	29,415,561	28,090,256	25,940,006	17,639,097	17,811,545
20,199,065	19,299,119	18,674,682	18,511,123	19,247,356	19,558,066	23,169,443	23,202,825	22,171,226	19,609,461	18,974,212	18,859,002
167,011	167,011	167,011	167,011	167,011	167,011	167,011	167,011	167,011	167,011	167,011	167,011
339,241	339,241	339,241	339,241	339,241	339,241	339,241	339,241	339,241	339,241	339,241	339,241
65,239	65,239	65,239	65,239	65,239	65,239	65,239	65,239	65,239	65,239	65,239	65,239
39,143	39,143	39,143	39,143	39,143	39,143	39,143	39,143	39,143	39,143	39,143	39,143
-	-	-	-	-	-	-	-	-	-	-	-
41,730	41,730	41,730	41,730	41,730	41,730	41,730	41,730	41,730	41,730	41,730	41,730
138,306	138,306	138,306	138,306	138,306	138,306	138,306	138,306	138,306	138,306	138,306	138,306
294,241	294,241	294,241	294,241	294,241	294,241	294,241	294,241	294,241	294,241	294,241	294,241
151,297	151,297	151,297	151,297	151,297	151,297	151,297	151,297	151,297	151,297	151,297	151,297
114,820	114,820	114,820	114,820	114,820	114,820	114,820	114,820	114,820	114,820	114,820	114,820
21,550,093	20,650,146	20,025,709	19,862,150	20,598,384	20,909,094	24,520,470	24,553,853	23,522,253	20,960,489	20,325,240	20,210,030
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
21,550,093	20,650,146	20,025,709	19,862,150	20,598,384	20,909,094	24,520,470	24,553,853	23,522,253	20,960,489	20,325,240	20,210,030
759,530	722,122	689,814	729,220	1,103,063	1,115,196	1,179,164	1,176,622	1,123,610	1,037,600	705,564	712,462
94,793	90,125	86,090	91,006	137,730	139,245	147,233	146,915	140,296	129,557	88,057	88,920
-	-	-	-	-	-	-	-	-	-	-	-
854,323	812,247	775,904	820,225	1,240,793	1,254,441	1,326,396	1,323,538	1,263,907	1,167,157	793,621	801,382
22,404,416	21,462,393	20,801,613	20,682,376	21,839,177	22,163,535	25,846,867	25,877,390	24,786,160	22,127,646	21,118,861	21,011,411
(3,416,173)	(3,409,345)	(3,556,264)	(2,451,888)	5,737,388	5,716,366	3,632,223	3,538,171	3,304,097	3,812,360	(3,479,764)	(3,199,866)
(2,656,643)	(2,687,223)	(2,866,450)	(1,722,668)	6,840,451	6,831,562	4,811,387	4,714,793	4,427,707	4,849,960	(2,774,200)	(2,487,404)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	7/31/2025	8/31/2025	9/30/2025	10/31/2025	11/30/2025	12/31/2025
296,250	281,248	273,392	293,176	305,117	308,740	325,582	324,938	310,000	286,427	277,551	275,919
64	64	63	62	90	90	90	90	91	90	63	64
68	69	68	63	63	63	71	71	72	68	68	68

COUNTY OF SANTA CRUZ
RFP #16P1-002 Credit and Banking Services
Monterey Bay Community Power
Operating Proforma

ATTACHMENT D

1/31/2026	2/28/2026	3/31/2026	4/30/2026	5/31/2026	6/30/2026	7/31/2026	8/31/2026	9/30/2026	10/31/2026	11/30/2026	12/31/2026
19,529,746	18,567,924	17,736,702	18,749,481	28,375,878	28,687,979	30,333,608	30,268,232	28,904,542	26,691,943	18,141,883	18,319,695
29,773	28,265	27,476	29,464	30,664	31,028	32,721	32,656	31,155	28,786	27,894	27,730
19,559,520	18,596,190	17,764,178	18,778,945	28,406,543	28,719,007	30,366,329	30,300,889	28,935,697	26,720,729	18,169,777	18,347,425
21,034,373	20,092,740	19,445,709	19,281,972	20,049,513	20,370,160	24,119,180	24,151,080	23,076,064	20,417,472	19,757,047	19,637,215
172,021	172,021	172,021	172,021	172,021	172,021	172,021	172,021	172,021	172,021	172,021	172,021
349,418	349,418	349,418	349,418	349,418	349,418	349,418	349,418	349,418	349,418	349,418	349,418
67,196	67,196	67,196	67,196	67,196	67,196	67,196	67,196	67,196	67,196	67,196	67,196
40,317	40,317	40,317	40,317	40,317	40,317	40,317	40,317	40,317	40,317	40,317	40,317
-	-	-	-	-	-	-	-	-	-	-	-
43,197	43,197	43,197	43,197	43,197	43,197	43,197	43,197	43,197	43,197	43,197	43,197
142,455	142,455	142,455	142,455	142,455	142,455	142,455	142,455	142,455	142,455	142,455	142,455
295,712	295,712	295,712	295,712	295,712	295,712	295,712	295,712	295,712	295,712	295,712	295,712
156,615	156,615	156,615	156,615	156,615	156,615	156,615	156,615	156,615	156,615	156,615	156,615
118,265	118,265	118,265	118,265	118,265	118,265	118,265	118,265	118,265	118,265	118,265	118,265
22,419,569	21,477,937	20,830,905	20,667,168	21,434,710	21,755,356	25,504,376	25,536,277	24,461,260	21,802,669	21,142,243	21,022,411
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
22,419,569	21,477,937	20,830,905	20,667,168	21,434,710	21,755,356	25,504,376	25,536,277	24,461,260	21,802,669	21,142,243	21,022,411
782,381	743,848	710,567	751,158	1,136,262	1,148,760	1,214,653	1,212,036	1,157,428	1,068,829	726,791	733,897
97,649	92,840	88,684	93,747	141,879	143,440	151,668	151,341	144,523	133,460	90,709	91,598
-	-	-	-	-	-	-	-	-	-	-	-
880,030	836,687	799,251	844,905	1,278,141	1,292,200	1,366,321	1,363,377	1,301,951	1,202,289	817,501	825,495
23,299,599	22,314,624	21,630,156	21,512,074	22,712,851	23,047,557	26,870,698	26,899,653	25,763,211	23,004,958	21,959,744	21,847,907
(3,740,079)	(3,718,435)	(3,865,978)	(2,733,129)	5,693,692	5,671,450	3,495,632	3,401,235	3,172,486	3,715,771	(3,789,966)	(3,500,482)
(2,957,699)	(2,974,587)	(3,155,410)	(1,981,971)	6,829,953	6,820,211	4,710,285	4,613,271	4,329,914	4,784,600	(3,063,175)	(2,766,585)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2026	2/28/2026	3/31/2026	4/30/2026	5/31/2026	6/30/2026	7/31/2026	8/31/2026	9/30/2026	10/31/2026	11/30/2026	12/31/2026
297,731	282,654	274,759	294,642	306,642	310,284	327,210	326,562	311,550	287,859	278,939	277,299
66	66	65	64	93	92	93	93	93	93	65	66
71	71	71	65	65	66	74	74	74	71	71	71

COUNTY OF SANTA CRUZ
RFP #16P1-002 Credit and Banking Services
Monterey Bay Community Power
Operating Proforma

ATTACHMENT D

1/31/2027	2/28/2027	3/31/2027	4/30/2027	5/31/2027	6/30/2027	7/31/2027	8/31/2027	9/30/2027	10/31/2027	11/30/2027	12/31/2027
20,118,080	19,127,283	18,271,021	19,314,309	29,230,702	29,552,204	31,247,408	31,180,063	29,775,291	27,496,038	18,688,408	18,871,576
29,922	28,407	27,613	29,611	30,818	31,184	32,885	32,820	31,311	28,930	28,033	27,869
20,148,002	19,155,690	18,298,634	19,343,921	29,261,519	29,583,387	31,280,293	31,212,882	29,806,602	27,524,968	18,716,441	18,899,444
21,711,589	20,736,280	20,070,844	19,894,390	20,686,787	21,015,414	24,896,277	24,927,038	23,816,526	21,072,637	20,391,770	20,268,187
177,182	177,182	177,182	177,182	177,182	177,182	177,182	177,182	177,182	177,182	177,182	177,182
359,901	359,901	359,901	359,901	359,901	359,901	359,901	359,901	359,901	359,901	359,901	359,901
69,212	69,212	69,212	69,212	69,212	69,212	69,212	69,212	69,212	69,212	69,212	69,212
41,527	41,527	41,527	41,527	41,527	41,527	41,527	41,527	41,527	41,527	41,527	41,527
-	-	-	-	-	-	-	-	-	-	-	-
44,715	44,715	44,715	44,715	44,715	44,715	44,715	44,715	44,715	44,715	44,715	44,715
146,729	146,729	146,729	146,729	146,729	146,729	146,729	146,729	146,729	146,729	146,729	146,729
297,191	297,191	297,191	297,191	297,191	297,191	297,191	297,191	297,191	297,191	297,191	297,191
113,708	113,708	113,708	113,708	113,708	113,708	113,708	113,708	113,708	113,708	113,708	113,708
121,813	121,813	121,813	121,813	121,813	121,813	121,813	121,813	121,813	121,813	121,813	121,813
23,083,566	22,108,256	21,442,820	21,266,367	22,058,763	22,387,390	26,268,253	26,299,015	25,188,503	22,444,613	21,763,746	21,640,164
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
23,083,566	22,108,256	21,442,820	21,266,367	22,058,763	22,387,390	26,268,253	26,299,015	25,188,503	22,444,613	21,763,746	21,640,164
805,920	766,228	731,945	773,757	1,170,461	1,183,335	1,251,212	1,248,515	1,192,264	1,100,999	748,658	755,978
100,590	95,636	91,355	96,572	146,154	147,761	156,237	155,900	148,876	137,480	93,442	94,358
-	-	-	-	-	-	-	-	-	-	-	-
906,510	861,864	823,300	870,328	1,316,614	1,331,097	1,407,449	1,404,416	1,341,141	1,238,479	842,100	850,336
23,990,076	22,970,120	22,266,120	22,136,695	23,375,377	23,718,487	27,675,702	27,703,430	26,529,643	23,683,092	22,605,846	22,490,499
(3,842,074)	(3,814,431)	(3,967,487)	(2,792,775)	5,886,142	5,864,901	3,604,591	3,509,452	3,276,958	3,841,875	(3,889,405)	(3,591,055)
(3,036,154)	(3,048,203)	(3,235,541)	(2,019,018)	7,056,603	7,048,236	4,855,803	4,757,967	4,469,222	4,942,874	(3,140,747)	(2,835,077)
-	-	-	-	-	-	-	-	-	-	-	-
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1/31/2027	2/28/2027	3/31/2027	4/30/2027	5/31/2027	6/30/2027	7/31/2027	8/31/2027	9/30/2027	10/31/2027	11/30/2027	12/31/2027
299,220	284,067	276,133	296,115	308,176	311,835	328,846	328,195	313,108	289,299	280,333	278,685
67	67	66	65	95	95	95	95	95	95	67	68
73	73	73	67	67	67	76	76	76	73	73	73



Staff Report Item 12

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Discussion of Officers for Policy & Operations Boards

DATE: May 3, 2017

Recommendation

Receive report on upcoming election process for Policy and Operation Board Chair and Vice Chair positions, as well as the upcoming appointments of a Secretary and Treasurer-Auditor.

Background

Sections 3.9.1 through 3.9.4 of the Joint Exercise of Powers Agreement creating the Monterey Bay Community Power Authority provides that:

- 1) The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.
- 2) The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.
- 3) Each Board shall appoint a Secretary, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority.
- 4) The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor.

Analysis and Discussion

Chair and Vice Chair Positions: Staff proposes to bring the election of Chair and Vice Chair positions for both the Policy and Operations Boards to the next MBCP meeting in June/July. In the interim, interested members of each Board may self-nominate by submitting a letter of intent with appropriate background information to support their candidacy. Candidates may submit their letters to Carol Johnson, Administrative Services Manager at

carol.johnson@santacruzcounty.us, by close of business Wednesday, May 17th, 2017. Submitted letters of intent will be distributed as received to members of each respective Board for their consideration prior to the June meeting.

Secretary and Treasurer-Auditor Positions: Elections for these positions are also planned for the next MBCP Board of Directors meeting. Interested candidates should also self-nominate by May 17th, 2017 in the process described above.

The MBCP Joint Powers Agreement provides some flexibility in the appointment of the Secretary, Treasurer and Auditor positions. The Secretary need not be a member of the Board and may serve as Secretary to both Boards if he/she is an employee of the Authority.

Regarding the Treasurer and Auditor, neither needs to be a member of the Board, and if the Board so designates, in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. As per the JPA Agreement, the Treasurer shall report to the Policy Board, but shall provide regular budget reports to the Operations Board as well.

Fiscal Impact:

None, if all positions are filled by MBCP Board members or designated staff. If the Treasurer, Auditor or Secretary positions are filled by outside firms then some additional costs, as yet undetermined, will be incurred.



Staff Report Item 13

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Discussion of Implementation and Early Operations Contract Support

DATE: May 3, 2017

Recommendation

Consider report and provide direction on two options for retaining additional contract support to assist in various aspects of MBCP implementation. For the purposes of maintaining program consistency and mitigating administrative burden, staff recommends option A discussed below.

Background

MBCP became effective February 21, 2017, with the successful second readings of its first three member jurisdictions. In the run-up to full operational capacity, it will be necessary for MBCP to utilize a combination of local member agency staff and specific consultant expertise under Operations Board direction to conduct the business of MBCP.

There are several key vendor services that will be required to support MBCP's start-up and early operations including: 1) Technical and Energy Services, 2) Community Outreach and Marketing, 3) Implementation and Operations Support, and 4) Data Management/Call Center services. In brief, these services include:

- 1) Technical and Energy Services:** Launching a CCE program involves several critical steps such as load analysis, drafting and submitting an Implementation Plan for approval by the California Public Utilities Commission, issuing power supply RFPs and negotiating power contracts, and rate design. There are also specific requirements for regulatory filings and addressing regulatory requirements as MBCP develops and implements its program, all of which will require technical support services.
- 2) Outreach and Marketing:** MBCP's continuing community outreach efforts will ramp-up in order to provide ratepayers with the information necessary to make informed decisions about their electricity service provider in advance of, and following, customer enrollment noticing. With a diverse mix of residential and business customers

spanning three counties, effective customer outreach and a robust marketing campaign will be a necessity for MBCP.

- 3) Implementation and Operations Support:** CCE program and Agency organizational development will expand throughout implementation and into early operations. Existing interim staff and the future CEO will require support in the areas of governance and Board management, administration/staffing, and Agency operations to insure a trouble-free start-up and program launch.
- 4) Data Management/Call Center:** Data Management needs will require a range of services, including managing MBCP customer account data and account switching; customer relationship management and reporting; billing and payment settlements with PG&E; responding to MBCP customer service calls; processing opt-outs and addressing MBCP customer service issues.

Analysis & Discussion

The County of Santa Cruz has already engaged a set of vendors in the first three categories of service. The fourth (data management/call center) needs to be added prior to start-up. In order to get the full team operating under MBCP's tent, the Board has two contract options.

Option A:

Update scopes of work, amend, and transfer existing contracts for Pacific Energy Advisors (technical and energy services), Miller, Maxfield & Associates (community outreach and marketing), and LEAN Energy US (implementation and operations support) from the County of Santa Cruz to MBCP. Issue new RFP for data management/call center services.

Option B:

Issue new RFPs and negotiate new contracts for some or all service categories.

Staff is recommending Option A for three reasons: 1) We have been pleased with the experience, performance and deliverables of the three existing vendors; 2) it lessens administrative burden, time and cost; and 3) it keeps the project momentum going without service interruption.

Option B may be of interest, however, if the Board is interested in exploring a fully outsourced operations model or receiving proposals from other firms. It should be noted however, that this option will take more time and may result in some gap in service and/or program delay in order to get through the RFP and contracting process.

Either way, an RFP for data management and call center services will be required and staff requests direction to prepare one or more service RFPs for distribution in June.

Fiscal Impact: Unknown; potentially significant. See MBCP Proposed 12-Month Implementation Budget for details



Staff Report Item 14

TO: MBCP Policy and Operations Board of Directors

FROM: Carol Johnson, Administrative Services Manager, County of Santa Cruz

SUBJECT: Discussion of Regular Meeting Location, Time and Schedule

DATE: May 3, 2017

Recommendation

Provide feedback and direction to establish a regular day, time and location for monthly MBCP Operations Board Meetings and periodic Policy Board Meetings as required throughout the Agency's implementation phase.

Monthly Operations Board meetings are proposed for the first Wednesday of each month, starting at 9:00 am at the City of Marina Library, Community Meeting Room located at 190 Seaside Avenue, Marina, CA. If this is approved, staff will return to the Board with a full meeting schedule and authorizing resolution at its next meeting.

Background

Section 3.8 of the Joint Exercise of Powers Agreement creating the Monterey Bay Community Power Authority provides that the date, hour and place of each regular meeting of the Operations Board of Directors shall be approved by action of the Board.

Analysis and Discussion

Staff is seeking feedback on a monthly Operations Board meeting day, time and location as well as preliminary approval of additional meeting dates for Joint and/or Policy Board meetings that will occur periodically throughout the year. Based on initial research and a survey of existing Board members, it appears that the first Wednesday of each month starting at 9:00 am could work for most/all Operations Board members, pending other meetings and obligations.

Regarding location, staff is recommending that all Board meetings be held at the City of Marina Library until such time that a permanent meeting location is identified. The Marina Library is recommended due to its accessible location, ability to handle MBCP's large number of Board members, and seating for members of the public.

Dates for the additional Policy Board meetings have not yet been determined but will be duly noticed in advance as required by State law.

Fiscal Impact:

None