



**DESERT COMMUNITY ENERGY BOARD  
MEETING AGENDA**

**Friday, May 22, 2020  
11:00 AM**

**Coachella Valley Association of Governments  
73-710 Fred Waring Drive  
Palm Desert, CA 92260  
760-346-1127**

**Pursuant to Governor Newsom's Executive Order N-29-20  
(March 18, 2020), the Desert Community Energy meeting will  
only be conducted via video/teleconferencing.**

***Join Zoom Meeting***

**[https://us02web.zoom.us/j/82802262602?pwd=YWIrWUt0SFRCaGND  
MmhZZDVpMGFPZz09](https://us02web.zoom.us/j/82802262602?pwd=YWIrWUt0SFRCaGNDMmhZZDVpMGFPZz09)**

***Dial in: +1 (669) 900-9128 US  
Meeting ID: 828 0226 2602  
Password: 290982***

***One tap mobile  
+16699009128,,82802262602# US***

Members of the public are encouraged to submit comment in connection with the Desert Community Energy meeting, by email to: [cvag@cvag.org](mailto:cvag@cvag.org) by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud into the record, should be no more than 300 characters in length.

THIS MEETING IS HANDICAPPED ACCESSIBLE.  
ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA.

**1. CALL TO ORDER**

**2. ROLL CALL**

**A. Member Roster**

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**3. PUBLIC COMMENTS ON AGENDA ITEMS**

Any person wishing to address the Desert Community Energy Board on items appearing on this agenda may do so at this time. Please limit comments to 3 minutes. At the discretion of the chair, additional public comment time and/or opportunities during the meeting may be granted.

**4. BOARD MEMBER / DIRECTOR COMMENTS**

**5. CONSENT CALENDAR**

**A. Approve Minutes from Board Meeting of April 20, 2020**

[P5](#)

**B. Approve Task Order 4 with The Energy Authority for Preparation of the Desert Community Energy 2020 Integrated Resource Plan – Katie Barrows**

[P8](#)

**Recommendation:** Authorize the Executive Director or Chair to sign Task Order 4 with The Energy Authority for Preparation of the 2020 Integrated Resource Plan, for an amount not to exceed \$50,000.

**6. DISCUSSION / ACTION**

**A. DCE Program Launch and Activities Update – Katie Barrows**

[P15](#)

**Recommendation:** Information only.

**B. Update Selected 100% Carbon Free Generation Rates for Desert Community Energy – Jeff Fuller, The Energy Authority**

[P20](#)

**Recommendation:** Adopt Resolution 2020-04 approving an updated Desert Community Energy retail generation rate schedule for selected 100% Carbon Free rates, effective April 13, 2020.

**C. Desert Community Energy Long Term Renewable Request for Offers – Jaclyn Harr, The Energy Authority**

[P31](#)

**Recommendation:** Approve the release of DCE's 2020 Long Term Renewable Request for Offers (RFO) and authorize the Executive Director to make non-substantive changes to the RFO in consultation with legal counsel and modify the schedule as necessary.

**D. Desert Community Energy Fiscal Year 2020/2021 Budget Review – Don Dame**

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**Recommendation:** Review Desert Community Energy Fiscal Year 2020/2021 Proposed Budget.

**7. INFORMATION**

**A. Attendance Record**

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**B. Utility Discount (CARE/FERA) Program Update**

[P74](#)

**C. Unaudited Financial Report**

[P76](#)

**D. Expenditures Reimbursed to CVAG for period ending June 30, 2019**

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**8. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Any person wishing to address the Board on items not appearing on this agenda may do so at this time. Please limit comments to 2 minutes. At the discretion of the chair, additional public comment time and/or opportunities during the meeting may be granted.

**9. ANNOUNCEMENTS**

Next DCE Board Meeting: The next regular meeting is tentatively scheduled for June 15, 2020 at 2:30 p.m.

**10. ADJOURN**

**ITEM 2A**

**Desert Community Energy Board  
Member Roster  
2019-2020**



<b>VOTING MEMBERS</b>	
City of Cathedral City	<b>Mayor John Aguilar, Vice Chair</b> <i>Alternate: Mayor Pro Tem Raymond Gregory</i>
City of Palm Desert	<b>Councilmember Sabby Jonathan</b> <i>Alternate: Mayor Pro Tem Kathleen Kelly</i>
City of Palm Springs	<b>Mayor Geoff Kors, Chair</b> <i>Alternate: Councilmember Lisa Middleton</i>

<b>NON-VOTING MEMBER</b>	
City of Desert Hot Springs	<b>Vacant</b>

<b>STAFF</b>	
Tom Kirk, Executive Director	
Katie Barrows, Director of Energy & Environmental Resources	
Benjamin Druyon, Management Analyst	

## **ITEM 5A**

**Desert Community Energy Board  
Meeting Minutes  
April 20, 2020  
2:30 pm**



**CVAG (Zoom meeting)  
73710 Fred Waring Drive #200  
Palm Desert, CA 92260  
760-346-1127**

*The audio file for this meeting can be found at: <http://www.desertcommunityenergy.org>*

### **1. CALL TO ORDER**

The meeting of the DCE Board was called to order by Chair Geoff Kors at 2:35pm via Zoom meeting.

### **2. ROLL CALL**

Roll call was taken and it was determined that a quorum was present.

#### **Members Present**

Councilmember Sabby Jonathan  
Mayor Geoff Kors  
Mayor John Aguilar

#### **Agency**

City of Palm Desert  
City of Palm Springs  
City of Cathedral City

#### **DCE Staff & Consultants**

Tom Kirk  
Katie Barrows  
Benjamin Druyon  
Joanna Stueckle  
Libby Carlson  
Erica Felci  
Brian Rix  
Jeff Fuller

BurkeRix  
The Energy Authority

#### **Others Present:**

Charlie McClendon  
David Freedman

City of Cathedral City  
Community Advisory Committee Chair

### **3. PUBLIC COMMENTS ON AGENDA ITEMS – There were no public comments made.**

### **4. BOARD MEMBER / DIRECTOR COMMENTS – Tom Kirk provided suggestions on using Zoom.**

### **5. CONSENT CALENDAR**

**A. Approve Minutes from Board Meetings of February 11<sup>th</sup>, 2020.**

**IT WAS MOVED BY BOARD MEMBER SABBY JONATHAN AND SECONDED BY CHAIR KORS TO APPROVE THE BOARD MEETING MINUTES OF JANUARY 13<sup>TH</sup>, 2020 AFTER AMENDING TO REFLECT MAYOR AGUILAR WAS NOT PRESENT BUT COUNCILMEMBER RAYMOND GREGORY WAS PRESENT FOR CATHEDRAL CITY REPRESENTATION.**

**THE MOTION CARRIED WITH 3 AYES.**

Vice Chair Aguilar	Aye
Board member Jonathan	Aye
Chair Kors	Aye

**B. CalEnviroscreen's Negative Impact on Eligibility for Rooftop Solar Program.**

**IT WAS MOVED BY VICE CHAIR AGUILAR AND SECONDED BY BOARD MEMBER JONATHAN TO AUTHORIZE THE DCE CHAIR AND EXECUTIVE DIRECTOR TO ADVOCATE FOR CHANGES IN CALIFORNIA'S DISADVANTAGED COMMUNITIES SINGLE-FAMILY SOLAR HOMES (DAC-SASH) PROGRAM, AND ANY SIMILAR ROOFTOP PROGRAMS, TO ENSURE ELIGIBILITY AND FAIRNESS FOR DCE CUSTOMERS.**

**THE MOTION CARRIED WITH 3 AYES.**

Vice Chair Aguilar	Aye
Board member Jonathan	Aye
Chair Kors	Aye

**6. DISCUSSION / ACTION**

**A. Audited Financial Report, Statement on Auditing Standards (SAS) 114 Letter and Report on Internal Controls for Fiscal Year 2018/2019 – Gary Leong**

Gary Leong introduced the auditor from Lance, Soll & Lunghard, LLP who went over the results of the DCE audit. The auditor reported DCE received an "unmodified opinion" and had no findings or recommendations to report.

**IT WAS MOVED BY VICE CHAIR AGUILAR AND SECONDED BY BOARD MEMBER JONATHAN TO RECEIVE AND FILE THE REPORTS FOR FISCAL YEAR 2018/19.**

**THE MOTION CARRIED WITH 3 AYES.**

Vice Chair Aguilar	Aye
Board member Jonathan	Aye
Chair Kors	Aye

**B. DCE Program Launch and Activities Update—Katie Barrows**

Katie provided updates on Palm Springs successful launch and the effect COVID-19 has had. Mayor Aguilar reported on Cathedral City's City Council action to withdraw from DCE. Cathedral City will stay with DCE until official term end in July of 2021, allowing them to continue participating in the CARE/FERA Enhanced Enrollment (Utility Discount) program. Board member Jonathan reported on the City of Palm Desert's City Council actions to stay with DCE and consider launching municipal accounts in the future. Chair Kors reported on Palm Springs messaging and communications and thanked DCE staff for continued efforts.

**THIS ITEM WAS INFORMATIONAL ONLY.**

- C. Update Selected Generation Rates for Desert Community Energy with an effective date of April 1, 2020 for Calendar Year 2020 – Jeff Fuller**  
Jeff Fuller (The Energy Authority (TEA)) reported on current DCE rates, SCE rates, recommended changes, and mislabeled items in the rate schedule which were corrected.

**IT WAS MOVED BY BOARD MEMBER JONATHAN AND SECONDED BY VICE CHAIR AGUILAR TO ADOPT RESOLUTION NO. 2020-03 ADOPTING AN UPDATED DESERT COMMUNITY ENERGY GENERATION RATE SCHEDULE AND RESCINDING RESOLUTION NO. 2020-02.**

**THE MOTION CARRIED WITH 3 AYES.**

Vice Chair Aguilar	Aye
Board member Jonathan	Aye
Chair Kors	Aye

## **7. INFORMATION**

- A. Attendance Record**
- B. CARE / FERA Utility Discount Program**
- C. Financial Report**
- D. DCE Fiscal Year 2021 Budget Information**

## **8. PUBLIC COMMENT ON NON-AGENDA ITEMS**

There were no public comments.

## **9. ANNOUNCEMENTS**

Next DCE Board meeting will be May 18<sup>th</sup>, 2020 at 2:30pm via Zoom.

## **10. ADJOURN**

The meeting was adjourned at 3:10pm.

Respectfully submitted,  
Benjamin Druyon

**Desert Community Energy Board**  
**May 22, 2020**



**Staff Report**

**Subject:** Approve Task Order 4 with The Energy Authority for Preparation of the Desert Community Energy 2020 Integrated Resource Plan

**Contact:** Katie Barrows, Director of Energy & Environmental Resources ([kbarrows@cvaq.org](mailto:kbarrows@cvaq.org))

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**Recommendation:** Authorize the Executive Director or Chair to sign Task Order 4 with The Energy Authority for Preparation of the 2020 Integrated Resource Plan, for an amount not to exceed \$50,000.

**Background:** One of the requirements for Community Choice Aggregation programs is to submit an Integrated Resource Plan (IRP) to the California Public Utilities Commission (CPUC). The first DCE Integrated Resource Plan was approved by the Board and submitted in August 2018. This plan provides guidance for serving the electric needs of the residents and businesses in Desert Community Energy's territory, while meeting policy objectives and regulatory requirements. A focus of the IRP is to ensure that DCE is providing enough energy to serve DCE's load and to quantify greenhouse gas emissions reduction objectives. As part of the agreement between DCE and The Energy Authority, Task Order 4 provides for the preparation of the IRP, through a contract between TEA and MRW & Associates, LLC. MRW prepared the 2018 DCE Integrated Resource Plan which was well received by the CPUC and held up as an example for other CCAs.

The IRP addresses DCE's existing and planned supply commitments to fulfill regulatory mandates and voluntary procurement targets related to renewable, greenhouse gas-free (carbon-free) and conventional (non-renewable) energy.

The IRP has four primary purposes:

1. Document current procurement status for our first year of operations;
2. Quantify resource needs;
3. Articulate relevant energy procurement policies;
4. Communicate DCE's resource planning policies, objectives and planning framework to the public and key stakeholder groups

This IRP addresses how DCE will meet the following targets by managing a portfolio of energy and capacity resources to:

- Meet California's Renewable Portfolio Standard (RPS) requirements of 35% of retail electricity sales to come from renewable energy sources in 2021. This percentage increases to 50% by 2030.
- Provide the necessary capacity reserves to meet California's Resource Adequacy (RA) regulatory requirements for load-serving entities.
- Maintain a minimum carbon-free energy content of 100% carbon-free for its Carbon Free product, while working towards a goal of increasing DCE's renewable and carbon-free content.

The request is for the Board to authorize the Executive Director to execute Task Order 4 with TEA to allow preparation of the Integrated Resource Plan. This year, due to the COVID-19 pandemic



the deadline for submittal of the IRP has been extended from July to September 1, 2020. The IRP will be presented to the Board prior to the September 1 deadline for your review and approval.

**Fiscal Impact:** The policies set forth in the Integrated Resource Plan will direct DCE's energy procurement activities. DCE will procure resources per this plan and DCE's adopted yearly budget.

**Attachments:**

1. TEA Task Order 4 for IRP Services

## **TEA Task Order 4 for IRP Services**

TEA and DCE agree that the following terms and conditions constitute Task Order 4 for IRP Services (“Task Order 4”).

### **Section 1. Scope of Services.**

Subject to the terms and conditions of the RMA, during the Term, TEA, via its sub-contractor, MRW & Associates, LLC (“MRW”) shall provide to DCE certain services, as more particularly described in this Task Order 4.

### **Section 2. Description of Integrated Resource Planning Services.**

During the Term of this Task Order 4 (as defined in Section 7.1), TEA, through MRW, shall provide the following Services.

#### **Integrated Resource Plan**

- MRW will develop an integrated resource plan (“IRP”) to plan DCE’s projected loads and identify a least-cost plan to meet those loads. MRW will first develop a load forecast of DCE’s load that extends to a 10-year study period. Included in this load forecast will be an analysis of the impacts of demand-side resource management including energy efficiency, distributed generation, and demand response.
- To estimate the best resource mix for DCE, MRW will collect economic data from a variety of sources for conventional, wind and utility scale renewable resources. MRW will include local resource options that DCE may wish to consider and/or acquire. Utilizing a levelized lifecycle cost of energy methodology, MRW will aggregate resource, regulatory, and market assumptions to model projected DCE resource costs.
- MRW will also consider future market, political, and regulatory uncertainties, such as carbon pricing and amended state renewable portfolio standards that may affect resource planning decisions. MRW will project resource costs under a variety of market environments that simulate high, medium, and low annual hydro production, fuel and power prices, and market heat rates. Based on the above analysis MRW will present resource options that include costs and a discussion of the relative risk of each resource mix.
- Based on the above analysis, MRW will project portfolio options for DCE that include cost and a discussion of the relative risk of each respective option. MRW will work with DCE to recommend portfolios that strive to achieve minimal levels of risk relative to cost, consistent with DCE’s renewable and GHG goals.

#### **IRP Rulemaking Process**

Pursuant to Senate Bill 350 the CPUC established a new Rulemaking (R.16-02-007) addressing the Integrated Resource Planning requirements of the statute.

The “IRP” developed under this process may differ from a conventional utility IRP planning document. The IRP plans prepared for DCE will meet CPUC requirements, as well as provide a planning document and guide for DCE to follow.

The current proposed schedule requires DCE to submit its second IRP by July 1, 2020.

#### **Deliverables and Estimated Schedule**

Outlined below is a description of deliverables associated with developing an IRP for DCE and the estimated schedule for completing this work based on currently available draft requirements. Because Rulemaking (R.16-02-007) is ongoing, adjustments may be needed to comply with the final IRP requirements established by the CPUC. The DCE IRP will incorporate the adjustments necessary to comply with the Proposed Decision issued by the CPUC on February 21, 2020.

The IRP deliverable will be structured to meet the requirements established by the CPUC; however, incremental planning and analysis above what is required by the CPUC will be deferred and incorporated in subsequent updates of the IRP. TEA and MRW will work with DCE to appropriately scale the activities described below to meet this objective.

**1. Kickoff meeting.**

MRW Staff will attend a meeting with appropriate TEA and DCE staff to map out the management and responsibility paths and refine the scope and schedule for the IRPs, upon a schedule to be mutually determined by the Parties.

**2. Data Review.**

MRW will work with TEA and DCE to gather data concerning potential resources to include in the IRP, including, but not limited to: forecast load; potential DCE-supported feed in tariffs for small renewables; compensation and incentivization of net-energy-metered resources; incentivization of battery storage; locally-sited renewable resources; remote renewable resources, fossil and other non-RPS compliant resources; and other demand-side resources. Based on the cost and characteristics of the various resources, MRW will create a matrix of possible resources to be used in the IRP.

Estimated Completion Date: 4 weeks after kickoff meeting.

**3. Draft of IRP for Review.**

Based on the potential resources identified in Task 2, and in conjunction with TEA and DCE staff, MRW will draft an IRP. This draft will be reviewed by TEA and DCE staff and management.

Estimated Date: 4 to 8 weeks from the completion of Task 2.

**4. Working IRP for Planning.**

Based on the feedback from TEA and DCE, MRW will produce a “Working IRP” to serve as a guide for DCE’s procurement activities.

Estimated Date: 2 weeks from the receipt of TEA/DCE feedback in prior task.

**5. Monitoring of IRP Proceedings at the CPUC.**

MRW will monitor the ongoing IRP proceedings at the CPUC. MRW will provide periodic updates to TEA and DCE as to proceeding status and what the CPUC will be expecting/requiring with respect to the required IRP submissions.

Ongoing from kickoff meeting.

**6. Draft IRP for CPUC Submission.**

Based on the Working IRP and the requirements set by the CPUC, MRW will prepare the formal IRP for submission to the CPUC. The draft IRP will need to be completed prior to the July or August 2020 DCE Board meeting so it can be reviewed at a public meeting.

Estimated Date: September 1, 2020.

**Section 3. Compensation for Services Provided in Task Order 4.**

For each IRP completed, DCE shall pay TEA the following amounts as fees for the Services provided under Task Order 4:

Professional fees for this Task Order 4 are estimated to total \$50,000 (the “MRW Service Fees”), plus reasonable travel expenses, which will be billed on an hourly basis at the MRW professional rates and itemized on a monthly invoice as such Services are performed. TEA will provide DCE with an updated MRW Service Fee estimate as final IRP requirements are established through Rulemaking (R.16-02-007). TEA shall provide DCE such itemized invoices which reflect the amount and description of fees and expenses for Services performed. The MRW hourly rates for 2020 are as follows: \$299 for principals, \$297 for senior project managers, \$224 for senior associates, and \$155 for associates.

**Section 4. Pricing Assumptions.**

The MRW Service Fees defined in Section 3 of Task Order 4 include only the services and items expressly set forth in this Task Order 4. Unless otherwise agreed to by the Parties in an amendment to the Agreement or this Task Order 4, the cost of any additional deliverables provided by MRW for DCE shall be billed at the MRW hourly rates, plus any out-of-pocket costs incurred by MRW (without mark-up), provided, however, that such additional deliverables must be authorized in writing by DCE.

**Section 5. Definitions.**

Capitalized terms found in this Task Order 4 and not defined herein, shall have the meanings assigned to such terms in the RMA.

**Section 6. Notices Related to Task Order 4.**

All notice and other communications required under this Task Order 4 shall be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile, or email and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by facsimile or email, provided the original is concurrently sent by first class mail, registered or certified, postage-prepaid, and provided that notices received by facsimile or email after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service that renders a receipt on delivery (e.g. UPS, FedEx), (iv) on the third (3<sup>rd</sup>) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

If to DCE: Desert Community Energy  
73710 Fred Waring Drive, Suite 200  
Palm Desert, California 92260  
Attn: Tom Kirk, Executive Director  
E-mail: [tkirk@cvag.org](mailto:tkirk@cvag.org)

If to TEA: The Energy Authority, Inc.  
301 West Bay Street, Suite 2600  
Jacksonville, Florida 32202  
Attn: Daren L. Anderson  
E-Mail: [danderson@teainc.org](mailto:danderson@teainc.org)

**Section 7. Term and Termination of Task Order 4.****Section 7.1 Term of Task Order 4.**

This Task Order 4 shall become effective and Services provided under this Task Order 4 shall commence on the Effective Date of the Agreement and shall continue until terminated as provided in Section 7.2.

**Section 7.2 Termination.**

Either Party may terminate this Task Order 4 by providing at least thirty (30) days advance written notice of termination to the other Party. If this Task Order 4 is terminated under this Section, or terminated by mutual agreement of the Parties, DCE shall only be liable to TEA for the payment of any portion of the MRW Service Fees then due and owing TEA under this Task Order 4. Upon such payment, all other obligations of TEA shall be discharged and of no force or effect.

**Section 7.3 Consistency with RMA.**

The term of Task Order 4 shall not exceed the termination or expiration of the RMA.

**Section 8. Controlling Terms and Conditions.**

The provisions of this Task Order 4 are subject to the terms and conditions of the RMA between the Parties. If any provisions of this Task Order 4 conflict with any provisions in the RMA, the provisions of the RMA shall take precedence.

**Section 9. Expenses and Reimbursement.**

Reasonable, actual out-of-pocket expenses for travel and participation in on-site meetings, authorized by DCE, will be reimbursed in addition to the compensation outlined in this Task Order 4. Travel costs such as airfare, hotel, ground transportation, per diem or meals (hereinafter, "Expenses") will be billed in the amount incurred by MRW for actual out-of-pocket cost, without any additional mark-up. Any Expenses incurred shall be billed for the month in which the Expenses are incurred. Air travel will be

purchased at coach class fares, with advance purchase discounted tickets used when scheduling permits. Expense reports detailing all Expenses, along with receipts, will be presented to DCE for reimbursement.

## **Section 10. Billing and Payments Information.**

### **Section 10.1 Billing and Payments.**

TEA will bill DCE on a monthly basis for the amount of compensation owed pursuant to Section 3 of this Task Order 4, plus Expenses, if any. DCE shall pay each invoice for compensation related to Services under this Task Order 4 the later of thirty (30) days after receiving the invoice from TEA or the first business day of the following month. DCE will send payment as designated in Section 10.2, or as otherwise designated by TEA. For the first month of operations, and until funds are first received by DCE from SCE into the Lock Box Account, then TEA shall give DCE a grace period of an additional thirty (30) days for the payment of compensation by DCE. Billable hourly fees, if any, will be tracked and itemized for each month in which Services are performed under Task Order 4.

### **Section 10.2 Payment Information.**

Unless otherwise provided by TEA, DCE will send payment either via electronic funds transfer to TEA's bank account or via U.S. mail to:

The Energy Authority, Inc.  
301 W. Bay Street, Suite 2600  
Jacksonville, Florida 32202  
Attention: Lisa Bailey, Accounting

The Parties agree to cooperate to develop and supplement the procedures related to billing and payments for the orderly implementation of Sections 3 and 10 herein; provided, however, that nothing herein shall require either Party to agree to an amendment to the terms of those sections.

### **Section 10.3 DCE Failure to Pay.**

DCE's failure to make timely payments to TEA or fund amounts required in this Task Order 4 shall be considered a breach. In the event such breach is not cured within three (3) days following written notice by TEA, then DCE shall be in default (an "Event of Default"). Upon the occurrence of an Event of Default, TEA may, without waiving any other remedies:

- (a) Apply any revenues or payments received by TEA for the benefit of DCE from any third party, if any, towards the outstanding amount owed to TEA;
- (b) Apply any monies from security, including the Reserve Account or Lock Box Account, posted by DCE, towards the outstanding amount owed to TEA;
- (c) Defer collection or provide an extension of outstanding amounts owed to TEA; and/or
- (d) Terminate this Task Order 4 and all services provided for herein pursuant to the process outlined in RMA Section 25.2.

### **Section 10.4 Late Payments.**

Any payment that is not received by TEA under this Task Order 4, on or before the date required, shall incur a late fee, which shall be calculated by multiplying the total undisputed outstanding balance by the lesser of (i) the Interest Rate (as described in RMA Section 11.2), or (ii) the maximum rate allowable by state law (the "Late Fee") for the number of days which the balance remains outstanding.

**Section 11. Functions Performed by DCE.**

Unless otherwise mutually agreed to by the Parties, activities not expressly provided for herein are considered not within the scope of services for Task Order 4 and shall be performed by DCE or other third party, unless otherwise addressed in a separate Task Order.

**Section 12. Amendment.**

This Task Order 4 may only be amended by an instrument in writing signed by each Party's authorized representative.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Task Order 4 to be executed in their respective names by their respective duly authorized representatives as of the date written in the first paragraph of this Task Order 4.

**DESERT COMMUNITY ENERGY**

**THE ENERGY AUTHORITY, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tom Kirk

Name: Joanie C. Teofilo

Its: Executive Director

Its: President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **Item 6A**

### **Desert Community Energy Board May 22, 2020**



#### **Staff Report**

**Subject:** DCE Program Launch and Activities Updates

**Contact:** Katie Barrows, Director of Energy & Environmental Resources  
([kbarrows@cvaq.org](mailto:kbarrows@cvaq.org))

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**Recommendation:** Information Only.

**Palm Springs Launch:** The April 2020 enrollment of customers in Palm Springs has gone smoothly. The four notices that are required to be mailed out to Palm Springs customers 60 days before the April 1 launch date and 60 days after the launch date have all been mailed. The first pre-enrollment notices were mailed out on February 18<sup>th</sup>/20<sup>th</sup> and the second notices were mailed out March 2<sup>nd</sup>/4<sup>th</sup>. The first post-enrollment notice went out the week of April 13 and the final notice went out starting May 4. An example of the first customer notice is attached. All customer notices that have been mailed to date are available on the DCE website at: <https://desertcommunityenergy.org/about/notices/>. The Spanish version of all notices are also posted on the website.

As noted in April, a special notice was sent out by the City of Palm Springs during the first week of April. Given the impacts of COVID-19, this mailer responded to questions about DCE, and emphasized the option to choose Desert Saver and save over SCE's base rate. This notice also included a reminder about the CARE/FERA program for eligible customers.

Staff continues to work closely with Southern California Edison (SCE) and our consultants to ensure all milestones are met. Our data management/customer service team from Calpine is working with SCE to ensure that all enrollments are correct. There is also ongoing monitoring of the SCE billing to ensure that all DCE customers are billed correctly and that any errors are corrected promptly.

**COVID 19 and DCE:** As described in the April meeting update, the DCE team continues to monitor, evaluate and plan for both short-term and long-term impacts from COVID-19. In the short term, California's shelter-in-place requirements has led to decreased weekday demand and weekend demand for electricity across the state. DCE's scheduled load in the California energy market has been adjusted by TEA to match this change in customer behavior based on the best data available for the evolving situation. The staff report for item 6D on the DCE budget notes that the reduction in load during California's continuing shelter-in-place requirement will affect DCE's revenues as well as its costs. An additional consideration that DCE staff is monitoring closely is revenue loss due to possible increases in customer non-payments. SCE has held several conference calls with DCE and other CCAs to discuss the impacts of suspending service disconnections for nonpayment and waiving late fees. These discussions include explanations on how revenues will be distributed when not all customers are able to pay their bills. DCE staff and our consultant team continues to monitor and plan for these changes as more data becomes available. Staff will continue to provide updates and identify potential future actions as the situation evolves and our understanding of impacts develops.

**Business Customers & Key Stakeholders:** The outreach team is following up with large commercial customers to provide analysis of the bill savings they would see with Desert Saver upon request, answering their questions, and offering assistance as needed. With the economic impacts resulting from COVID-19, this effort has expanded to all businesses. A mailer specifically designed for businesses was mailed out on April 13. This mailer focuses on the option to opt down to the Desert Saver plan, which gives them a discount compared to the base rate they are paying SCE now. The mailer includes instructions on how to opt down by phone or online. It also refers to the bill relief program that SCE has implemented and provides a link to other resources that can help businesses in these challenging times.

**Community Outreach:** Outreach efforts continue to focus on social media, phone calls, and email notices to key stakeholders. The customer service center noted an increase in the calls from customers asking questions; this is a positive way that we can ensure customers get the information they need. Ongoing DCE outreach activities continue to include targeted social media, SunLine bus shelter ads, ads on Spanish-speaking radio, and videos in both English and Spanish. Our outreach team maintains an active presence on social media and is monitoring comments from the public. Regular posts on Facebook and other social media include responses to questions, reminders about the lower cost Desert Saver plan, and benefits of Community Choice Energy. Activities of the Community Advisory Committee and Palm Springs Working Group are described in item 7B.

**Opt-down and Opt-out Status:** The following table shows the statistics for calls to the DCE customer service center and opt-out and opt-down rates as of May 10, 2020. There have been 2,228 total opt-outs or 5.49% of total eligible customers. As of May 10, 1,470 customers have opted down to Desert Saver, or 3.62% to date. Calpine has indicated that the typical pattern for CCAs is that the highest volume of opt outs are seen within the first 60 days prior to launch. The “Weekly Opt-Outs” row in the table shows this pattern with declining opt outs since April 12. It is also typical for opt-outs to increase 30 to 60 days post launch, aligning with customers receiving their first bills. Calpine has also indicated that the level of opt-outs is in line with what they would expect, especially given the challenging times. The budget presented in Item 6D of today’s agenda reflects assumptions that 8% of customers will opt-out and 5% will opt-down.

Of the customers who have opted down to date, 46 are enrolled in CARE and 13 are Medical Baseline customers. Of those who opted-out, 195 are CARE customers, 1 is a FERA customer, and 65 are medical baseline customers. Our outreach continues to remind these customers that if they stay with DCE and opt down to Desert Saver, they will save money over what they currently pay SCE. They can easily opt back in to DCE at this time if they choose to do so.

Table 1. Summary of customer actions including calls to DCE customer service, opt-outs, and opt-downs

Stats by Week	4/12/2020	4/19/2020	4/26/2020	5/3/2020	5/10/2020	Total
Total Calls	581	449	330	262	250	3290
Total Calls Connected to Agents	249	217	158	116	135	1508
Average Seconds to Answer	0:00:24	0:00:16	0:00:14	0:00:19	0:00:15	
Average Call Duration	0:07:42	0:06:49	0:06:42	0:07:22	0:08:09	
Total Eligible Customers	40,618	40,618	40,618	40,618	40,618	40,618
Weekly Opt-Outs	348	322	164	155	127	2,228
Opt-Out Percentage	0.86%	0.79%	0.40%	0.38%	0.31%	5.49%
Total Opt-Down	308	254	260	155	140	1,470
Opt-Down Percentage	0.76%	0.63%	0.64%	0.38%	0.34%	3.62%
Total Opt-Up (from Desert Saver)	1	0	0	0	1	3
Opt-Up Percentage	0.00%	0.00%	0.00%	0.00%	0.00%	0.01%



Some of the reasons given for opting out include concerns about government-run power agency (121), dislike being automatically enrolled (548), rate or cost concerns (752), and no reason given (430).

**Solar Customers and Vendor Outreach:** Enrollment of customers with rooftop or other solar in DCE and the Net Energy Metering program started on May 1, 2020. NEM customers will receive a total of five mailed notices. The first pre-enrollment notices went out the first week of March and notice #2 was mailed the first week of April. NEM customers also received a courtesy letter in later March that gives them more details about the NEM program. A workshop for solar vendors was held on March 12<sup>th</sup> at CVAG to explain how DCE works and what their solar customers can expect with the NEM program. The first of two post-enrollment notices to solar/NEM customers will go out the week of May 18 and the second notice in June. Additional information about NEM is being added to the website and a NEM fact sheet will be published on the website and distributed to solar vendors.

**Fiscal Analysis:** No fiscal impact.

# Doing Our Part to **SAVE the PLANET**



431 South Palm Canyon Drive, Suite 206  
Palm Springs, CA 92262



## Abbreviated Terms & Conditions\*

### PROGRAM ENROLLMENT

Desert Community Energy (DCE) was set up as a joint powers authority by Palm Springs, Cathedral City and Palm Desert. DCE will start serving customers in Palm Springs in early April 2020 and will be the default electric generation service provider for that city. Accounts within DCE's service area in the City of Palm Springs are automatically enrolled in the Carbon Free plan unless the account holder chooses to opt down to the Desert Saver plan or to opt out and remain with SCE's bundled service.

### RATES & FINANCIAL ASSISTANCE PROGRAMS

DCE electric generation rates are managed by DCE's Board of Directors to provide cleaner, competitively priced electricity. Any changes to rates will be adopted at public meetings of the DCE Board. Financial assistance programs including CARE (California Alternate Rates for Energy), FERA (Family Electric Rate Assistance) and Medical Baseline Allowance remain the same with DCE, in most cases. For more information on how you can save up to 30% on your energy bill, call (760) 469-9284 or email [utilitydiscount@lifttorise.org](mailto:utilitydiscount@lifttorise.org)

### DESERT SAVER ENROLLMENT

DCE account holders can choose at any time to opt down to Desert Saver electricity service which will be billed at a rate that is competitive with SCE's current standard rates. CARE/FERA/Medical Baseline customers will receive 100% carbon-free electricity but will be billed at the lower cost Desert Saver rate, an additional savings compared to SCE's base rate. It is not necessary for CARE/FERA/Medical Baseline customers to opt down.

### BILLING

DCE account holders will continue to receive a single monthly bill from SCE that includes all electricity related charges, including DCE's electric generation charge. SCE will continue to charge for transmission, distribution, public goods programs and other non-generation charges at the same rate it charges customers who do not receive DCE service.

### OPT OUT

Account holders may opt out of DCE electric generation service by calling toll free (855) 357-9240 or at [DesertCommunityEnergy.org](http://DesertCommunityEnergy.org). DCE does not charge a fee to opt out at any time. If you opt out of DCE electric generation service within 60 days of enrollment, you will be placed back on your current rate with SCE. If you opt out of DCE service after that 60-day period, you will be placed on SCE's transitional rate. For more information about SCE's transitional rate, please go to [sce.com](http://sce.com).

*\*Full Terms & Conditions can be found at [DesertCommunityEnergy.org](http://DesertCommunityEnergy.org)*





# Introducing **Desert Community Energy** Doing Our Part to **SAVE** the **PLANET**



## What is Desert Community Energy?

Desert Community Energy (DCE) is your locally controlled electricity provider set up by the cities of Palm Springs, Cathedral City and Palm Desert to bring you energy from renewable and carbon-free sources. DCE is here to serve you, offering clean energy at competitive rates. DCE is governed by a Board of Directors composed of an elected official from all 3 participating cities. The City of Palm Springs will be the first to start serving customers beginning in April 2020. Service to Net Energy Metering (NEM), or solar, customers will begin in May 2020.

## How does it work?

The concept behind Desert Community Energy is simple. We purchase electricity on behalf of the residents and businesses enrolled in the program. Southern California Edison (SCE) delivers your electricity and maintains the lines as it always has and you still get a single monthly bill from SCE.



## How do I enroll?

You don't have to. You will automatically be enrolled in our **Carbon Free** plan. This energy is the best way to reduce your carbon footprint and help with our climate crisis because it is 100% carbon-free and 50% renewable. You also may opt down to our Desert Saver plan which provides significantly less green energy than our Carbon Free plan at a lower cost.

## What are my choices?



**CARBON FREE**

**100% carbon-free & 50% renewable** - Will be less expensive than SCE's green rate, but will be at a premium (about 10%) compared to SCE's base rate. The Carbon Free plan will provide significantly cleaner energy to save the planet. You may also opt down to our Desert Saver plan.



**DESERT SAVER**

**Compared to SCE, the Desert Saver plan is your lower cost choice.**

You may also choose to opt out of both plans and keep SCE as your provider.

## What are the benefits of DCE?

**Cleaner Power** - You will be doing your part to save our planet and reduce greenhouse gases. The City of Palm Springs will enroll the entire city at 100% carbon-free, reducing its carbon footprint by 118,500 metric tons, or 27%.

**No single action by the City of Palm Springs could reduce emissions this much. It would be like replacing all cars in the city with bicycles!**

**Local Control** - Our elected board members will set rates.

**Local Economic Benefits** - Rather than paying shareholders DCE will invest in keeping rates and operating costs low, investing in local projects, jobs and fighting climate change.

**Choice** - Now, you'll have a choice about where to buy electricity.

*Financial assistance programs including CARE (California Alternate Rates for Energy), FERA (Family Electric Rate Assistance) and Medical Baseline Allowance remain the same with DCE, in most cases. For more information on how you can save up to 30% on your energy bill, call 760-469-9284 or email [utilitydiscount@lifttorise.org](mailto:utilitydiscount@lifttorise.org)*

*Para programas de asistencia financiera, puede llamar al 760-469-9284 o para obtener información adicional, [DesertCommunityEnergy.org/espanol](http://DesertCommunityEnergy.org/espanol)*

*For additional information, please visit [DesertCommunityEnergy.org](http://DesertCommunityEnergy.org) or call (855) 357-9240*



## ITEM 6B

### Desert Community Energy Board May 22, 2020



#### STAFF REPORT

**Subject:** Update Selected 100% Carbon Free Generation Rates for Desert Community Energy

**Contact:** Jeff Fuller, The Energy Authority ([jfuller@teainc.org](mailto:jfuller@teainc.org))

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**Recommendation:** Adopt Resolution 2020-04 approving an updated Desert Community Energy retail generation rate schedule for selected 100% Carbon Free rates, effective April 13, 2020.

**Background:** At the January 13, 2020 meeting, the DCE Board set rates for 2020, in preparation for the April 2020 launch in Palm Springs. At the February 11 meeting, the Board adopted a revised rate schedule to incorporate a subsidy for CARE/FERA and Medical Baseline customers providing them the 100% Carbon Free product at the lower cost Desert Saver. The Board discussed various rate options and approved a rate schedule which set rates for the Desert Saver basic plan at a 0.5% discount on the total bill compared with SCE's default rate. The Board also set rates for DCE's 100% Carbon Free plan at an average total bill premium of 9.8% compared to SCE's base rate. At the April 20 meeting, as a result of a rate change by Southern California Edison (SCE) which was effective as of April 13, 2020, the Board adjusted five outside lighting rates in order to continue to provide customers the intended bill reduction under the Desert Saver product alternative. For these rates, the generation rate difference of 1% results in a total bill savings of at least 0.5% under the Desert Saver plan. SCE's April 13 rate changes resulted in other rate classes continuing to meet, or exceed, the 0.5% total bill savings target set by DCE's Board. DCE rates parallel SCE's rate structure to lessen customer confusion such that each SCE generation rate is adjusted by a fixed percentage. Today, staff is recommending another rate adjustment to ensure that DCE's Carbon Free product is less than the comparable SCE Green Rate.

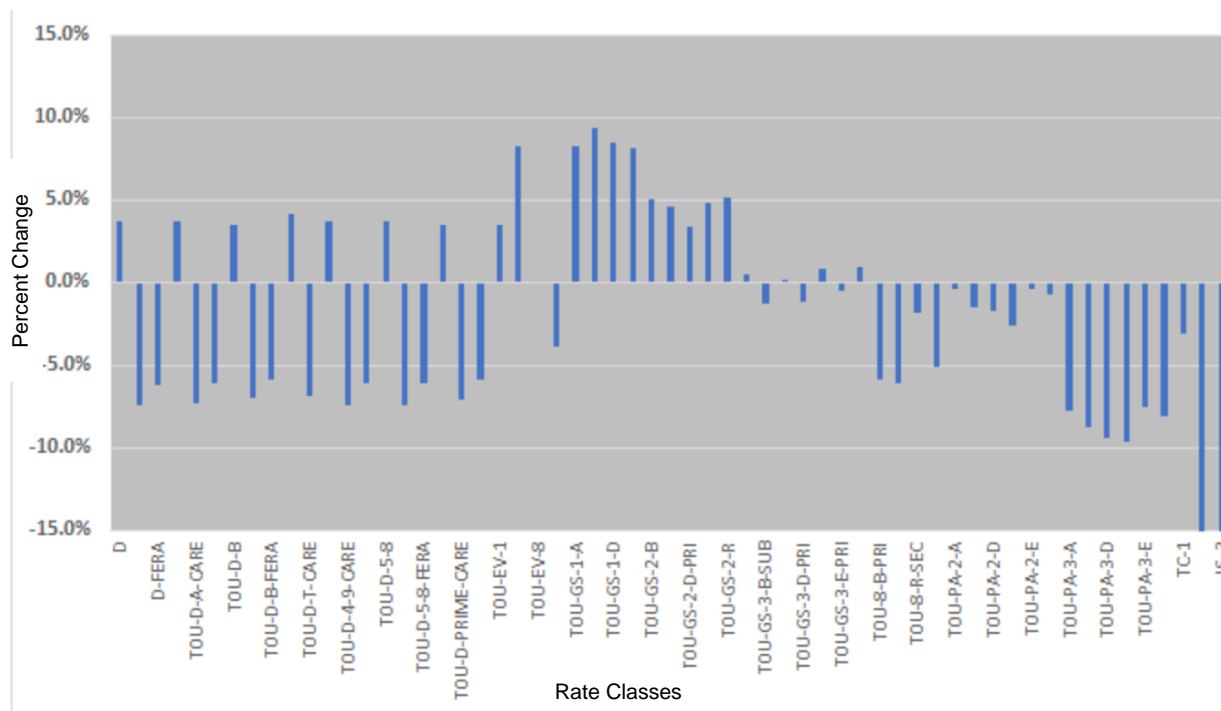
As noted in April, DCE staff and consultants are currently working with SCE on a Joint Rate Comparison as required of CCAs. As part of this process, SCE recently provided additional rate detail on the SCE Green Rate. SCE has reduced their 100% renewable Green Rate such that for some rate classes, the equivalent SCE Green Rate is below the DCE Carbon Free rate. This change primarily affects residential ("D" and "TOU-D"), small and medium commercial ("TOU-GS-1", "TOU-GS-2") rate classes. Some large commercial rates ("TOU-GS-3") are also impacted to a much lesser extent. Figure 1 shows the amount that DCE's Carbon Free rate would exceed the SCE Green Rate for the total bill. For residential rates Carbon Free would be 3% to 5% more than SCE's reduced Green Rate. Small commercial rates are nearly 10% more than SCE's Green Rate, and medium commercial rates are approximately 5% less than the equivalent SCE Green Rate. Agricultural and most large commercial rates enrolled in Carbon Free, shown on the right side of Figure 1, would still be below SCE's Green Rate.

To adjust rates so the DCE's Carbon Free product continues to be less than SCE's Green Rate, staff recommends that the DCE Board adopt the attached rate schedule. This rate schedule includes only the rate classes that are impacted by SCE's decreased Green Rate. All other rates would remain the same as those adopted at the April 2020 DCE meeting. Carbon Free rates have been updated to yield a 1.0% savings on the total bill for the rate schedules shown, including GS-

1 for small commercial customers. For reference, SCE's current 100% renewable GS-1 rate is 1.4% lower than SCE's base GS-1 rate.

The effect of this proposed rate adjustment is that customers who were enrolled with the 100% Carbon Free product will continue to experience savings on their total bill when compared to SCE's comparable Green Rate product. Residential customers enrolled with DCE's Carbon Free product will now pay an approximately 2.5% premium relative to SCE's base product. The average premium relative to SCE's base product for all customer classes will now average slightly less than 4%.

Figure 1. Southern California Edison Green Rates (100% Renewable) Compared With DCE 100% Carbon Free as of April 13, 2020



The Joint Rate Comparison will present tables comparing SCE and DCE base rates and green rates as of April 13<sup>th</sup>. DCE, and all load serving entities, are required to post updated rates on their website within 60 days of a rate change. With rate changes effective April 13, DCE will need to post all rate changes in a Joint Rate Comparison by June 13, 2020. SCE will post the same Joint Rate Comparison to their website by June 13 as well. SCE and DCE are currently preparing a Joint Rate Comparison mailer that is required to be sent to all Palm Springs customers, postmarked on or before July 1, 1020. The rates adopted in today's action will be used in that comparison and will allow DCE to continue to have rates that are less than SCE for the 100% Carbon Free product.

While the proposed rate adjustment is necessary, it must be emphasized that these rates are expected to be in existence for a short period of time, perhaps several months. The adjustment will maintain the target DCE's Board has to keep rates competitive or below SCE's rates for comparable products. The proposed action will result in a minimum 1.0% savings for Carbon Free customers which is a larger discount than was adopted by the Board in previous rate setting actions. In the challenging economic times associated with the COVID-19 pandemic, this change will provide some additional relief to customers. However, due to anticipated increase in the exit

fee, or Power Charge Indifference Adjustment (PCIA) and additional rate adjustments by SCE expected in July 2020 or after, an additional DCE rate adjustment is expected. It is critical to DCE's overall financial health (and the budget presented in this agenda packet as Item 6D) that the Board be prepared to adjust the rates again this summer at which time a rate increase may be necessary. Based on current projections, a potential summer rate increase by the DCE Board would maintain an average 12% premium for the Carbon Free product.

Staff recommends the Board approve the revised Desert Community Energy retail generation rate schedule by adopting Resolution 2020-04. Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

**Fiscal Analysis:** The proposed rate adjustment will continue DCE on a path toward sound fiscal health, but this rate change is not sustainable. The rate change proposed today is reflected in the budget presented for the Board's review as Item 6D. Adjustments will be reflected in the final budget which will be presented for Board consideration and adoption in June 2020.

**Attachments:**

1. Resolution 2020-04 for Desert Community Choice
2. Updated Rate Schedule.

## **RESOLUTION NO. 2020-04**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT COMMUNITY ENERGY APPROVING CUSTOMER GENERATION RATES**

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

**WHEREAS**, Desert Community Energy (DCE) was formed on October 30, 2017 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in the Coachella Valley; and

**WHEREAS**, the Desert Community Energy (DCE) Implementation Plan was certified by the California Public Utilities Commission on March 9, 2018; and

**WHEREAS**, the Board of Directors directed staff to procure power supply for DCE's customer load using the maximum renewable and carbon free resource mix while keeping the DCE's customer generation rates below Southern California Edison's ("SCE") generation rates.

**WHEREAS**, it is necessary to establish power generation rates for customers of DCE; and

**WHEREAS**, there have been changes in the incumbent utilities rate structure that will impact the rates previously adopted by DCE and these changes have resulted in a re-evaluation of the DCE rates to preserve the target cost savings for DCE ratepayers; and

**WHEREAS**, the rates are set sufficient to cover the operating costs of DCE including the establishment and maintenance of sufficient financial reserves.

**NOW THEREFORE**, the Board of Directors ("Board") of Desert Community Energy does hereby resolve, determine, and order as follows:

1. The Board has determined that the recitals herein are true and correct.
2. The proposed rate schedule as presented in Attachment 2 is hereby adopted, effective April 13, 2020.

**PASSED, APPROVED, AND ADOPTED** this 22<sup>nd</sup> day of May 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Geoff Kors  
Chair  
Desert Community Energy

Attest:

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Tom Kirk  
Secretary  
Desert Community Energy



Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

Desert Community Energy 2020 Rate Schedule					
Residential Rates (kWh)					
Utility Tariff / Rate Schedule	CCA Rate Name	Season	Charge Type	Time of Use Period	100% Carbon Free
DOMESTIC, D-APS, D-APSE, DE, DE-FERA-SDP, DE-SDP, DE-SDP-O, D-FERA, D-FERA-SDP, D-FERA-SDP-O, DM, DMS-1, DMS-2, D-S, D-SDP, D-SDP-O	DOMESTIC	All	Generation	Total	0.07743
D-CARE, D-CARE-APS, D-CARE-APS-E, D-CARE-SDP, D-CARE-SDP-O, TOU-D-T-CARE, D-S-CARE	DOMESTIC CARE	All	Generation	Total	0.06815
TOU-D-4, TOU-D-4-SDP, TOU-D-4-SDP-O, TD-4-C-SDP	TOU-D-4	Summer	Generation	On-Peak	0.16396
	TOU-D-4	Summer	Generation	Mid-Peak	0.08601
	TOU-D-4	Summer	Generation	Off-Peak	0.05613
	TOU-D-4	Winter	Generation	Mid-Peak	0.10951
	TOU-D-4	Winter	Generation	Off-Peak	0.06965
	TOU-D-4	Winter	Generation	Super Off-Peak	0.05027
TOU-D-5, TOU-D-5-SDP, TOU-D-5-SDPO	TOU-D-5	Summer	Generation	On-Peak	0.26014
	TOU-D-5	Summer	Generation	Mid-Peak	0.12990
	TOU-D-5	Summer	Generation	Off-Peak	0.04908
	TOU-D-5	Winter	Generation	Mid-Peak	0.16424
	TOU-D-5	Winter	Generation	Off-Peak	0.06796
	TOU-D-5	Winter	Generation	Super Off-Peak	0.04353
TD-A-C-SDP, TOU-D-A, TOU-D-A-C, TOU-D-A-SDP, TOU-D-A-SDPO, TOU-DE-A, TOU-DE-A-SDP	TOU-D-A	Summer	Generation	On-Peak	0.22637
	TOU-D-A	Summer	Generation	Off-Peak	0.06206
	TOU-D-A	Summer	Generation	Super Off-Peak	0.04267
	TOU-D-A	Winter	Generation	On-Peak	0.12421
	TOU-D-A	Winter	Generation	Off-Peak	0.05096
	TOU-D-A	Winter	Generation	Super Off-Peak	0.04375

Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

Utility Tariff / Rate Schedule	CCA Rate Name	Season	Charge Type	Time of Use Period	100% Carbon Free
TOU-D-B, TOU-D-B-C, TOU-D-B-SDP, TOU-D-B-SDP-O, TOU-DE-B, TOU-DE-B-SDP, TD-B-C-SDP, TOU-D-P-SDP, TD-B-C-SO	TOU-D-B	Summer	Generation	On-Peak	0.34340
	TOU-D-B	Summer	Generation	Off-Peak	0.06206
	TOU-D-B	Summer	Generation	Super Off-Peak	0.01515
	TOU-D-B	Winter	Generation	On-Peak	0.09790
	TOU-D-B	Winter	Generation	Off-Peak	0.05096
	TOU-D-B	Winter	Generation	Super Off-Peak	0.01578
TOU-D-PRIME, TOU-D-P-SDP	TOU-D-PRIME	Summer	Generation	On-Peak	0.22596
	TOU-D-PRIME	Summer	Generation	Off-Peak	0.10367
	TOU-D-PRIME	Summer	Generation	Super Off-Peak	0.03567
	TOU-D-PRIME	Winter	Generation	Mid-Peak	0.18759
	TOU-D-PRIME	Winter	Generation	Off-Peak	0.03120
	TOU-D-PRIME	Winter	Generation	Super Off-Peak	0.03120
TOU-D-P-C	TOU-D-P-CARE	Summer	Generation	On-Peak	0.20915
	TOU-D-P-CARE	Summer	Generation	Mid-Peak	0.09307
	TOU-D-P-CARE	Summer	Generation	Off-Peak	0.02852
	TOU-D-P-CARE	Winter	Generation	Mid-Peak	0.17272
	TOU-D-P-CARE	Winter	Generation	Off-Peak	0.02426
	TOU-D-P-CARE	Winter	Generation	Super Off-Peak	0.02426
TOU-D-T, TOU-D-T-CARE, TOU-DT-C-SDP	TOU-D-T	Summer	Generation	On-Peak	0.11215
	TOU-D-T	Summer	Generation	Off-Peak	0.09983
	TOU-D-T	Winter	Generation	On-Peak	0.06859
	TOU-D-T	Winter	Generation	Off-Peak	0.06024
TOU-EV-1	TOU-EV-1	Summer	Generation	On-Peak	0.22278
	TOU-EV-1	Summer	Generation	Off-Peak	0.01327
	TOU-EV-1	Winter	Generation	On-Peak	0.07995
	TOU-EV-1	Winter	Generation	Off-Peak	0.02084

Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

DCE Commercial Rates (kWh)					
Utility Tariff / Rate Schedule	CCA Rate Name	Season	Charge Type	Time of Use Period	100% Carbon Free
TOU-EV-7-E	TOU-EV-7-E	Summer	Generation	On-Peak	0.23432
	TOU-EV-7-E	Summer	Generation	Mid-Peak	0.11632
	TOU-EV-7-E	Summer	Generation	Off-Peak	0.07696
	TOU-EV-7-E	Winter	Generation	On-Peak	0.13740
	TOU-EV-7-E	Winter	Generation	Mid-Peak	0.06849
	TOU-EV-7-E	Winter	Generation	Off-Peak	0.02989
TOU-GS1A, TOU-GS1A-AE, TOU-GS1A-AEC, TOU-GS1A-C	TOU-GS-1-A	Summer	Generation	On-Peak	0.10945
	TOU-GS-1-A	Summer	Generation	Mid-Peak	0.10147
	TOU-GS-1-A	Summer	Generation	Off-Peak	0.09670
	TOU-GS-1-A	Winter	Generation	Mid-Peak	0.06151
	TOU-GS-1-A	Winter	Generation	Off-Peak	0.05356
TOU-GS-1-B	TOU-GS-1-B	Summer	Generation	On-Peak	0.04812
	TOU-GS-1-B	Summer	Generation	Mid-Peak	0.04399
	TOU-GS-1-B	Summer	Generation	Off-Peak	0.04152
	TOU-GS-1-B	Summer	Demand	On-Peak	10.4900
	TOU-GS-1-B	Summer	Demand	Mid-Peak	3.33000
	TOU-GS-1-B	Winter	Generation	Mid-Peak	0.06151
	TOU-GS-1-B	Winter	Generation	Off-Peak	0.05356
TOU-GS-1-E	TOU-GS-1-E	Summer	Generation	On-Peak	0.28491
	TOU-GS-1-E	Summer	Generation	Mid-Peak	0.10290
	TOU-GS-1-E	Summer	Generation	Off-Peak	0.05864
	TOU-GS-1-E	Winter	Generation	Mid-Peak	0.12188
	TOU-GS-1-E	Winter	Generation	Off-Peak	0.04919
	TOU-GS-1-E	Winter	Generation	Super Off-Peak	0.02506
TOU-GS-1-D	TOU-GS-1-D	Summer	Generation	On-Peak	0.07311
	TOU-GS-1-D	Summer	Generation	Mid-Peak	0.06456
	TOU-GS-1-D	Summer	Generation	Off-Peak	0.03567
	TOU-GS-1-D	Summer	Demand	On-Peak	14.1100
	TOU-GS-1-D	Winter	Generation	Mid-Peak	0.06793
	TOU-GS-1-D	Winter	Generation	Off-Peak	0.04342
	TOU-GS-1-D	Winter	Generation	Super Off-Peak	0.02827
	TOU-GS-1-D	Winter	Demand	Weekdays (4-9 pm)	3.28000

Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

TOU-GS-2-B	TOU-GS-2-B	Summer	Generation	On-Peak	0.05161
	TOU-GS-2-B	Summer	Generation	Mid-Peak	0.04723
	TOU-GS-2-B	Summer	Generation	Off-Peak	0.04462
	TOU-GS-2-B	Summer	Demand	On-Peak	14.3400
	TOU-GS-2-B	Summer	Demand	Mid-Peak	4.76000
	TOU-GS-2-B	Winter	Generation	Mid-Peak	0.06658
	TOU-GS-2-B	Winter	Generation	Off-Peak	0.03479
TOU-GS-2-E	TOU-GS-2-E	Summer	Generation	On-Peak	0.34687
	TOU-GS-2-E	Summer	Generation	Mid-Peak	0.06881
	TOU-GS-2-E	Summer	Generation	Off-Peak	0.03837
	TOU-GS-2-E	Summer	Demand	On-Peak	4.48000
	TOU-GS-2-E	Winter	Generation	Mid-Peak	0.09919
	TOU-GS-2-E	Winter	Generation	Off-Peak	0.04418
	TOU-GS-2-E	Winter	Generation	Super Off-Peak	0.02177
	TOU-GS-2-E	Winter	Demand	Weekdays (4-9 pm)	0.87000

Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

Utility Tariff / Rate Schedule	CCA Rate Name	Season	Charge Type	Time of Use Period	100% Carbon Free
TOU-GS-2-R, TOU-GS-2-R-AE	TOU-GS-2-R	Summer	Generation	On-Peak	0.22782
	TOU-GS-2-R	Summer	Generation	Mid-Peak	0.09656
	TOU-GS-2-R	Summer	Generation	Off-Peak	0.04462
	TOU-GS-2-R	Winter	Generation	Mid-Peak	0.06658
	TOU-GS-2-R	Winter	Generation	Off-Peak	0.03479
TOU-GS-2-D	TOU-GS-2-D	Summer	Generation	On-Peak	0.07848
	TOU-GS-2-D	Summer	Generation	Mid-Peak	0.06874
	TOU-GS-2-D	Summer	Generation	Off-Peak	0.03830
	TOU-GS-2-D	Summer	Demand	On-Peak	20.4200
	TOU-GS-2-D	Winter	Generation	Mid-Peak	0.05604
	TOU-GS-2-D	Winter	Generation	Off-Peak	0.04410
	TOU-GS-2-D	Winter	Generation	Super Off-Peak	0.02170
	TOU-GS-2-D	Winter	Demand	Weekdays (4-9 pm)	4.14000
TOU-GS-2-PRI-D	TOU-GS-2-PRI-D	Summer	Generation	On-Peak	0.07758
	TOU-GS-2-PRI-D	Summer	Generation	Mid-Peak	0.06784
	TOU-GS-2-PRI-D	Summer	Generation	Off-Peak	0.03739
	TOU-GS-2-PRI-D	Summer	Demand	On-Peak	20.2700
	TOU-GS-2-PRI-D	Winter	Generation	Mid-Peak	0.05513
	TOU-GS-2-PRI-D	Winter	Generation	Off-Peak	0.04320
	TOU-GS-2-PRI-D	Winter	Generation	Super Off-Peak	0.02079
	TOU-GS-2-PRI-D	Winter	Demand	Weekdays (4-9 pm)	3.98000
TOU-GS-3-E	TOU-GS-3-E	Summer	Generation	On-Peak	0.34070
	TOU-GS-3-E	Summer	Generation	Mid-Peak	0.07288
	TOU-GS-3-E	Summer	Generation	Off-Peak	0.04199
	TOU-GS-3-E	Summer	Demand	On-Peak	4.75000
	TOU-GS-3-E	Winter	Generation	Mid-Peak	0.09749
	TOU-GS-3-E	Winter	Generation	Off-Peak	0.04806
	TOU-GS-3-E	Winter	Generation	Super Off-Peak	0.02464
	TOU-GS-3-E	Winter	Demand	Weekdays (4-9 pm)	0.83000
TOU-GS-3-PRI-E	TOU-GS-3-PRI-E	Summer	Generation	On-Peak	0.33936
	TOU-GS-3-PRI-E	Summer	Generation	Mid-Peak	0.07154
	TOU-GS-3-PRI-E	Summer	Generation	Off-Peak	0.04065
	TOU-GS-3-PRI-E	Summer	Demand	On-Peak	4.72000
	TOU-GS-3-PRI-E	Winter	Generation	Mid-Peak	0.09615
	TOU-GS-3-PRI-E	Winter	Generation	Off-Peak	0.04672
	TOU-GS-3-PRI-E	Winter	Generation	Super Off-Peak	0.02329
	TOU-GS-3-PRI-E	Winter	Demand	Weekdays (4-9 pm)	0.80000

Please note that only the 100% Carbon Free rate classes (utility tariffs) that are recommended for adjustment are shown.

Utility Tariff / Rate Schedule	CCA Rate Name	Season	Charge Type	Time of Use Period	100% Carbon Free
TOU-GS-3-R,TOU-GS-3-A	TOU-GS-3-R	Summer	Generation	On-Peak	0.22359
	TOU-GS-3-R	Summer	Generation	Mid-Peak	0.09512
	TOU-GS-3-R	Summer	Generation	Off-Peak	0.04783
	TOU-GS-3-R	Winter	Generation	Mid-Peak	0.06505
	TOU-GS-3-R	Winter	Generation	Off-Peak	0.03815
TOU-GS-3-D,TOU-GS-3-D-CPP	TOU-GS-3-D	Summer	Generation	On-Peak	0.08289
	TOU-GS-3-D	Summer	Generation	Mid-Peak	0.07280
	TOU-GS-3-D	Summer	Generation	Off-Peak	0.04191
	TOU-GS-3-D	Summer	Demand	On-Peak	21.6600
	TOU-GS-3-D	Winter	Generation	Mid-Peak	0.06048
	TOU-GS-3-D	Winter	Generation	Off-Peak	0.04798
	TOU-GS-3-D	Winter	Generation	Super Off-Peak	0.02456
	TOU-GS-3-D	Winter	Demand	Weekdays (4-9 pm)	3.94000
TOU-GS-3-PRI-D	TOU-GS-3-PRI-D	Summer	Generation	On-Peak	0.08188
	TOU-GS-3-PRI-D	Summer	Generation	Mid-Peak	0.07180
	TOU-GS-3-PRI-D	Summer	Generation	Off-Peak	0.04091
	TOU-GS-3-PRI-D	Summer	Demand	On-Peak	21.4900
	TOU-GS-3-PRI-D	Winter	Generation	Mid-Peak	0.05948
	TOU-GS-3-PRI-D	Winter	Generation	Off-Peak	0.04698
	TOU-GS-3-PRI-D	Winter	Generation	Super Off-Peak	0.02355
	TOU-GS-3-PRI-D	Winter	Demand	Weekdays (4-9 pm)	3.77000
TOU-GS-3-B	TOU-GS-3-B	Summer	Generation	On-Peak	0.05506
	TOU-GS-3-B	Summer	Generation	Mid-Peak	0.05043
	TOU-GS-3-B	Summer	Generation	Off-Peak	0.04783
	TOU-GS-3-B	Winter	Generation	Mid-Peak	0.06505
	TOU-GS-3-B	Winter	Generation	Off-Peak	0.03815
	TOU-GS-3-B	Summer	Demand	On-Peak	14.4600
	TOU-GS-3-B	Summer	Demand	Mid-Peak	4.81000
TOU-GS-3-SUB-B	TOU-GS-3-SUB-B	Summer	Generation	On-Peak	0.05285
	TOU-GS-3-SUB-B	Summer	Generation	Mid-Peak	0.04822
	TOU-GS-3-SUB-B	Summer	Generation	Off-Peak	0.04561
	TOU-GS-3-SUB-B	Summer	Demand	On-Peak	13.9100
	TOU-GS-3-SUB-B	Winter	Generation	Mid-Peak	0.06284
	TOU-GS-3-SUB-B	Winter	Generation	Off-Peak	0.03594
	TOU-GS-3-SUB-B	Summer	Demand	Mid-Peak	4.26000

## ITEM 6C

### Desert Community Energy Board May 22, 2020



#### STAFF REPORT

**Subject:** Desert Community Energy Long Term Renewable Request for Offers

**Contact:** Jaclyn Harr, The Energy Authority

**Recommendation:** Approve the release of DCE's 2020 Long Term Renewable Request for Offers (RFO) and authorize the Executive Director to make non-substantive changes to the RFO in consultation with legal counsel and modify the schedule as necessary.

**Background:** DCE, like other California load-serving entities including CCAs and Investor Owned Utilities, is required by SB 350 (de Leon, 2015, the "Clean Energy and Pollution Reduction Act") to procure at least 65% of its required Renewable Portfolio Standard (RPS) energy under long-term contracts starting with California's fourth RPS compliance period (2021-2024). At this time none of DCE's contracted portfolio meets this long-term contract requirement.

Table 1 shows how DCE's load, its RPS requirement under SB 100 (de Leon, 2018, the "100 Percent Clean Energy Act of 2018"), and its RPS power required to be under long-term contracts under SB 350 are expected to change over the next seven years:

**Table 1. Renewable Portfolio Standard Requirements by Year**

	2021	2022	2023	2024	2025	2026	2027
<b>RPS Requirement per SB100 as % of total portfolio</b>	35%	36%	38%	40%	42%	43%	45%
<b>Long term RPS contracts required per SB 350 as % of total portfolio</b>	23%	24%	25%	26%	27%	28%	29%
<b>DCE projected retail sales (GWh)*</b>	566	582	582	582	582	582	582
<b>RPS power required to be under long-term contracts (GWh)</b>	128	138	144	150	157	163	170

\* Source: DCE load forecast by TEA. These projected load values are used here for general indicative purposes.

#### ***Renewable Request For Offers Form and Other Materials:***

Attachment 1, the Request for Offers form, lays out the structure of the RFO to potential respondents, including DCE's objectives in the RFO, the eligible project criteria, proposal response requirements, schedule, and evaluation criteria. Attachment 2, the Offer Form, is an excel form all respondents are required to complete for each proposed project to allow for a detailed quantitative analysis of all proposed projects to support the RFO evaluation and selection. Attachment 3, the Term Sheet, lays out DCE's preferred contracting terms for potential respondents to consider while developing their proposal and pricing.

DCE's objectives in this RFO will be to execute renewable Power Purchase Agreements (PPAs) with or without a co-located battery storage component which include electric energy, green attributes, capacity attributes, and ancillary services, with preference to projects located close to DCE's service territory. At a minimum these PPAs must contribute to DCE's ability to meet its long-term contracting requirement under SB 350. The RFO specifies the eligible project criteria, including the renewable resources that will be considered by DCE. These resources include solar and wind, which may be co-located with storage, as well as small hydro. Other renewable resources such as geothermal and biofuels are not carbon free so are not included in the RFO.

**Schedule:**

Although this schedule appears ambitious in light of the scope of work to be undertaken, staff recommends a prompt release of the RFO according to the following schedule in order to ensure execution of negotiated contracts by Q4 of 2020.

**Table 2. Renewable RFO Schedule**

Milestone	Date in 2020
Issuance of RFO	May 22
Questions from Potential Respondents Due	June 3
FAQ Posted on DCE Websites	June 8
Proposals Due	June 15
Proposal Review and Evaluation	Mid June – Late June
Notification of Initial Shortlisted Respondents	July 6
Interviews of Initial Shortlisted Respondents	Early – Mid July
<b>Board Approval of Final Shortlist for Contract Negotiation</b>	<b>July 20</b>
Notification of Final Shortlisted Respondents	July 21
Contract Negotiations	Late July – Late September
<b>Board Approval of Contracts</b>	<b>September 21 / October 19</b>

Staff recommends approval of the launch of this RFO in order to meet DCE's compliance objectives, and secure renewable energy supply for DCE's customers. Jaclyn Harr from The Energy Authority will present an overview of the RFO process at the meeting and answer any questions.

**Fiscal Impact:** Launching this RFO will not have any fiscal impact to DCE. The energy procurement activities set forth in this RFO, when executed, will have direct impact on DCE's ability to remain competitive with SCE's customer rates. DCE staff will work closely with The Energy Authority and DCE counsel to determine which contracts from this RFO will best allow DCE to meet its environmental goals and state compliance requirements while balancing fiscal concerns. Any contracts associated with this RFO will be brought to the Board for approval before execution.

**Attachments:**

1. DCE 2020 Renewable RFO – RFO Form
2. DCE 2020 Renewable RFO – Offer Form
3. DCE 2020 Renewable RFO – Term Sheet





DCE 2020 Renewable RFO: Solicitation Protocol

**REQUEST FOR OFFERS (RFO)**  
**For Long Term Renewable Energy PPAs**

**MAY 2020**

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# 1 BACKGROUND

**Desert Community Energy (DCE)** launched retail service in April 2020 with the City of Palm Springs. Solar customers with net energy metering are being enrolled in DCE as of May 2020. As a community choice aggregator (CCA), DCE offers ratepayers a choice in electricity providers and in the type of electricity they use. DCE was formed as of October 2017 as a California joint powers authority pursuant to the Joint Exercise of Powers Act (Cal. Gov't Code § 6501 *et seq.*) by the Cities of Palm Springs, Palm Desert and Cathedral City. DCE submitted an Implementation Plan which was certified by the California Public Utilities Commission in March 2018. Its purpose is to provide residents and businesses with cleaner, competitively priced electricity while retaining local control, reinvesting revenues and encouraging local job creation, and helping participating cities meet their climate action goals.

# 2 OBJECTIVE

DCE seeks to enter into one or more long-term Power Purchase Agreement(s) (PPA) with Portfolio Content Category One (PCC1) renewable energy facilities via this solicitation. The Energy Authority (TEA) will be conducting this solicitation on behalf of DCE, with the expectation that DCE will be named the sole Buyer in any and all contracts executed as a result of this solicitation. DCE, like other California load-serving entities, is required by California Senate Bill 350 (de Leon, 2015, the "Clean Energy and Pollution Reduction Act") to procure at least 65% of its required Renewables Portfolio Standard (RPS) energy under long-term contracts starting with California's fourth RPS compliance period (2021-2024). At the time of releasing this RFO, none of DCE's contracted portfolio meets these long-term contracts requirement. DCE seeks to contract with facilities that put the organization on the path to compliance with SB 350, with deliveries of renewable energy starting as early as 2021. Any PPAs executed as part of this solicitation will require the approval of DCE's Board of Directors.

Table 1 shows how DCE's load, its RPS requirement under the SB 100 (de Leon, 2018, the "100 Percent Clean Energy Act of 2018"), and its RPS power required to be under long-term contracts under SB 350 are expected to change over the next seven years:

**Table 1. Renewable Portfolio Standard Requirements by Year**

	2021	2022	2023	2024	2025	2026	2027
RPS Requirement per SB 100 as % of total portfolio	35%	36%	38%	40%	42%	43%	45%
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DCE projected retail sales (GWh)*	566	582	582	582	582	582	582
RPS power required to be under long-term contracts (GWh)	128	138	144	150	157	163	170

\* source: DCE load forecast by The Energy Authority (TEA). These projected load values are used here for general indicative purposes.

### 3 ELIGIBLE PROJECT CRITERIA

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- 1) **Product**: The Product includes all of the following:
  - As-available electric energy delivered via CAISO Day-Ahead scheduling procedures,
  - Green attributes/Renewable Energy Credits (RECs),
  - Capacity attributes,
  - Ancillary services, and
  - Any other attributes similar to or associated with the foregoing that may be defined by the CAISO or other entities in the future.
- 2) **Resource Location**: In descending order of DCE's preference, the following geographical locations for projects will be accepted:
  - In Riverside County
  - in Southern California
  - in California/"in-state"
  - In WECC/"out-of-state"

A project is considered "in-state" if it has its first point of interconnection within a California Balancing Authority (e.g., including CAISO, LADWP, BANC, IID, and TID). A project is considered "out-of-state" if it has its first point of interconnection within the WECC, but not within a California Balancing Authority.

- 3) **Technology**:
  - Solar
  - Solar co-located with Storage
  - Wind
  - Wind co-located with Storage
  - Small Hydro
- 4) **Eligible Renewable Energy Resource**:
  - Projects must meet the eligibility criteria for eligible renewable energy resources as defined in Cal. Pub. Utilities Code § 399.12 and implemented by the California Energy Commission (CEC) pursuant to its RPS Eligibility Guidebook.
  - Respondents must describe how the deliveries will meet the PCC1 requirements.
- 5) **Eligible Co-Located Energy Storage Resource**:
  - DCE expects to receive all products and full output and control of co-located storage facility,
  - Storage resource must provide at least 1 cycle per day,
  - Capacity of at least 25% of nameplate capacity of renewable resource,
  - Offers should include \$/kW-mo capacity pricing for **both** 4-hour and 8-hour durations,
  - Guaranteed capacity (no degradation over term of contract), and
  - DCE particularly encourages offers of solar technology to include co-located storage and/or the optionality of storage to be co-located at the facility in the future

6) **Pre-COD Renewable Deliveries:**

- DCE requests, but does not require, that all offers include pre-COD deliveries from zero-emissions PCC1 resources (resource(s) to be determined prior to contract execution)
- Deliveries to begin no later than Jan 1, 2022 and continue through COD of Resource
- Volume should be consistent with annual deliveries expected from offered Resource
- Preference for offers that include full annual volume of Pre-COD Renewable Deliveries in 2021
- Price offered should be index-plus; index is CAISO Day-Ahead HUB or LMP

Note: Specifications for PCC1 are described in Cal. Pub. Util. Code § 399.16, California Public Utilities Commission Decision 11-12-052, and other applicable statutes, regulations, and regulatory orders.

7) **Delivery Point (Settlement Point):** Respondents must include at least two pricing options for each project, with one pricing proposal for each of the following Delivery Points:

- Project node, i.e., the CAISO pricing node assigned to the generator, and
- Trading Hub, i.e., one of the three following points: SCE DLAP, SP15, or PV.

Respondents should clearly note which Trading Hub they are offering in their proposal. Respondents may also include pricing at other Delivery Points (e.g., NP15, COB, NOB, Mead, etc.) for DCE's consideration (in its discretion) but pricing options must include pricing for both of the foregoing Delivery Points.

8) **Scheduling Coordinator:** DCE strongly prefers to be the SC.

9) **Installed Capacity:** Minimum of five (5) MW

10) **Annual Generation Offered Volume:** Between 15,000 and 200,000 MWh (preferred range 50,000-100,000 MWh)

Respondents are encouraged to submit offers for a range of capacities and generation volumes to support DCE portfolio optimization.

11) **Delivery Start Date:** Between January 1, 2021 and December 31, 2024 (preferred start date prior to January 1, 2023)

12) **Delivery Term:** Minimum of 10 years, up to 20 years. All Respondents must include pricing for a term of 10 years, and are encouraged to provide variations with 12, 15, and 20-year terms or other terms up to 20 years at Respondent's discretion.

13) **Credit and Collateral Requirements:**

- DCE does not intend to post collateral as part of this solicitation.
  - i. DCE's latest financial statements are available at:  
[www.desertcommunityenergy/about/key-documents/](http://www.desertcommunityenergy/about/key-documents/)
  - ii. DCE will share financial projections with Final Shortlisted Respondents upon execution of a Nondisclosure Agreement
- Collateral requirements of Final Shortlisted and Selected Respondent:
  - i. Upon notice of Final Shortlist selection: \$5/kW Shortlist Deposit

- ii. Upon Contract Execution: \$75/kW Development Security
- iii. Upon COD: \$90/kW Performance Security

## 4 SUBMITTAL REQUIREMENTS

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### 4.1 RESPONSE SUBMITTAL INSTRUCTIONS

Responses to this RFO are due by 5:00pm PST on Monday, June 15th, 2020 and must be emailed to **TEArfo@teainc.org**. DCE, in its sole discretion, reserves the right to reject any proposals received after this deadline. Responses should include the phrase “DCE 2020 Renewable RFO Response” clearly indicated in the subject line of the email accompanying the response. DCE encourages respondents to be clear and concise in their proposals, while still providing enough detail for the review team to adequately evaluate the offering.

### 4.2 PROPOSAL NARRATIVE

Respondents must provide a proposal narrative that includes the elements listed below, in addition to a completed Offer Form (Exhibit 1) for each project submitted. Respondents may provide redlines to DCE’s Term Sheet (Exhibit 2), if necessary, although conformance to DCE’s standard terms and conditions will be considered during proposal evaluation.

- 1) **Executive Summary**: High-level description of each proposal (no more than one page).
- 2) **Respondent Background**: Brief statement of Respondent’s technological and financial qualifications, including project team, relevant experience with projects similar to that being proposed, summary of Respondent’s portfolio of projects, and Respondent’s corporate finance structure, credit rating, and access to capital.
- 3) **Proposal Description(s)**: Detailed description of Respondent’s proposal(s), including explanations as needed on how the project meets DCE’s above described eligibility criteria and preferences, provides co-located storage, and/or provides pre-COD Renewables Deliveries. Respondent should clearly indicate any elements of project variants that are mutually exclusive.
- 4) **Project(s) Overview**: Respondent shall provide the following additional information for each proposed project.
  - a) **Site Control**: including type of site control (e.g., lease or ownership), current status of such site control (e.g., complete or percentage contracted), description of terms of lease if relevant, and site control for interconnection path
  - b) **Development Plan**: including schedule of key milestones and their expected achievement date (e.g., guaranteed COD), as well as phase-in schedule, if any
  - c) **Interconnection Status**: including project’s status in interconnection process, results of any interconnection studies performed, expected timing and costs of interconnection for the project, terms of any interconnection agreements, third-party congestion and curtailment analysis if available, and expectations regarding Full Capacity Deliverability Status, if applicable
  - d) **Permitting Status**: including descriptions of all studies and permits required for construction and operation (e.g., Conditional Use Permit, Environmental Impact Report, etc.), the status of each, and the expected timing for any outstanding permits

- e) Financing: including the planned approach for financing project development & construction and identification of the project's long-term controlling owner
- f) Construction and Equipment: including description of Respondent's plan to procure engineering, procurement, and construction services to support its proposal
- g) Operation: including plan for long-term ownership and operation of the project and proposed provider of SC Services

Note: Each section above should include a short narrative regarding potential impacts of COVID-19 to business-as-usual processes and timeline expectations, and Respondent's plans and strategies to mitigate such impacts.

### 4.3 PUBLIC NATURE OF RESPONSES

TEA will act as the administrative point of contact during the proposal submission phase of this solicitation. TEA and/or DCE may communicate with respondents during the evaluation and selection phase. All responses to this RFO, as well as records of pre-submittal and post-submittal communications with TEA or DCE, will become the exclusive property of DCE. Responses and communications with TEA and DCE are subject to disclosure in accordance with the California Public Records Act ("CPRA"), Cal. Gov't Code § 6250 *et seq.*). Respondents should not submit any information or documents that they consider proprietary and that they would not want publicly disclosed.

Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by Respondent as "Trade Secret", "Confidential", or "Proprietary". TEA and DCE will endeavor to protect any such marked information to the extent permitted under the CPRA. However, TEA and DCE shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event TEA or DCE receive a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Respondent agrees to defend and indemnify TEA and/or DCE from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Respondent who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

### 4.4 FAQ FOR THIS RFO

All questions from potential respondents to this RFO may be emailed to [TEArfo@teainc.org](mailto:TEArfo@teainc.org) by 5:00pm PST on Friday, May 29th, 2020. Emails should include the phrase "DCE 2020 Renewable RFO Questions" clearly indicated in the subject line. An FAQ responding to the questions received will be posted on the DCE website at [www.desertcommunityenergy.org](http://www.desertcommunityenergy.org) by 5:00pm PST on Wednesday, June 3rd, 2020. TEA and DCE reserve the right to respond to no questions or only a subset of the questions received.

## 5 SCHEDULE

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### 5.1 RFO SCHEDULE

The following schedule is subject to change at the discretion of TEA and DCE. Communications regarding schedule changes will be posted on the websites listed in Section 5.4 of this RFO.

Milestone	Date in 2020
Issuance of RFO	May 22
Questions from Potential Respondents Due	June 3
FAQ Posted on DCE Websites	June 8
Proposals Due	June 15 – 5:00PM PST
Proposal Review and Evaluation	Mid June – Late June
Notification of Initial Shortlisted Respondents	July 6
Interviews of Initial Shortlisted Respondents	Early – Mid July
Notification of Final Shortlisted Respondents	July 21
Contract Negotiations	Late July – Late September
Board Approval of Contracts	September 21 or October 19 (Tentative)

## 6 EVALUATION AND SELECTION PROCESS

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An evaluation committee made up of TEA and DCE staff, their technical consultants, and/or their legal counsel, will review responses to this RFO. Each proposal will be screened for completeness and scored on a weighted criteria basis. TEA and DCE may contact respondents with additional questions and clarifications or to offer to conduct one-on-one meetings with some or all of the respondents. The opportunity to participate in such meetings, if any, will be communicated separately to individual respondents.

### 6.1 COMPLETENESS

The evaluation committee will screen all RFO responses for completeness and responsiveness to the eligibility requirements stated above. This screening will be on a Pass/Fail basis. Each proposal that is deemed complete and responsive will then be scored using a weighted scoring criteria process.

### 6.2 EVALUATION CRITERIA

Criteria for selection of proposals will include, but not be limited to, the items listed below. The evaluation committee will evaluate each proposal on a weighted criteria basis to determine the highest scoring proposals. One or more of the highest scoring proposals may be forwarded to DCE's governing board for approval. There is a maximum of 100 points.

#### 6.2.1 Weight/Scoring Criteria

- 1) 40 — Overall price and customer value
- 2) 20 — Respondent experience, qualifications, creditworthiness
- 3) 20 — Environmental impact and environmental benefits of proposed capacity resource
- 4) 10 — Location and economic benefit of proposed capacity products



5) 10 — Conformance to DCE's Term Sheet

Total Points Possible: 100

### **6.3 RESPONDENT COMMUNICATIONS**

Questions, comments or feedback associated with this RFO must be sent electronically to **TEArfo@teainc.org**.

### **6.4 DISCLAIMER FOR ACCEPTANCE OR REJECTION OF OFFERS AND RFO TERMINATION**

By participating in DCE's RFO process, a respondent acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFO Instructions. DCE reserves the right to reject any proposal that does not comply with the requirements identified herein, or to waive irregularities, if any. DCE further reserves the right to communicate with individual respondents to ask clarifying questions about their proposals prior to making a short-listing decision. Furthermore, DCE may, at their sole discretion and without notice, modify, suspend, or terminate the RFO without liability to any organization or individual. This RFO does not constitute an offer to buy or create an obligation for DCE to enter into an agreement with any party, and DCE shall not be bound by the terms of any offer or proposal until an agreement has been fully executed. DCE may negotiate and execute contracts with different respondents on differing timelines. If selected, a respondent may be invited to enter into a contract with DCE. Where negotiations do not result in mutually agreeable terms, DCE may choose not to execute a contract with the respondent. DCE shall not be responsible for any of the respondent's costs incurred to prepare, submit, negotiate, or to enter into a power purchase agreement (PPA), or for any other activity related to meeting the requirements established in this solicitation. All submittals shall become the property of DCE and will not be returned.

### **6.5 NONDISCRIMINATION**

In connection with the execution of a contract, Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons. Parties agree that as a condition precedent to entering into a contract, Respondent is in compliance and will comply during duration of the contract with the non-discrimination provisions set forth under California Law for state contracting parties including, but not limited to, Government Code Section 12990 et seq. and Public Contracting Code Section 10295.35.

### **6.6 PROTEST OF AWARD**

If an unsuccessful Respondent wants to dispute an award or award recommendation, a protest must be submitted in writing to DCE's Executive Director no later than ten (10) calendar days after announcement of the short-list of successful respondent(s), detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes on the grounds that material provision in this RFO is ambiguous. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

Tom Kirk, Executive Director  
Desert Community Energy  
73710 Fred Waring Dr, Palm Desert, CA 92260

## DCE 2020 Renewable RFO: Term Sheet

### Renewable Energy Request for Offers

#### Power Purchase Agreement Term Sheet

*This is an indicative Term Sheet ("Term Sheet") that includes the key commercial terms and conditions that DCE expects to be included in a power purchase agreement ("PPA") that will be negotiated between selected Bidder(s) and DCE as a result of the 2020 DCE Renewable Energy Request for Offers ("RFO"). It describes the sale from Seller to DCE of all Product associated with the output from the Facility. Until a definitive agreement is negotiated, approved by DCE management and the DCE Board of Directors, and signed and delivered, no party shall have any legal obligations, expressed or implied, or arising in any other manner, under this Term Sheet. Note that all reference to "days" refers to calendar days, not business days.*

<b>Seller</b>	[Seller Name] (if Seller is a Project LLC, please also provide parent name)		
<b>Buyer</b>	Desert Community Energy ("DCE")		
<b>Facility</b>	The [ ] project, located in [County, State] as further described in Exhibit C-1.		
<b>Installed Renewable Capacity</b>	[ ] MW <sub>AC</sub>  For a new non-operational Facility, please indicate the expected Installed Renewable Capacity.		
<b>Expected Renewable Energy</b>		<b>Contract Year</b>	<b>Expected Energy (MWh)</b>
		1	
		2	
		3	
		4	
		5	
		6	
		7	
		8	
		9	
		10	
		11	
		12	

		13	
		14	
		15	
		16	
		17	
		18	
		19	
		20	
<b>Installed Energy Storage Capacity</b>	[ ] MW <sub>AC</sub>		
<b>Installed Energy Storage Output</b>	[ ] MWh <sub>AC</sub>		
<b>Storage Facility Loss Factor</b>	90%		
<b>Guaranteed Storage Availability</b>	98%		
<b>Maximum storage facility cycles per year</b>	365		
<b>Product</b>	<p>The Product includes all of the following:</p> <ul style="list-style-type: none"> <li>(1) Delivered Energy: All as-available electric energy generated by the Facility, delivered to the Delivery Point, as measured by California Independent System Operator (CAISO)-approved meters, pursuant to the Scheduling Requirements;</li> <li>(2) Environmental Attributes: All renewable energy credits (“RECs”) and any other environmental attributes associated with Delivered Energy;</li> <li>(3) Capacity Rights: All capacity rights, including resource adequacy benefits, if any, associated with the Facility; and</li> <li>(4) Ancillary Services: All ancillary services, products and other attributes, if any, associated with output of the Facility.</li> </ul> <p>Unless otherwise agreed upon by the parties, the Product shall meet the Portfolio Content Category 1 (“PCC1”) specifications.  <i>(Note: Specifications for PCC1 are described in California Public Utilities Code §399.16, California Public Utilities Commission Decision 11-12-052, and other applicable statutes, regulations, and regulatory orders)</i></p>		

<b>Contract Start Date</b>	<p>[_____, 20__]</p> <p>Contract Start Date shall not occur until COD has been declared.</p> <p><i>(Note: Contract Start Date shall not be earlier than January 1, 2021)</i></p>
<b>Delivery Term</b>	<p>[__] Contract Years from the Contract Start Date, with each 12-month period following the Contract Start Date considered a “Contract Year.”</p>
<b>Interconnection Point</b>	<p>The Facility shall interconnect to [e.g., XX substation]. Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point.</p>
<b>Delivery Point</b>	<p>The Delivered Energy shall be delivered to [<i>Pnode/Trading Hub</i>] pursuant to the Scheduling Requirements.</p> <p><i>(Note: DCE is requesting pricing for both Delivery Points in this RFO)</i></p>
<b>Commercial Operation Date (“COD”)</b>	<p>The COD shall be the date when all of the following requirements have been met to Buyer’s reasonable satisfaction including Seller providing a certificate from an independent engineer to Buyer with respect to subparts (i), (iii), (iv) and (v):</p> <ul style="list-style-type: none"> <li>(i) Facility has met all Interconnection Agreement requirements and is capable of delivering energy from the Facility to the grid;</li> <li>(ii) Seller has provided Buyer with a copy of written notice from the CAISO that the Facility has achieved Full Capacity Deliverability Status (as defined in the CAISO tariff), if applicable;</li> <li>(iii) Commissioning of equipment has been completed in accordance with the manufacturer’s specification;</li> <li>(iv) 100% of Installed Capacity has been installed and commissioned;</li> <li>(v) Facility has successfully completed all testing required by prudent utility practices or any requirement of law to operate the Facility;</li> <li>(vi) All applicable permits and government approvals required for the operation of the Facility have been obtained;</li> <li>(vii) Seller has obtained all real property rights;</li> <li>(viii) Security requirements for the Delivery Term have been met; and</li> <li>(ix) Insurance requirements for the Facility have been met, with evidence provided in writing to Buyer.</li> </ul> <p>Seller shall provide notice of expected COD to Buyer in writing thirty (30) days in advance of such date. Seller shall notify Buyer in writing when Seller believes that it has provided the required documentation to Buyer and met the conditions for achieving COD.</p>

<b>Guaranteed COD</b>	<p>The Guaranteed COD shall be [_____, 20__].</p> <p>The Guaranteed COD shall be extended on a day-for-day basis due to Force Majeure or delay caused by transmission provider (e.g., the CAISO), transmission owner, or Buyer. Such day-for-day extensions of the Guaranteed COD shall be no longer than 120 days on a cumulative basis.</p> <p>If the Seller does not achieve COD of the Facility by the Guaranteed COD, Seller shall pay Delay Damages to the Buyer.</p> <p>The “Delay Damages” shall be \$250 per day per MW of Buyer’s Contract Capacity and shall be paid in advance on a monthly basis by Seller to Buyer. A prorated amount will be returned to Seller if COD is achieved during the month for which Delay Damages were paid in advance.</p> <p>Buyer shall have the right to terminate the contract if COD is not met within 120 days of the Guaranteed COD.</p>
<b>Facility Development Milestones</b>	<ul style="list-style-type: none"> <li>• [mm/dd/yyyy] – Execute Interconnection Agreement</li> <li>• [mm/dd/yyyy] – Procure major equipment</li> <li>• [mm/dd/yyyy] – Obtain federal and state discretionary permits</li> <li>• [mm/dd/yyyy] – Expected Construction Start Date</li> <li>• [mm/dd/yyyy] – Guaranteed Construction Start Date</li> <li>• [mm/dd/yyyy] – Obtain Full Capacity Deliverability Status</li> <li>• [mm/dd/yyyy] – Expected Commercial Operation Date</li> <li>• [mm/dd/yyyy] – Guaranteed Commercial Operation Date</li> </ul>
<b>Contract Price</b>	<p>The Renewable Price shall be \$[____]/MWh of Delivered Energy.</p> <p>Prior to COD, Buyer will purchase the Product (i.e. Test Energy) at 50% of the PPA Price.</p> <p>The Storage Price shall be \$[____]/kW-mo of Energy Storage Capacity.</p> <p><i>(Note: any price escalators should be noted.)</i></p>
<b>Scheduling Requirements and CAISO Settlements</b>	<p>Buyer or Buyer’s agent shall act as Scheduling Coordinator (as defined by the CAISO), or “SC,” for the Facility. Buyer shall be financially responsible for such services and shall pay for all CAISO charges and retain all CAISO payments; provided however, that notwithstanding the foregoing, Seller shall assume all liability and reimburse Buyer for any and all costs or charges (i) incurred by Buyer because of Seller’s failure to perform, (ii) incurred by Buyer because of any outages for which notice has not been provided as required, (iii) associated with Resource Adequacy Capacity (as defined by the CAISO) from the Facility (including Non-Availability Charges</p>

	<p>(as defined by the CAISO)), if applicable or (iv) to the extent arising as a result of Seller's failure to comply with a timely Buyer Curtailment Order if such failure results in incremental costs to Buyer.</p> <p>Seller shall provide to Buyer binding annual, monthly and day-ahead forecasts of Delivered Energy within a timeline that allows Buyer or Buyer's agent the ability to meet the CAISO day-ahead scheduling protocols and deadlines. Outage and curtailment notifications will be required by Buyer as well as access to Facility generation data.</p>
<b>Monthly Settlement and Invoice</b>	<p>Within ten (10) days after the end of each month of the Delivery Term, Seller shall send a detailed invoice to Buyer for the amount due for Product delivered during such month. The invoice shall include all information necessary to confirm the amount due.</p> <p>Payment for undisputed amounts shall be due to the applicable party thirty (30) days from the invoice date, with disputed payments subject to an agreed upon dispute resolution process.</p>
<b>Output Guarantee</b>	<p>The Seller guarantees that during the Delivery Term, energy deliveries for each Performance Measurement Period, shall meet or exceed the Guaranteed Output Threshold.</p> <p>The "Guaranteed Output Threshold" shall be equal to the following listed percentages of the Annual Expected Output, based on technology type:</p> <ul style="list-style-type: none"> <li>• Solar: 85%</li> <li>• Wind: 75%</li> <li>• Small Hydro: 85%</li> </ul> <p>The "Performance Measurement Period" shall be each two-year rolling period, commencing on the Contract Start Date for solar, wind, and small hydro.</p> <p>The "Annual Expected Output" is equal to the Facility's P50 expected annual output.</p> <p>After each Performance Measurement Period, Seller shall calculate its performance for the Output Guarantee and provide sufficient detail to Buyer. For purposes of calculating the energy deliveries for the Output Guarantee, Seller shall add Delivered Energy and energy that was not delivered during Excused Hours. "Excused Hours" means hours where the Facility was not available due to Force Majeure, transmission provider's (e.g., the CAISO's), transmission owner's, or Buyer's failure to perform.</p>
<b>Output Guarantee</b>	<p>In the event that the Guaranteed Output Threshold is not met for a Performance Measurement Period, (i) Seller shall calculate the "Shortfall</p>

<b>Shortfall Damages</b>	<p>Energy,” which shall be equal to the Guaranteed Output Threshold less the Delivered Energy less the energy not delivered during Excused Hours, and (ii) Buyer shall pay Shortfall Damages.</p> <p>“Shortfall Damages” shall be determined by multiplying (x) Shortfall Energy, by (y) the positive difference, if any, of the Replacement Price less the PPA Price. The “Replacement Price” shall be the total price at which the Buyer would have to pay to purchase energy, RECs and capacity to replace the Shortfall Energy.</p>
<b>Excess Energy</b>	<p>If during any settlement interval, the Delivered Energy is greater than the Contract Capacity (“Excess Energy”), then the price paid by Buyer for the Excess Energy shall be Zero dollars (\$0). If the real-time locational marginal price (as defined by the CAISO) at the Delivery Point (“Delivery Point LMP”) is negative for a settlement interval with Excess Energy, Seller shall pay Buyer an amount equal to the product of (i) the absolute value of the Delivery Point LMP, and (ii) Excess Energy.</p>
<b>Annual Excess Energy</b>	<p>If during any Contract Year, the sum of the Delivered Energy and Deemed Generated Energy is in excess of 105% of the Annual Expected Output, then for each MWh of Delivered Energy or Deemed Generated Energy in excess of such threshold (“Annual Excess Energy”), the applicable price paid by Buyer shall be no less than zero and equal to the lesser of (a) the Delivery Point LMP applicable to the interval in which such Annual Excess Energy was delivered or deemed generated, as applicable, or (b) 50% of the PPA Price.</p> <p>If during any Contract Year, the sum of the Delivered Energy and Deemed Generated Energy is in excess of 115% of the Annual Expected Output, then for each MWh of Delivered Energy or Deemed Generated Energy in excess of such threshold (“Annual Excess Energy”), the applicable price paid by Buyer shall be zero.</p>
<b>Curtailement Rights</b>	<p>In the event the Facility is curtailed due to Force Majeure, by the CAISO or the transmission owner, or for any reason other than Buyer’s action or inaction, Seller shall not be liable for failure to deliver such curtailed energy and Buyer shall not be obligated to pay for such curtailed energy.</p> <p>Notwithstanding the foregoing, Buyer may curtail deliveries of Delivered Energy at any time and for any duration, including if such curtailment is due to Buyer’s self-schedule (or lack thereof) or economic bid into the CAISO, and all such events (absent a simultaneous curtailment order described in the previous paragraph) shall be defined as “Buyer Curtailement Orders.” All energy not generated due to such events defined as “Deemed Generated Energy.” Buyer shall pay Seller the PPA Price for all Deemed Generated Energy, except as set forth in the Annual Excess Energy provision.</p>

<b>REC Tracking System</b>	<p>The Seller shall transfer RECs associated with the generation from the Facility for each month via WREGIS pursuant to the timelines in WREGIS Operating Rules.</p> <p>Each party shall be responsible for setting up an account with WREGIS.</p>
<b>Progress Reporting</b>	<p>After execution of the PPA, Seller shall provide a monthly report to Buyer, describing the progress towards meeting the Facility Milestones (as outlined in Exhibit C-1) and description of any remedies taken for missed milestones.</p> <p>In the event Seller misses any Key Facility Milestones and cannot reasonably demonstrate a plan for completing the Facility by the Guaranteed COD, Buyer shall have the right to terminate the PPA and retain the Development Security as damages.</p>
<b>Credit Requirements</b>	<p>The Seller shall post security as follows:</p> <p><u>Development Security</u></p> <ul style="list-style-type: none"> <li>• \$75,000 per MW of Buyer's Contract Capacity</li> <li>• For the period between execution and COD</li> </ul> <p><u>Delivery Term Security</u></p> <ul style="list-style-type: none"> <li>• \$90,000 per MW of Buyer's Contract Capacity</li> <li>• From COD through the end of the Delivery Term</li> </ul> <p>The form of security shall be a letter of credit or cash escrow.</p> <p>Within five (5) Business Days following any draw by Buyer on the Delivery Term Security, Seller shall replenish the amount drawn such that the security is restored to the applicable amount.</p>
<b>RPS Compliance</b>	<p>Seller shall ensure the Facility obtains CEC pre-certification prior to the COD, obtains CEC certification within 180 days of COD and shall use commercially reasonable efforts to maintain such CEC certification during the Delivery Term. Seller shall ensure that the Product qualifies as Portfolio Content Category 1 throughout the Delivery Term. If a change of law occurs after execution of the PPA that impacts Facility's CEC certification or the Product's qualification as Portfolio Content Category 1, then Seller shall use commercially reasonable efforts to comply with such change of law as necessary to maintain the Facility CEC certification and Product eligibility described above. For purposes of this section, commercially reasonable efforts shall be defined as \$[___] (<i>dollar cap to be negotiated</i>).</p>
<b>Site Control</b>	<p>Seller shall maintain site control of the Facility throughout the Delivery Term.</p>



<b>Assignment</b>	<p>Neither party may assign the PPA without prior written consent of the other party, which consent will not be unreasonably withheld or delayed.</p> <p>Any direct or indirect change of control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Buyer.</p> <p>Seller shall pay Buyer's reasonable expenses incurred to provide consents, estoppels, or other required documentation in connection with Seller's financing for the Facility.</p>
<b>Confidentiality</b>	Upon Final Shortlist selection, Seller shall execute a Mutual Non-Disclosure Agreement with Buyer.
<b>Exclusivity</b>	Upon Final Shortlist selection, Seller shall execute an Exclusive Negotiating Agreement with Buyer.
<b>Other Standard Contract Terms to be included in the PPA</b>	<ul style="list-style-type: none"> <li>• <u>Force Majeure</u>: Definition will include provisions specific to a Facility's ability to perform; will also include a termination right for extended force majeure that impacts either party's ability to perform under the contract</li> <li>• <u>Event of Default</u>: Standard Events of Default (e.g., failure to pay any amounts when due), in addition to a Seller Event of Default if the COD is not achieved within 180 days after the Guaranteed COD (provided that termination damages for missing the Guaranteed COD Event of Default shall be equal to the Development Security amount).</li> <li>• <u>Governing Law</u>: State of California</li> <li>• <u>No Recourse to Members of Buyer</u>: Buyers are organized as Joint Powers Authorities in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to their Joint Powers Agreement and are public entities separate from their constituent members. Buyers shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyers' constituent members in connection with this Agreement.</li> </ul>

### **Exhibit C-1: Facility Details**

*[Note: For new currently non-operational Facilities, please provide expected information.]*

<b>Facility Name</b>	
<b>Facility Owner</b>	(e.g. Project LLC or different long-term owner)
<b>Technology</b>	(Include turbine type/solar panels/etc.)
<b>Location</b>	(More specific than the county)
<b>Commercial Operation Date</b>	_____, 20__
<b>Installed Capacity (MW<sub>AC</sub>)</b>	(Total installed capacity)
<b>Annual Generation Volume (MWh)</b>	(Expected annual P50 output for the project, including any annual degradation factors)
<b>Point of Interconnection</b>	(e.g. XX substation)

#### **Facility Requirements**

<b>Item</b>	<b>Type</b>	<b>Status</b>
Site Control	(lease, purchase option, etc.)	(X% complete; expected completion date)
Permitting	(BLM, State, County, etc.)	
Interconnection Status	(LGIA, SGIA, etc., including interconnecting entity)	
Other Required Approvals	(consents, licenses, etc. from governmental authority, etc.)	
Financing	(balance-sheet, tax equity, etc.)	

#### **Facility Milestone Schedule**

(Include schedule for Facility Milestones such as Executed GIA, receipt of discretionary permits, close of construction financing, procurement of key equipment, Notice to Proceed, Expected COD, Guaranteed COD, etc. For purposes of Progress Reporting above, “Key Facility Milestones” include only Executed GIA, Notice to Proceed, and Guaranteed COD.)

## Instructions for Completing the Offer Form

These instructions for the Offer Form template consist of the following tabs, each of which need to be completed in full:

1. Participant Information
2. Facility Information
3. Offer Terms
4. Estimated Future Generation
5. Historical Generation

### 1. Participant Information

Please provide complete information for each section (highlighted in yellow), including contact information for two (2) authorized Participant contacts.  
Please carefully review and complete the Participant Authorization and Attestation section ("PAA").  
Completion of the PAA is required by Desert Community Energy ("DCE") to review Participants' offers.

### 2. Facility Information

Table 1 - Generating Facility information related to the core energy production resource included in the Participants' offer.  
Please complete all sections (highlighted in yellow) that are applicable to your offer.

### 3a. & 3b. Offer Terms

Please make copies of these tabs as necessary for additional terms.

Contract Delivery Term is defaulted to 10 years for participants' required pricing term. Generating Facility Deliverability (Energy Only , Partial, or Full Capacity Deliverability Status).  
Enter the expected Contract Year Start Date for your offer in cell D15. This will be interpreted as the Delivery Term start date associated with your offer.  
Please note that once the Contract Year Start Date is entered, the Contract Year Stop Date column and remaining Contract Year Start Dates will auto-populate.  
Enter the Offered PPA Contract Price in \$/MWh for both the proposed CAISO Pnode (3a) and CAISO Hub (3b). The Offered Contract Price should be an "All-In Price" for Energy + REC + Resource.  
Resource Pnode and CAISO Hub will auto-populate based upon the input in tab 2.  
Complete either the constant PPA Contract Price or the PPA Contract Price with escalation rate.  
If applicable to Offer, enter the constant escalation rate in either \$/year or %/year.  
Lastly, please enter the energy deliverability and resource configuration data for the Generating Facility in columns T through V.

### 4. Estimated Future Generation

Please provide an expected generation profile forecast of each month's average-day net output energy production in columns E to AB. The generation profile data should be stated in MW by hour,  
If there are any material variations in output among years, please note the cause and underlying assumptions for such variation in the 'Notes' tab.  
Please note that if a Contract Year is different from a calendar year, then data will need to be entered for a partial year, e.g., for a 10 year contract the Contract Year Start Date is 2/01/2021, then b

### 5. Historical Generation (if applicable)

If the facility is existing, please provide the average historical output (in MW) from at least the last 5 calendar years that the plant was fully operating.  
If there are any material variations in output among years, please note the cause and underlying assumptions for such variation in the 'Notes' tab.



## 1. Participant Information and Contact Information

OfferID (for internal use only): \_\_\_\_\_

### Participant Information:

Counterparty/Legal Entity Name:

Street Address:

City:

State

[Choose](#)

Zip Code

Website:

#### Authorized Contact # 1:

First Name:

Last Name:

Title:

Phone 1:

Phone 2:

Email Address:

#### Authorized Contact # 2:

First Name:

Last Name:

Title:

Phone 1:

Phone 2:

Email Address:

### Participant Authorization and Attestation

By selecting "Yes", participant confirms that they are "a duly authorized representative of Participant" AND that you attest, on behalf of Participant, that all information provided in this Offer Form and in response to this 2019 RFP is true and correct to the best of Participant's knowledge as of the date such information is provided.

Electronic Signature

Title

Putting a "Yes" here certifies that typed name acts as your electronic signature

2. Generating Facility Information

OfferID (for internal use only): \_\_\_\_\_

Table 1

Generating Facility Information:

Legal Entity Name:

Street Address:

City:

State

Choose

Zip Code

Latitude:

Longitude:

Facility Status:	
Type of Site Control:	
Technology Type:	
Technology Type (other):	
CEC Certification Status (if applicable):	
Environmental Compliance and Permits Status:	
Project Labor Agreement:	
Interconnection Application Status:	
CAISO Pnode / Delivery Point:	
CAISO Interconnection Hub:	
Reliability Network Upgrade (RNU) Cost Est:	
Minimum Number of Months to Complete RNU from Interconnect Study:	
Estimated Generator Interconnection Agreement (GIA) Execution Date:	
Deliverability Network Upgrade (DNU) Cost Est:	
Minimum Number of Months to Complete DNU from Interconnect Study:	
CAISO ResourceID (if known):	
CAISO Settlement Resource Pnode (if known):	

If project includes storage, please complete this section:

Total Storage Capacity (MW):	
Duration (hours):	
Grid charging capable? (Y/N):	
ITC eligible? (Y/N):	
Storage device coupling? (AC/DC):	
Regulation service eligible?:	
Max rate of discharge:	
Roundtrip efficiency:	
Parasitic losses:	
Minimum SOC:	
Max # of cycles per year:	

Generating Facility Developer Information (Leave blank if development will be done by Participant, or is Existing):

Developer Name:

Street Address:

City:

State

Choose

Zip Code

Owners of Generating Facility Entity:		
Name	Ownership	Website URL
	100.0%	
	0.0%	
	0.0%	
	0.0%	
	0.0%	
	100.0%	Total must not exceed 100%

Participant Proposal - Energy Pricing

(do not edit cells in this gray section)

Delivery (Pnode):

Generating Facility Name:

0

Generating Facility Location:

, Choose

OfferID (internal):

Delivery Term (Contract Years):

10.0 Contact Years

Generating Facility Deliverability:

Choose One

Contract Term			PPA Contract Price				Generating Facility			
Contract Year No:	Contract Year Start Date (mm/dd/yyyy)		Contract Year Stop Date (mm/dd/yyyy)	Firm-Fixed Contract Price (\$/MWh)	<< Pnode Delivery Point >>	Fixed Contract Price with Annual Escalation Factor		Nameplate Capacity (MW)	Expected Annual Capacity Factor (%)	Contract Quantity: Expected Annual Energy (MWh)
				0		0	Factor %			
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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14										
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16										
17										
18										
19										
20										

Participant Proposal - Energy Pricing

(do not edit cells in this gray section)

Delivery (CAISO Hub):

Generating Facility Name:

0

Generating Facility Location:

, Choose

OfferID (internal):

Delivery Term (Contract Years):

10.0 Contact Years

Generating Facility Deliverability:

Choose One

Contract Term			PPA Contract Price				Generating Facility			
Contract Year No:	Contract Year Start Date (mm/dd/yyyy)		Contract Year Stop Date (mm/dd/yyyy)	Firm-Fixed Contract Price (\$/MWh)	<< CAISO Hub Delivery Point >>	Fixed Contract Price with Annual Escalation Factor		Nameplate Capacity (MW)	Expected Annual Capacity Factor (%)	Contract Quantity: Expected Annual Energy (MWh)
				0		0	Factor %			
1										
2										
3				\$ -		\$ -	0.00%			
4				\$ -		\$ -	0.00%			
5				\$ -		\$ -	0.00%			
6				\$ -		\$ -	0.00%			
7				\$ -		\$ -	0.00%			
8				\$ -		\$ -	0.00%			
9				\$ -		\$ -	0.00%			
10				\$ -		\$ -	0.00%			
11				\$ -		\$ -	0.00%			
12				\$ -		\$ -	0.00%			
13				\$ -		\$ -	0.00%			
14				\$ -		\$ -	0.00%			
15				\$ -		\$ -	0.00%			
16				\$ -		\$ -	0.00%			
17				\$ -		\$ -	0.00%			
18				\$ -		\$ -	0.00%			
19				\$ -		\$ -	0.00%			
20				\$ -		\$ -				

Generating Facility Estimated Energy Production Profile

Generating Facility Name: \_\_\_\_\_Generating Facility Location: [Choose](#) \_\_\_\_\_OfferID (internal): \_\_\_\_\_

Please provide a generation profile forecast of each month's average-day net output energy production, stated in MW by hour, by month and by year.

Year 11900	
Month	01000200030004000500060007000080009000100011001200130014001500160017001800190020002100220023002400Hourly TotalDays/Month
Jan	-31
Feb	-28
Mar	-31
Apr	-30
May	-31
Jun	-30
Jul	-31
Aug	-31
Sep	-30
Oct	-31
Nov	-30
Dec	-31
Monthly Total	-
Year 21901	
Month	01000200030004000500060007000080009000100011001200130014001500160017001800190020002100220023002400Hourly TotalDays/Month
Jan	-31
Feb	-28
Mar	-31
Apr	-30
May	-31
Jun	-30
Jul	-31
Aug	-31
Sep	-30
Oct	-31
Nov	-30
Dec	-31
Monthly Total	-
Year 31902	
Month	01000200030004000500060007000080009000100011001200130014001500160017001800190020002100220023002400Hourly TotalDays/Month
Jan	-31
Feb	-28
Mar	-31
Apr	-30
May	-31
Jun	-30
Jul	-31
Aug	-31
Sep	-30
Oct	-31
Nov	-30
Dec	-31
Monthly Total	-
Year 41903	
Month	01000200030004000500060007000080009000100011001200130014001500160017001800190020002100220023002400Hourly TotalDays/Month
Jan	-31
Feb	-28
Mar	-31
Apr	-30
May	-31
Jun	-30
Jul	-31
Aug	-31
Sep	-30
Oct	-31
Nov	-30
Dec	-31
Monthly Total	-
Year 51904	
Month	01000200030004000500060007000080009000100011001200130014001500160017001800190020002100220023002400Hourly TotalDays/Month
Jan	-31
Feb	-29
Mar	-31
Apr	-30
May	-31
Jun	-30
Jul	-31
Aug	-31
Sep	-30
Oct	-31
Nov	-30
Dec	-31



[illegible]

[illegible]

Year 12 1911

[illegible]

Year 13 1912

[illegible]

Year 14 1913

[illegible]

Year 15      1914

[illegible]

Year 16 1915

[illegible]



<b>Generating Facility Historical Energy Production Profile</b>		
Generating Facility Name: _____	Generating Facility Location: <a href="#">, Choose</a> _____	OfferID (internal): _____

Please include average output (in MW) from at least the last 5 calendar years that the plant was fully operating. While the spreadsheet default values are 2020, 2019, 2018, 2017, and 2016, responders should update the year(s) if any earlier years are required to fulfill this requirement. Please submit as much historical information as available.

## 2020

[illegible]

2019

[illegible]

2018

[illegible]

2017

[illegible]

2016

[illegible]

Jul																									-	31	
Aug																									-	31	
Sep																									-	30	
Oct																									-	31	
Nov																									-	30	
Dec																									-	31	
Monthly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-		
2015																											
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## **ITEM 6D**

### **Desert Community Energy Board May 22, 2020**



#### **STAFF REPORT**

**Subject:** Desert Community Energy Fiscal Year 2020/2021 Budget Review

**Contact:** Don Dame, Energy Consultant

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**Recommendation:** Review Desert Community Energy Fiscal Year 2020/2021 Proposed Budget.

**Background:** DCE's FY2020 budget was approved at DCE's June 2019 Board meeting and anticipated launching Palm Springs' "all load" CCA coupled with municipal loads only for Cathedral City and Palm Desert on March 1, 2020. On April 1, 2020 DCE launched only the Palm Springs' CCA, with Palm Desert's launch timing to be determined at a later date. Cathedral City has opted to withdraw from DCE participation effective July 1, 2021. Cathedral City will continue participating in DCE's CARE/FERA outreach program. DCE Members have modified the JPA to provide for decision making given a single Member CCA launch and have also generally discussed how to track costs and revenues with only one active CCA Member.

The May Board meeting provides an opportunity for questions, comment, and to provide input to staff prior to Board consideration of budget approval at the June Board meeting. Staff will continue to coordinate with TEA to update estimated power supply costs, projected retail sales revenues, economic impacts and other factors, as warranted, that may affect budget forecast and DCE financial performance over the next budget year. The budget portrays the most current expected business outcome for FY2021 but many uncertainties remain such as COVID-19 and likely corresponding economic impacts that may reduce loads, retail sales and induce power market volatility. In addition to the aforementioned factors, SCE's retail rates and PCIA charges are expected to change multiple times during the FY2021 budget period which will likely require corresponding rate and budget adjustments by DCE to maintain rate and revenue objectives.

**Proposed Budget Assumptions:** The Desert Community Energy Fiscal Year 2020/2021 Budget was developed based on assumptions and forecasts including:

1. Palm Springs CCA operations began April 1, 2020 and is the only CCA assumed active throughout the budget forecast period.
2. TEA's 5-5-2020 financial model output which includes projected loads, resources, revenues and costs over the budget forecast period.
3. Opt-Out rate = 8% (customers that remain SCE bundled customers).
4. Opt-Down rate = 5% (customers that choose Desert Saver as opposed to 100% CF)
5. Target Rate Setting Goals: Desert Saver to be at least 0.5% less than SCE base rate; 100% Carbon Free not to exceed 6% generation premium (versus SCE base rate, when averaged over the budget year using total bill comparisons).

6. Establish rates sufficient to:
  - a. Yield positive net margin.
  - b. Build cash reserves.
  - c. Eventually attain investment grade credit rating.
7. Cost allocation based on cost causality, fairness and equity.
8. Meet regulatory, legislative and operating requirements.
9. Ongoing collaboration with other CCAs and public power groups.
10. Necessary and adequate DCE internal staffing.
11. Maintain contract relationship with CVAG.
12. Continue CARE / FERA outreach program on behalf of all DCE Members.
13. Monitor and adjust forecast retail loads, revenues and costs based on experience and expectations with regard to COVID-19 and general economic conditions.
14. Develop and implement actual to budget reporting processes.
15. Adhere to adopted Board policies and objectives.

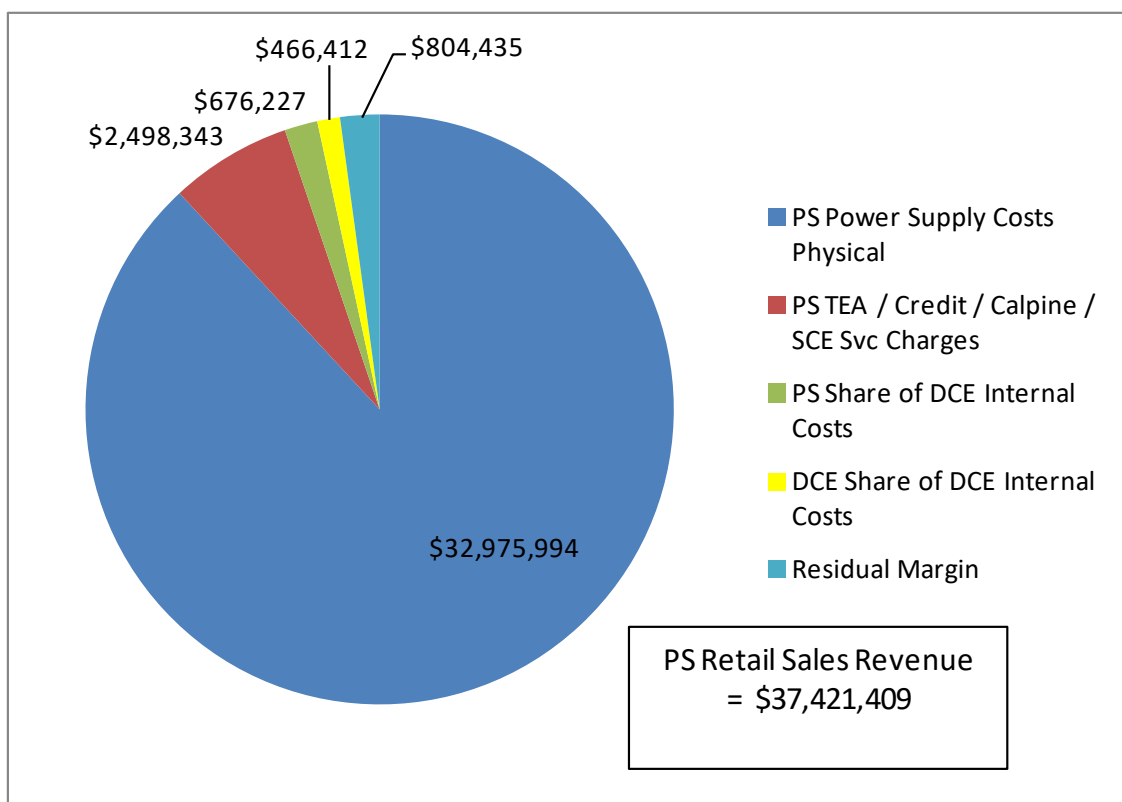
**Proposed Budget Summary Figures:** The following figures summarize DCE's budget expectations for FY2021:

**Figure 1. FY 2021 Cost Allocation Between DCE and Palm Springs Only**

Use	How Displayed	DCE	PS-CCA	TOT
1	DCE	100.00%	0.00%	100.00%
2	50% active PS-CCA, 50% "DCE"	50.00%	50.00%	100.00%
3	75% active PS-CCA	25.00%	75.00%	100.00%
4	100% active PS-CCA	0.00%	100.00%	100.00%
Use 1 is DCE-wide. Use 2 is 50% DCE-wide, 50% Active PS-CCA. Use 3 is 75% Active PS-CCA. Use 4 is 100% Active PS-CCA.				

Figure 1 displays how costs are proposed to be allocated within the budget process between DCE and Palm Springs (PS) as the only active member. Costs such as DCE's CARE / FERA program, for example, are allocated DCE-wide ("Use 1") assuming all Members benefit proportionately from this program effort. Costs and or revenues specific to the Palm Springs launch and CCA operations are allocated solely to PS ("Use 4"). Uses 2 and 3 provide a means to share costs which benefit both DCE and the Palm Springs CCA program. Participation in CalCCA, for example, benefits both DCE Members that may launch a CCA program in the future as well as the existing PS CCA program. Staff proposes to use best reasonable judgment to fairly allocate budget items attributable to both DCE and the PS CCA, and to bring to the Board for discussion budget items that may not fall within the above 4 categories.

**Figure 2. FY 2021 Macro Budget Summary:**



The pie chart in Figure 2 shows high level budget overview for FY2021. The dark blue, red, and green "slices" show costs attributable to only Palm Springs' CCA operations. The dark blue area represents total physical power supply costs of \$32,975,994; the red area represents non DCE wholesale services charges from TEA, Calpine and SCE attributable to Palm Springs CCA. The green area shows the portion of DCE internal charges attributable to Palm Springs' CCA operations. The yellow area shows DCE internal costs attributable to all DCE members and includes projected costs associated with the ongoing CARE / FERA outreach program (and note that Palm Springs receives its proportionate share of DCE-wide costs as well). The light blue area shows expected residual of revenues less costs associated with the PS CCA over this FY (and excludes cash on hand at end of FY2020). The cost splits are based on the percentage allocation mechanism depicted in Figure 1, above and shown in more detail in Figure 3, below.

Figure 3 shows the proposed aggregated budget summary for FY2021. Lines 1-7 show revenues and costs associated with PS CCA as taken from the TEA financial model. Lines 9 - 19 show projected DCE non power supply operating costs. Lines 13 and 14 are assigned to PS only as a function of CCA operations --these costs include TEA and Calpine services, TEA credit fee, and SCE charges. Lines 10-12 and 15-18 are internal DCE costs and are shared between DCE and PS CCA based on expected benefits received.

**Figure 3. FY 2021 Budget Summary Table:**

FY 2021 (July 1, 2020 - June 30, 2021) DCE Projected Revenues and Costs							
Line			MW/h Load:	504,430	USE		
	Revenues *	FY2021	Avg \$/Month	Avg \$/MW/h		DCE	PS CCA
1	Retail Sales Revenue	\$ 37,421,409	\$ 3,118,451	\$ 74.19	4	\$ -	\$ 37,421,409
2	Other Revenues	\$ -	\$ -	na	1	\$ -	\$ -
3	<b>Total DCE Revenue</b>	<b>\$ 37,421,409</b>	<b>\$ 3,118,451</b>	<b>\$ 74.19</b>		<b>\$ -</b>	<b>\$ 37,421,409</b>
4							
5	Power Costs *	FY2021	Avg \$/Month	Avg \$/MW/h			
6	DCE Wholesale Power Supply	\$ 32,975,994	\$ 2,747,999	\$ 65.37	4	\$ -	\$ 32,975,994
7							
8	DCE Operating Costs	FY2021	Avg \$/Month	Avg \$/MW/h	USE	DCE	PS CCA
9	DCE Position Support	\$ 375,830	\$ 31,319	\$ 0.75	3	\$ 93,958	\$ 281,873
10	Contract and Other Labor	\$ 147,600	\$ 12,300	\$ 0.29	3	\$ 36,900	\$ 110,700
11	CVAG Related facilities support	\$ 76,808	\$ 6,401	\$ 0.15	2	\$ 38,404	\$ 38,404
12	Wholesale Support Svcs (TEA, Calpine, SCE chgs, etc)	\$ 2,188,025	\$ 182,335	\$ 4.34	4	\$ -	\$ 2,188,025
13	TEA/Calp \$ delays repay	\$ 310,318	\$ 25,860	\$ 0.62	4	\$ -	\$ 310,318
14	Retail Business Support Activities	\$ 142,200	\$ 11,850	\$ 0.28	2	\$ 71,100	\$ 71,100
15	CARE / FERA Outreach and Other Programs	\$ 168,000	\$ 14,000	\$ 0.33	1	\$ 168,000	\$ -
16	Office Supplies, Dues, Memberships Expenses	\$ 142,200	\$ 11,850	\$ 0.28	3	\$ 35,550	\$ 106,650
17	Contingency	\$ 90,000	\$ 7,500	\$ 0.18	3	\$ 22,500	\$ 67,500
18	<b>Total non-power Operating Costs</b>	<b>\$ 3,640,981</b>	<b>\$ 303,415</b>	<b>\$ 7.22</b>		<b>\$ 466,412</b>	<b>\$ 3,174,569</b>
19							
20	<b>Total Power and Operating Costs</b>	<b>\$ 36,616,975</b>	<b>\$ 3,051,415</b>	<b>\$ 72.59</b>		<b>\$ 466,412</b>	<b>\$ 36,150,563</b>
21	Effective DCE / CCA Shares this FY					1.27%	98.73%
22	<b>Estimated FY Residual Available for Reserves &amp; Other</b>	<b>\$ 804,435</b>					
23							
	* Accrued						

Figure 4 projects from estimated end of current FY2020 results through the end of FY2023 on an accrual basis and indicates a positive cumulative total margin over this period of about \$9.8 million.

The subsequent Figures 5, 6, and 7 show annual estimated summary detail for current FY 2020 and notional budget forecasts for FYs 2022 and 2023.

**Figure 4. FYs 2020-2023 Budget Summary Table:**

Combining FY20, FY21, FY22 and FY23 (Accrual Basis)						
Line					DCE	PS CCA
1	Revenues	\$118,254,290			\$0	\$118,254,290
2	Power Costs	\$102,793,148			\$0	\$102,793,148
3	Non Power Operating Costs	\$10,278,396			\$1,286,221	\$8,992,175
4	Residual Power Liquidation Revenues @ 7/1/2020	\$4,000,000				
5	Cumulative Net Margin from FYs 20, 21, 22, 23	\$5,879,885				
6	<b>Total Cumulative Residual Available for Reserves &amp; Other</b>	<b>\$9,879,885</b>				

**Figure 5. FY 2020 Estimated Budget Summary Result:**

Estimated Close of FY2020 DCE Costs, Revenues, and Cash on Hand (PS CCA Active April - Jun 2020)								
Line			MWh Load:		111,489	USE		
		FY2020	Avg \$/Month	Avg \$/MWh/h			DCE	PS CCA
1	Revenues *							
2	Retail Sales Revenue	\$ 8,767,062	\$ 2,922,354	\$ 78.64	4	\$ -	\$ 8,767,062	
3	Other Revenues	\$ -	\$ -	na	1	\$ -	\$ -	
4	Total DCE Revenue	\$ 8,767,062	\$ 2,922,354	\$ 78.64		\$ -	\$ 8,767,062	
5								
6	Power Costs *	FY2020	Avg \$/Month	Avg \$/MWh/h				
7	DCE Wholesale Power Supply	\$ 7,088,754	\$ 2,362,918	\$ 63.58	4	\$ -	\$ 7,088,754	
8								
9	DCE Operating Costs	FY2020	Avg \$/Month	Avg \$/MWh/h	USE	DCE	PS CCA	
10	DCE Position Support	\$ 254,116	\$ 21,176	na	3	\$ 63,529	\$ 190,587	
11	Contract and Other Labor	\$ 143,000	\$ 11,917	na	3	\$ 35,750	\$ 107,250	
12	CVAG Related facilities support	\$ 76,808	\$ 6,401	na	2	\$ 38,404	\$ 38,404	
13	Wholesale Support Svcs (TEA, Calpine, SCE chgs, etc)	\$ 499,163	\$ 41,597	na	4	\$ -	\$ 499,163	
14	TEA/Calp \$ delays repay	\$ (310,318)	\$ (25,860)	na	4	\$ -	\$ (310,318)	
15	Retail Business Support Activities	\$ 30,200	\$ 2,517	na	1	\$ 30,200	\$ -	
16	CARE / FERA Outreach and Other Programs	\$ 168,000	\$ 14,000	na	1	\$ 168,000	\$ -	
17	Office Supplies, Dues, Memberships Expenses	\$ 30,200	\$ 2,517	na	1	\$ 30,200	\$ -	
18	Contingency	\$ 90,000	\$ 7,500	na	3	\$ 22,500	\$ 67,500	
19	Total non-power Operating Costs	\$ 981,169	\$ 81,764	na		\$ 388,583	\$ 592,586	
20								
21	Total Power and Operating Costs	\$ 8,069,923	\$ 672,494	na		\$ 388,583	\$ 7,681,340	
22	Effective DCE / CCA Shares this FY					4.82%	95.18%	
23	Estimated FY Residual Available for Reserves & Other	\$ 697,139	(Without beginning cash)					
* Accrued								

**Figure 6. FY 2022 Notional Budget Summary:**

FY 2022 (July 1, 2021 - June 30, 2022) DCE Projected Revenues and Costs							
Line			MWh Load: 510,553		USE		
		FY2022	Avg \$/Month	Avg \$/MWh/h		DCE	PS CCA
1	<b>Revenues and Any Working Capital Infusion</b>						
2	Retail Sales Revenue	\$ 39,868,882	\$ 3,322,407	\$ 78.09	4	\$ -	\$ 39,868,882
3	Other Revenues	\$ -			1	\$ -	\$ -
4	<b>Total DCE Revenue</b>	<b>\$ 39,868,882</b>	<b>\$ 3,322,407</b>	<b>\$ 78.09</b>		<b>\$ -</b>	<b>\$ 39,868,882</b>
5							
6	<b>Power Costs</b>						
7	DCE Wholesale Power Supply	\$ 35,059,606	\$ 2,921,634	\$ 68.67	4	\$ -	\$ 35,059,606
8							
9	<b>Operating Costs</b>						
10	DCE Position Support	\$ 387,105	\$ 32,259	\$ 0.76	3	\$ 96,776	\$ 290,329
11	Contract and Other Labor	\$ 150,928	\$ 12,577	\$ 0.30	3	\$ 37,732	\$ 113,196
12	CVAG Related facilities support	\$ 79,112	\$ 6,593	\$ 0.15	2	\$ 39,556	\$ 39,556
13	Wholesale Support Svcs (TEA, Calpine, SCE chgs, etc)	\$ 2,209,964	\$ 184,164	\$ 4.33	4	\$ -	\$ 2,209,964
14	TEA/Calp \$ delays repay	\$ -	\$ -	\$ -	4	\$ -	\$ -
15	Retail Business Support Activities	\$ 146,316	\$ 12,193	\$ 0.29	1	\$ 146,316	\$ -
16	CARE / FERA Outreach and Other Programs	\$ 84,000	\$ 7,000	\$ 0.16	2	\$ 42,000	\$ 42,000
17	Office Supplies, Dues, Memberships Expenses	\$ 146,316	\$ 12,193	\$ 0.29	3	\$ 36,579	\$ 109,737
18	Contingency	\$ 92,700	\$ 7,725	\$ 0.18	3	\$ 23,175	\$ 69,525
19	<b>Total non-power Operating Costs</b>	<b>\$ 3,296,441</b>	<b>\$ 274,703</b>	<b>\$ 6.46</b>		<b>\$ 422,134</b>	<b>\$ 2,874,307</b>
20							
21	<b>Total Power and Operating Costs</b>	<b>\$ 38,356,047</b>	<b>\$ 3,196,337</b>	<b>\$ 75.13</b>		<b>\$ 422,134</b>	<b>\$ 37,933,913</b>
22	Effective DCE / CCA Shares this FY					1.10%	98.90%
23	<b>Estimated FY Residual Available for Reserves &amp; Other</b>	<b>\$ 1,512,834</b>					

**Figure 7. FY 2023 Notional Budget Summary:**

FY 2023 (July 1, 2022 - June 30, 2023) DCE Projected Revenues and Costs							
Line			MWh Load:	515,914	USE		
1	<b>Revenues and Any Working Capital Infusion</b>	<b>FY2023</b>	<b>Avg \$/Month</b>	<b>Avg \$/MWh/h</b>		<b>DCE</b>	<b>PS CCA</b>
2	Retail Sales Revenue	\$ 40,963,999	\$ 3,413,667	\$ 79.40	4	\$ -	\$ 40,963,999
3	Other Revenues	\$ -	\$ -		1	\$ -	\$ -
4	<b>Total DCE Revenue</b>	<b>\$ 40,963,999</b>	<b>\$ 3,413,667</b>	<b>\$ 79.40</b>		<b>\$ -</b>	<b>\$ 40,963,999</b>
5							
6	<b>Power Costs</b>	<b>FY2023</b>	<b>Avg \$/Month</b>	<b>Avg \$/MWh/h</b>			
7	DCE Wholesale Power Supply	\$ 34,757,548	\$ 2,896,462	\$ 67.37	4	\$ -	\$ 34,757,548
8							
9	<b>Operating Costs</b>	<b>FY2023</b>	<b>Avg \$/Month</b>	<b>Avg \$/MWh/h</b>	<b>USE</b>	<b>DCE</b>	<b>PS CCA</b>
10	DCE Position Support	\$ 389,125	\$ 32,427	\$ 0.75	3	\$ 97,281	\$ 291,844
11	Contract and Other Labor	\$ 155,456	\$ 12,955	\$ 0.30	3	\$ 38,864	\$ 116,592
12	CVAG Related facilities support	\$ 81,486	\$ 6,790	\$ 0.16	2	\$ 40,743	\$ 40,743
13	Wholesale Support Svcs (TEA, Calpine, SCE chgs, etc)	\$ 2,234,315	\$ 186,193	\$ 4.33	4	\$ -	\$ 2,234,315
14	TEA/Calp \$ delays repay	\$ -	\$ -	\$ -	4	\$ -	\$ -
15	Retail Business Support Activities	\$ 150,555	\$ 12,546	\$ 0.29	2	\$ 75,278	\$ 75,278
16	CARE / FERA Outreach and Other Programs	\$ 84,000	\$ 7,000	\$ 0.16	1	\$ 84,000	\$ -
17	Office Supplies, Dues, Memberships Expenses	\$ 150,555	\$ 12,546	\$ 0.29	3	\$ 37,639	\$ 112,917
18	Contingency	\$ 95,481	\$ 7,957	\$ 0.19	3	\$ 23,870	\$ 71,611
19	<b>Total non-power Operating Costs</b>	<b>\$ 3,340,974</b>	<b>\$ 278,414</b>	<b>\$ 6.48</b>		<b>\$ 397,675</b>	<b>\$ 2,943,299</b>
20							
21	<b>Total Power and Operating Costs</b>	<b>\$ 38,098,522</b>	<b>\$ 3,174,877</b>	<b>\$ 74.62</b>		<b>\$ 397,675</b>	<b>\$ 37,700,847</b>
22	Effective DCE / CCA Shares this FY					1.04%	98.96%
23	<b>Estimated FY Residual Available for Reserves &amp; Other</b>	<b>\$ 2,865,477</b>					

**Fiscal Analysis:** Per presented budget.

Caveat: The proposed budget incorporates multiple assumptions regarding CCA program participation, retail loads, wholesale supply cost, and COVID-19 related economic impacts. Further, SCE is expected to submit multiple rate changes over the period covered by this budget. DCE staff will actively monitor and report to the Board events which may alter expected budget results and, as warranted, bring back to the Board any proposed budget revisions deemed prudent and necessary to maintain DCE objectives.

**Attachment:**

1. DCE Fiscal Year 2020/2021 budget detail, by month.

## Fiscal Year 2021 Budget Estimate by Month

		FY2021 Total	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021
<b>Load Particulars</b>														
DCE Retail Load (MWh) net of opt-outs and losses		504,430	64,377	63,681	50,711	39,075	30,995	31,781	31,767	28,596	32,935	34,862	41,497	54,153
DCE Wholesale Load (MWh, retail load+ losses)		528,139	67,403	66,674	53,095	40,911	32,452	33,275	33,260	29,940	34,483	36,500	43,447	56,698
Estimated Distribution Losses (%)		4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%
Losses (MWh)		23,708	3,026	2,993	2,383	1,837	1,457	1,494	1,493	1,344	1,548	1,638	1,950	2,545
<b>Revenue Particulars</b>														
Gross Revenue	74.41	\$ 37,534,012	\$ 5,883,123	\$ 5,544,322	\$ 4,462,657	\$ 2,419,643	\$ 1,892,410	\$ 1,966,691	\$ 1,983,843	\$ 1,774,997	\$ 2,026,597	\$ 2,148,918	\$ 2,601,078	\$ 4,829,733
Less Uncollectable Accounts	(0.22)	\$ (112,602)	\$ (17,649)	\$ (16,633)	\$ (13,388)	\$ (7,259)	\$ (5,677)	\$ (5,900)	\$ (5,952)	\$ (5,325)	\$ (6,080)	\$ (6,447)	\$ (7,803)	\$ (14,489)
Net DCE Total Retail Revenue	74.19	\$ 37,421,409	\$ 5,865,474	\$ 5,527,689	\$ 4,449,269	\$ 2,412,384	\$ 1,886,733	\$ 1,960,791	\$ 1,977,891	\$ 1,769,672	\$ 2,020,517	\$ 2,142,471	\$ 2,593,275	\$ 4,815,244
Average Monthly Revenue (\$/MWh)		\$ 91.11	\$ 86.80	\$ 87.74	\$ 81.74	\$ 61.74	\$ 60.87	\$ 61.70	\$ 62.26	\$ 61.88	\$ 61.35	\$ 61.46	\$ 62.49	\$ 88.92
Accrual v. Cashflow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accrual Monthly Revenues		\$ 37,421,409	\$ 5,865,474	\$ 5,527,689	\$ 4,449,269	\$ 2,412,384	\$ 1,886,733	\$ 1,960,791	\$ 1,977,891	\$ 1,769,672	\$ 2,020,517	\$ 2,142,471	\$ 2,593,275	\$ 4,815,244
Cashflow Revenues if 2 Month Lag		\$ 37,648,628	\$ 2,746,127	\$ 4,889,610	\$ 5,865,474	\$ 5,527,689	\$ 4,449,269	\$ 2,412,384	\$ 1,886,733	\$ 1,960,791	\$ 1,977,891	\$ 1,769,672	\$ 2,020,517	\$ 2,142,471
<b>Total DCE Power Cost (w/o DCE Direct))</b>														
Wholesale Power Supply (All Physical Components)		\$ 32,975,994	\$ 4,922,846	\$ 4,947,330	\$ 4,280,989	\$ 2,480,442	\$ 1,829,644	\$ 1,902,663	\$ 1,984,202	\$ 1,802,376	\$ 1,720,942	\$ 1,687,414	\$ 2,058,183	\$ 3,358,963
TEA Services		\$ 626,746	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 51,840	\$ 53,395	\$ 53,395	\$ 53,395
TEA Credit Support		\$ 528,139	\$ 67,403	\$ 66,674	\$ 53,095	\$ 40,911	\$ 32,452	\$ 33,275	\$ 33,260	\$ 29,940	\$ 34,483	\$ 36,500	\$ 43,447	\$ 56,698
Calpine Data Management		\$ 703,787	\$ 85,261	\$ 84,563	\$ 70,726	\$ 52,408	\$ 46,586	\$ 47,155	\$ 47,214	\$ 45,801	\$ 46,057	\$ 48,871	\$ 57,435	\$ 71,710
SCE Billing Services		\$ 329,354	\$ 39,721	\$ 39,396	\$ 32,949	\$ 24,415	\$ 21,703	\$ 21,968	\$ 22,216	\$ 21,551	\$ 21,672	\$ 22,995	\$ 27,025	\$ 33,742
Total Wholesale Cost, Accrual (f/mo)		\$ 35,164,019	\$ 5,167,071	\$ 5,189,803	\$ 4,489,598	\$ 2,650,017	\$ 1,982,225	\$ 2,056,901	\$ 2,138,733	\$ 1,951,508	\$ 1,874,994	\$ 1,849,175	\$ 2,239,485	\$ 3,574,509
Average Wholesale Cost \$/MWh		\$ 69.71	\$ 80.26	\$ 81.50	\$ 88.53	\$ 67.82	\$ 63.95	\$ 64.72	\$ 67.32	\$ 68.24	\$ 56.93	\$ 53.04	\$ 53.97	\$ 66.01
<b>Notional Cashflow Adjustments</b>														
3-Mo Def. Calp/TEA Svcs, Repay start 7/20, 12 pmts		\$ 310,318	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860	\$ 25,860
2-Mo Def. Pwr Cost, Repay start 7/20, 24 pmts @3% APR		\$ 1,465,788	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149	\$ 122,149
Estimated Total Wholesale Cost Cashflow Basis		\$ 36,940,125	\$ 5,315,080	\$ 5,337,812	\$ 4,637,607	\$ 2,798,026	\$ 2,130,234	\$ 2,204,910	\$ 2,286,742	\$ 2,099,517	\$ 2,023,003	\$ 1,997,184	\$ 2,387,494	\$ 3,722,518
Total DCE Internal Operations Charges		\$ 1,087,138	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 91,387	\$ 98,887	\$ 91,387	\$ 91,387	\$ 91,887
DCE Internal, \$ / MWh		\$ 2.16	\$ 1.38	\$ 1.40	\$ 1.75	\$ 2.27	\$ 2.87	\$ 2.80	\$ 2.80	\$ 3.20	\$ 3.00	\$ 2.62	\$ 2.20	\$ 1.70
<b>Total Non Power Opr Exp (DCE + All Services)</b>														
Operating Expenses \$/MWh		\$ 6.49	\$ 5.17	\$ 5.20	\$ 5.87	\$ 6.61	\$ 7.79	\$ 7.65	\$ 7.66	\$ 8.41	\$ 7.68	\$ 7.26	\$ 6.57	\$ 5.68
<b>Expected Accrual Results (w/o revenue lag)</b>														
Revenues		\$ 37,421,409	\$ 5,865,474	\$ 5,527,689	\$ 4,449,269	\$ 2,412,384	\$ 1,886,733	\$ 1,960,791	\$ 1,977,891	\$ 1,769,672	\$ 2,020,517	\$ 2,142,471	\$ 2,593,275	\$ 4,815,244
Power and Operations Costs		\$ 36,251,157	\$ 5,255,957	\$ 5,278,690	\$ 4,578,485	\$ 2,738,903	\$ 2,071,111	\$ 2,145,787	\$ 2,227,619	\$ 2,042,895	\$ 1,973,881	\$ 1,940,562	\$ 2,330,871	\$ 3,666,395
Net Margin Avail After Expenses - Accrual		\$ 1,170,253	\$ 609,516	\$ 248,999	\$ (129,216)	\$ (326,519)	\$ (184,378)	\$ (184,996)	\$ (249,728)	\$ (273,223)	\$ 46,636	\$ 201,909	\$ 262,403	\$ 1,148,848
Annual Cumulative Accrual Revenues			\$ 5,865,474	\$ 11,393,162	\$ 15,842,432	\$ 18,254,816	\$ 20,141,549	\$ 22,102,340	\$ 24,080,231	\$ 25,849,903	\$ 27,870,420	\$ 30,012,891	\$ 32,606,166	\$ 37,421,409
Annual Cumulative Accrual Power and Operations Cost			\$ 5,255,957	\$ 10,534,647	\$ 15,113,132	\$ 17,852,035	\$ 19,923,146	\$ 22,068,933	\$ 24,296,553	\$ 26,339,448	\$ 28,313,329	\$ 30,253,890	\$ 32,584,762	\$ 36,251,157
Net Position - Accrual		\$ 328,321	\$ 937,837	\$ 1,186,837	\$ 1,057,621	\$ 731,102	\$ 546,723	\$ 361,727	\$ 111,999	\$ (161,224)	\$ (114,588)	\$ 87,322	\$ 349,725	\$ 1,498,574
<b>Expected Cashflow Results (w/lags &amp; deferrals)</b>														
Revenues		\$ 37,648,628	\$ 2,746,127	\$ 4,889,610	\$ 5,865,474	\$ 5,527,689	\$ 4,449,269	\$ 2,412,384	\$ 1,886,733	\$ 1,960,791	\$ 1,977,891	\$ 1,769,672	\$ 2,020,517	\$ 2,142,471
Power and Operations Costs		\$ 40,215,288	\$ 5,648,191	\$ 5,669,172	\$ 4,935,103	\$ 3,056,486	\$ 2,371,701	\$ 2,448,034	\$ 2,530,159	\$ 2,340,036	\$ 2,275,941	\$ 2,250,332	\$ 2,660,182	\$ 4,029,950
Net Margin Avail After Expenses - Cashflow		\$ (2,566,660)	\$ (2,902,064)	\$ (779,562)	\$ 930,370	\$ 2,471,202	\$ 2,077,568	\$ (35,650)	\$ (643,426)	\$ (379,245)	\$ (298,050)	\$ (480,660)	\$ (639,666)	\$ (1,887,479)
Annual Cumulative Cashflow Revenues			\$ 2,746,127	\$ 7,635,737	\$ 13,501,210	\$ 19,028,899	\$ 23,478,168	\$ 25,890,552	\$ 27,777,285	\$ 29,738,076	\$ 31,715,968	\$ 33,485,640	\$ 35,506,157	\$ 37,648,628
Annual Cumulative Cashflow Power and Operations Cost			\$ 5,648,191	\$ 11,317,362	\$ 16,252,466	\$ 19,308,952	\$ 21,680,653	\$ 24,128,688	\$ 26,658,847	\$ 28,998,883	\$ 31,274,824	\$ 33,525,156	\$ 36,185,338	\$ 40,215,288
Net Position - Cashflow		\$ 328,321	\$ (2,573,743)	\$ (3,353,305)	\$ (2,422,935)	\$ 48,268	\$ 2,125,836	\$ 2,090,186	\$ 1,446,760	\$ 1,067,514	\$ 769,464	\$ 288,805	\$ (350,861)	\$ (2,238,340)
<b>Expected Accounts Receivable</b>														
Cash on Hand End of Prior FY		\$ 3,312,767												
Cash On Hand + Cashflow + Accts Receivable			\$ 8,374,761	\$ 10,714,546	\$ 12,282,995	\$ 13,337,993	\$ 12,300,257	\$ 9,702,070	\$ 8,607,051	\$ 8,318,964	\$ 7,829,795	\$ 7,391,761	\$ 7,124,894	\$ 5,810,174

DCE internal costs and expenses are included in the above but are displayed in greater detail on the next table.

Fiscal Year 2021 Budget Estimate by Month													
Estimated Operating Expenses	FY2021 Total	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2020
DCE Positions (Accessed via CVAG) Salary w/Benefits	\$ 375,830	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319	\$ 31,319
Executive Director	\$ 65,382	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448	\$ 5,448
Director II - DCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Finance Director	\$ 13,589	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132	\$ 1,132
Accounting Manager	\$ 117,155	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763	\$ 9,763
Director - CVAG	\$ 71,555	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963	\$ 5,963
Management Analyst	\$ 91,498	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625	\$ 7,625
Program Assistant II	\$ 8,480	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707
Governmental Projects Manager	\$ 4,194	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Accounting Assistant	\$ 3,978	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331	\$ 331
Contracts and Contract Labor (not incl. elsewhere)	\$ 147,600	\$ 10,633	\$ 10,633	\$ 10,633	\$ 10,633	\$ 10,633	\$ 10,633	\$ 10,633	\$ 13,133	\$ 20,633	\$ 13,133	\$ 13,133	\$ 13,133
Legal Counsel (General Counsel/Special Counsel)	\$ 50,000	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167
Regulatory Counsel	\$ 50,000	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167
Power Contracts Legal Support	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
D. Dame CCA Consulting Support	\$ 18,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
External Rate Design Support	\$ 6,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
External ROC Participation	\$ 3,600	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Audit Services and Fees	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -
Other Contract Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CVAG Related Support	\$ 76,808	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401	\$ 6,401
Lease and Maintenance	\$ 15,000	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
General Office Expense	\$ 10,000	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833
Insurance	\$ 10,000	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833
Accounting Services /Software	\$ 10,236	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853	\$ 853
CVAG Facilities Usage Charge	\$ 12,852	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071	\$ 1,071
Meetings	\$ 6,720	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560
Utilities	\$ 2,000	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167
Overhead Allocation	\$ 10,000	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833
Direct Business Support and Transactions Costs	\$ 86,700	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,183	\$ 7,683
Banking Services	\$ 1,200	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Audit Svcs	\$ 6,500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000
Burke-Rix Services	\$ 45,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750
Other Wholesale Services (Rates / Consultant / etc.)	\$ 10,000	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833
Website Hosting	\$ 6,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Communications / Advertising	\$ 18,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
DCE Programs	\$ 168,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
CARE / FERA Outreach	\$ 168,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Other Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies and Other Expenses	\$ 142,200	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850	\$ 11,850
Office Supplies	\$ 1,200	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Technology Costs	\$ 5,000	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417
Community Engagement / Sponsorships	\$ 12,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Travel and Training Expenses	\$ 12,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
CalCCA Dues (est @ \$100,000 / year)	\$ 100,000	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333
Other Memberships	\$ 6,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Miscellaneous Expenses	\$ 6,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Contingency	\$ 90,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Total DCE Internal Operations Charges	\$ 1,087,138	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 88,887	\$ 91,387	\$ 98,887	\$ 91,387	\$ 91,387	\$ 91,887
DCE Internal, \$ / MWh	\$ 2.16	\$ 1.38	\$ 1.40	\$ 1.75	\$ 2.27	\$ 2.87	\$ 2.80	\$ 2.80	\$ 3.20	\$ 3.00	\$ 2.62	\$ 2.20	\$ 1.70

The above table depicts estimated DCE internal costs and expenses.



**ITEM 7A****DESERT COMMUNITY ENERGY BOARD  
FY2019-2020 ATTENDANCE RECORD**

<b>Voting Members</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>
City of Cathedral City	✓	*	✓		*	✓	✓	✓	*	✓		
City of Palm Desert		*	✓	✓	*	✓	✓	✓	*	✓		
City of Palm Springs	✓	*	✓	✓	*	✓	✓	✓	*	✓		
<b>Non-Voting Member</b>												
City of Desert Hot Springs		*			*							

Ex Officio / Absent  
No Meeting \*

**Desert Community Energy Board**  
**May 22, 2020**



**STAFF REPORT**

**Subject:**       **Utility Discount (CARE/FERA) Program Update**

**Contact:**       Benjamin Druyon, Management Analyst, Energy & Environmental Resources  
                  ([bdruyon@cvaq.org](mailto:bdruyon@cvaq.org))

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**Recommendation: Information only.**

**Background:** At the October 21 meeting the Board approved a two-year services agreement with Lift To Rise to launch a program by January 1, 2020 with a goal of enrolling 3,000 new CARE/FERA customers and to implement a plan to make the program sustainable beyond the 2-year term. California Alternate Rates for Energy (CARE<sup>1</sup>) and Family Electric Rate Assistance (FERA) are two CPUC authorized low income assistance programs offered by Southern California Edison (SCE) and SoCalGas. CARE customers receive a savings reduction of up to 30% on their energy bill, while FERA customers can save up to 18%. Customers may qualify for CARE or FERA if someone in their household already participates in a public assistance program, such as CalWorks, food stamps, or Medi-Cal. Customers may also qualify based on household income. CARE customers save approximately \$864 each year on their energy bills. This staff report summarizes the current progress on the Utility Discount Program.

**Pre COVID-19 efforts:** DCE and Lift To Rise staff have been laying the groundwork by working with other community organizations to reach out to potential enrollees. Outreach included utilizing the Community Advisory Committee, door to door canvassing, phone calls, and training staff from other organizations about these programs. Lift To Rise also sends out a monthly flyer to PSUSD and DSUSD database using PeachJar (13,000+ reached each month).

Lift To Rise is actively engaged with non-profit groups and faith-based organizations in all three cities to enlist their help to find and enroll eligible customers. To make the program sustainable over the long term, they have trained staff at these organizations to help potential enrollees with the application. For example, in Cathedral City, Lift To Rise has partnered with El Sol Neighborhood Education Center to train staff about these programs and to disburse flyers and applications when they reach out to their community. Similarly, in Palm Desert Lift To Rise has trained organizations within College of the Desert about these programs and how they can benefit students in need.

**Post COVID-19 Challenges:** With the recent changes related to the COVID-19 pandemic, many of our planned workshops and community events have been postponed or cancelled, which affects outreach efforts. Also, DCE staff and Lift To Rise staff are all working remotely due to the governor's "stay-home" order. DCE and Lift To Rise have had to readjust their outreach strategy because of this. To answer the call of this immediate threat, Lift To Rise developed and released an Economic Protection Plan which offers financial assistance to customers in need and includes enrolling customers into the CARE and FERA programs. Within the first two weeks of the release

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<sup>1</sup> CARE/FERA is funded through a rate surcharge paid by all other utility customers. The income limits may be adjusted each year depending on inflation. California has a Low-Income Oversight Board (LIOB), which was established by the Legislature to advise the CPUC on energy related low-income assistance programs of utilities under the CPUC's jurisdiction.

of the Economic Protection Plan, Lift To Rise received over 1,000 calls valley-wide. They are now well over 5,000 calls to date. Lift To Rise has been hosting training sessions with many volunteers, including some of the Community Advisory Committee members, preparing them with scripts and FAQs so they can reach out to those that have called in asking for help. With the current status of the pandemic, unemployment rates are at unprecedented levels and all of those customers will need financial assistance and likely qualify for the CARE or FERA programs.

Our Community Advisory Committee members have been instrumental in bringing our enrollment numbers up since the pandemic. They have been spreading the word to their respective communities and are staying involved. A few members have gone above and beyond expectations in helping Lift To Rise reach out to customers who have asked for assistance. DCE would like to give special recognition and thanks to the following volunteers for exemplary participation:

Lani Miller of Palm Springs  
David Freedman of Palm Springs  
Noel Loughrin of Palm Springs  
Shelley Kaplan of Cathedral City  
Kim Floyd of Palm Desert  
Daniel Paris of Palm Desert

As of the end of April we have submitted 113 applications.

DCE will continue to work with Lift To Rise and other agencies to determine the best and safest way to promote this program and will continue to assess which strategies are working well and adjust them as needed. Staff will provide regular updates to the DCE Board as numbers keep coming in.

Next steps:

- Continue working with agencies we have met with to encourage enrollments
- Continue to involve Community Advisory Committee members in all three cities
- Continue to train partner organizations and volunteers
- Continue reaching out to customers who have contacted LTR for financial assistance
- Develop an outreach plan which will focus on reaching Spanish speaking families

**ITEM 7C**

**DESERT COMMUNITY ENERGY**  
**UNAUDITED BALANCE SHEET**  
**FROM JULY 1, 2019 TO MARCH 31, 2020**

	<u>GENERAL</u>	<u>PALM SPRINGS</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>			
River City Bank			
- Operating Account	2,995.11	0.00	2,995.11
- Money Market Account	2,898,971.41	0.00	2,898,971.41
- ICS Account	1,304,832.88	0.00	1,304,832.88
- Lockbox Account	4.00	0.00	4.00
Total Cash	4,206,803.40	0.00	4,206,803.40
Due From Other Funds		0.00	0.00
Deposits/Bonds			
- CPUC	100,000.00	0.00	100,000.00
- CA ISO	500,000.00	0.00	500,000.00
Total Deposits/Bonds	600,000.00	0.00	600,000.00
<b>TOTAL ASSETS</b>	<b>4,806,803.40</b>	<b>0.00</b>	<b>4,806,803.40</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable			
- Donald D. Dame	1,006.25	481.25	
Total Accounts Payable	1,006.25	481.25	1,487.50
Due To Other Funds	0.00	0.00	0.00
<b>TOTAL LIABILITIES</b>	<b>1,006.25</b>	<b>481.25</b>	<b>1,487.50</b>
<b><u>FUND BALANCE</u></b>			
Fund Balance	4,953,122.94	(147,807.04)	4,805,315.90
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>4,954,129.19</b>	<b>(147,325.79)</b>	<b>4,806,803.40</b>

**ITEM 7C****DESERT COMMUNITY ENERGY****UNAUDITED STATEMENT OF REVENUES, EXPENDITURES,****AND CHANGES IN FUND BALANCES****FROM JULY 1, 2019 TO MARCH 31, 2020**

	<u>GENERAL</u>	<u>PALM SPRINGS</u>	<u>TOTAL</u>
<b><u>REVENUES</u></b>			
Other Revenue	0.00	2.00	2.00
Investment Income	65,356.94	0.00	65,356.94
<b>TOTAL REVENUES</b>	<b>65,356.94</b>	<b>2.00</b>	<b>65,358.94</b>
<b><u>EXPENDITURES</u></b>			
Accounting / Bank Services	1,033.00	0.00	1,033.00
Professional Services			
- LSL, CPAs	7,870.00	0.00	7,870.00
- Lift to Rise	42,000.00	0.00	42,000.00
- Southern California Edison	10,322.90	0.00	10,322.90
Total Professional Services	60,192.90	0.00	60,192.90
Consultants			
- Donald D. Dame	7,805.00	481.25	8,286.25
- White Rabbit Group	2,200.00	0.00	2,200.00
Total Consultants	10,005.00	481.25	10,486.25
Outreach			
- Burke Rix Communications	0.00	65,827.80	65,827.80
- PersonifyPro	0.00	4,159.94	4,159.94
- Heslin Cinematic	0.00	950.00	950.00
- BFG LLC (Gay Desert Guide)	0.00	20,000.00	20,000.00
Total Outreach	0.00	90,937.74	90,937.74
Printing			
- Ace Printing	0.00	56,390.05	56,390.05
Total Printing	0.00	56,390.05	56,390.05
<b>TOTAL EXPENDITURES</b>	<b>71,230.90</b>	<b>147,809.04</b>	<b>219,039.94</b>
Excess of Revenues over Expenditures	(5,873.96)	(147,807.04)	(153,681.00)
Fund Balance - Beginning of the Year	4,958,996.90	0.00	4,958,996.90
Fund Balance - End of the Year	4,953,122.94	(147,807.04)	4,805,315.90

**ITEM 7C**

**DESERT COMMUNITY ENERGY**  
**UNAUDITED FINANCIAL STATEMENTS**  
**FROM JULY 1, 2019 TO MARCH 31, 2020**

**ASSETS**

River City Bank		
- Operating Account	921.41	
- Money Market Account	3,010,106.55	
- ICS Account	1,302,698.70	
- Lockbox Account	4.00	
Total Cash		4,313,730.66

Deposits/Bonds	600,000.00	
<b>TOTAL ASSETS</b>		<b>4,913,730.66</b>

**LIABILITIES**

Accounts Payable	0.00	
<b>TOTAL LIABILITIES</b>		<b>0.00</b>

**FUND BALANCE**

Fund Balance	4,913,730.66	
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<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b>4,913,730.66</b>
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**REVENUES**

Electricity Sales	0.00	
Other Revenue	2.00	
Investment Income	59,357.90	
<b>TOTAL REVENUES</b>		<b>59,359.90</b>

**EXPENDITURES**

Cost of Electricity		
Electricity Purchase	0.00	
Low Carbon Settlement	0.00	
Renewable Energy Credit Settlement	0.00	
Market Charges	0.00	
Total Cost of Electricity		0.00
Accounting / Bank Services	905.13	
Legal Services	0.00	
Professional Services	46,192.90	
Consultants	22,642.80	
Outreach	21,624.98	
Postage	0.00	
Printing	13,260.33	
Registrations/Memberships	0.00	
Interest Expense	0.00	
<b>TOTAL EXPENDITURES</b>		<b>104,626.14</b>

Excess of Revenues over Expenditures	(45,266.24)	
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Fund Balance - Beginning of the Year	4,958,996.90	
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Fund Balance - End of the Year	4,913,730.66	
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**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS  
DESERT COMMUNITY ENERGY - EXPENDITURES INCURRED  
FOR AUDIT PERIOD ENDING JUNE 30, 2019**

Salaries	354,235.90
Benefits	115,641.91
Communications	7,704.70
Advertising	2,878.87
Insurance	18,962.83
Memberships and per diems	3,369.51
General and office expenses	9,358.34
Professional services	69,535.96
Consultants	68,662.35
Leases and maintenance	23,181.38
Staff training	1,953.88
School Training - Employer	0.00
Transportations and meetings	7,248.06
Utilities	<u>1,998.46</u>
<b>TOTAL EXPENDITURES</b>	<u><u>684,732.15</u></u>