



**California Energy Commission
March 6, 2023 Business Meeting
Backup Materials for Agenda Item No 03h:
GRID Alternatives**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution (attached below).
2. Grant Request Form or Grant Amendment Request Form or Contract Request Form or Loan Request Form (applicable form attached below).
3. Scope of Work (attached below).
4. CEQA documents (if applicable, attached below).
5. Other relevant documentation or link to other documentation (if applicable, attached below).

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: GRID Alternatives

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves MOU-22-003 with GRID Alternatives to support the development of a competitive grant application for the U.S. Department of Energy's (U.S. DOE) Grid Resilience and Innovation Partnerships Program (Topic Area 3) funding opportunity. The CEC and GRID Alternatives will determine which California Tribal Energy Resiliency Alliance (C-TERA) application partners will receive private funding to support activities related to the C-TERA application; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on March 6, 2023.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Liza Lopez
Secretariat



CONTRACT REQUEST FORM (CRF)

A) New Agreement # MOU-22-003 (to be completed by CGL office)

B) Division	Agreement Manager:	MS-	Phone
ERDD	Reta Ortiz	43	916-776-0801

C) Contractor's Legal Name	Federal ID Number
GRID Alternatives	26-0043353

D) Title of Project
California Tribal Energy Resiliency Alliance Program

E) Term and Amount

Start Date	End Date	Amount
3/7/2023	12/31/2024	\$ 0

F) Business Meeting Information

- Operational agreement (see CAM Manual for list) to be approved by Executive Director
- ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 3/6/2023 Consent Discussion

Business Meeting Presenter Reta Ortiz Time Needed: 5 minutes

Please select one list serve. Research (Energy RDD / PIER program)

Agenda Item Subject and Description:

GRID Alternatives. Proposed resolution approving MOU-22-003 with GRID Alternatives to support the development of a competitive grant application for the U.S. Department of Energy's (U.S. DOE) Grid Resilience and Innovation Partnerships Program (Topic Area 3) funding opportunity, and adopting staff's determination that this is not a project under CEQA. The CEC and GRID Alternatives will determine which California Tribal Energy Resiliency Alliance (C-TERA) application partners will receive private funding to support activities related to the C-TERA application. Contact: Reta Ortiz.

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

- Yes (skip to question 2)
- No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because this MOU will primarily be an administrative and collaboration agreement to put together a competitive grant application for the U.S. Department of Energy's Grid Resilience and Innovation Partnerships (GRIP) Program, on Grid Innovation Program funding opportunity with no direct impact to the environment.

2. If Agreement is considered a "Project" under CEQA:

- a) Agreement **IS** exempt.



CONTRACT REQUEST FORM (CRF)

- Statutory Exemption. List PRC and/or CCR section number:
 - Categorical Exemption. List CCR section number:
 - Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:
- b) Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
	\$

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:

J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
			\$

R&D Program Area: EGRB: EA TOTAL: \$0

Explanation for "Other" selection

Reimbursement Contract #: Federal Agreement #:

K) Contractor's Contact Information

1. Contractor's

Administrator/Officer

Name: Dan Dumovich
 Address: 1171 Ocean Ave Ste 200
 City, State, Zip: Oakland, CA
 94608-1147
 Phone: 510-731-1338
 E-Mail:
 ddumovich@gridalternatives.org

2. Contractor's Project Manager

Name: Dan Dumovich
 Address: 1171 Ocean Ave Ste 200
 City, State, Zip: Oakland, CA
 94608-1147
 Phone: 510-731-1338
 E-Mail:
 ddumovich@gridalternatives.org

L) Selection Process Used



CONTRACT REQUEST FORM (CRF)

- Solicitation Select Type Solicitation #: # of Bids: Low Bid No Yes
- Non Competitive Bid (*Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>)*)
- Exempt MOU
- Non Competitive Follow On Funding (SB 115)

M) Contractor Entity Type

- Private Company (*including non-profits*)
- CA State Agency (*including UC and CSU*)
- Government Entity (*i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state*)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?

If yes, check appropriate box(es): SB MB DVBE

O) Civil Service Considerations

- Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
- Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
- The Services Contracted:
 - are not available within civil service
 - cannot be performed satisfactorily by civil service employees
 - are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
- The Services are of such an:
 - urgent
 - temporary, or
 - occasional nature

that the delay to implement under civil service would frustrate their very purpose.

Justification:

N/A- this is an MOU and not a personal services contract and therefore is not subject to Government Code 19130.

P) Payment Method

1. Reimbursement in arrears based on:
 - Itemized Monthly Itemized Quarterly Flat Rate One-time
2. Advanced Payment
3. Other, explain: No cost MOU

Q) Retention

- Is Agreement subject to retention? No Yes
- If Yes, Will retention be released prior to Agreement termination? No Yes

R) Justification of Rates

There will be no funding provided in this agreement.



CONTRACT REQUEST FORM (CRF)

S) Disabled Veteran Business Enterprise Program (DVBE)

- 1. Exempt – No cost MOU
- 2. Meets DVBE Requirements DVBE Amount:\$ DVBE %:
 - a. Contractor is Certified DVBE
 - b. Contractor is Subcontracting with a DVBE:
- 3. Contractor selected through CMAS or MSA with no DVBE participation
- 4. Requesting DVBE Exemption (attach CEC 95)

T) Miscellaneous Agreement Information

- 1. Will there be Work Authorizations? No Yes
- 2. Is the Contractor providing confidential information? No Yes
- 3. Is the contractor going to purchase equipment? No Yes
- 4. Check frequency of progress reports
 - Monthly Quarterly Other
- 5. Will a final report be required? No Yes
- 6. Is the Agreement, with amendments, longer than three years? If yes, why?
 - No Yes

Because the term is less than 3 years.

U) The following items should be attached to this CRF (as applicable)

- 1. Exhibit A, Scope of Work N/A Attached
- 2. Exhibit B, Budget Detail N/A Attached
- 3. DGS-GSPD-09-007, NCB Request N/A Attached
- 4. CEC 95, DVBE Exemption Request N/A Attached
- 5. CEQA Documentation N/A Attached
- 6. Resumes N/A Attached
- 7. CEC 105, Questionnaire for Identifying Conflicts Attached

Reta Ortiz
Agreement Manager

2/14/2023
Date

Kevin Uy
Office Manager

2/14/2023
Date

Kevin Uy for Jonah Steinbuck
Deputy Director

2/14/2023
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA ENERGY COMMISSION
AND
GRID ALTERNATIVES**

California Tribal Energy Resiliency Alliance Program

I. INTRODUCTION AND BACKGROUND

The California Energy Commission is pursuing an ambitious and transformative opportunity to advance Tribal energy resilience and an equitable clean energy future. In partnership with California Native American Tribes and trusted Tribal partner organizations, the California Energy Commission is developing a strategic and coordinated \$500,000,000 application to the U.S. Department of Energy's (DOE) Grid Resilience and Innovation Partnerships (GRIP) Program, Topic Area 3: Grid Innovation Program funding opportunity. This is a federal funding opportunity, authorized through Section 40103(b) of the Infrastructure Investment and Jobs Act, Public Law 117-58, also known as the Bipartisan Infrastructure Law, signed into law by President Biden on November 15, 2021. The DOE released a Funding Opportunity Announcement for the GRIP Program on November 18, 2022.

The application launches the California Tribal Energy Resiliency Alliance (C-TERA), which brings together leaders in Tribal energy resilience including Tribes, trusted Tribal partner organizations, state agencies, utilities, universities, and technology developers to deliver a new model for replicable grid resilience and community energy. C-TERA will invest in Tribal clean energy projects that employ innovative approaches to technology solutions, partnerships, planning, financial arrangements, capacity building, and authentic and sustained community engagement. C-TERA will:

- Strategically develop and deploy 10 to 15 grid-serving renewable energy microgrids serving the specific needs of Tribal communities and their critical facilities, as well as acting as energy resilience and sustainable transportation hubs for surrounding communities.
- Establish innovative partnerships and collaborative planning processes with key Tribal and energy stakeholders to overcome barriers to technology solution deployment, advance engagement in energy planning at multiple scales, and support enterprise development and training for high-quality careers in the growing clean energy industry.
- Support formation of two Regional Energy Technical Assistance Hubs that will serve as a trusted resource to provide timely information, technical assistance, and capacity building to Tribes and under-resourced communities.

To execute the objectives of C-TERA and deliver a competitive GRIP application, resourced technical expertise and capacity is needed. Through outreach by the California Energy Commission, the partnerships necessary to achieve C-TERA objectives and deliver a strong GRIP application have been identified and coordinated, but financial resources to allow all partners to participate in application development are needed. GRID Alternatives, a C-TERA partner organization, has secured \$1,000,000 of private philanthropic funding to provide financial support to C-TERA partners on activities that directly support the development of the C-TERA GRIP application and identified tribal clean energy projects.

The focus of this MOU is to establish a process for distributing the \$1,000,000 C-TERA GRIP application development funds in coordination and collaboration with the California Energy Commission. Coordination and collaboration activities will include identification and determination of which C-TERA

application partners will receive funding to support their activities related to development of the C-TERA application; development of scopes of work for identified C-TERA application partners; and in partnership with other C-TERA lead team members review of C-TERA GRIP application partners work products.

II. PARTIES AND EFFECTIVE DATE

This Memorandum of Understanding (“MOU”) is entered into by and between the California Energy Commission, located at 715 P Street, Sacramento, California, 95814, and GRID Alternatives located at 1171 Ocean Avenue, Suite 200, Oakland, California, 94608 and will become effective as of the latest date of the signature of the Parties. The California Energy Commission and GRID Alternatives are collectively referred to as the “Parties” or individually as a “Party.”

III. PURPOSE

The purpose of this MOU is to establish a collaboration between the California Energy Commission and GRID Alternatives regarding the topics described in Section IV., each Party shall retain the exclusive right, title, and interest in their individual underlying technologies and information and any information/products/technologies, etc. derived from the work under this MOU.

IV. MOU

The focus of this MOU is to establish a process for distributing the \$1,000,000 of philanthropic funds supporting the C-TERA GRIP application development in coordination and collaboration with the California Energy Commission. Coordination and collaboration activities will include identification and determination of which C-TERA application partners will receive philanthropic funding to support their activities related to development of the C-TERA application; development of scopes of work for identified C-TERA application partners receiving philanthropic funds; and in partnership with other C-TERA lead team members review of C-TERA GRIP application partners work products.

Both parties acknowledge all information that is shared between the parties is publicly disclosable and sharing of confidential or proprietary information is excluded from the scope of the MOU.

- A. The California Energy Commission and GRID Alternatives intend to coordinate and collaborate on decisions and activities regarding the distribution of the \$1,000,000 of philanthropic funds designated to support the development of the C-TERA GRIP application as follows:
 1. Identification, assessment, and determination of which C-TERA application partners will receive philanthropic funding to support their activities related to development of the C-TERA application. Coordination and collaboration activities include:
 - a. Determining required activities to develop and complete the full C-TERA application.
 - b. Identifying application partners most qualified to execute required application activities.
 2. Establishment of scopes of work for identified C-TERA application partners:

- a. Working with identified C-TERA application partners to develop scopes of work for philanthropic fund distribution.
 - b. Reviewing and providing feedback on proposed scopes of work.
3. Evaluation of C-TERA application partners work products.
 - a. Providing feedback on developed application work products in partnership with other C-TERA lead team members.

V. GENERAL PROVISIONS

- A. This MOU does not create any legally binding rights or obligations between the Parties. It serves only as a record of the intentions of the Parties to identify areas of collaboration and joint interest. Therefore, this MOU does not create a binding agreement and is not enforceable in a court of law as a contract.
- B. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the State of California, through the California Energy Commission, or GRID Alternatives.
- C. Nothing in this MOU shall be construed to obligate or commit the California Energy Commission or the State of California to spend any funds on any purpose related to this MOU.
- D. This MOU is not a contract for the acquisition of services or goods under California law and nothing in this MOU is intended to or shall be construed to restrict the State of California or the California Energy Commission or GRID Alternatives from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State of California, the California Energy Commission, the Natural Resources Agency, or entities, its officers, employees, or agents.
- F. Any information shared between the California Energy Commission or GRID Alternatives under this MOU may be subject to the to the California Public Records Act, Cal. Gov. Code, section 6250 et seq. ("CPRA").
- G. This MOU is governed by the laws of the State of California as to interpretation and performance.
- H. All cooperative efforts in furtherance of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or California State law, the California Constitution, or the United States Constitution as applicable.
- I. The State of California, through the California Energy Commission, and GRID Alternatives may each discontinue this MOU at any time through 30-days written notification to the other Party with or without cause.

- J. GRID Alternatives acknowledges that it and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.
- K. The California Energy Commission and GRID Alternatives may modify this MOU only by a written instrument signed by the Parties.
- L. This MOU shall be effective on the later date of the signature of the Parties and shall remain in effect until December 31, 2024.
- M. Either Party to this MOU will obtain prior written approval of the other Party of all press releases, published advertisements, or other statements intended for the public that refer to this MOU; to the California Energy Commission or GRID Alternatives in connection with this MOU; or to the name or title of any employee of the California Energy Commission or GRID Alternatives in connection with this MOU. Neither Party shall use the other Party's name, logo, trademark, service mark, or trade name in any public release of information without the other Party's prior written consent.
- N. This MOU may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by fax or .pdf are valid.

VI. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

- California Energy Commission: Alex Horangic
- GRID Alternatives: **[Name]**

VII. APPROVALS

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date below.

Signature _____ Date: _____
[Name], GRID Alternatives

Signature _____ Date: _____
Drew Bohan, California Energy Commission