

☒ First

☐ Second

☐ Third

Amendment to Professional Services Agreement for Data Management and Customer Call Center Services

Consultant's Name: Calpine Energy Solutions, LLC ("Calpine")

(Standard Agreement AC No. 663225)

This Amendment is made and entered into this _____ day of _____, 2020. The City and Calpine amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. ☐ **Agreement Term:** Section 2 is amended to extend the expiration date from _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$15,683,800.00 to \$22,000,000.00.
 6. ☒ **Agreement Section(s):** Section 2, Subsection 10.1, and Subsection 20.1 are amended to read as set forth in Attachment A of the Amendment.
 7. ☒ **Scope of Basic Services – Exhibit A:** The ☒ original ☐ First Revised ☐ Second Revised Exhibit A is amended to read as set forth in the attached ☒ First ☐ Second ☐ Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☒ **Compensation – Exhibit B:** The ☒ original ☐ First Revised ☐ Second Revised Exhibit B is amended to read as set forth in the attached ☒ First ☐ Second ☐ Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. ☐ **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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This Amendment is executed by the authorized representatives of the City and Calpine as follows:

City of San José

Calpine Energy Solutions, LLC

By _____

Name: Toni J. Taber, CMC **Date**
Title: City Clerk

By _____

Name: James Wood **Date**
Title: President

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney.**

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

☐ **Approved as to Form:**

[Sr.] Deputy City Attorney **Date**

☒ **First**

Attachment A

☐ **Second**

Agreement Provision Amendment(s)

☐ **Third**

This Attachment A is an attachment to the ☒ First ☐ Second ☐ Third amendment to Agreement.

The Sections set forth in the original Agreement, or in any previous amendment to the original Agreement, are amended as follows:

“2. AGREEMENT TERM

The Agreement term is from the Contract Date to February 27, 2025, inclusive, unless terminated earlier pursuant to Section 20 below.”

“10.1 Maximum Total Compensation:

The maximum amount the City will pay Calpine for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is \$22,000,000.00 (“Maximum Total Compensation”), subject to the appropriation of funds.”

“20.1 Early Termination Option:

Upon 180 days’ advance written notice to Calpine in accordance with Section 22 of the Agreement, the Director may terminate this agreement on December 21, 2022, subject to an early termination fee of \$375,000, or on December 21, 2023, subject to a termination fee of \$187,500. Any termination elected and noticed in accordance with this Subsection 20.1 shall terminate both Parties’ rights and obligations under the Agreement as of the effective date of the termination, except for the Parties’ confidentiality obligations under Section 15 of the Agreement.”

☒ **First**

☐ **Second**

☐ **Third**

Revised Exhibit A: Scope of Basic Services

This revised Exhibit A is an attachment to the ☒ First ☐ Second ☐ Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

1. Definitions.

“Ad Hoc Request” or “Ad Hoc” refers to services, including: new services, additional services or significant modifications to current services, requested by City that fall outside the scope of what Calpine is contractually obligated to provide under the terms of this Agreement. In the event of City requesting Ad Hoc services, City shall specify in reasonable detail the nature, business reason and scope of the request and Calpine will use commercially reasonable efforts to deliver Ad Hoc items to City in a timely manner. Any Ad Hoc Request may be subject to the fee schedule set forth in Revised Exhibit B, Section 5.

“Agreement Holidays” refers to City Holidays, PG&E Holidays, and Calpine Holidays.

“Billing Window” refers to the period starting on the meter read date and ending 10 calendar days later. Submission of bill data must occur during this period for the CCA charges to appear on the consolidated PG&E bill.

“Billing Determinants” are used in the Rate Schedule to calculate the charge or credit due. Billing Determinants can define a time period, as in the case of Time-Of-Use rates that have various significance periods such as on-peak, off-peak, mid-peak, etc., or can be defined as factors that are to be considered when calculating the final customer charge such as discount services or additional charges that deviate from the Rate Schedule’s standard structure, among others. Billing Determinants are considered unique at a per-Rate Schedule basis, even if more than one Rate Schedule contains Billing Determinants with the same name.

“Billing Error” refers to the incorrect billing of an account due to an error by Calpine. This does not include errors caused by incorrect or incomplete data provided by PG&E.

“Budget Billing” refers to averaging annual energy costs over the previous 12 months to determine a monthly payment amount and is re-balanced every three months, adjusting the bill up or down based on the previous four months’ usage.

“Business Day” means all calendar days other than those days on which the Federal Reserve member banks in New York City are authorized or required by law to be closed, and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific Prevailing Time for the relevant Party’s principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.

“Calpine Holidays” refers to those days in a calendar year that Contractor observes as holidays, which generally includes the following twelve (12) days: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

“CARE” refers to the California Alternate Rates for Energy program administered by PG&E which provides discounts on energy bills for income qualified households designated by PG&E.

“Customer Data Acquisition” refers to acquisition of customer electricity usage data from PG&E.

“Community Choice Aggregation/Aggregator” or (“CCA”) refers to local government entities or joint powers agencies whose governing boards have elected to acquire and provide electric power and energy services to utility end-use customers located within their service area(s), as set forth in California Public Utilities Code Section 366.2 and other California Public Utilities Commission (CPUC) directives.

“CCA Service” means the sale of retail electric power by a Community Choice Aggregator, to utility end-use customers located within its service area(s), as set forth in California Public Utilities Code Section 366.2 and other California Public Utilities Commission (CPUC) directives.

“CCA Service Customer” means a PG&E customer taking CCA Service from City.

“CCA Service Request” or (“CCASR”) means a request in a form approved by PG&E to change a CCA customer’s or utility customer’s choice of services, which could include returning a CCA customer to bundled utility service or direct access service.

“Customer Information System” or (“CIS”) refers to the systems used by Calpine to store City customer-specific information, including account enrollment status, rate tariff, payment history, collection status, correspondence and other information that is necessary for Calpine to effectively administer Data Manager Services.

“Customer Relationship Manager” or (“CRM”) refers to an online software platform populated by a database and designed to manage and analyze customer interactions and data through the customer lifecycle with the goal of improving business relationships with customers, assisting in customer retention and driving customer participation.

“Data Tools” refers to the systems or technologies provided by Calpine as specified in Revised Exhibit A, Section 2.j.

“Direct Access Customer” refers to a PG&E customer purchasing retail power from an Electric Service Provider.

“Electronic Data Interchange” or (“EDI”) refers to the transfer of data between PG&E and Calpine related to CCA Service Customers of. The EDI transaction sets currently used for Data Manager Services are as follows, but may change from time to time:

- 248 – Daily Billing Files
- 810 – CCA invoice information that appears on customer’s PG&E bill
- 814 – CCA enrollments, changes, opt outs and disconnects
- 820 – Remittance advice identifying the detail needed to perform cash application to accounts receivable by customer
- 824 – Application Advice for Invoices, used to reject invoice transactions

867 – Electric meter usage data by customer account
997 - Functional Acknowledgement

“FERA” refers to the Family Electric Rate Assistance Program which is a statewide program in which families whose household income slightly exceeds the CARE allowance can qualify to receive FERA discounts on their electricity bill.

“First-Contact or First Call Resolution” refers to addressing a customer’s need the first time they contact or call for assistance, thereby eliminating the need for the customer to follow up with a second call.

“Interactive Voice Response” or (“IVR”) refers to the contact center voice-recorded system that enables customers, through keypad input, to select options related to their account or access a live contact center agent.

“Local Distribution Company” or “Utility Distribution Company” (“LDC” or “UDC”) refers to the relevant electric utility (such as Pacific Gas and Electric Company).

“Mass Enrollment” refers to the phase-in of a group of new customers (who have not opted out prior to receiving CCASR) onto CCA Service over one billing cycle beginning with each customer’s regularly scheduled meter read date, as further defined in PG&E’s Electric Schedule E-CCA.

“Medical Baseline” refers to the Medical Baseline Allowance program administered by PG&E which provides a higher baseline quantity on energy bills for eligible customers designated by PG&E.

“Meter Data Management Agent” or (“MDMA”) Services include: reading customers’ meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to City and PG&E standards.

“Net Energy Metering” refers to one of the various Net Energy Metering programs administered by PG&E as described in its Electric Schedules, for which City may provide bill credits for qualifying self-generation to participating CCA Service customers.

“North American Industry Classification System” or (“NAICS”) refers to the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data.

“Non-Enrollment Period” refers to any other period that is not a Statutory Enrollment Period.

“On Bill Repayment” refers to a financing option in which a utility or private lender supplies capital to a customer to fund energy efficiency, renewable energy, or other projects and is repaid through regular payments on an existing utility bill.

“PG&E Holidays” refers to those days in a calendar year that PG&E observes as holidays.

“Qualified Reporting Entity” or (“QRE”) refers to an entity authorized by WREGIS to submit meter data associated with renewable energy on behalf of the generator owner using the WREGIS application.

“Rate Schedule” refers to the rate buildout, or formula, that includes all the necessary Billing Determinants, and the values applied to each, used to calculate charges or credits per unit of electricity consumed (kWh) or per unit of demand (kW).

“Rate Template” refers to a predefined format used to communicate Rate Schedule(s) from City to Calpine. A Rate Template is considered valid once Calpine has reviewed the information it contains to ensure it meets the expected formatting requirements and the Rate Schedule(s) it contains align with published City tariffs.

“Self Service” refers to data that City can obtain and access through the Data Tools, upon its implementation, or to processes or actions which City can perform without the assistance of Calpine staff. Should City request data from Calpine that is available via Self Service or request Calpine perform a process or action that City can perform via Self Service, this shall be considered an Ad Hoc Request and is subject to the fees listed in Revised Exhibit B, Section 5.

“Service Agreement” refers to the agreement between customers and PG&E documenting the customer’s billing arrangement, including rate plan, used to calculate PG&E charges.

“Settlement Quality Meter Data” or (“SQMD”) refers to meter data gathered, edited, validated, and stored in a settlement-ready format, for settlement and auditing purposes.

“City-Designated Third Party” refers to any third party that acts in the place or stead of City under the terms of the Agreement. For the avoidance of doubt, any such City-Designated Third Party shall abide by and be bound by the terms of the Agreement, in the same way as City.

“City Data” refers to all data and information provided, collected, or produced on City’s behalf in connection with the services provided under this Agreement; including, but not limited to, confidential personally identifiable information or utility customer data protected under state privacy laws, billing data, usage data, Settlement Quality Meter Data, enrollment information, contact history, and any other confidential or proprietary information that relates to current, prospective, or former City customers.

“City Holidays” refers to those days in a calendar year that City observes as holidays.

“City Service Area” refers to all cities, towns, counties, and unincorporated areas that have selected electric generation service from City.

“Statutory Enrollment Period” refers to the three-month period prior to a Mass Enrollment, the month in which the Mass Enrollment occurs, and the two months following Mass Enrollment. The Statutory Enrollment Period takes place over a six-month period.

“Structural Rate Change” refers to a rate change that alters one or more Billing Determinants within a Rate Schedule buildout by changing the definition of the Billing Determinant itself and/or adding and/or removing one or more Billing Determinants to an existing buildout.

“Value Only Rate Change” refers to a rate change that alters only the values applied to each of the Billing Determinants in a given Rate Schedule buildout, keeping the existing buildout intact.

“Western Region Energy Generation Information System” or (“WREGIS”) refers to the independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC).

2. In consideration of the payments set forth in Revised Exhibit B, Calpine shall provide the following services:

- (a) Electronic Data Exchange Services:

- i. Process CCA Service Requests (CCASRs) from or to PG&E which specify the

changes to a customer's choice of services such as enrollment in CCA programs, customer initiated returns to bundled utility service, or customer initiated returns to direct access service (814 Electronic Data Interchange Files).

- ii. Return customers to PG&E bundled service in accordance with City's late payment policy.
- iii. Obtain all customer usage data from PG&E's Metered Data Management Agent (MDMA) server to allow for timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- iv. Ensure timely billing (according to PG&E requirements) of each customer (867 Electronic Data Interchange Files).
- v. Maintain and communicate the amount to be billed by PG&E for services provided by City (810 Electronic Data Interchange Files).
- vi. Receive and maintain all data related to payment transactions toward CCA charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
- vii. Process CCASRs with PG&E when customer status changes.

(b) Qualified Reporting Entity (QRE) Services:

- i. Consistent with terms and conditions included in the QRE Services Agreement(s) between City and Calpine, serve as QRE for up to thirty (30) locally situated, small-scale renewable generators or other distributed energy resources supplying electric energy to City through a feed-in tariff (FIT) or other mechanism.
- ii. Submit a monthly generation extract file to Western Renewable Energy Generation Information System (WREGIS) on City's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- iii. Calpine shall receive applicable electric meter data from PG&E for City distributed energy resource projects, consistent with PG&E's applicable meter servicing agreement, and shall provide such data to City for purposes of performance tracking and invoice creation.

(c) Customer Information System:

- i. Maintain an accurate database of all eligible accounts who are located in the City service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer City as

mutually agreed to by parties from time to time.

- ii. Allow City to have functional access to the online database to add customer interactions and other account notes.
- iii. Provide City with quarterly training and as-needed training for necessary City employees to functionally access CRM. Provide City with up-to-date user guides describing CRM functionality and navigation, and maintain such guides.
- iv. Allow City to view customer email or written letter correspondence within online database.
- v. Document in the CRM all email and telephone calls between Calpine and CCA Service customers, using commercially reasonable efforts to submit in CRM within one (1) Business Day.
- vi. Maintain historical usage data on all customers for a time period equal to the lesser of either (a) the start of customer service to present or (b) five years.
- vii. Maintain viewing access, available to appropriate City staff, to view PG&E bills for City customers, including supporting the intuitive parsing and labeling of PG&E provided files. Billing records for usage within the past 18 months should be attached to their respective SAID and accessible via the CRM.
- viii. Maintain accessible archive of billing records for all customers for a time period equal to the lesser of either (a) the start of City Service to present or (b) five years.
- ix. Maintain and communicate as needed record of customers who have been offered service with City but have elected to opt out, either before or after starting service with City.
- x. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled as per City's Net Energy Metering policy.
- xi. When requested by City, place program charges on the relevant customer account, referenced by its unique identifier.
- xii. Identify customers participating in various City programs in database.
- xiii. Include various program payment information in all relevant reports.
- xiv. Perform quarterly City program reviews to assess appropriate customer charge level.
- xv. At City's request, Calpine will save letter and email templates in CRM as provided by City. Parties will review letter and email templates upon request.
- xvi. Calpine will evaluate City requests to make modifications to CRM or for new CRM database fields to store City program participation information and daily

historical values for compliance purposes, providing an estimated schedule to achieve implementation for such requests that can be implemented.

- xvii. Maintain all customer data according to City's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- xviii. Maintain a Data Management Provider Security Breach Policy.

(d) Customer Call Center:

- i. Provide professional Interactive Voice Response (IVR) recordings for CCA customer call center.
 - 1. In the event Calpine needs to engage with outside services in order to translate prompts or scripts from English into other languages as requested by City, any charges incurred by Calpine as a result of these will be passed by Calpine onto City in accordance with Section 4 of Revised Exhibit B.
- ii. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
- iii. Staff a call center between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding Agreement Holidays.
 - 1. No less than two (2) client service representatives will be dedicated to City unless both Parties mutually agree to adjust staffing levels after reviewing call volumes and related call center statistics.
 - 2. Any remaining call center representatives needed to support call volumes are to be shared among other South Bay CCA clients of Calpine.
- iv. At City's direction, for the corresponding price as indicated in Revised Exhibit B and with three (3) months' notice prior to taking effect, staff a call center between the hours of 7 AM and 8 AM PPT, and 5 PM and 7 PM PPT, Monday through Friday, excluding Agreement Holidays.
- v. At City's direction, for the corresponding price as indicated in Revised Exhibit B and with three (3) months' notice prior to taking effect, staff a call center using only client service representatives dedicated to City, except for cases in which Calpine personnel may, from time to time, support the call center client service representatives.
- vi. Provide sufficient call center staffing to meet the requirements set forth herein.

- vii. Provide sufficient number of Calpine staff available to manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding Agreement Holidays.
- viii. Calpine will adhere to the following performance standards during Non-Enrollment Periods:
 - 1. A minimum of 80% of all calls will be answered within 45 seconds.
 - 2. A minimum of 90% of calls will be answered within three (3) minutes.
 - 3. Achieve a no greater than five percent (5%) abandon rate for all calls.
 - 4. 100% of voicemail messages will be answered within one (1) Business Day.
 - 5. 100% of emails receive an immediate automated acknowledgement.
 - 6. 95% of emails receive a customized response within one (1) Business Day.
 - 7. 100% of emails receive a customized response within three (3) Business Days.
- ix. During Statutory Enrollment Periods, the following performance standards shall apply:
 - 1. A minimum of 75% of all calls will be answered within 60 seconds.
 - 2. A minimum of 90% of calls will be answered within three (3) minutes.
 - 3. Achieve a no greater than 10% abandon rate for all calls.
 - 4. 100% of voicemail messages will be answered within one (1) Business Days.
 - 5. 100% of emails receive an immediate automated acknowledgement.
 - 6. 95% of emails receive a customized response within one (1) Business Day.
 - 7. 100% of emails receive a customized response within three (3) Business Days.
- x. Provide callers with the estimated hold time, if applicable. Provide an automated 'call back' option for callers who will be put on hold for an estimated five minutes or longer.
- xi. Record all inbound calls and make recordings available to City staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.

- xii. Track call center contact quality with criteria including:
 - 1. Use of appropriate greetings and other call center scripts
 - 2. Courtesy and professionalism
 - 3. Capturing key customer data
 - 4. Providing customers with correct and relevant information
 - 5. First-contact resolution
 - 6. Accuracy in data entry and call coding
 - 7. Appropriate grammar and spelling in written communications (email and chat)
- xiii. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.
- xiv. Conduct quarterly calibration calls between Calpine and City staff to review a mutually agreed upon number of calls, identifying CSR knowledge or training gaps to be addressed with call center management staff as a result.
- xv. Evaluate a random sample of calls each month against the quality criteria identified in 2.d.xii above and provide guidance to contact center management staff when such criteria are not substantially met.
- xvi. Respond to customer emails.
- xvii. Receive calls from City customers referred to Calpine by PG&E and receive calls from City customers choosing to contact Calpine directly without referral from PG&E.
- xviii. Provide the call center number on PG&E invoice allowing City customers to contact the call center. Collect and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- xix. Collect permission (via voice recording, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- xx. Respond to telephone inquiries from City customers using a script developed and updated quarterly by City. For questions not addressed within the script, refer inquiries either back to PG&E or to City.
- xxi. Respond to customer inquiries received through telephone calls, email, fax and/or web-portal within the times and guidelines in Revised Exhibit A, Section 2.d.

- xxii. Respond to CCA Service customer inquiries along the following guidelines for customer complaints or as otherwise instructed by City:
 - 1. Customer complaints on matters under the control of City:
 - a. Calpine will relay the complaint to City staff within one (1) Business Day.
 - b. Calpine will communicate the complaint resolution to the customer within three (3) Business Days of notification from City.
 - 2. Customer complaints on matters under the control of PG&E:
 - a. Calpine will refer the customer to PG&E.
- xxiii. Upon request, coordinate with PG&E and other PG&E territory CCAs to participate in contact center reviews up to twice per calendar year.
- xxiv. Ensure monthly statistics reports are provided in a timely and consistent manner as mutually agreed upon by Parties.
- xxv. Provide recurring statistics reports focused on Call Center activities in a timely and consistent manner as mutually agreed upon by Parties.
- xxvi. Use commercially reasonable efforts to ensure a Spanish speaking call center staff member is available to customers during Regular Business Hours.
- xxvii. Provide translation services for inbound calls for the following languages: Spanish, Vietnamese, Cantonese, Mandarin, Tagalog, Russian, Korean, and Laotian. Use commercially reasonable efforts to provide translation services for additional languages as requested by City.
- xxviii. Create and maintain forms for the City website so that customers may change their account status to enroll or opt out of various City programs. If provided by City, utilize the City brand guidelines for the color of the forms. Assess the forms annually with City staff to identify improvement areas. Implement configurable changes provided by City in writing within 30 days. For changes requiring system development which can be implemented, provide an estimated schedule and use commercially reasonable effort to achieve implementation.
- xxix. Comply with the City's Customer Service Guidelines (Attachment 1).
- xxx. Participate in periodic meetings with City to review operations on a schedule mutually agreed upon by Parties.
- xxxi. Transition of Call Center Duties.
 - 1. City reserves the right to transition all call center duties from Calpine to City, with at least 90 days' notice to Calpine. Upon completion of the transition, the service fee will be reduced as stipulated in Revised Exhibit B, Section 1.
 - 2. Transition of call center duties may occur in phases, according to call needs and demands, overflow call center options, and third party translation services. Calpine agrees to assist in this transition.

3. City shall be responsible for any reasonable additional infrastructure or programming costs incurred by Calpine to facilitate this transition. Calpine will provide an estimate and receive approval from City for these costs prior to Calpine incurring them. Calpine will invoice these costs to City without any added charges, where such costs will depend on the City's actual transition plan and scope, including timeline, phasing and residual services required of Calpine.
4. Under a complete transition of all call center functions as described in Section 2.d.xxxi.1, Calpine's non-binding estimate of costs for four weeks of training for up to 12 City of San Jose agents, including travel, project management and transition assistance, is \$60,000.
5. Under a complete transition of all call center functions as described in Section 2.d.xxxi.1, Calpine's non-binding estimate of costs for advising City of San Jose on agent training, CRM data synch programming, IVR and VCQ system reprogramming, CRM licenses /setup/ ongoing support, and Calpine travel, project management, and transition assistance is \$75,000.
6. Calpine will be responsible for training all City CSRs and providing such services as group chat, call escalation, and call monitoring for training and evaluation.
7. Calpine will provide City with quarterly performance reports of City's CSR(s).
8. In the event City partially transitions a portion of the call center duties from Calpine by hiring internal customer service representatives, Calpine will credit City for any avoided cost realized by such transition in accordance with the reduction stipulated in Revised Exhibit B, Section 1. If required, the Parties will further develop a cost reduction methodology upon finalizing the call allocation mechanism between City and Calpine.
9. In the event Calpine considers transitioning to a new third-party call center (outside of AnswerNet or an affiliated provider), it will provide City notice at least 90 days in advance of such decision to transition.

(e) Mailing Lists:

- i. Generate the following mailing lists within seven (7) Business Days of City's request or on a mutually agreed upon schedule unless otherwise noted, according to written parameters provided by City, for each of the following:
 1. Mass enrollment notifications during statutory enrollment periods;

2. Late payment notifications to CCA Service customers in accordance with City's late payment policy.
 3. New CCA Service account/new move-in customer enrollments (during non-enrollment and statutory enrollment periods) within seven (7) days of enrollment receipt of CCASR;
 4. 100% renewable option residential welcome packets within seven (7) days of opt up request;
 5. Opt out confirmation letters within seven (7) days of opt out request;
 6. Welcome Back to City confirmation letters within seven (7) days of re-enrollment;
 7. Welcome to NEM program confirmation letters with seven (7) days of notification from PG&E of rate change to NEM;
 8. Customers eligible for City's Net Energy Metering annual settlement process based on City's current NEM program; and
 9. Other mailing lists as requested, such as City program participation and changes in rates.
- ii. All mailing lists must adhere to the following parameters, unless otherwise specified by City:
1. Remove duplicate occurrences of identical Service Agreement account holder name and full mailing address.
 2. Remove Direct Access customers.
- iii. Deliver the above lists via secure communication method to City staff for review and approval, unless otherwise directed by City.
- iv. Within three (3) days of City approval, or in accordance with City's request, deliver the above lists to a City-designated printer.
- (f) Billing Administration:
- i. Apply PG&E account usage for all City customers against applicable Rate Schedules to allow for customer billing.
 - ii. Review application of City Rate Schedules to PG&E accounts to ensure that the proper rates are applied to the accounts.
 - iii. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.

- iv. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, within two billing cycles from discovery of error.
- v. Assist with annual settlement process for NEM customers by identifying eligible customers, and providing accrued charges and credits based on City's NEM policy.
- vi. Assist with monthly settlement process for NEM customers who have terminated their account by identifying eligible customers and providing accrued balances based on City's NEM policy.
- vii. Provide customer mailing list to City designated printer for customers with overdue payments and return customers to PG&E bundled service in accordance with CCEA's late payment and collections policies.
- viii. Send certain City program charges for non-City customers, when supported by PG&E, based on information provided to Calpine by City.
- ix. Send certain City program charges as a separate line item to PG&E for placement on monthly bill during term of repayment.
- x. Place On-Bill Repayment (OBR) charges on the relevant customer account, identified by their unique account identifier, when supported by PG&E and based on information provided to Calpine by City.
- xi. Send OBR as a separate line item to PG&E for placement on monthly bill during term of repayment.
- xii. When requested by City, implement Balanced Payment Plan (BPP) charges on monthly bills.
- xiii. Perform quarterly BPP reviews to assess appropriate customer charge level.
- xiv. At City's request, coordinate with City staff to develop requirements and evaluate feasibility of implementing a RES-BCT program.

(g) Rate Schedule Maintenance

- i. Maintain a table of Rate Schedules, offered by City to its customers, within Calpine's billing system.
 - 1. Complete Value Only Rate Changes within ten (10) Business Days, excluding Agreement Holidays, once Calpine has confirmed it is in receipt of a valid Rate Template.
 - 2. Complete Structural Rate Changes within 40 Business Days, excluding holidays, once Calpine has confirmed it is in receipt of a valid Rate Template.

3. A Rate Template will be considered valid if it meets the expected formatting requirements as set forth by Calpine and acknowledged by City, and the Rate Schedules it contains align with published City tariffs. Upon receipt of a Rate Template, Calpine will review it per these guidelines and after City has corrected any errors, if present, Calpine will communicate to City that a valid Rate Template has been received and work will commence as per the timelines indicated above.
 4. Should City submit updates after Calpine has begun work on a valid Rate Template, City understands this may be considered a new Rate Change and may result in additional charges to City per the rate change pricing schedule in Revised Exhibit B.
- ii. Conduct up to and including three (3) Value Only Rate Changes within Calpine's billing system at no additional cost to City within each calendar year.
 - iii. Conduct Structural Rate Changes impacting up to and including 500 Billing Determinants within Calpine's billing system at no additional cost to City within each calendar year.
 - iv. Conduct testing to validate the Rate Schedules implemented in Calpine's billing system accurately reflect the data provided by City in the Rate Template and upon City's request, provide the corresponding results or a similar means for City to validate Calpine's testing.
 - v. At City's direction and per the rate change pricing schedule in Revised Exhibit B, conduct additional Value Only or Structural Rate Changes beyond those included as noted above.

(h) Reporting:

Report	Frequency	Delivery Method
Aging	Weekly & Monthly	SFTP
Cash Receipts	Weekly & Monthly	SFTP
Days to Invoice	Weekly & Monthly	SFTP
Utility User Tax (UUT) where applicable	Monthly	SFTP or Email
Invoice Summary Report	Weekly & Monthly	SFTP
Invoice Summary Report - Mid Month	Monthly	SFTP
Monthly Transaction Summary	Monthly	SFTP or Email
Opt Out with Rate Class	Weekly & Monthly	SFTP

Retroactive Returns	Monthly	SFTP or Email
Sent to Collections	Monthly	SFTP or Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Account Count by Rate	Monthly	SFTP or Email
Full Volume Usage by Rate Class	Monthly	SFTP
Call center statistics to evaluate performance against standards in Section 2.d	Monthly	SFTP or Email
Call center statistics including call volume, call types, language selections, average call duration, hold times, and customer survey results available from the IVR	Monthly	SFTP or Email
Call center activity analysis including any significant changes, outliers, or trends	Monthly	SFTP or Email

(i) Settlement Quality Meter Data:

- i. Calpine shall provide City or City's designated representative with Settlement Quality Meter Data (SQMD) as required by the California Independent System Operator (CAISO).
- ii. Upon City's request, Calpine shall submit the SQMD directly to the CAISO on behalf of City or City's designated Scheduling Coordinator.
- iii. Calpine will use, when available, AMI usage data as provided by PG&E through its Share My Data platform in its SQMD aggregation methodology.
- iv. The parties agree to work together on an acceptable format for the SQMD.
- v. City agrees that Calpine shall have no responsibility for any charges or penalties assessed by the CAISO associated with the SQMD under an indemnity provision or otherwise unless such charge/penalty is the result of error(s) by Calpine in processing the data.
- vi. Calpine must provide available usage data for City's Scheduling Coordinator to perform load forecasting.
- vii. Calpine shall prepare the SQMD using the same level of care that Calpine would use if preparing the SQMD for its own account as an LSE.

(j) Data Tools

- i. Establish a data warehouse environment comprised of data related to the services provided by Calpine under this Agreement.
- ii. Provide access for City staff to query the data warehouse environment.
- iii. Data made available in the data warehouse shall include:
 1. AML usage data provided by PG&E through their Share My Data (SMD) platform
 - a. Prior to loading this data into the data warehouse, Calpine will make commercially reasonable efforts to process the raw SMD data and associate usage data with customer accounts in Calpine's CIS
 - b. Calpine will query PG&E systems for updated usage data and make reasonable efforts to update the data warehouse on a daily basis.
 2. Customer account information and characteristics from the customer list provided by PG&E and supplemented by the following data from CRM and CIS:
 - a. City participation history
 - b. Product elections (e.g. GreenStart and TotalGreen)
 - c. Opt-out activity
 - d. City rate schedule
 - e. Calpine will make reasonable efforts to provide additional characteristics requested by City
 3. Billing data from Calpine's CIS
 4. SQMD submission data.
- iv. Calpine may, from time to time and at its sole discretion, update the functionality available in the data warehouse which may include, among others, adding or maintaining data visualizations, self-service reporting tools, self-service analytical tools, and Application Program Interface (API) points.
- v. Calpine may, at its sole discretion, engage with City and other Calpine clients to elicit their input on required functionality, data elements, and system design as it pertains to the development, maintenance, and evolution of its data environment.
- vi. In the absence of the data warehouse or adequate data within the data warehouse which allows City to Self-Service, Calpine shall assist City in

compiling Ad Hoc sales, customer, and usage reports from time to time as may be requested by City, with each such request being accompanied by mutually agreed upon requirements and proper notice.

- vii. Calpine will provide technical support to access the data warehouse and documentation describing the data. City will provide staff with technical database expertise to engage with Calpine in the implementation and use of the data warehouse.
- viii. Data warehouse environment availability expected by end of Q3 2020.

(k) Data Security

- i. Calpine and/or its employees, Calpine's, officers, agents or successors, must comply with all applicable data security laws and regulations.
- ii. Calpine must maintain all customer data in compliance with City's customer privacy policy, the Non-Disclosure Agreement provisions in Section 15 of the Agreement, and the requirements of relevant CPUC Decisions including D.12-08-045, including a daily backup process.
- iii. Calpine must maintain a Security Breach Policy in a form substantially consistent with Exhibit F, excluding changes to the Covered Information Users Lists.
- iv. All data must be stored in North America.
- v. Return of Customer Data. Calpine must provide City all existing City Data used by Calpine for administration of City's customer information system as provided for in Section 20.6 of the Agreement.
- vi. Return of Data Generally.
 - 1. At City's reasonable direction during the term of the Agreement, Calpine must provide to City or its designee a copy of all or specified items of City Data. Parties will confer to determine the method, form, and timeline of delivering such data.
 - 2. Upon termination or expiration of the Agreement for any reason, Calpine will provide to City data in accordance to Section 20.6 of the Agreement.
 - 3. As provided in Section 15, City reserves the right to request return or destruction of specified items of data during the term of the Agreement, subject to the Parties' reasonable mutual agreement that the data in question are no longer necessary for Calpine's performance of its obligations under the Agreement.

- vii. In the event of any detected breach of data security or unauthorized access concerning any data, particularly data that includes personal Professional Services Agreement for Data Management and Customer Call Center Services information, in accordance with the Agreement or applicable City and Calpine privacy and data security policies, Calpine will immediately notify the City Manager and the Director. Calpine agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Calpine and, where applicable, the cost of assisting individuals who may be impacted by the Calpine's breach. Contractor agrees, at its sole cost, to assist and cooperate in investigating security breaches and obtaining the return of any misappropriated data and other appropriate remedies.

(l) Third-Party Audit Requirement

- i. The third party auditor selected by Calpine will conduct a SOC 1 Type II Report Audit. Calpine agrees to pay all associated costs and fees of the SOC audit. City may also audit Calpine's systems and processes related to performance of its obligations under the Agreement.

(m) Remedies for Failure to Meet Certain Performance Standards

- i. Calpine agrees that liquidated damages may be assessed and recovered by City against Calpine, in the event of a Calpine-caused failure to meet the performance standards specified in Sections 2(e). For any month in which City believes Calpine has failed to substantially meet these performance standards, City will provide notification to Calpine within 30 calendar days and the Parties will meet and confer to establish a plan to remedy such failure. In the event Calpine is unable to complete such remedy within 30 calendar days of notification, Calpine will be liable to City for payment of liquidated damages in an amount of Ten Thousand Dollars (\$10,000) for each month that Calpine fails to meet these performance standards. Any such liquidated damage payments may be provided to City in the form of a reduction of charges in the following month's invoice under the Agreement. The foregoing liquidated damages payment shall be limited to \$10,000 regardless of how many performance standards are not met, in whole or in part, in any given month. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Calpine agrees to pay them to City without limiting City's right to terminate this Agreement for default.

(n) Primary Points of Contact

- i. Calpine must identify a City dedicated primary point of contact for day-to-day billing issues and customer contact including call center interactions. In addition, Calpine must identify primary points of contact for (a) call center operations,

including reporting, staffing, training and scripting; (b) other services provided in the Agreement; (c) general client relationship issues. For email communication related to the above, City will copy distribution lists provided by Calpine.

City will provide a primary point of contact for each of the following areas: (a) day-today billing issues and customer contact including call center interactions; (b) call center operations, including reporting, staffing, training and scripting; (c) other services provided in this Addendum; (d) general client relationship issues. For email communication related to (a), (b) and (c) above, Calpine agrees to copy distribution lists provided by City.

Each Party's points of contact will coordinate to ensure that all concurrently active requests and issues are managed in accordance with City priorities and availability of Calpine resources.

ATTACHMENT 1: CUSTOMER SERVICE GUIDELINES

Parties mutually understand that some of the provisions in the Customer Service Guidelines do not apply. In the provision, the term “employee” refers to Calpine representatives. Calpine representatives should strive to meet the intent of the guidelines on the following pages.

Customer Service Guidelines

1.2.9

PURPOSE

To define expectations and provide guidance to departments, call centers and employees related to providing excellent customer service.

GUIDELINES

The City of San José recognizes that successful customer service reflects a quality organization. Departments and employees at all levels are required to be mindful of their individual responsibility to provide excellent customer service. These guidelines are to be applied to internal as well as external customers. Internal customers include other City staff, elected and appointed officials, and vendors and contractors hired to perform work on behalf of the City.

Excellent customer service requires that:

- City products and services are easy to locate and use;
- City employees and representatives are responsive, knowledgeable, and capable of assisting or connecting customers with others who can assist;
- City employees treat everyone with respect; and
- Customers receive excellent and appropriate help.

Excellent customer service is a natural result when all levels of the City embrace the values identified in the City's [Code of Ethics, City Administrative Policy Manual Section 1.2.1](#), and [Employee Values, City Administrative Policy Manual Section 1.2.4](#). These include but are not limited to:

- Integrity – upholding the highest work ethic and being open, honest, and accountable;
- Respect – treating internal and external customers fairly; and
- Excellence – focusing on all customers and providing outstanding service

Department Guidelines - General

1. **Processes:** There are many processes within the City that require following specific procedures. Departments are expected to make such processes as simple as possible. Easy-to-understand instructions, simplified forms, plain language, and up-to-date and accurate information are examples of efforts that will help ensure a positive customer experience.
2. **Website Maintenance:** Departments are responsible for ensuring their webpages are current, accurate, and regularly updated. Additionally, departments must ensure that links in the City's webpages are working or accurately and readily refer customers to appropriate and functional links.

Departments are required to review their website content regularly and make corrections where appropriate. More information about City website management is outlined in the City's [Web Governance, City Administrative Policy Manual Section 1.7.9](#).

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Revised Exhibit A: Scope of Services

Form/File No.: 1348130/T-32026

City Attorney Approval Date: September 2016

T-31060.010.001\1683237

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Customer Service Guidelines

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3. **Department Telephone Directories:** The role of an up-to-date citywide directory for ensuring quality customer service cannot be overstated. Customers are frustrated when they are directed to a wrong or non-functional phone number.

Departments are required to review and update directories periodically to ensure that, at a minimum, their staff's direct business phone numbers and proper departments are correctly and completely listed.

4. **Telephone Trees and Interactive Voice Response (IVR):** Telephone trees and IVR can be effective tools for providing fast routing options and popular information to customers. Departments that maintain telephone trees and IVR solutions are required to conduct periodic reviews to ensure they are making proper referrals and that the phone numbers and other information are correct.

5. **Self-Service Options:** Self-service options can enhance and improve the customer experience. Departments should identify situations where access to some of the most frequently used services can be automated or accelerated through online, mobile, and voice methods, such as telephone trees and messaging, IVR, online forms, CRM, and/or specialized mobile applications.

Upon deployment of self-service options, departments are expected to develop ongoing ways to let customers become aware of these convenient features, as well as to maintain these responsive methods over time.

6. **Setting Standards for Responding to Inquiries/Requests for Service:** Departments should set minimum standards for responses to inquiries/requests. Department standards may vary depending on staffing and function.

- a. Ideally, responses to customers should be made within one business day, even if that means merely acknowledging receipt of an email and committing to following up with a substantive response later. Departments should take into consideration staffing resources and the nature of the services provided when establishing internal response time standards, and communicate those expectations to departmental staff.
- b. Departments should set standards to ensure that when a phone number or email account will not be staffed to answer calls or emails, then there is a referral message to a staffed phone or email, and/or provide information about approximately when someone will be staffing the phone/email account.
- c. Email, whether complaints, compliments, or suggestions, should be acknowledged in an appropriate manner.

7. **Information and Referral:** Often people will inquire about issues that are not within the contacted department's or City's domain. Every effort should be made to refer these callers to the entity that is best able to handle their concern. All referrals should include a phone number or location of the suggested agency.

Internal referrals should be handled in a similar manner. If a person on the phone or through email is being referred to a different department or employee, the individual

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Customer Service Guidelines

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should be given direct contact information for future reference and then be transferred. Customers should not have to call back for assistance with the transfer.

If a referral is made to another City department, every effort should be made to ensure the referral is correct and, if transferring by phone, that the call is indeed being delivered to the appropriate entity.

8. **Compliments/Complaints:** Each department shall designate a specific location to direct complaints and compliments. The department will track such records in accordance with applicable City policy or laws. When there is a compliment, employees who are the subject of the praise should be copied or notified of the compliment by their supervisor.

Employee Guidelines - General

1. **Helpful, Courteous, and Responsive Service:** Common courtesy and respect form the foundation of exceptional customer service. City employees will treat customers with respect, dignity, and courtesy as described in the City's [Code of Ethics](#), [City Administrative Police Manual Section 1.2.1](#). Examples of responsive and courteous customer service include but are not limited to:

- a. *Give full attention to the customer.*
- b. *Communicate clearly and effectively.* Help the customer understand the issue and the City's processes, and provide useful information. Use plain language and minimize jargon as much as reasonably possible.
- c. *Understand and empathize with the customer's point of view.* While recognizing that customer compliance with the City requirements, codes, and policies is mandatory, staff should work with the customer to understand the problem and goals, and then when possible, identify practical alternatives and solutions.

2. **Professionalism:** All employees are expected to present a professional, informed, and commonsense approach to City customers, members of the City Council, residents, businesses, and other customers, as well as to other City employees.

Customers expect City employees to be knowledgeable in matters related to their work classification. Although employees cannot be expected to be all-knowing, they do have a responsibility to maintain a solid understanding of their work responsibilities and how they relate to the overall effectiveness of the City's core values as described in the City's [Employee Values](#), [City Administrative Policy Manual Section 1.2.4](#).

When an employee is unable to answer a question or concern raised by a customer, the employee should facilitate connecting the customer with a City expert who can answer the question or provide the service requested.

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Customer Service Guidelines

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3. **Voice and Electronic Communications Standards:** Voicemail and email are effective tools for excellent customer service when managed effectively.
 - a. **Personal greeting:** City employees with direct telephone numbers are required to use the voicemail greeting system. It is expected that employees use a personal greeting for their outgoing message that includes the employees' name and department to allow for confirmation that a call has been transferred or routed to the intended person/department.
 - i. The voicemail pocket guide with instructions for changing voicemail is available at: www.sjcity.net/documentcenter/view/2792.
 - ii. To access voicemail, dial your direct number from any phone or press the envelope icon on your assigned phone.
 - iii. Press the "*" button when the auto attendant answers.
 - iv. Enter your PIN.
 - v. To work with greetings, press "3."
 - vi. To work with your personal greeting, press "1." This is your day-to-day greeting.
 - b. **Alternate/Holiday greeting:** City employees with direct telephone numbers are expected to provide an alternate greeting when they will be out of the office for an extended period of time, such as for holiday closures, vacations, or other leaves of absence. At a minimum, the greeting should identify the name and phone number of an alternate contact for callers during the employee's absence and note the period of absence. Alternate greetings should be cleared upon the employee's return to the office.
 - i. See 3.a. i-v above.
 - ii. To work with alternate greetings, press "2" and follow prompts. This greeting would be activated for extended absences.
 - iii. If you have difficulty setting your "Out of Office" greeting using the instructions provided, please contact IT for assistance.
 - c. **Email:** City employees are expected to provide an "Out of Office" automatic reply when they will be out of the office for an extended period of time, such as holiday closures, vacations, or other planned leaves of absence. At a minimum, the response should identify the name, email address, and/or phone number of an alternate contact during the employee's absence. "Out of Office" greetings should be cleared upon the employee's return to the office.
 - i. For Outlook, click "File" in the upper left corner of the email window.
 1. Click "Automatic Replies".
 2. Click "Send automatic replies".
 3. If you click "Only send during this time range:" the automatic reply will only go out during the time specified. If not clicked, it will send automatic replies until manually turned off (deselect).
 4. In the narrative box, type in the information you want to convey, such as: dates of absence and who to contact during this time.
 5. You will need to do this for responses to both internal and external responses by clicking the tabs.
 6. Click "OK"
 - ii. For Office 365 Outlook, click the "Settings" wheel.
 1. Click "Automatic Replies"

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2. Click "Send automatic replies"
 3. Enter the date range and times
 4. Provide the information you want to convey in both narrative boxes for inside and outside responses.
 5. Click "OK".
 - iii. If you have difficulty setting your "Out of Office" automatic reply using the instructions provided, please contact IT for assistance.
- d. **Directory Information:** City employees are required to update their contact information in the Citywide Directory accessible via the City intranet site and PeopleSoft.
 - i. From the City Intranet (www.sjcity.net), click "Employee Directory" in the left window.
 - ii. Click "Update Profile" – if you get a "session expired" notice, click the link "Sign in as a different user".
 1. User log-in information is the same as the computer log-in (FirstName.LastName). Use your computer log-in password.
 - iii. Update fields as needed.
 - iv. If you make changes, a "Save" button will appear below your name to save changes.
 - v. If you have difficulty changing your directory information using the instructions provided, please contact IT for assistance.

Department Guidelines - Call Centers, Information Counters & Department Main Telephone Contact Numbers

1. **Performance Standards:** Departments responsible for call centers, public counters, telephone answer points, and/or information centers should establish performance goals identifying expectations such as for optimal answer rates or wait times based upon the nature of the services provided.
2. **Staffing:** Staffing levels for call centers and information counters should be arranged to ensure the most effective coverage given the available resources. Techniques to ensure effective staffing include modifying schedules based upon call volume or customer wait time and using short-term staffing relief where possible.
3. **Equipment Requirements:** Call center equipment and systems should include at a minimum:
 - a. Components that allow for review of calls for quality assurance and/or addressing complaints. This would include telephone recording and recording notification systems.
 - b. Call management capabilities that automatically track wait times and route calls to the next available operator.
 - c. Analytic tools to track demand by day of week, hour of day, length of call, as well as other measures required for reviewing overall performance.

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Revised Exhibit A: Scope of Services

Form/File No.: 1348130/T-32026

City Attorney Approval Date: September 2016

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Customer Service Guidelines

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- d. The ability to add self-service options and telephone trees that can be programmed by in-house systems administrators.
- e. The ability to switch service over to back-up systems and/or add lines quickly and with ease.
- f. Other features as may be identified in requests for bids, qualifications, or proposals.

For assistance with bringing equipment requirements up to the standards listed above, please contact the Information Technology Department.

4. **Backup Plans:** In the event of a situation that interferes with the operation of the call center, there must be a backup plan in place to ensure that calls can be delivered and/or answered. Plans should be regularly tested to ensure that backup equipment is in working order and the staff members assigned to provide service understand their roles and knows how to operate the equipment where applicable.

Backup plans should identify staff to handle general voicemail boxes and email accounts when the primary person is not available.

Employee Guidelines – Call Center, Information Counter & Staff Answering Department's Main Telephone Line(s)

- 1. **Acknowledge Customers:** Acknowledge customers arriving at public counters promptly. Employees should strive to meet performance goals established for their Call Center, Information Counter, and/or department.
- 2. **Log in at Assigned Time:** Starting on time ensures customers can receive services when the City has stated they are available. Departments and employees should be prepared to handle customers throughout posted business hours.

For call centers using activity or call management systems, logging in ensures that customers and calls can be properly distributed for prompt attention. Employees are also required to follow department guidelines for notifications when late or sick, and to log out for designated breaks or upon conclusion of their shift, so customers and calls are not directed to stations where no one is available to provide assistance. Contact center supervisors and managers in the City have the important responsibility of ensuring staff availability, training, and tools are organized to maximize positive customer experiences.

- 3. **Use Effective and Professional Customer Contact/Telephone Protocols.**
 - a. Greet all customers immediately and welcome them.
 - b. Answer telephone calls, return calls, and ensure customers are not waiting any longer than the established performance goals set by your department or by these guidelines if no department policy exists.

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Customer Service Guidelines

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- c. Identify yourself by name, if not displayed or visible.
 - d. Refrain from using profane or inappropriate language.
4. **Information and Referral:** In addition to the requirements set forth in Employee Guidelines General, Call Center employees are responsible for entering requests for tracking, following up on requests to ensure prompt service, escalating issues properly, and documenting resolutions to improve future response.

Difficult Customers

1. When dealing with a difficult customer, employees shall remain professional at all times and inform customers that staff will do their best to assist in resolving the customer's request. City employees will attempt to work through the customer's concern. If employees cannot resolve the issue, they will inform the customer that the matter needs to be referred to a supervisor.
2. Although it is ultimately the City's goal to provide customers with excellent customer service, employees may terminate a conversation with any customer who demonstrates threatening, aggressive, belligerent, or other clearly inappropriate behavior or language. Where possible, the customer should be informed that continued inappropriate behavior will result in a termination of the contact.
3. A customer who demonstrates an inability to conduct themselves in a civil manner ceases to be a "customer." If such a situation arises, an employee should discuss this issue with a supervisor, who may consult with the Department Director and others, as needed.
4. On occasion, an employee may deem there is a risk to people or property in a customer or public interaction. When staff members determine there is a need to contact the police or security personnel because a customer exhibits aggressive or threatening behavior, they should do so immediately. Employees are valuable members of our City team and not expected to put themselves at risk during such any interaction with a customer. Additional information for reporting and documenting such issues is available in the City's [Workplace Violence Policy, City Administrative Policy Manual Section 1.3.1.](#)

Approved:

/s/ Norberto Dueñas
City Manager

August 14, 2017
Date

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☒ **First** ☐ **Second** ☐ **Third** **Revised Exhibit B: Compensation**

This revised Exhibit B is an attachment to the ☒ **First** ☐ **Second** ☐ **Third** amendment to the Agreement and is hereby appended to Exhibit B to the Agreement.

In consideration of the services provided by Calpine described in Revised Exhibit A and subject to the terms of the Agreement, City shall pay Calpine based on the following fee schedule and terms that are effective as of the date of execution of this First Amendment to the Agreement by the City:

1. Service Fees

Calpine's cost for the services listed in Revised Exhibit A is \$25,000 per month plus \$0.85 per active meter per active account per month ("Cost for the Services"). Travel and all start-up costs are included in this price.

In the event City elects to assume certain call center services, the per meter per active account per month fee will be reduced by the costs avoided by Calpine to perform such services, up to a maximum of \$0.10 per meter per active account per month.

2. Rate Change Pricing

Additional Rate Changes beyond those included in the per meter per active account pricing noted above will be provided to City per the following price schedule:

Rate Change Type	Number of Billing Determinants Affected								
	Up to 50	51 to 250	251 to 500	501 to 1,000	1,001 to 1,500	1,501 to 3,000	3,001 to 4,500	4,501+	Hourly
Value Only Change	\$1,000	\$2,000	\$3,000	\$5,000	\$7,500	\$10,000	\$13,000	\$15,000	
Structural Rate Change	\$1,000	\$2,500	\$5,000	\$7,500	\$10,000	\$15,000	\$20,000	\$30,000	
Custom Rates (2 hours included of preliminary consultation)									\$150 / hr

3. Service Option Pricing

Service Option	Per meter per month fee
Extended Contact Center hours (7am – 7pm PPT)	\$ 0.04

Dedicated Contact Center agents	\$ 0.01
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4. Script Translation Services

Charges incurred by Calpine from engaging with vendors to translate scripts or other documents from English into other language(s) will be passed by Calpine to City at cost.

5. Additional Deliverable Pricing

The Fees defined in Revised Exhibit B include only those service and items expressly set forth in Revised Exhibit A of this Amendment to the Agreement. Unless otherwise agreed to by City and the Calpine, the cost of additional deliverables provided by Calpine to City, including Ad Hoc requests, shall be passed through directly to City without mark-up using a labor rate of \$150.00 per hour, ("Labor Rate"). Calpine will not commence work on any additional deliverables, including Ad Hoc requests, without the prior approval of City.