

# REQUEST FOR PROPOSALS

## For Humboldt County Community Choice Aggregation Development and Operations Services



RFP-15-001

[www.RedwoodEnergy.org](http://www.RedwoodEnergy.org)

Redwood Coast Energy Authority

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**Attachment A: Anti-Collusion Statement Form**

**Attachment B: Humboldt County Energy Data**

**Attachment C: Pending RCEA Amended and Restated Joint Powers Agreement**

**DISCLAIMER:** This Request for Proposals (RFP) is not a commitment or contract of any kind. The Redwood Coast Energy Authority (RCEA) reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the responses are entirely the responsibility of the applicants and shall not be reimbursed. RCEA reserves the right to select the response that is in RCEA's best interest, to reject any and all responses, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of RCEA. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, RCEA assumes no liability for any errors or omissions in this document.

## General Information

The Redwood Coast Energy Authority (RCEA) is issuing this Request for Proposals (RFP) to select a qualified entity or group of entities to provide comprehensive services to support RCEA with the development, financing, launch, and operations of a Community Choice Aggregation (CCA) program for Humboldt County. RCEA intends to enter into an Agreement with the selected Proposer for a five year term.

Proposals are being solicited from qualified Proposers or a group of qualified Proposers that form a team arrangement for purposes of this solicitation. In the event a team arrangement is proposed, the team must be represented by a single prime Proposer that will be responsible for entering into an Agreement with RCEA, serve as the primary contact and responsible party, and have the authority to act on behalf of each member of the proposal team.

RCEA seeks proposals that offer a comprehensive service that addresses the complete range of requirements for CCA development, launch, and ongoing operations. Under this model, RCEA would incur no upfront costs from the Proposer. The development and launch phases of the Scope of Work would be undertaken by the Proposer, at the Proposer's risk, and the Proposer would receive on-going operations fees after and contingent on the successful launch of the program.

### About RCEA

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RCEA is a local government joint powers agency of the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad and the Humboldt Bay Municipal Water District. Formed in 2003, RCEA's mission is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region. RCEA offers a range of energy related services to Humboldt County local governments, businesses, and residents in the community.

In 2012, RCEA adopted the Humboldt County Comprehensive Action Plan for Energy (CAPE), which is RCEA primary guiding document. Expanding on the strategies outlined in the CAPE, RCEA initiated RePower Humboldt, a community-wide effort to define a vision and Strategic Plan for achieving energy independence and energy security in Humboldt County. With the support of the Humboldt State University Schatz Energy Research Center, the CA Energy Commission, and many community stakeholders, this effort culminated in the development of the RePower Humboldt Strategic Plan to establish a vision for the year 2030 and guide the integration of renewable energy into Humboldt County, develop local energy infrastructure, and set energy-related goals.

RCEA has identified community choice aggregation as a potential critical mechanism in the implementation of the RePower Humboldt Strategic Plan and RePower Humboldt 2030 vision. To that end, RCEA's Board directed staff to pursue the implementation of a local CCA, and has approved revisions to RCEA's joint powers agreement (JPA) to facilitate this objective. The Restated and Amended JPA is currently in the review and approval process with RCEA's Members, and is included with this RFP as Attachment C. It is not known at this time which of the RCEA local government Members will elect to participate in CCA offered by RCEA.

## **CCA Goals and Objectives**

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RCEA is interested in receiving proposals from service providers that have demonstrated experience and qualifications necessary to ensure the success of CCA operations for the RCEA and its Members. The key goals established by the RCEA Board for the program are:

1. Provide overall rates that are lower or competitive with those offered by PG&E for similar power supply products.
2. Supply an energy portfolio that prioritizes the use of local renewable resources, including existing facilities, to the maximum extent technically and economically feasible.

Additional supporting objectives may include:

- Create quantifiable economic benefits in the region through job creation and the investment of surplus funds to develop local renewable energy projects and community energy programs that benefit customers.
- Operate a well-managed organization based on a financially sustainable and flexible business model.
- Supply an energy portfolio with a lower greenhouse gas (GHG) intensity than PG&E, which can support the climate goals of the member agencies and meet or exceed state goals for renewable energy.
- Minimize the use of unbundled renewable energy credits (RECs).
- Provide differentiated energy options (e.g. 100% renewable option) in which customers may voluntarily participate.
- Promote regional energy efficiency and conservation through custom demand-side management programs targeted at local customers.
- Promote local and community ownership and control of renewable resources in order to spur increased community resilience to climate change.

Please note that these goals and objectives are offered here for reference and are not a statement of specific tasks for the Scope of Services. Further, these goals may be modified as RCEA's CCA initiative progresses.

**Local Community Characteristics**

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Humboldt County is a remote, rural community with limited import/export transmission capacity. The estimated population of 134,809 is distributed across the municipalities and the unincorporated areas of the county as follows:

<b>Jurisdiction</b>	<b>Population</b>
Unincorporated Humboldt County	71,925
Eureka	26,925
Arcata	17,730
Fortuna	11,888
Rio Dell	3,377
Ferndale	1,364
Blue Lake	1,243
Trinidad	357
<b>Total</b>	<b>134,809</b>

Humboldt County has a mild climate with little air conditioning demand and a winter-time peak for energy consumption. Total County-wide electricity consumption for the last three years is summarized in the table below.

<b>Year</b>	<b>Total County-wide Electricity Consumption (MWh)</b>
2012	880,051
2013	865,794
2014	820,709

A more detailed summary of 2012-2014 load data is attached as Attachment B.

Existing local renewable energy generation facilities with which the CCA could potentially pursue contracts are listed in the table below along with generation information as reported by the California Energy Commission.

<b>Facility</b>	<b>Nameplate Capacity (MW)</b>	<b>2013 net output (MWh)</b>
Eel River Biomass Plant	32.5	134,929
Fairhaven Biomass Plant	18	115,522
Blue Lake Biomass Plant	13.8	74,450
Ruth Lake Hydroelectric Plant	2	4,228
<b>Total</b>	<b>66.3</b>	<b>329,129</b>

## Scope of Services

RCEA is seeking to enter into a 5 year agreement with a single entity, which may be comprised of a team of participants, who will provide comprehensive services to assist RCEA with the development, financing, launch, and operations of a CCA program for the Humboldt County community electricity loads described in Attachment B. The specific services RCEA desires are described in the below Scope of Services.

RCEA is interested in proposals that provide specific details on Proposers' service models and qualifications, but this RFP is not intended to require a particular implementation approach, and will consider and compare different service models and strategies.

Interested Proposers are encouraged to submit proposals that include additional relevant and related services not specifically requested in this RFP if appropriate. Proposers are also encouraged to provide alternatives if they can improve the cost-effectiveness, stability, and beneficial impacts of the CCA program.

The Scope of Services below is intended to provide a framework for RFP responses and is not the specific scope of work to be included in the final Professional Services Agreement with the selected Proposer. Proposals should be organized into the three phases as defined, but do not need to conform to the specific task structure outlined below. Proposal may expand, modify, or restructure the tasks of each phase to best communicate the Proposer's service model. However, if the below task structure is not followed the Proposal should make clear how all the activities included below are being addressed and/or how alternative activities proposed in place of those described below will enhance and improve CCA program delivery.

Proposals should describe in detail the proposed approach to comprehensively meeting RCEA's CCA formation and operations needs, including all items outlined in the Scope of Services, as well as the Proposers' specific experience, qualifications, and organizational capacity to perform these functions.

### SCOPE OF SERVICES

#### PHASE 1. PROGRAM DEVELOPMENT

##### ***Task 1.1: Community Engagement Support***

RCEA is currently in the process of updating its Joint Powers Agreement to accommodate CCA implementation, working with RCEA Members to complete the ordinance process to launch the CCA, and conducting community education and outreach. Proposers should describe how they will support RCEA in these efforts through the following activities:

- a. *Information for City and County Officials:* the selected Proposer will assist RCEA with continuing to engage local officials and policymakers – city council members, city managers, city and county staff, etc. – on the basics of Community Choice, highlighting the experience of CCA programs to date and detailing the benefits and challenges of running an effective CCA.

- b. *Initial Implementation/Formation Timeline*: the selected Proposer will assist RCEA with refining a timeline for CCA formation and launch. The timetable should include a schedule of all steps needed to launch. As part of this task, the selected Proposer will also be asked to consider more detail on operational structures and procedures and recommended subcommittees (such as a Rate Setting Committee).
- c. *Express goals as it relates to technical study*: the selected Proposer will assist RCEA with further refining and defining the CCA program priorities and goals to support evaluating the environmental benefits and cost implications of a range of scenarios during the technical analysis.

### **Task 1.2: Technical Analysis**

Critical to confirming the viability of a Humboldt County CCA will be a technical analysis that sizes the program and determines if cost competitiveness with the incumbent utility can be met. The technical analysis will take load data from PG&E and determine how many customer accounts are likely to be served by the CCA and identify related tariff designations/options under which such customers will take electric service. The study will quantify the expected electricity requirements of customers (total MWh) as well as periodic peak demands associated with such customers (total MW in demand requirements).

After being provided with load data from PG&E the selected Proposer will review, format, and import data into an analytical framework and prepare summary level data for residential, commercial, industrial and municipal accounts. The selected Proposer will also prepare load forecasts in consideration of this data. The technical analysis should address the following:

- **1.2.1: Load study and forecast**: A utility load forecast that reviews historical and projected future electric energy requirements and peak demand across all customer classes, taking into account growth in renewables (e.g., rooftop solar) and other appropriate factors, such as compensation for line losses. This task would entail the development of class-specific forecasts that are aggregated to comprise a composite of expected electrical energy requirements (and hourly shape) for the County. This forecast should be developed in a manner that allows for the inclusion or exclusion of current direct access electrical accounts, as identified in customer data provided by PG&E. As previously noted, the load study will estimate the number of MWh that will be required to serve the electric energy requirements of the CCA during the first ten years of operations, including applicable peak demand for purposes of quantifying resource adequacy requirements.
- **1.2.2: Rate Analysis**: A CCA and PG&E rate analysis with reasonable estimates of future PG&E rate changes based on historical prices, as well as factors that may affect the rate of increase into the future (e.g. local generation construction, spot market pricing, transmission rates, renewable energy mandates and declining cost of renewables, etc.). Other factors may also include ancillary services, transmission congestion impacts, and transmission scheduling coordination costs. This analysis should be presented in a scenario analysis, with high, medium and low estimates of future PG&E pricing for all rate classes. Other considerations should include:
  - a. Identification of other factors that may affect rate comparison (examples include combinations of the following: high gas, low gas, high hydro, low hydro, and rate restructuring).

- b. Investor Owned Utility (IOU) costs and surcharges embedded in rate forecast for direct comparison to CCA costs.
  - c. Based on IOU rate forecasts and other independent rate forecasts, compile electric generation service cost/ payment estimates for prospective CCA customers in consideration of applicable IOU rate schedules.
- **1.2.3: Supply Scenarios for CCA:** Scenarios for the energy procurement requirements of the CCA to address the goals and priorities as described above. Each scenario will examine the likely rates and competitiveness with PG&E, given current market conditions. Each scenario will also estimate greenhouse gas (GHG) impacts compared to PG&E. The selected Proposer will need to consider variations in how both the renewable and non-renewable portions of the power mix can be obtained (e.g., in-state, in-county, out-of-state, unbundled vs. bundled renewable energy credits, technology preferences), non-renewable portfolio attributes (e.g., system purchases, natural gas, hydro-electric), and flexible resource adequacy.
  - **1.2.4: Economic Impacts:** For these scenarios, the technical analysis should examine not just costs and GHG impacts but also provide information to support an analysis of the direct and indirect economic impacts of various supply scenarios.
  - **1.2.5: Sensitivity Analysis:** The technical analysis should include a sensitivity analysis reflecting changes in the following variables and identifying key drivers for potential rate volatility:
    - a. Market prices for conventional (non-renewable) energy.
    - b. Market prices for renewable energy based on preferred technologies.
    - c. Changes in PG&E generation rates, exit fees and customer surcharges, and the possibility that PG&E rates can go down in future years, either in response to the competition created by CCAs and other factors.
    - d. Changes in policies affecting local renewables development, including the possible reduction or elimination of the federal solar tax credit and production tax credit for wind power.
    - e. To what extent rates may change depending on varying levels of participation. If, for example, 30%, 20%, or 10% of the total County load is not included in the CCA will rates and resource availability materially change? In other words, would lower levels of participation potentially translate into higher prices given reductions in volume?
    - f. Rate sensitivity to higher renewable energy portfolio targets that exceed state RPS.
    - g. Rate sensitivity to local renewable generation, energy efficiency and demand-side programs.
    - h. Customer opt-out rates.
    - i. An evaluation of the potential impact of new policies, such as SB 350 and the RPS increasing to 50% by 2030. What impact will this have on rates and resource availability?
    - j. The GHG impact of a CCA program's initial power portfolio, including the potential unavailability of hydropower for a CCA's non-renewable portion (this is a key component of Sonoma Clean Power's ability to have a low GHG content). The analysis should consider a Humboldt CCA's GHG emissions if it cannot secure substantial, carbon-free sources like Sonoma Clean Power's large-hydro contract. Is it possible, for example, that a CCA could have a level of emissions similar or higher to PG&E in the short term, but (with increasing levels of renewables) lower emissions



in the long-term? The analysis should consider a long-term GHG emissions profile compared to PG&E. For example, the PG&E GHG baseline could (a) go down because of an increasing RPS or (b) rise because of lack of hydropower and the long-term uncertainty associated with the Diablo Canyon Nuclear Plant (a large source of emissions-free power).

### **Task 1.3: Financial Analysis**

Based on the technical analysis, the selected Proposer will need to assess the CCA program from an overall cost-benefit perspective. This analysis would quantify all necessary upfront costs (CCA bond requirements, other start-up costs and financing required to initiate power procurement) as well as on-going costs associated with buying power and administration. The result will be a 10-year cash-flow analysis detailing costs and revenues under each scenario assessed in Part 2. Quantifiable impacts shall include potential for: 1) annual and net savings over PG&E; 2) net GHG reductions; 3) expanded use of renewable energy resources and local economic development. This task will provide RCEA with:

- a. Pro forma report, including cash flow analysis, detailing costs and projected benefits under four electric supply scenario assumptions.
- b. Pro forma reports detailing costs and projected benefits under sensitivity case assumptions.
- c. Pro forma reports detailing costs and projected benefits of phasing in customer load over time.

The selected Proposer will need to assemble known and predictable cost-of-service variables and incorporate these into base-case analyses. Predictable cost-of-service variables include energy costs (forecast spot market prices, long and short-term power contracts and renewable energy minimums). Other inputs include start-up costs, cost of capital, operating and maintenance costs (administration, staffing, external technical contractors and legal assistance, billing and collections, and customer service – call centers and data management). The financial analysis should also consider uncollected bills, program reserves, CCA bonding for reentry fees, PG&E surcharges. Finally, the financial analysis should consider feed in tariff and net energy metering programs that encourage development of renewable energy generation projects in the region by offering customers a sustained reliable payback on their investment in renewable energy and sustainable local generation system.

### **Task 1.4: Risk Analysis**

The selected Proposer will also be required to analyze the potential risks to the CCA program, and outline risk-mitigation measures. Such risks include but are not limited to:

- a. Any financial risk to RCEA Members in the event the CCA fails (are there financial safeguards the Members should consider?)
- b. Financial risk of a CCA that procures too much or too little power and what the reasons might be for missing demand forecasts (e.g. higher than expected opt outs)
- c. Regulatory and legislative risk, due to rules changes at the CPUC or changes in state law that affect the ability of CCAs to be competitive
- d. As described earlier, the ability to procure the necessary amounts of renewable supply to meet and exceed RPS standards, particularly as the RPS rises to 50% by 2030 (and/or the number of CCAs in the State greatly expands) and the demand for renewable energy spikes. The analysis should examine concerns expressed that there may not be enough renewable supply to serve and expanding CCA market, or that costs of exceeding the RPS in alignment with the goals of the CCA will be so high that many customers will opt out.

- e. What is the exit strategy from the CCA if some or all of the Members are dissatisfied with the program and/or RCEA deems that the CCA is not longer viable at a later date.

**Additional Phase 1 Tasks**

Proposers should include other components of the development phase that will be important in the program ultimately being successful.

**PHASE 2. PROGRAM LAUNCH**

Assuming there are no critical barriers to a successful Humboldt CCA identified in Phase 1, Phase 2 will address all of the tasks required to provide the first delivery of energy to customers. These tasks are outlined as follows:

**Task 2.1: Implementation Plan/Perform All Regulatory Functions**

The selected Proposer will undertake all functions necessary to comply with CPUC regulations related to launching a CCA program. For example, the CPUC, which ultimately has to approve the program, requires that the CCA submit an Implementation Plan that covers all aspects of the set-up and operation. The plan will include the following:

- a. Process and consequences of aggregation
- b. Organizational structure of the program, its operations and funding
- c. Rate setting and other costs to participants
- d. Disclosure and due process in setting rates and allocating costs among participants
- e. Methods for entering and terminating agreements with other entities
- f. Participant rights and responsibilities
- g. Termination of the program
- h. Description of third parties that will be supplying electricity under the program, including information about financial, technical and operational capabilities

The Implementation Plan must also include a statement of intent indicating that the program must provide universal access, reliability and equitable treatment of all classes of customers, and to meet any other requirements established by state law or by the CPUC.<sup>1</sup> The selected proposer will be responsible for drafting the Plan and ensuring its certification by the CPUC.

**Task 2.2: CCA Organizational Infrastructure**

The selected Proposer will assist RCEA with creating the necessary organizational documents, procedures, and systems to successfully operate the CCA, including:

- a. Business and operations plan
- b. Operational policies and procedures
- c. Committee structures and processes
- d. Independent review and oversight of contractor and staff activities and recommendations

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<sup>1</sup> Section 366.2 of the Public Utilities Code specifies that to form a CCA, there must be a local ordinance approved by the entity proposing the CCA, followed by the preparation of an implementation plan, which must contain specific elements outlined in the statute. After the implementation plan is approved, the CCA registers with the CPUC and provides an executed copy of the services agreement between the CCA and the utility that covers the services to be provided by the utility (e.g.: billing).

**Task 2.3: Procurement/Vendor Engagement**

The selected Proposer will be required to undertake all tasks necessary to ensure all required vendors are identified and engaged prior to launch, including drafting, issuing and evaluating (with RCEA staff) any needed requests for proposals and submitted bids. The selected Proposer will assist RCEA in negotiating energy-supply contracts as well as any other vendor contracts needed to perform all CCA implementation activities that will not be performed by the selected Proposer. The selected Proposer will be expected to be available to answer questions and help obtain approval for any agreements from the RCEA Board of Directors. While responding to this RFP, Proposers must clearly detail all of the necessary vendors and outside services not provided by the proposal team which will be required to successfully launch the CCA program. Procurement activities could include, but would not be limited to:

- a. Assist with negotiations and contracting with existing and new local generation facilities for a portion of the initial energy supply.
- b. Prepare and issue RFP or other competitive process for provider(s) to satisfy RCEA's requirements for wholesale energy supply sufficient to meet all needs of CCA customers (energy, resource adequacy, RPS compliance), as well as schedule coordination services with the CAISO.
- c. Prepare and issue an RFP for data management, billing and "back office" services to ensure a proper database of all customers is maintained and all related services occur on schedule (opt-out notices, bill collection, etc.).
- d. Participate in discussions with PG&E and help RCEA develop and execute a utility-service agreement as well as all necessary systems to ensure proper functioning of the roles between the CCA and PG&E, including seamless transfers of electronic data.

Proposers should indicate if they or their subcontractors can undertake any or all of these services, thus negating the need to go through a separate RFP process.

**Task 2.4: Customer Engagement**

The selected Proposer will assist RCEA with developing and managing a plan for engaging the customers prior to launch, including setting up a call-center and obtaining all of the data necessary for customer enrollment. The selected Proposer will assist with opt-out noticing and will ensure all opt-out notices are sent by the proper times (120 days and 60 days both prior to and after launch). If a community outreach plan is developed, the selected Proposer will need to work with RCEA to ensure the plan is being followed.

**Task 2.5: Rate Setting, including policies to encourage distributed generation**

The selected Proposer will need to conduct an analysis to assist the CCA in establishing a rate regime that meets the annual budgetary revenue requirement developed by the program. This will include recovery of all expenses and any reserves or coverage requirements set forth in bond covenants or other debt-service requirements. RCEA anticipates a rate structure similar to PG&E's rate schedule at the outset (CCAs to date have started with a similar rate structure to PG&E to ensure the program rates are not drastically different from what they were previously). Included in the rate structure should be consideration of policies that further encourage renewable energy development, including but not limited to:

- a. A feed-in-tariff program to incentivize renewable energy projects within the CCA service territory;
- b. A net energy metering tariff that encourages solar installation on the customer side of the meter;

- c. A 100% renewable, opt-in choice. Customers would be offered a 100% renewable energy option at a premium price, based on the costs of a 100% renewable supply.

***Additional Phase 2 Tasks***

Proposers should include other components of the launch phase that will be important in the program ultimately being successful.

**PHASE 3: PROGRAM OPERATION**

Assuming positive outcomes from Phases 1 and 2 demonstrating the viability of the CCA program and a resulting RCEA decision to move forward with CCA implementation, Phase 3 represents the on-going operation of the CCA program after launch. Proposers must demonstrate their qualifications and capabilities to do so and be clear about the method of compensation. Proposers should address how they will work with RCEA to meet the needs of ongoing CCA operations after launch and how Proposer's approach would be economically and operationally advantageous to RCEA.

***Task 3.1: Financing for initial power purchases and other short-term needs***

There will be a number of short-term financial needs, including the posting of the CCA bond (currently at \$100,000) and the costs of buying the initial electricity before the revenue from electricity sales comes into the program. Proposer should specify whether it can cover these costs, such as the bond, or if it intends to work with RCEA to raise the necessary capital from a financial institution. If the latter, Proposer should specify its role in helping to secure the financing. Thus for this task, the Proposer should clearly specify all anticipated financial needs at launch and how those funds will be obtained. If a loan is required, the Proposer should provide an estimated timetable and loan repayment schedule.

***Task 3.2: Program administration and compliance***

Proposer should specify in clear detail what administrative and program function it proposes to undertake compared to proposed RCEA staff. If the Proposer proposes to undertake some of the CCA functions but not all of them, a potential RCEA staffing plan should be provided that contemplates the roles and functions of each RCEA staff member, clearly distinguishing between RCEA staff functions and the functions of the Proposer. The Proposal should clearly identify what CCA functions are expected to be handled by RCEA staff. It is suggested that a matrix of functions be provided, with a proposed structure for what roles the Proposer would handle and what would be done by RCEA staff. If the proposal is flexible on this matter, elaborate on that flexibility. Key CCA functions to be undertaken include but are not limited to:

- **3.2.1: Regulatory and Legal Compliance:** Ensure compliance will meet all regulatory requirements of CCA, such as RPS, resource adequacy, energy storage implementation and re-certification of implementation plan when necessary. This function would also involve monitoring on-going regulatory proceedings at the CPUC (as well as proposed laws at the legislature) that materially affect CCA functions and competitiveness, and providing comment and testifying at these forums when appropriate. Of particular concern would be impacts on CCA fees, such as the departing load charge and changes around the cost allocation mechanism.
- **3.2.2: Policy and program development,** including energy efficiency program administration, local development projects, job training and energy storage initiatives.

Innovative policies could include, as discussed previously, feed-in-tariff and net energy metering programs.

- **3.2.3: On-going communications and outreach to CCA customers**, including managing all customer service functions and a call center.
- **3.2.4: Accounting services**, including all bill calculation and delivery, customer accounting, etc. This includes managing and refining the Utility Data Interface.
- **3.2.5: Wholesale power procurement operations**, including schedule coordination in the day ahead and real-time markets as appropriate and handling all settlements with the CAISO.
- **3.2.6: Long-term power procurement**, issuing of RFPs for multi-year, off-take agreements, reviewing and evaluating bids and negotiating bilateral power-purchase agreements with third-party power providers.
- **3.2.7: Financial planning** for the CCA program, planning annual budgets and presenting to the Board of Directors as appropriate. This task would include managing the rate-setting process and getting approval for rates from the Board.
- **3.2.8: Undertaking continual risk management** and presenting to the CCA staff and/or Board of Directors notice of potential risks as well as presenting risk-mitigation strategies and processes for independent oversight. Risks include but are not limited to:
  - a. Cost responsibility surcharge volatility and regulatory changes
  - b. Commodity price volatility and wholesale suppliers reliability
  - c. Customer attrition
  - d. Credit risk
  - e. Utility rate changes

### ***Task 3.3. Long-term planning***

The selected Proposer will assist RCEA with developing a long-term integrated resource plan that considers both demand-side reductions (through energy efficiency and demand response) as well as supply needs. The resource plan will estimate the percentage of total electricity demand that will come from renewable and non-renewable resources. This should take into consideration SB 350 integrated resource planning requirements and other relevant factors.

The selected Proposer will also work with RCEA to create an action plan for developing local renewable energy projects. This plan will address the approximate time, number of megawatts and potential locations of solar, wind and other types of projects. The plan will need to include a discussion of financing options (third-party power purchase agreements, leasing, debt financing, etc.) and the pros and cons of each approach. It is anticipated that the local build-out plan will consider a 15-year planning horizon and should emphasize (but not be completely limited to) projects within Humboldt County.

### ***Additional Phase 3 Tasks***

Proposers should include other components of the operations phase that will be important in the program ultimately being successful, including any additional innovative or value-added services proposed beyond the basic requirements of CCA operations outlined above.

## Proposal Process

RCEA reserves the right to interpret or change any provision of this RFP at any time prior to the proposal due date. Such interpretations or changes shall be made in the form of addenda to this RFP. RCEA, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. RCEA reserves the right to waive inconsequential deviations from stated requirements.

### Schedule

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RCEA intends to adhere to the schedule provided below during the selection process. This schedule may change at RCEA's sole discretion.

Activity	Date
RFP Released	12/1/15
<b>Deadline to submit written Questions</b>	<b>12/11/15, 5:00pm</b>
Anticipated distribution of Questions and Answers	12/18/15
Proposal addendums, if any	12/2/15- 1/ <del>15</del> 22/16
<b>Proposals Due</b>	<b>1/<del>15</del>22/16 5:00pm</b>
RCEA may request clarifying information from proposers	1/ <del>16</del> 23-2/12/16
<b>RCEA may conduct interviews with select proposers</b>	<b>2/1-2/5/16</b>
Anticipated notice of recommendation for preferred proposal	2/12/16
Anticipated RCEA Board selection of proposer(s) for Agreement negotiations	2/22/16
Anticipated Service Agreement approval and start date	3/21/16

The questions and answers, any addenda, and any other updates in the RFP process will be posted to RCEA's website. Interested parties may request to receive notification of the questions and answers as well as any addenda. Notifications will be provided via email to any interested party that provides RCEA with electronic contact information.

### Submittal of Written Questions

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RCEA requires Proposer to submit all questions and requests for information in writing via email to RCEA at [afischer@redwoodenergy.org](mailto:afischer@redwoodenergy.org). The deadline for submitting written questions and requests for information will be December 11, 2015 at 5:00 PM pacific time. RCEA will NOT accept questions or requests for information after this time. Questions and answers will be posted and distributed by the anticipated date of December 18, 2015.

### Clarification of Proposal Information

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A Proposer may be asked to clarify information through written or verbal communications and/or in-person interviews. The clarification process may be performed by RCEA staff, the proposal review team, and/or RCEA Board CCA Subcommittee and any time during the course of the RFP process at RCEA's discretion.

One or more Proposers may be invited to present their proposals to the proposal review team, RCEA CCA Board Subcommittee, and/or the RCEA Board. If such presentations are requested, RCEA intends to schedule them the week of February 1-5, 2016; RCEA will try to provide reasonable advance notice of any such presentation but Proposers should plan accordingly.

### Contact and Address

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Proposers shall submit all correspondence, questions and the proposal to the following contact individual:

Lexie Fischer, Contract Management Program Assistant  
Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street Eureka, CA 95501  
Telephone: 707-269-1700  
Email: [afischer@rewoodenergy.org](mailto:afischer@rewoodenergy.org)

## Proposal Contents and Submittal

**THE RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY VIA EMAIL IN PDF FILE FORMAT TO LEXIE FISCHER AT: [AFISCHER@REDWOODENERGY.ORG](mailto:AFISCHER@REDWOODENERGY.ORG) NO LATER THAN 5:00 P.M. PACIFIC TIME ON JANUARY ~~15~~**22**, 2016.** Files should be formatted for printing on 8.5"x11" paper; proposers can submit hard copies of their proposal if they choose, but this is not required.

Proposers must provide all information requested in this section and addendum items, if any, as part of their proposals. Failure to provide all required information as listed below may be grounds for rejection of a proposal. Please read this entire RFP and all attachments before preparing your response. Proposers should seek clarification of any requirements they do not fully understand. Misunderstandings that result in an incomplete or improper response will not be considered a valid reason for submitting a non-responsive submittal. Any clarification desired by Proposer regarding the meaning or interpretation of this RFP must be requested in writing by email not later than December 11, 2015 at 5:00 P.M.

Proposals shall be submitted according the following format and include the following information:

1. **Cover letter**

Provide a cover letter that includes the following:

- Name, address, and telephone and email of Proposer and primary contact person.
- If team arrangement is proposed, describe the structure of the relationship and any past working relationships on similar projects.

- Name of entity that would be the prime Contractor and sign the Agreement, and the entity's legal form.
- A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda.
- The cover letter and any forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of 120 days from proposal due date.

## 2. Executive summary

Provide an executive summary, not to exceed two pages, that highlights the major elements of your qualifications and capabilities, your proposed CCA development and implementation strategies, and clearly states the services the proposal addresses.

## 3. Company Description, Experience and Qualifications

### ***Background Information***

Provide the following company information:

- Name of Firm
- Address of Firm
- Telephone, Fax Number, and E-Mail Address
- Primary Contact Person
- Legal Structure (corporation, partnership, joint venture, etc.)
- If team arrangement is proposed, provide the legal structure for each team member.
- Size of Firm / Staff
- Years in Business
- Name and titles of the entity's principal officers; and if appropriate for the participating team member.

### ***Staff Qualifications***

Provide the names and contact information of individuals who will be assigned to provide services requested by this RFP. List the qualifications of each individual and provide a resume or curriculum vitae (CV) for each such individual.

Specify how the proposal team has attained or fulfills the knowledge, experience, abilities, and capacity necessary to fulfill the Scope of Services.

### ***Sample Projects and References***

Describe services provided currently, or in the past, to other entities that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.

Provide the name, telephone number, and address for three (3) clients serviced by the Proposer as references for your experience for the services requested in the RFP.

### ***Subcontractors or Partners***

Proposals shall identify all subcontractors or partner entities with whom they propose for this contract of services. Specify what roles the subcontractors will perform and include



their contact information and qualifications; qualifications should include all information listed in above.

**4. Technical Response for the Scope of Services**

Response to the Scope of Services provided above. Organize your response into the 3 phases as outlined in the RFP, and address each element with thorough detail on your strategy and capabilities to address all tasks required for successful CCA program implementation.

***Timeline***

Provide a proposed timeline that outlines your strategy for addressing the elements of the Scope of Services.

**5. Cost Proposal**

Provide a cost proposal detailing the full cost of the services proposed and how those fees are structured. Proposers should provide specific budgets (broken down by task) or specify fee levels. Proposers may also propose varying fee structures such as consulting fees (\$ per hour or fixed \$ sums by deliverable) for one phase or set of services and management fees (\$ per kWh or \$ per CCA customer) for another.

**6. Anti-Collusion Statement**

A sworn anti-collusion statement is included as Attachment A to this RFP and must be included as part of the proposal package. This certification is required as evidence in the event that collusion or bid rigging is discovered at a later date. Collusion or bid rigging is grounds for cancellation of any contract that arises from this RFP as well as legal action by RCEA. Anyone with knowledge of possible bid rigging, collusion, or other fraudulent activities should report these activities to RCEA and/or the Department of Justice Antitrust Division's Citizen Complaint Center at 1-888-647-3258 or [antitrust.complaints@usdoj.gov](mailto:antitrust.complaints@usdoj.gov).

**7. Conflict of Interest**

All Proposers must disclose any contractual or personal relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a subcontractor or team participant included in the Proposer's response to this RFP, and RCEA or its Member Agencies, including any RCEA or Member Agency officer. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and RCEA, its Member Agencies, including any RCEA or Member Agency officer, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. RCEA will make the final determination regarding the existence of a conflict of interest.

**8. Appendix of Additional Information**

Other information or data relevant to your proposal is optional and may be included as an Appendix to the proposal.

# Proposal Evaluation and Selection

## Proposal Evaluation Procedures

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The RFP responses should be clear and concise to enable RCEA to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets RCEA's requirements. To this end, the RFP response should be specific, detailed, and complete to clearly and fully demonstrate that the Proposer has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work.

The proposals will be evaluated based on their content, completeness, and clarity. Based on the contents of submitted proposals, the results of any interviews and oral presentations (if conducted), along with any other information requested by RCEA, the RCEA CCA Subcommittee, with input from the proposal review team, will prepare a final ranking of the proposals and present its ranking to the RCEA Board.

The RCEA Board will have the sole and final authority to select a preferred Proposer. In the event the selected Proposer does not approve RCEA's agreement, RCEA, in its sole discretion, may rescind its selection of the Proposer and select another Proposer.

## Proposal Evaluation Consideration

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Proposal evaluation will consider the following:

1. Completeness of response submission - Responses should respond to each of the items set forth in the RFP.
2. Experience and Qualification - Evaluation of the qualifications, expertise, and overall experience of the organization as well as that of the personnel specifically assigned to provide the services requested, including factors such as:
  - Demonstrated direct experience within and understanding of energy markets, including relevant legislation and regulations applicable to CCA and its major participants – investor owned utilities, CA Independent System Operator, energy service providers and independent power producers, California Public Utilities Commission, and other key market players.
  - Demonstrated understanding of the CCA formation process in California including - statutory and regulatory requirements, and best practices, including experience in customer data analysis.
  - Demonstrated experience in resource planning and energy procurement.
  - Demonstrated experience in rate setting/design and sensitivity analysis, including anticipated rate impacts related to varying levels of renewable energy procurement and local renewable project/program development as well as energy efficiency and demand reduction program implementation.
  - Demonstrated experience in energy compliance reporting as it relates to CCA.
3. Quality and depth of references.

4. Economic feasibility and justification of all costs – Evaluation of cost effectiveness based on respondent's cost proposal.
5. Availability - Evaluation of the workload of the respondent and the staffing/resources to be assigned to the services requested. Evaluation of the time schedule of the respondent, and evaluation of the locations of offices and facilities from which the services are to be provided to RCEA.
6. Any other criteria RCEA deems relevant.

Proposal selection will not be based on lowest cost, but rather which, in RCEA's sole discretion, is in the best interest of RCEA, its Members, and its constituents based on the Proposer's qualifications, capacity, operations proposal, cost and willingness to accept RCEA's Service Agreement terms.

## Agreement Negotiation

The successful Proposer is expected to enter into a Professional Services Agreement with RCEA. There is no contractual agreement between the selected firm unless and until the RCEA Board or its designee, as applicable, accepts and signs the Agreement.

Once the RCEA Board has selected a preferred Proposer RCEA will provide a draft Professional Services Agreement to the select Proposer which will be finalized and approved by RCEA and the selected Proposer by the anticipated date included in the RFP schedule. RCEA expects that the draft Agreement will be executed by the selected Proposer in substantially the same form as presented. Proposers may, if necessary, propose exceptions to the Agreement; exceptions must be accompanied by recommended alternative language, such that the alternative language is acceptable to RCEA.

RCEA reserves the right, in its sole discretion, to terminate contract negotiations at any time, rescind its selection of a particular Proposer and begin contract negotiations with another proposer.

## Proposal Considerations

### Rights of RCEA

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RCEA's rights include, but are not limited to, the following:

- Reissuing or modifying the RFP, and or issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Withdrawing the RFP at any time during the procurement process.

- Requesting clarification or additional information from Proposers at any time during the procurement process.
- Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejection of any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of RCEA.
- Negotiating with more than one Proposer.
- Discontinuing negotiations after commencing negotiations with a selected Proposer if progress is unsatisfactory in the sole judgment of RCEA, and commencing negotiations with another qualified Proposer.

### **Consequence of Submission of Proposal**

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Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of this RFP, Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, Proposer has read and understands the RFP and complied with every requirement.

Without exception, the proposal is premised upon performing and furnishing the services required by this RFP and as such means, methods, techniques as may be indicated or required by this RFP.

All responses shall remain valid for a period of not less than 120 days from the submission.

The submission of a proposal shall not be deemed an agreement between the Proposer and RCEA, and the following conditions apply:

- RCEA shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Selection of consideration by RCEA obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against RCEA unless and until it is executed by the RCEA Board and the selected Proposer.

This RFP constitutes part of each response and includes the explanation of RCEA's needs, which must be met. This RFP and all materials submitted in response to this RFP will become the property of RCEA.

### **Proposal Costs**

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Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to RCEA. RCEA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with RCEA regardless of whether RCEA discontinues negotiations at any time or if negotiations result in a final Agreement.

## **Public Nature of Proposal Material**

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All responses to this RFP, including proposals, pre-submittal and post-submittal communications with RCEA, will become the exclusive property of RCEA. Proposals and communications with RCEA are subject to disclosure in accordance with the California Public Records Act (Cal. Government Code section 6250 et seq.).

If you believe that there are portions of your proposal which are exempt from disclosure under the Public Records Act, you must mark the pages and portions of your Proposal as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret, Government Code Section 6254(k)," or equivalent. In all cases the main, non-confidential sections of the proposal should contain adequate detail to characterize the Proposer's approach and qualifications without the need to reference information the Proposer believes to qualify for confidential treatment.

The Proposer is solely responsible for identifying and labeling any information contained within a proposal that may be subject to an exemption from public disclosure. Only those portions of a proposal which are actually exempt from disclosure under state law will be withheld from disclosure, regardless of whether labeled by the Proposer as exempt.

RCEA has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals submitted during the RFP process will not be made available to other Proposers or the public earlier than the date on which RCEA's CCA Board Subcommittee issues to the RCEA Board a recommendation of a company or team for selection. At this time, all parts of all proposals are subject to public disclosure excepting those portions clearly labeled or marked by the Proposer as subject to non-disclosure pursuant to state law, provided such portions are exempt.

The RCEA Executive Director may in his sole discretion after consultation with RCEA legal counsel, defer public disclosure of any or all proposal contents until RCEA Board approval of a Service Agreement. In such event, Proposals (excepting those portions that are exempt from public disclosure pursuant to state law) shall be available for disclosure at the same time the final Service Agreement is forwarded to the Board for approval.

Prior to the date on which the Board of Directors selects its preferred Proposer, RCEA will limit the release of Proposal contents as described above. If at anytime during or after the selection process RCEA receives a request to review and/or copy materials submitted by any Proposer that they have marked as confidential, RCEA will decline release of those materials as set out above.

If the person submitting the request files a legal action against RCEA seeking its release, RCEA will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay RCEA and its agent(s) legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the RCEA will have no obligation to defend the action and may release the information sought without any liability whatsoever.

**BY SUBMITTING A PROPOSAL, PROPOSERS AGREE TO HOLD HARMLESS AND NOT SEEK DAMAGES AGAINST RCEA, ITS OFFICERS, EMPLOYEES AND AGENTS, OR ANY MEMBER GOVERNMENT OR RECOVERY OF ITS ATTORNEYS' FEES AS A RESULT OF ANY DISPUTE RELATED TO THE RELEASE OR WITHHOLDING OF INFORMATION SUBMITTED IN RESPONSE TO THIS RFP.**

### **Proposer Code of Conduct**

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Proposers are required to adhere to the following Proposer Code of Conduct:

- No Proposer including any member of a proposal development team may engage in ex parte communications with RCEA staff, RCEA Board members, or elected officials of RCEA Member Governments;
- No Proposer including any member of a proposal development team may give any gift or monetary compensation to an RCEA Board member, RCEA staff member or agent, or proposal reviewers; and
- No Proposer including any member of a proposal development team may collaborate or discuss with other Proposers the content of the proposal or rates proposed, or otherwise collude with other parties submitting proposals, which shall be confirmed by the required Anti-Collusion Statement.

Failure to abide by the above will result in the proposal being disqualified.

### **Non-discrimination**

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Proposers may not engage in any discriminatory hiring or employment practices, and shall make personnel policies available to RCEA upon request. Proposers shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any contract that may result from this submittal.

# Attachment A

## ANTI-COLLUSION STATEMENT FORM

The undersigned Proposer has not divulged to, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer whatsoever. Additionally, the undersigned Proposer asserts and certifies that, to the best of the undersigned's knowledge, no person involved in the development of this proposal has divulged to, discussed, or compared this proposal with other Proposers and has not colluded with any other Proposer whatsoever.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ at \_\_\_\_\_.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

# Attachment B

## Humboldt County Energy Data

### Monthly Totals for Bundled (non-direct access) Humboldt County Customers -- kWh and Accounts

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Residential - kWh	45,526,915	43,372,330	42,192,711	41,588,692	37,607,087	35,429,987	34,505,810	33,699,286	34,312,756	34,964,381	39,814,210	43,883,959	466,898,124
Residential - Accounts	55,733	55,940	55,919	55,731	55,697	55,790	55,665	55,827	55,721	55,740	55,657	55,704	
Non-Res. - kWh	30,447,946	30,441,899	30,189,672	31,929,009	30,294,546	30,357,527	29,743,775	29,754,176	30,392,841	29,192,238	30,541,633	33,145,693	366,430,955
Non-Res. - Accounts	9,972	9,961	10,000	9,963	9,980	10,296	9,965	9,956	9,975	10,034	10,034	9,985	
<b>Total kWh</b>	<b>75,974,861</b>	<b>73,814,229</b>	<b>72,382,383</b>	<b>73,517,701</b>	<b>67,901,633</b>	<b>65,787,514</b>	<b>64,249,585</b>	<b>63,453,462</b>	<b>64,705,597</b>	<b>64,156,619</b>	<b>70,355,843</b>	<b>77,029,652</b>	<b>833,329,079</b>
<b>Total Accounts</b>	<b>65,705</b>	<b>65,901</b>	<b>65,919</b>	<b>65,694</b>	<b>65,677</b>	<b>66,086</b>	<b>65,630</b>	<b>65,783</b>	<b>65,696</b>	<b>65,774</b>	<b>65,691</b>	<b>65,689</b>	
<b>2013</b>													
2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Residential - kWh	44,590,382	42,446,681	39,322,645	38,245,959	34,839,014	32,950,698	32,369,583	31,322,018	31,691,451	33,477,295	38,138,751	42,212,581	441,607,058
Residential - Accounts	55,806	55,739	55,801	55,771	55,755	55,853	55,635	55,833	55,856	55,825	55,843	55,802	
Non-Res. - kWh	33,214,584	33,157,016	32,174,356	32,377,183	30,592,543	30,965,320	30,593,553	31,338,591	30,749,544	28,949,260	30,432,979	31,688,753	376,233,682
Non-Res. - Accounts	10,019	10,004	9,970	10,099	9,972	9,970	9,967	9,990	10,053	10,036	10,018	9,979	
<b>Total kWh</b>	<b>77,804,966</b>	<b>75,603,697</b>	<b>71,497,001</b>	<b>70,623,142</b>	<b>65,431,557</b>	<b>63,916,018</b>	<b>62,963,136</b>	<b>62,660,609</b>	<b>62,440,995</b>	<b>62,426,555</b>	<b>68,571,730</b>	<b>73,901,334</b>	<b>817,840,740</b>
<b>Total Accounts</b>	<b>65,825</b>	<b>65,743</b>	<b>65,771</b>	<b>65,870</b>	<b>65,727</b>	<b>65,823</b>	<b>65,602</b>	<b>65,823</b>	<b>65,909</b>	<b>65,861</b>	<b>65,861</b>	<b>65,781</b>	
<b>2014</b>													
2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Residential - kWh	40,243,797	37,909,937	34,861,118	34,504,351	31,530,402	29,924,716	29,814,051	29,581,213	29,071,529	29,798,672	33,767,994	36,278,683	397,286,463
Residential - Accounts	55,862	55,754	55,721	55,769	55,789	55,859	55,689	55,826	55,738	55,759	55,866	55,885	
Non-Res. - kWh	32,802,701	33,093,921	31,650,080	32,555,784	30,509,368	30,735,715	31,248,730	31,977,392	29,880,085	29,155,868	31,220,782	30,880,376	375,710,802
Non-Res. - Accounts	9,988	9,968	9,996	9,981	9,983	10,004	10,000	10,030	10,026	10,047	10,089	10,074	
<b>Total kWh</b>	<b>73,046,498</b>	<b>71,003,858</b>	<b>66,511,198</b>	<b>67,060,135</b>	<b>62,039,770</b>	<b>60,660,431</b>	<b>61,062,781</b>	<b>61,558,605</b>	<b>58,951,614</b>	<b>58,954,540</b>	<b>64,988,776</b>	<b>67,159,059</b>	<b>772,997,265</b>
<b>Total Accounts</b>	<b>65,850</b>	<b>65,722</b>	<b>65,717</b>	<b>65,750</b>	<b>65,772</b>	<b>65,863</b>	<b>65,689</b>	<b>65,856</b>	<b>65,764</b>	<b>65,806</b>	<b>65,955</b>	<b>65,959</b>	



# **Attachment C**

**RCEA Amended and Restated Joint Powers Agreement**

**(pending final adoption)**

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT OF THE  
REDWOOD COAST ENERGY AUTHORITY**

This Amended and Restated Joint Powers Agreement of the Redwood Coast Energy Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement effective April 22, 2003. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 20\_\_.

**RECITALS**

A. The Redwood Coast Energy Authority (“RCEA” or “Authority”) was formed in 2003 by the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the special district of the Humboldt Bay Municipal Water District (each a “Member,” collectively, the “Members”) to undertake a pilot project created and funded by the California Public Utilities Commission (“CPUC”) and the Local Government Commission (“LGC”), a California nonprofit membership organization, designed to encourage the formation of regional organizations to promote energy efficiency, conservation and increased local self-reliance.

B. Through its activities since formation, the RCEA has established Humboldt County and its communities as leaders in reducing energy demand, increasing energy efficiency, and advancing the use of clean, efficient and renewable local resources to increase regional self-reliance.

C. The RCEA Members desire to further the RCEA goals by implementing and administering a common Community Choice Aggregation program pursuant to California Public Utilities Code Sections 331.1 and 366.2 an electric service enterprise which shall be available to those Member cities and the Counties that elect to become program participants.

**NOW THEREFORE**, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

**AGREEMENT**

**ARTICLE 1 – AUTHORITY FORMATION**

**1.1 Formation of Humboldt County Regional Energy Alliance.** Pursuant to the Act, the Members hereby create a joint powers agency to be known as the Redwood Coast Energy Authority (“RCEA”).

**1.2 Separate Public Entity.** The RCEA is a public entity separate from the Members within the meaning of Government Code Section 6507.

**1.3 Parties to this Agreement.** For purposes of this Agreement, each Member intends to, and does, contract with every other Member which is a signatory to this Agreement and, in addition, with every public agency that becomes a Member under Section 4.1. The withdrawal of any Member from this Agreement does not affect its validity or enforceability as to the remaining Members, nor any remaining Member’s intent to contract with any of the others.

**1.4 Membership.** In addition to the original forming Members, any public agency as defined in Government Code Section 6500 which is located wholly or partly within the boundaries of Humboldt County or any adjacent county is eligible for membership in the RCEA. Upon approval by a simple majority vote of the full Board, any such public agency may become a Member if:

- (a) its governing body duly approves membership and agrees to all of the terms of this Joint Powers Agreement, and
- (b) an authorized officer of such agency executes this Agreement on its behalf.

## **ARTICLE 2 – PURPOSES AND POWERS**

**2.1 Purpose.** The purpose of the RCEA is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region for the benefit of the Member agencies and their constituents. To further that purpose, the RCEA will work toward the following goals:

- a. To lead, coordinate and integrate regional efforts that advance secure, sustainable, clean and affordable energy resources.
- b. To develop a long-term sustainable energy strategy and implementation plan.
- c. To increase awareness of, and enhance access to, energy conservation, energy efficiency, and renewable energy opportunities available to the region.
- d. To add value to, but not duplicate, energy services offered by utilities and others serving the region in a manner that does not conflict with acting as a community choice aggregator.
- e. To keep key decision makers and stakeholders informed of policy, regulatory, and market changes that are likely to impact the region.
- f. To support research, development, demonstration, innovation, and commercialization of sustainable energy technologies by public and private entities operating in Humboldt County.
- g. To develop regional capabilities to respond to energy emergencies and short-term disruptions in energy supply, infrastructure, or markets that could adversely affect Humboldt residents and businesses.

**2.2 Powers.** The RCEA is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement including, without limitation, each of the following:

- a. receive grants, contributions and donations of property, funds, services and other forms of assistance from any public or private source;
- b. make and enter into contracts;
- c. incur debts, liabilities and obligations; provided, that no debt, liability or obligation of the RCEA is a debt, liability or obligation of any Member except as separately agreed to by such Member;
- d. acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means, excepting therefrom the acquisition of real property through the exercise of eminent domain;
- e. sue and be sued in its own name;
- f. employ agents and employees;
- g. lease real or personal property as lessee and as lessor;

- h. receive, collect, invest and disburse moneys;
- i. issue revenue bonds or other forms of indebtedness, as provided by law;
- j. adopt ordinances;
- k. adopt, implement, manage and terminate a Community Choice Aggregation program in accordance with Public Utilities Code Section 366.2, et seq (“CCA Program”); services
- l. assign, delegate or contract with a Member or third party to administer or execute this Agreement or to perform any of the functions of the Board, as permitted by law; and
- m. exercise all other powers necessary and proper to carry out the provisions of this Agreement.

These powers shall be exercised subject only to the limitations set forth in this Agreement, any bylaws, applicable law (including local zoning, building, or other ordinances or regulations arising from the jurisdiction in which the RCEA is engaged in any specific activity), and any restrictions upon the manner of exercising such powers imposed by law upon the County of Humboldt in the exercise of similar powers.

### **ARTICLE 3 – INTERNAL GOVERNANCE**

**3.1 Board of Directors.** There is hereby created a Board of Directors (“Board”), which shall serve as the governing body of the RCEA, and shall exercise or oversee the exercise of all powers and authority on behalf of the RCEA as set forth herein. Each Member shall designate one person as a member of the Board (“Director”) and one person as an alternate member of the Board (“Alternate Director”). The Alternate Director may serve and vote in place of the appointing Member’s Director who is absent or who disqualifies him/herself from participating in a meeting of the Board. Directors and Alternates shall serve at the pleasure of the appointing Member and may be removed at any time, without cause, at the sole discretion of that Member. They shall not be compensated for their service, but may be reimbursed for expenses reasonably incurred in the performance of their Board functions, and appropriately documented. Each Director and Alternate Director may be an elected official of the governing body of the Member that he or she represents or a non-elected representative. Each Director and Alternate Director shall serve on the Board from the first meeting of the Board after appointment by the Member, until his or her successor is selected by that Member.

**3.2 Procedural and Operational Rules.** The Board may adopt bylaws or resolutions to govern its meetings and operations, or may separately adopt a statement of operating policies, provided that such bylaws, resolutions or statements are consistent with this Agreement.

**3.3 Principal Office.** The principal office of the RCEA shall be established by the Board. The Board may change the location of the principal office upon giving at least 15 days written notice to each Member.

**3.4 Quorum and Voting.** A majority of the Board shall constitute a quorum for the transaction of business. The Board shall act by motion, resolution or ordinance. Except as otherwise expressly provided by this Agreement or applicable law, all motions, resolutions and ordinances of the Board, and all actions required or permitted to be taken by the Members acting through the Board, shall be by a majority vote of the quorum.

**3.5 Board Chair and Vice Chair.**

- a. The Board shall appoint a Chair and a Vice-Chair.

- (1) The Chair shall be the chairperson of the Board and shall conduct all Board meetings and perform such other duties and functions required of such person by this Agreement or the Board.
  - (2) The Vice-Chair shall serve in the Chair's absence and perform such duties as required by this Agreement, the Board, or the Chair.
  - (3) Only Members of the Board are eligible to hold the positions of Chair and Vice-Chair.
  - (4) The term of office for the Chair and Vice-Chair shall be one year, commencing on January 1 of each year (excepting the initial year). The initial Chair and Vice-Chair shall be entitled to serve one full term of office in addition to any partial initial term.
- b. If a vacancy occurs in the position of Chair or Vice-Chair, the Board shall forthwith fill the vacancy for the duration of the unexpired term.

**3.6 Treasurer and Auditor.** The Board shall designate qualified persons (as described in Government Code §6505.5 and §6505.6) to serve as Treasurer and as Auditor of the RCEA who need not be Members, and may designate a single qualified person to hold both offices. The Treasurer shall have charge of depositing and maintaining custody of all funds held by the RCEA, and shall maintain strict accountability for all funds and reports of all receipts and disbursements. In addition, the Treasurer and the Auditor shall perform all other duties that may be imposed by applicable law (including Government Code Sections 6505 and 6505.5), this Agreement, or any rules of the Board. The compensation, if any, of the person or persons holding these offices shall be set by the Board. Alternatively, upon consent as needed of the governing body of any Member entity, the Board may designate the Treasurer of such Member as the depository of RCEA funds, and responsible for the discharge of all the duties set forth in Government Code section 6505.5, including the function of auditor, and the maintenance of strict accountability of RCEA funds.

**3.7 Other Officers and Employees.** The Board may designate such other officers, and may hire employees or independent contractors as appropriate and necessary to conduct the RCEA's affairs.

**3.8 Meetings of the Board.** The Board shall establish in the bylaws or by resolution the dates, times and places of its regular meetings, which shall be held not less than four times during each calendar year during the term of this Agreement. The Board's meetings shall be conducted in accordance with the Ralph M. Brown Act (Government Code Sections 54950 *et seq.*).

**3.9 Committees.** The Board may create an advisory committee composed of public and private stakeholders such as but not limited to residential and non-residential energy users, local governments, educational institutions, environmental organizations, and the private sector. The Board may also create an executive committee consisting of the managers of the Member entities, and may create any such other committee as it deems appropriate.

**3.10 Appointment of Administering Entity.** Pursuant to Government Code Section 6506, the Board may appoint an agency or entity, including one or more Members upon consent of the governing body of such Member, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, which it may designate, to administer or execute this Agreement, or any portions of this Agreement.

**3.11 Budget.** The RCEA shall operate on a fiscal year commencing July 1 of each year. The Board shall adopt by majority vote of the full Board an annual budget for each fiscal year at or before its last regular meeting before June 30 of each year. All costs incurred by the RCEA that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services

provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

## ARTICLE 4 – COMMUNITY CHOICE AGGREGATION

### 4.1 Enabling Ordinances.

- (a) RCEA. The RCEA is hereby authorized to adopt an ordinance to implement the CCA Program in accordance with Public Utilities Code Section 366.2(c)(12), or successor provision.
- (b) Member Participants. Each Member choosing to participate in the CCA Program shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12)(B), or successor provision, for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in the RCEA. Each Member having duly adopted a CCA participation ordinance shall herein be referred to as a “CCA Participant”.
- (c) Effect. The CCA Participants intend for this Agreement to be used as a contractual mechanism by which the CCA Participants are authorized to participate in the CCA Program. The CCA Participants intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program.

**4.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.4.

**4.3 Termination of CCA Program.** Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the RCEA to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law

### 4.4 Board Voting Related to the CCA Program.

- (a) Eligibility to Vote. Only Directors from Participating Members shall be eligible to vote on matters specifically related to the CCA Program.
- (b) Participating Member Vote. For purposes of the CCA Program, each Participating Member shall have a total vote comprised one third of a fixed Pro Rata Voting Share based on the total number of Participating Members, and two thirds of the proportional share of Electric Customers in the Participating Member’s jurisdiction.
- (c) Computation. The Participating Member Vote shall be computed based on the following formulas:
  - i. *Pro Rata Voting Share.* Each Director shall have an equal voting share determined by the following formula:  $([1/\text{total number of Directors}] \text{ multiplied by } 1/3)$ ; and

- ii. *Customer Base Voting Share.* Each Director shall have an additional voting share determined by the following formula:  $(\text{Number of Electric Customers in Director's jurisdiction} / \text{Total Number of Electric Customers in CCA})$  multiplied by  $2/3$ , where “Electric Customers” means the total number of electricity customer accounts for all rate schedules as of December 31.
- iii. *Total Vote.* The total vote for each Participating Member shall be the sum of its Pro Rata Voting Share plus its Customer Base Voting Share rounded to the nearest whole number, excepting that any sum greater than zero and less than 1.0 shall be rounded to 1.0. The initial Pro Rata Voting Shares, Customer Base Voting Shares, and total votes are set forth in Exhibit A, attached hereto and incorporated herein. Beginning in 2017, the Board’s Executive Director shall update Exhibit A at least every two years no later than March 1 to reflect changes in the number of Electric Customers and Participating Members, and such update shall not constitute an amendment to this Agreement. Any updated Exhibit A shall be provided to the Board at the regular meeting immediately following the update, and to the executive officers of the Participating Members within 30 days after the update.

**4.5 Quorum, Approval Requirements Related to CCA Program.** A majority of the Participating Members must be present and a majority of the CCA total vote must be represented by the present Participating Members to establish a quorum for the transaction of business on any matter specifically related to the CCA Program. Except as otherwise provided in this Agreement, the action of the Board for any matter specifically related to the CCA Program shall require the affirmative vote of a majority of the Participating Members present at the meeting where such vote is taken. The affirmative vote shall be established by adding the total votes of the present Participating Members as set out in Section 4.4, above.

## **ARTICLE 5 – MISCELLANEOUS PROVISIONS**

**5.1 Audit.** The accounts and records of the RCEA shall be audited as provided in Government Code Sections 6505 and 6505.5.

**5.2 Limitation on Liability of Members for Debts and Obligations of RCEA.** As provided for by Government Code section 6508.1, the debts, liabilities, and obligations of the RCEA do not constitute debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the RCEA.

**5.3 Indemnity.** The RCEA shall indemnify, defend and hold harmless the Members, their officers and employees, from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation), collectively referred to as ‘injury’, of every nature arising out of the RCEA activities described herein, or its failure to comply with any of its obligations contained herein, except where such injury is caused by the sole negligence or willful misconduct of a Member. Any defense of claims, as well as the cost of any judgments imposed for claims resulting from actions by the RCEA or any of the officers, agents, employees, or contractors of the RCEA in relation to this Agreement shall be the sole responsibility of the RCEA. To the extent that Members are also held jointly and severally liable for such amounts by Government Code section 895.2, if a Member provides for such defense of itself or the RCEA, or pays all or a part of such judgment, the member shall be entitled to reimbursement in full from the RCEA, provided the Member obtains prior approval from the RCEA.

**5.4 Insurance.** The RCEA will obtain at its expense, and maintain during the term of this Agreement, insurance against claims for injury to persons or damage to property or the environment which may arise from RCEA operations, with the scopes, coverages, deductibles and other provisions described below.

a. Minimum Scope

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (3) Property insurance against all risks of loss to RCEA property, as determined by law or by the RCEA.

b. Minimum Coverage

- (1) General Liability: \$ 5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
- (2) Employer's Liability: \$ 1,000,000 per accident for bodily injury or disease.
- (3) Property Insurance: Full replacement cost with no coinsurance penalty provision.
- (4) Workers' Compensation: Workers' Compensation to statutory limits covering all employees, paid or unpaid.
- (5) Errors and omissions insurance to cover any and all instances of misfeasance and/or nonfeasance in the scope of duties.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Members.

d. Other Insurance Provisions.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (1) The Members, their officers, officials, employees, and volunteers, are to be covered as insured with respect to liability arising out of RCEA operations.
- (2) The RCEA's insurance coverage shall be primary insurance as respects the Members, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Members, their officers, officials, employees or volunteers shall be excess of the RCEA's insurance and shall not contribute with it.
- (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Members.

Workers' Compensation Insurance Endorsement:

The workers' compensation policy shall be endorsed to contain a waiver of subrogation clause which states the following: "This insurance company agrees to waive all rights of subrogation against the Members, their officers, officials, employees and volunteers for losses paid under the terms of this policy, which arise from RCEA operation by the named insured for the Members."



Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**5.5 Amendments.** This Agreement may be amended only by a written instrument, approved by an affirmative vote of the governing bodies of two thirds (2/3) of the Members, and meeting any requirements imposed by the terms or conditions of any revenue bonds issued by the RCEA and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any Member to contribute any funds to, or become directly or contingently liable for any debts, liabilities or obligations of, the RCEA, without that Member's written consent, signed by its duly authorized representative.

**5.6 Withdrawal.** Members may withdraw at any time by providing written notice from the governing body of such Member to the Board; provided, that no Member may withdraw if withdrawal would adversely affect a bond or other indebtedness issued by the RCEA, except upon a two-thirds (2/3) vote of the full Board. Withdrawal shall be effective upon receipt by the Board of said notice or upon said vote of the Board if required. The withdrawing Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the effective date of withdrawal. Upon such withdrawal, no withdrawing Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however such Member may be entitled to participate in a pro-rated return of surplus money and other surplus personal property upon the dissolution of the RCEA based on factors as determined by the Board such as but not limited to the Member's length of time of participation with and contribution to the RCEA.

**5.7 Termination and Distribution.**

- a. This Agreement continues until terminated by the written consent of a simple majority of the full Board; provided that:
  - (1) this Agreement cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that the RCEA may issue are paid in full; and
  - (2) this Agreement and the RCEA continue to exist following termination for the purpose of disposing of all claims, distributing assets, and all other functions necessary to conclude the obligations and affairs of the RCEA.
- b. After completion of the RCEA's purposes, any surplus money on deposit in any fund or account of the RCEA will be disposed of as required by law. The Board is vested with all powers of the RCEA for the purpose of concluding and dissolving its business affairs.

**5.8 Nuclear Free Certification.** The RCEA and its Members certify by the authorized signatures below that the RCEA is not a nuclear weapons contractor, and not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The RCEA shall notify Humboldt County immediately if it becomes a nuclear weapons contractor, or engages in any of the activities listed above. In such event, or if it determines that the foregoing certification is false, and notwithstanding any other provision of this Agreement, the County may immediately terminate its participation and withdraw from this Agreement.

**5.9 Notices.** All notices which any Member or the RCEA may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or the RCEA, to an officer or person apparently in charge of that office, or

by depositing the same in the United States mail, postage prepaid, and addressed to the Member or the RCEA at its principal office, or to such other address as the RCEA or Member may designate from time to time by written notice given to the other Members in the manner specified in this section. Service of notice shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the RCEA and the Members, notice shall be delivered as follows:

COUNTY OF HUMBOLDT:	County Administrative Officer 825 Fifth Street Eureka, CA 95501
CITY OF ARCATA:	Arcata City Manager 736 F Street Arcata, CA 95521
CITY OF BLUE LAKE:	Blue Lake City Manager 111 Greenwood Blue Lake, CA 95521
CITY OF EUREKA:	Eureka City Manager 531 K Street Eureka, CA 95501
CITY OF FERNDALE:	Ferndale City Manager P.O. Box 1095 Ferndale, CA 95536
CITY OF FORTUNA:	Fortuna City Manager 621 11th Street Fortuna, CA 95540
CITY OF RIO DELL:	Rio Dell City Manager 675 Wildwood Avenue Rio Dell, CA 95562
CITY OF TRINIDAD:	Trinidad City Manager P.O. Box 390 Trinidad, CA 95570
HUMBOLDT BAY MUNICIPAL WATER DISTRICT:	General Manager 828 7 <sup>th</sup> Street Post Office Box 95 Eureka, CA 95502

**5.10 Prohibition Against Assignment.** No Member may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of the RCEA. However, nothing in this Agreement prevents the RCEA from assigning any interest or right it may have under the Agreement to a third party.

**5.11 Severability.** If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

**5.12 Liability of RCEA.** Subject to limitations contained in any trust agreement or other documents pursuant to which financing of the RCEA is implemented, RCEA funds may be used to defend, indemnify, and hold harmless the RCEA, any Member, any Director or Alternate Director, and any employee or officer of the RCEA for their actions taken within the scope of their duties while acting on behalf of the RCEA.

**5.13 Arbitration.** All disputes arising in connection with the interpretation or performance of this Agreement shall be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the RCEA, all Members and all former Members involved or affected by the dispute. The RCEA, any Member and any former Member that is party to the dispute may enforce any award, order or judgment of the arbitrator in any court of competent jurisdiction.

**5.14 Waiver.** Neither a waiver of any breach nor any failure to enforce any provision of this Agreement shall operate as a waiver of any other breach of such provision or any other provision.

**5.15 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

**5.16 Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

**5.17 Effective Date.** In accordance with the Amendment provisions of Section 22 of the initial Joint Powers Agreement (renumbered Section 5.5 herein), this Restated and Amended Joint Powers Agreement shall become effective at the time two thirds (2/3) of the Members have approved this Amended and Restated Joint Powers Agreement.

**IN WITNESS WHEREOF,** the Members of the Redwood Coast Energy Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES  
(Exhibit A follows signatures)

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair of the Board

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeffery S. Blanck, Humboldt County Counsel

**CITY OF ARCATA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Nancy Diamond, City Attorney

**CITY OF BLUE LAKE**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Nancy Diamond, City Attorney

**CITY OF EUREKA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Cyndy Day-Wilson, City Attorney

**CITY OF FERNDALE**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

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

Russell S. Gans, City Attorney

**CITY OF FORTUNA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
David Tranberg, City Attorney

**CITY OF RIO DELL**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Russell S. Gans, City Attorney

**CITY OF TRINIDAD**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Andrew Stunich, City Attorney

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Paul A. Brisso, General Counsel

**Exhibit A**  
**Redwood Coast Energy Authority**  
**Amended and Restated Joint Powers Agreement**

**Board Voting Shares for Community Choice Aggregation Business**

<b>Jurisdiction</b>	<b>Electric customer accounts (Dec 2014)</b>	<b>Percentage of total accounts (jurisdiction's accounts divided by total accounts)</b>	<b>Customer Base Voting Share (67 x ratio of accounts)</b>	<b>Pro Rata Voting Share (33 x [1/number of Directors])</b>	<b>Total votes, prior to rounding</b>	<b>TOTAL VOTES</b>
<b>City of Arcata</b>	8,203	12.41%	8.31	4.125	12.44	<b>12</b>
<b>City of Blue Lake</b>	664	1.00%	0.67	4.125	4.80	<b>5</b>
<b>City of Eureka</b>	13,965	21.13%	14.16	4.125	18.29	<b>18</b>
<b>City of Ferndale</b>	939	1.42%	0.95	4.125	5.08	<b>5</b>
<b>City of Fortuna</b>	5,584	8.45%	5.66	4.125	9.79	<b>10</b>
<b>City of Rio Dell</b>	1,508	2.28%	1.53	4.125	6.06	<b>6</b>
<b>City of Trinidad</b>	272	0.41%	0.27	4.125	4.40	<b>4</b>
<b>County of Humboldt (unincorporated)</b>	34,950	52.88%	35.44	4.125	39.57	<b>40</b>
<b>Total</b>	<b>66,085</b>	<b>99.99%</b>	<b>66.99</b>	<b>33</b>	<b>100.03</b>	<b>100</b>

- Due to rounding, totals will differ at various stages of the calculation process.
- The percentages of total accounts are rounded to two decimal places prior to calculating the Customer Base Voting Share.
- Customer Base Voting Share = 67 multiplied by the % of total accounts, rounded to two decimal places.
- Total votes are the sum of the Pro Rata Voting Share and the Customer Base Voting Share, rounded to the nearest whole number.
- The allocation of voting shares will be updated every two years, and as-needed to adjust for changes in the make-up of jurisdictions participating in the CCA.