



# Redwood Coast Energy Authority

633 3<sup>rd</sup> Street, Eureka, CA 95501

Phone: (707) 269-1700 Toll-Free (800) 931-RCEA Fax: (707) 269-1777

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## MEETING AGENDA

**Humboldt Bay Municipal Water District Office**  
**828 7th St, Eureka, CA 95501**

**October 16, 2017**  
**Monday, 3:15 p.m.**

RCEA will accommodate those with special needs. Arrangements for people with disabilities who attend RCEA meetings can be made in advance by contacting Ahn Fielding or front office staff at RCEA, 633 3<sup>rd</sup> Street, Eureka, or by calling 269-1700, or by e-mail at [ahfielding@redwoodenergy.org](mailto:ahfielding@redwoodenergy.org), by noon the day of the meeting.

### **OPEN SESSION** Call to Order

#### **1. REPORTS FROM MEMBER ENTITIES**

#### **2. ORAL COMMUNICATIONS**

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral & written communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

#### **3. CONSENT CALENDAR**

All matters on the Consent Calendar are considered to be routine by the Board and are enacted on one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an item be removed for separate discussion.

**3.1 Approve Minutes of September 18, 2017 Regular Board Meeting.**

**3.2 Approve Warrants.**

**3.3 Accept Financial Reports.**

**3.4 Approve 2017-2018 CivicSpark Program service agreement for \$51,000 with the Local Government Commission**

#### **4. REMOVED FROM CONSENT CALENDAR ITEMS**

Items removed from the Consent Calendar will be heard under this section.

#### **5. OLD BUSINESS**

None.

#### **6. NEW BUSINESS**

**6.1 November 2017 Board of Directors Meeting Date**

Change Date of November Board of Directors Meeting

### **COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)**

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighting voting as established in the RCEA joint powers agreement.

**7. OLD CCE BUSINESS**

7.1 Summary of Previous DG Fairhaven Discussion

**8. NEW CCE BUSINESS**

8.1. Energy Risk Management Quarterly Report

Accept Energy Risk Management Quarterly Report

8.2. Principle Power MOU

Approve Memorandum of Understanding and Intent to Cooperate with Principle Power

8.3. Peak Day Pricing Program

Approve Extension of 2017 Peak Day Pricing Program Through 2018

**END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS**

**9. STAFF REPORTS**

9.1. Demand-side Management

9.2. Executive Director

**DISCLOSURE OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

The Redwood Coast Energy Authority Board of Directors will meet in closed session to consider the items listed under agenda item number 11, "Closed Session."

**10. PUBLIC COMMENT REGARDING THE CLOSED SESSION ITEM(S)**

**11. CLOSED SESSION**

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957(b)(1):

11.1. Public Employee Performance Evaluation

11.1.1. Executive Director

**12. RECONVENE TO OPEN SESSION**

**13. REPORT FROM CLOSED SESSION**

**14. ADJOURNMENT**



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## MEETING MINUTES

**Humboldt Bay Municipal Water District Office  
828 7th St, Eureka, CA 95501**

**September 18, 2017  
Monday, 3:15 p.m.**

RCEA will accommodate those with special needs. Arrangements for people with disabilities who attend RCEA meetings can be made in advance by contacting Barbara Garcia at 269-1700 by noon the day of the meeting.

### **ROLL CALL**

Board Chair Woo called the meeting to order at 3:15 p.m.

Present: Austin Allison (left at 5:15 p.m.), Michael Winkler, Estelle Fennell, Sheri Woo, Michael Sweeney, Frank Wilson, Dwight Miller, Bobbi Ricca

Absent: Dean Glaser

### **1. REPORTS FROM MEMBER ENTITIES**

Member Allison reported next month the Energy Committee is taking a look at the City of Eureka opting up to 100% renewable energy.

Chair Woo reported with the Oroville Dam issues, the state has been focus on hydropower operation regulations. Because HBMWD's dam is regulated by the Federal Energy Regulatory Commission (FERC), the District is already doing a lot of the things the state is asking for.

### **2. ORAL COMMUNICATIONS**

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral & written communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

None.

### **3. CONSENT CALENDAR**

All matters on the Consent Calendar are considered to be routine by the Board and are enacted on one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an item be removed for separate discussion.

**3.1 Approve Minutes of August 21, 2017 Regular Board Meeting.**

**3.2 Approve attached Warrants.**

**3.3 Accept attached Financial Reports.**

**M/S/C: Winkler, Sweeney: Approve consent calendar items**

### **4. REMOVED FROM CONSENT CALENDAR ITEMS**

Items removed from the Consent Calendar will be heard under this section.

None.

## 5. OLD BUSINESS

### 5.1. Financial Report Template

#### Review and provide feedback on draft structure of public financial reports

Executive Director Marshall provided the board with a proposed draft of the financial reports, requesting feedback from the board. The proposed draft did not include any real financial data, but was provided to give the board an idea of the report structure. He noted RCEA will be updating its accounting software, therefore, some of the formatting as presented may look a little different. Information and formatting can be adjusted from time to time as warranted, but the purpose of presenting the draft at this meeting is to provide some illustrations on how the financial reports would look, with a combination of charts and narrative.

Director Fennell commented the charts are helpful. She also asked if when these reports are done, if there could be a breakdown of the expenses of power as well, which section of the budget went to which source of power (e.g., wind, hydro, biomass, etc.). Executive Director Marshall responded that information is in the budget report, but it would be good to better depict that information in the graphs and reports as well, because there's variances in the premium price vs. the base price, which is confusing to the general public. Director Miller noted the report had a good, concise narrative. Director Sweeney noted he liked the graphics and it helps the reports make sense. The board directed staff to continue to refine the reports.

## 6. NEW BUSINESS

### 6.1. California Energy Commission Micro-Grid Grant

Part I: Approve partnering with the Schatz Energy Research Center, PG&E, and County of Humboldt on a response to CEC Grant Funding Opportunity GFO-17-302

Part II: Approve issuance of a request for proposals for engineering, procurement and construction of the solar+storage system to be included in the grant proposal with RCEA as client, with any potential contract contingent upon award of EPIC grant

Director of Energy Resources Richard Engel reviewed the proposal outlined in the staff report to consider a grant in partnership with HSU's Schatz Energy Research Center, PG&E, and other partners to develop a solar+storage microgrid project at the California Redwood Coast – Humboldt County Airport (ACV) in McKinleyville. The grant would be through the California Energy Commission's Electric Program Investment Charge (EPIC) program and the Schatz Energy Research Center would be the lead applicant. As part of the application process, a request for proposals (RFP) for engineering, procurement and construction of the solar+storage system would be issued in order to have that information included in the grant proposal. The RFP award would be contingent upon the grant being funded. There was discussion about the benefits of a system for emergency backup power for emergency response, about exploring thermal

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storage in addition to battery storage, and considering the most logical sources for letters of support (entities which stand to benefit the most from the project)

**M/S/C: Miller, Sweeney: Approve partnering with the Schatz Energy Research Center, PG&E, and County of Humboldt on a response to CEC Grant Funding Opportunity GFO-17-302 and issuance of a request for proposals for engineering, procurement and construction of the solar+storage system to be included in the grant proposal with RCEA as client, with any potential contract contingent upon award of EPIC grant**

## **COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)**

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighting voting as established in the RCEA joint powers agreement.

Chair Woo confirmed quorum.

## **7. OLD CCE BUSINESS**

### **7.1. DG Fairhaven negotiations update**

#### **Provide direction to staff on next steps for negotiations with DG Fairhaven**

Executive Director Marshall reviewed the DG Fairhaven negotiations staff report. Terms and language points have been agreed upon, but the continuing challenge is whether RCEA can commit to the price end volume DG Fairhaven needs to be viable. It is anticipated more information will be available in and after October, therefore it is recommended to wait until November or December, at which time staff will be able to bring a proposal with various budget consideration options before the board.

The board agreed the timeline to gather information and make an informed decision was reasonable, however, stressed the importance of keeping dedicated to RCEA's core mission and to recognize the importance of backup sources of energy. The board directed staff to provide a proposal in November or December.

## **8. NEW CCE BUSINESS**

### **8.1. Principle Power Presentation**

Kevin Bannister and Antione Keiffer of Principle Power provided a presentation of Principle Power and the deep water offshore renewable energy/wind generation project they may want to explore on the north coast. Principle Power (PP) is a global technology leader for floating offshore wind energy – headquartered in Emeryville, California, with offices in Portugal and France.

Executive Director Marshall noted staff would be bringing a proposal to the Board to agree to work with Principle Power to explore an offshore wind technology project.

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## **8.2. CCE Program Update**

Jeff Fuller from The Energy Authority (TEA) provided a procurement and risk management update.

Key messages:

- Overall, everything is going well
- Renewable and non-fossil fuel targets higher than original program goals set in January
- Actual financial results deviating from forecast are due primarily to two factors:
  - Lower opt-out rates resulting in higher customer loads have resulted in higher revenues and power supply costs
  - Price spikes in CAISO market did result in higher unit costs for energy on unhedged positions than originally expected
- 2017 procurement strategy was executed per plan; adjustments made to account for higher loads and absence of DG Fairhaven PPA
- 2018 procurement strategy is substantially the same as communicated to the Board in April 2017
- Risk Management Team has been meeting monthly
- Legislative and regulatory risks continue placing a premium on building financial reserves

Mr. Fuller plans to provide Risk Management policy quarterly update in October.

## **9. STAFF REPORTS**

### **9.1. Director of Operations- Update on Information Technology Infrastructure Upgrades**

Director Dana Boudreau addressed his written update in the board packet on IT infrastructure upgrades.

## **10. ADJOURNMENT**

Board Chair Woo adjourned the meeting at 5:30 p.m.

Respectfully submitted: Ahn Fielding

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**Redwood Coast Energy Authority**  
**Balance Sheet**  
As of August 31, 2017

	<b>Aug 31, 17</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1075 · Umpqua Reserve Account 2300	1,000,890.62
1070 · Umpqua Deposit Cntrl Acct 1687	6,439,965.65
1062 · Chase DD Checking	137.53
1060 · Umpqua Checking-9271	470,536.74
1000 · COUNTY TREASURY 3839	3,911.55
1010 · Petty Cash	414.35
1050 · GRANTS & DONATIONS 3840	15,037.26
<b>Total Checking/Savings</b>	7,930,893.70
<b>Accounts Receivable</b>	
1100 · Accounts Receivable	304,462.63
<b>Total Accounts Receivable</b>	304,462.63
<b>Other Current Assets</b>	6,170,732.81
<b>Total Current Assets</b>	14,406,089.14
<b>Fixed Assets</b>	
1500 · Fixed Asset	93,591.39
1600 · Accumulated depreciation	-37,980.00
<b>Total Fixed Assets</b>	55,611.39
<b>Other Assets</b>	
1700 · Retained Deposits	4,100.00
<b>Total Other Assets</b>	4,100.00
<b>TOTAL ASSETS</b>	<b>14,465,800.53</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	146,339.20
<b>Total Accounts Payable</b>	146,339.20
<b>Credit Cards</b>	1,901.51
<b>Other Current Liabilities</b>	
2001 · Accounts Payable-Other	11,889,309.24
2100 · Payroll Liabilities	64,861.64
2210 · Retentions Payable	1,208.96
<b>Total Other Current Liabilities</b>	11,955,379.84
<b>Total Current Liabilities</b>	12,103,620.55
<b>Long Term Liabilities</b>	
2700 · Long-Term Debt	706,520.63
<b>Total Long Term Liabilities</b>	706,520.63
<b>Total Liabilities</b>	12,810,141.18

2:36 PM

10/11/17

**Redwood Coast Energy Authority**  
**Balance Sheet**  
As of August 31, 2017

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	<u>Aug 31, 17</u>
<b>Equity</b>	
2320 · Investment in Capital Assets	49,090.75
3900 · Fund Balance	385,571.50
Net Income	<u>1,220,997.10</u>
<b>Total Equity</b>	<u>1,655,659.35</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>14,465,800.53</u></u>



**Redwood Coast Energy Authority**  
**Profit & Loss Budget vs. Actual**  
 July through August 2017

	<u>Jul - Aug 17</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>REVENUE EARNED</b>			
<b>Total Revenue - government agencies</b>	72,622	268,835	27%
<b>Total Revenue - program related sales</b>	(202)	15,000	-1%
<b>Total Revenue-nongovernment agencies</b>	165,970	1,570,364	11%
<b>Electricity Sales Revenue</b>			
<b>Electricity Sales - Retail Revenue</b>	8,057,423	46,735,993	17%
<b>Electricity Sales - Uncollectable Accounts</b>	(24,173)	(140,208)	17%
<b>Total Electricity Sales Revenue</b>	<u>8,033,250</u>	<u>46,595,785</u>	<u>17%</u>
<b>Total REVENUE EARNED</b>	<u>8,271,640</u>	<u>48,449,983</u>	<u>17%</u>
<b>Total Income</b>	<u>8,271,640</u>	<u>48,449,983</u>	<u>17%</u>
<b>Gross Revenue</b>	8,271,640	48,449,983	17%
<b>Expense</b>			
<b>W HOLESAL E POW ER SUPPLY</b>			
<b>CAISO</b>			
<b>Total CAISO Energy</b>	(1,912,386)	5,336,455	-36%
<b>Total CAISO Non-Energy Charges</b>	222,465	1,830,563	12%
<b>Total CAISO</b>	<u>(1,689,921)</u>	<u>7,167,018</u>	<u>-24%</u>
<b>Bilateral Activity</b>			
<b>Resource Adequacy</b>	334,007	2,572,007	13%
<b>Energy Hedges Notional Value</b>	3,401,880	19,298,480	18%
<b>Total RPS Settlements</b>	-	717,788	0%
<b>Low Carbon Settlements</b>	3,198,585	518,145	617%
<b>Total Bilateral Activity</b>	<u>6,934,472</u>	<u>23,106,420</u>	<u>30%</u>
<b>Local Power Purchase Agreements</b>			
<b>Humboldt Redwood Company</b>	720,715	4,862,651	15%
<b>Total Local Power Purchase Agreements</b>	<u>720,715</u>	<u>4,862,651</u>	<u>15%</u>
<b>TOTAL W HOLESAL E POW ER SUPPLY</b>	5,965,265	35,136,090	17%
<b>PERSONNEL EXPENSES</b>	334,437	2,506,578	13%
<b>FACILITIES AND OPERATIONS</b>	30,012	232,976	13%
<b>COMMUNICATIONS AND OUTREACH</b>	6,195	200,041	3%

**Redwood Coast Energy Authority**  
**Profit & Loss Budget vs. Actual**  
 July through August 2017

	<u>Jul - Aug 17</u>	<u>Budget</u>	<u>% of Budget</u>
TRAVEL AND MEETINGS	3,584	48,617	7%
<b>PROFESSIONAL AND PROGRAM SERVICES</b>			
Contracts - Program Related Services	5,532	242,029	2%
Wholesale Services - TEA	94,166	567,821	17%
Procurement Credit - TEA	94,166	725,576	13%
Data Management - Calpine	179,690	921,508	20%
Regulatory	169,790	25,000	679%
Accounting	15,000	45,000	33%
Legal	7,906	85,000	9%
<b>PROFESSIONAL AND PROGRAM SERVICES</b>	<u>566,251</u>	<u>2,611,934</u>	<u>22%</u>
<b>PROGRAM EXPENSES</b>	48,039	965,897	5%
<b>INCENTIVES AND REBATES</b>	90,267	460,000	20%
<b>NON OPERATING COSTS</b>	6,594	65,610	10%
<b>Total Expense</b>	<u>7,050,643</u>	<u>42,227,742</u>	<u>17%</u>
<b>RESERVE REQUIREMENT CONTRIBUTIONS</b>	<u>1,000,000</u>	<u>6,000,000</u>	<u>17%</u>
<b>Net Income</b>	<u><u>220,997</u></u>	<u><u>222,241</u></u>	<u><u>99%</u></u>

## Redwood Coast Energy Authority Warrants Report

For the month of August, 2017

Type	Date	Num	Name	Memo	Amount
Check	08/01/2017	EFT	CoPower	August Premium	-208.20
Bill Pmt -Check	08/02/2017	8084	Rio Dell VFD	Rio Dell Wildwood Days	-50.00
Liability Check	08/06/2017	E-pay	EDD	499-0864-3 QB Tracking # 367857722	-3,200.83
Liability Check	08/06/2017	E-pay	Internal Revenue Service	74-3104616 QB Tracking # 367857742	-17,947.62
Liability Check	08/06/2017	E-pay	EDD	499-0864-3 QB Tracking # 367857782	-266.30
ACH	08/09/2017	ACH	The Energy Authority	May, 2017 Power & Services	-2,291,011.95
Paycheck	08/09/2017	8086	Paycheck	7/16 - 7/31/17 Payroll	-423.11
Paycheck	08/10/2017	8085	Paycheck	7/16 - 7/31/17 Payroll	-2,583.20
Bill Pmt -Check	08/10/2017	8127	City of Arcata	Site Host Reimbursement 4/1/17 - 6/30/17	-466.22
Paycheck	08/10/2017	08101701	Paycheck	7/16 - 7/31/17 Payroll	-41,824.87
Liability Check	08/14/2017	E-pay	EDD	499-0864-3 QB Tracking # 496378767	-4.38
Liability Check	08/14/2017	E-pay	Internal Revenue Service	74-3104616 QB Tracking # 496379167	-96.46
Liability Check	08/14/2017	E-pay	EDD	499-0864-3 QB Tracking # 496379377	-16.55
Bill Pmt -Check	08/15/2017	8128	Citibank		-326.04
Bill Pmt -Check	08/23/2017	8129	Humboldt State University	Booth Fee - HSU Job Fair 8/23/17	-50.00
ACH	08/24/2017	ACH	The Energy Authority	CAISO Settlement	-115,072.89
ACH	08/24/2017	ACH	Calpine	May & June 2017 Services / LEAN Reimbursement	-208,555.57
ACH	08/24/2017	ACH	Humboldt Redwood Company	July 2017 Biomass	-396,415.81
Liability Check	08/24/2017	E-pay	EDD	499-0864-3 QB Tracking # 499553667	-3,368.87
Liability Check	08/24/2017	E-pay	Internal Revenue Service	74-3104616 QB Tracking # 499553897	-18,572.92
Liability Check	08/24/2017	E-pay	EDD	499-0864-3 QB Tracking # 499554007	-190.49
Paycheck	08/25/2017	8130	Paycheck	8/1 - 8/15/17 Payroll	-2,583.20
Check	08/25/2017	8131	EUC Assessment: Moon, Ruth	EUC Home Upgrade Rater Path Refund	-500.00
Bill Pmt -Check	08/25/2017	8132	AT&T	August Telephone Service	-812.00
Bill Pmt -Check	08/25/2017	8133	Athing, James	Arcata Wellness Center self-install rebate/Audit 46	-248.27
Bill Pmt -Check	08/25/2017	8134	Bhullar Markets, Inc.	C&V Market self-install rebate/Audit 4396	-2,253.94
Bill Pmt -Check	08/25/2017	8135	Bithell, M.	Reimbursement - Bid & Breakfast items.	-56.68
Bill Pmt -Check	08/25/2017	8136	Blake's Books	Blake's Books self-install rebate/Audit 4682	-341.29
Bill Pmt -Check	08/25/2017	8137	Boudreau, D.	D Boudreau reimbursement - HDMI cable	-37.96
Bill Pmt -Check	08/25/2017	8138	Dell USA	(3) DELL T Tower & Monitors	-2,964.62
Bill Pmt -Check	08/25/2017	8139	Diamond, Nancy	July Legal Services	-3,907.30
Bill Pmt -Check	08/25/2017	8140	Don's Rent-All	Don's Rent-All self-install rebate/Audit 4668	-84.32
Bill Pmt -Check	08/25/2017	8141	Express Liquor & Cigar	Campton Heights Market self-install rebate/Audit 46	-3,095.31
Bill Pmt -Check	08/25/2017	8142	Fischer, A.	L. Fischer PEVC event charges reimbursement.	-153.46
Bill Pmt -Check	08/25/2017	8143	Fortuna Union HSD	Fortuna High School self-install rebate/Audit 2129.	-13,022.37
Bill Pmt -Check	08/25/2017	8144	Garcia, Barbara	Reimbursement: WoofStock supplies	-28.31
Bill Pmt -Check	08/25/2017	8145	Halvorsen, Nicole	N. Halvorsen CSDA training, Vallejo reimbursemen	-117.11
Bill Pmt -Check	08/25/2017	8146	HWMA	CFL & tube disposal	-166.50
Bill Pmt -Check	08/25/2017	8147	Ichien, D.	August purchase reimbursement	-47.00
Bill Pmt -Check	08/25/2017	8148	Local Government Commission	June Civic Spark program support	-2,218.50
Bill Pmt -Check	08/25/2017	8149	Mattio, B.	August purchase reimbursement	-10.00
Bill Pmt -Check	08/25/2017	8150	Murphy's Markets	Murphy's Market-Trinidad self-install rebate/Audit 46	-1,907.80
Bill Pmt -Check	08/25/2017	8151	Pat's Market	Hobys Market self-install rebate/Audit 4518	-4,002.73
Bill Pmt -Check	08/25/2017	8152	PG&E CCA	August CCE Charges	-31,351.52
Bill Pmt -Check	08/25/2017	8153	Platt/Rexel	PO #1156 Bulbs	-10,539.34
Bill Pmt -Check	08/25/2017	8154	Scrapper's Edge	Lamination	-18.55
Bill Pmt -Check	08/25/2017	8155	Stephenson, Nancy	Reimbursement for Bid & Breakfast items.	-65.99
Bill Pmt -Check	08/25/2017	8156	Structure Design & Engineering, LLC.	Pacific Union School Cooler Walls	-4,800.00
Bill Pmt -Check	08/25/2017	8157	Times Printing Company	Move in Mailers.	-3,198.70
Bill Pmt -Check	08/25/2017	8158	Winzler, John	Office Lease - August	-4,223.00
Liability Check	08/25/2017	8159	Umpqua Bank	74-3104616 HSA Contribution	-558.36
Liability Check	08/25/2017	8160	Calvert	74-3104616 IRA Contribution	-8,906.94

**Redwood Coast Energy Authority  
Warrants Report**

For the month of August, 2017

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Paycheck	08/25/2017	08251701	Paycheck	8/1 - 8/15/17 Payroll	-42,840.57
Bill Pmt -Check	08/31/2017	8221	Ichien, D.	VOID: August mileage reimbursement	0.00
					<u>-3,245,713.92</u>

**Redwood Coast Energy Authority**  
**Visa**

For the month of August, 2017

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
08/01/2017	August	Square	Card Reader Fee	20.00
08/08/2017	2025011	Amazon.com	Rectangular fitted stretch table cover - navy, 6'	21.84
08/09/2017	1825059	Amazon.com	Smead Poly Expanding Files	12.86
08/09/2017	8587422	Amazon.com	Black Cushioned Folding Stool, 24"	18.93
08/09/2017	1468256	Amazon.com	(2) US Weight Tailgater Canopy Weights	34.72
08/10/2017	8587422A	Amazon.com	Smead Poly Expanding File	6.43
08/10/2017	8587422B	Amazon.com	Black Cushioned Folding Stool, 24"	18.93
08/11/2017	2525849	Amazon.com	Anti-Fatigue Comfort mat	39.05
08/11/2017	2525849A	Amazon.com	Sticky back tape fabric fastener	7.37
08/11/2017	1468256A	Amazon.com	Medium 3-drawer cart with organizer top, black	41.22
08/11/2017	1468256B	Amazon.com	Gorilla Grip Anti-Fatigue Comfort Mat	39.05
08/11/2017	1468256C	Amazon.com	Bungee cords & sticky back fabric fastener	19.36
08/16/2017		U-Verse	December DSL 11/9 - 12/8/16	95.89
08/22/2017	77002	Autonomous, Inc.	SmartDesk	486.06
08/22/2017	0888209	Amazon.com	Cable Matters USB 3.0 SATA Hard Drive Docking Station	22.77
08/23/2017	6782652	Amazon.com	SuperSpeed USB 3.0 Cable - 6 feet.	9.75
08/25/2017		Uberconference	Conference call subscription	11.06
				<b>905.29</b>



# REDWOOD COAST Energy Authority

## STAFF REPORT Agenda Item # 3.4

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Lori Biondini, Director of Business Development and Planning
SUBJECT:	CivicSpark 2017-18 Agreement

### SUMMARY

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CivicSpark is a Governor's Initiative AmeriCorps program dedicated to building capacity for local governments to address energy, climate change, and water management issues in California, administered by the Local Government Commission (LGC) in partnership with the Governor's Office of Planning and Research.

In July 2017, RCEA's Board of Directors approved the agreement with LGC that appointed RCEA to serve as the North Coast Regional Coordinator and host for the 2017-18 CivicSpark program. RCEA staff interviewed several individuals who had applied with LGC to become CivicSpark fellows, and ultimately offered regional placements to two candidates. This agreement is for their services over an 11-month term paid monthly.

The fellows will provide support and capacity building to the Community Choice Energy and Transportation programs, as well as the Community Strategies department.

### FINANCIAL IMPACT

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The costs associated with the two CivicSpark fellow placements have been included in the respective program budgets. The agreement will fund two full-time fellows at RCEA for 11 months, which presents a significant value to RCEA.

### STAFF RECOMMENDATION

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Approve 2017-2018 CivicSpark Program service agreement for \$51,000 with the Local Government Commission.

### ATTACHMENTS:

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1. Service Agreement with the Local Government Commission for CivicSpark Program support on Community Choice Energy program.

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into as of 9/11/2017 by and between Redwood Coast Energy Authority ("Partner") and the Local Government Commission ("LGC").

### **RECITALS**

- A. Partner desires to engage LGC to provide certain services through the CivicSpark program.
- B. CivicSpark is a federally funded AmeriCorps program operated by LGC, in which LGC recruits, hires, and supervises emerging professionals.
- C. The CivicSpark Program provides climate change capacity building services to local governments in California through project implementation activities performed by LGC teams; LGC staff and CivicSpark Fellows (Fellows). Fellows can only work on contracted and allowable service activities (Exhibit "A"). CivicSpark will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff.
- D. LGC desires to provide those services and to be compensated accordingly.
- E. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the Partner and LGC hereby covenant and agree as follows:

1. Appointment. The Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit "B", "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

The Partner also agrees to the responsibilities and roles as described in Exhibit "C", as they relate to the Partner's participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "B" or responsibilities in Exhibit "C" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "B." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by Partner

2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.
3. Consulting Fee; Reimbursable Expenses.

(a) The Partner shall pay LGC a fee for the services provided, as described in Exhibit "D," "Description of Compensation," attached hereto.

(b) LGC shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement, limited to those expenses listed in Exhibit "E," "Reimbursable Expenses," attached hereto, up to the maximum amount set forth in Exhibit "E." Upon receipt of LGC's invoice, Partner shall notify LGC if it has any exceptions to LGC's invoice. When LGC and Partner are in agreement on the terms of LGC's invoice, Partner shall submit the invoice for payment. The Partner shall reimburse LGC within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and LGC's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit "F". This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC.

This agreement may be terminated at anytime by either party for cause. This agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

5. Excuse of Performance. LGC's obligation to perform the services specified in this contract shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by LGC, including any such circumstances caused by the Partner.

6. Independent Contractor. It is the intent of the parties that LGC is and shall remain an independent contractor, and LGC shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to LGC, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

7. Insurance. LGC agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Consultant's Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$1,000,000; (3) worker's compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, LGC shall provide a certificate of said insurance and an additional insured endorsement to the Partner within 10 days of the execution of this Agreement.

8. Limitation of Liability. With regard to the services to be performed by the LGC pursuant to the terms of this Agreement, the LGC shall not be liable to the Partner, or to anyone who may claim any right due to LGC's relationship with the Partner for any acts or omissions in the performance of said services on the part of the LGC, except when said acts or omissions are the result of any willful misconduct by LGC. Partner shall hold the LGC free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising out of the services rendered to the Partner pursuant to the terms of this Agreement or in any way connected with the rendering of said services,



except when the same shall arise due to the willful misconduct of the LGC.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by LGC while performing Services under this Agreement will be assigned to and owned jointly by LGC and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by LGC in the performance of the Services for the Partner shall be the joint property of LGC and the Partner.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To the Partner:

Matthew Marshall  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA, 95501  
707-269-1700  
707-269-1777 Fax  
mmarshall@redwoodenergy.org

To LGC:

Linda Cloud  
Local Government Commission  
980 9th Street, Suite 1700  
Sacramento, CA 95814-2736  
916-448-1198  
916-448-8246 fax  
lcloud@lgc.org

Either party may change its address by giving written notice thereof to the other party.

11. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. Governing Law. This Agreement shall be governed by the laws of the State of California.

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No

provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

14. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

15. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

16. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

DATED:

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Matthew Marshall, Executive Director  
REDWOOD COAST ENERGY AUTHORITY

DATED:

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Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

## Exhibit “A” Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service. These performance measures define how CivicSpark will provide service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. The project scope in exhibit A must align with the measures below:

- 1) Capacity Building for Local Governments – Fellow’s direct service hours should be spent building capacity for local government beneficiaries to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity for local governments by engaging, recruiting, and supporting volunteers. Volunteers may be engaged only one-time, (e.g. – volunteers to assist for a specific event such as Earth Day or service activities), or on-going, such as interns.
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their 1700-hour service year on training. Training includes the 1-week intensive orientation at the start of the service year, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their sustainability work.

The majority of direct service portion of the work provided by CivicSpark to local governments only involves the first two measures. The third measure is realized principally through training and professional development activities provided by LGC to Fellows. Some activities that occur while working with local governments may be considered training and professional development such as networking events and trainings that might be hosted by the local government.

In addition to only working on contracted performance measure service activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors or Fellows may not engage in the following activities (see 45 CFR § 2520.65):

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating

facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

- 8) Providing a direct benefit to—
  - a) A business organized for profit;
  - b) A labor union;
  - c) A partisan political organization;
  - d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e) An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

Fellows, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

### **Exhibit "B" Scope of Services**

LGC will perform the following services:

- 1) General Program Responsibilities
  - a) Provide clear guidelines to Fellow regarding AmeriCorps regulations and expectations.
  - b) Recruit and train Fellows to provide capacity building services for the region.
  - c) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows.
  - d) Manage local government service contracts.
  - e) Share outcomes from service with Partner.
- 2) Fellow Responsibilities
  - a) Pass a state and national and NSOPR background check before starting their service year.
  - b) Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training and development and service days.
  - c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours overall, with at least 1300 dedicated to Partner project hours (see below).
  - d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
  - e) Complete accurate reporting in a timely manner for as required by the National Corporation for Service for projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
  - f) Avoid participation in prohibited activities.
  - g) Identify as aFellow and wear AmeriCorps lapel pins or gear during service hours.

- h) Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
  - a) Civic Spark fellow(s) will broadly support RCEA in programs analysis and operation. Fellow activities will be focused on but not limited to:
    - i) Marketing, outreach, and education
    - ii) Community and stakeholder engagement
    - iii) Research and analysis supporting aspects of programs, including
      - (1) Mapping renewable energy to public tool
      - (2) Economic analyses
      - (3) Research and analysis of biomass impacts
  - b) Fellows will add capacity to local governments in the North Coast region over the course of these projects.
  - c) In addition to the climate project description, this scope must acknowledge that
    - i) The project will include an initial Fellow conducted gap assessment, a volunteer engagement component and a transitional support activity. These pieces do not need to be defined in detail, but should be referenced as part of the scope (LGC staff can discuss these elements and can provide details or examples as requested).
    - ii) Minor changes to the scope following the requisite gap assessment process may be needed.
    - iii) The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit "A".

### **Exhibit "C" Partner Responsibilities**

Partner will perform the following services:

- 1) Support Responsibilities
  - a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g. websites, newsletters, etc.)
  - b) Identify one staff member to act as a project supervisor and point person for the Fellow and CivicSpark staff.
  - c) Project supervisor shall support project implementation and professional development by
    - i) Setting aside at least 1 hour/week to check in with fellow and provide assistance for each approved project.
    - ii) Familiarizing Fellows to organization, resources, and project scope.
    - iii) Completing an initial performance assessment of Fellow (survey and goal setting) within a month of the start of the service year, and conducting a mid-year performance review, and completing a second survey prior to the end of the service year.
    - iv) Seeking opportunities to integrate Fellow professional goals into project activities.
    - v) As appropriate, facilitating Fellow transition by introducing Fellow to relevant colleagues and networks towards the end of the service year.
    - vi) Provide adequate professional workspace for Fellow (e.g. desk, computer, phone as needed).
  - d) Develop defined project scopes and identify goals to be completed in agreed timeframe.
  - e) Support implementation of project consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)

- f) Keep Regional Coordinators apprised of development of projects and challenges, working to redefine scopes and goals as necessary.
  - g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with LGC staff as close in time to the incident as possible so if needed LGC staff can assess the challenges and intervene as necessary.
  - h) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director.
  - i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
  - j) Not offer the CivicSpark Fellow part time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the Service Year end date.
- 2) Reporting Responsibilities
- a) Complete applications for CivicSpark projects identifying:
    - i) Total hours desired for service work
    - ii) One or more local government beneficiaries<sup>1</sup> for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department,
    - iii) Eligibility of projects as defined as an absence of some of the following resources: A dedicated sustainability staff, an adopted climate action plan, or specific mechanisms to track adopted climate change actions
    - iv) High need level of beneficiaries, defined by 2 or more of the following indicators:
      - (1) Community unemployment above the state average for current recorded year
      - (2) Key climate indicator (e.g. energy, water, waste) unimproved from the previous year.
      - (3) Local tax revenues lower than the previous year.
      - (4) CalEnviroScreen score of 23 or greater.
  - b) Have local government staff involved with the project complete pre-assessment surveys to define goals for this project and baseline outlook on climate change issues and responses.
  - c) Have local government staff involved in the project participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
  - d) Complete 2 professional assessments of Fellow at the beginning and end of the service year, and complete a mid-year review of performance.
  - e) Complete necessary project reporting defined including having local government staff who completed the pre-assessment complete a post-assessment survey at project completion.
  - f) Allow *CivicSpark* to share results for required grant reporting.

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<sup>1</sup>Beneficiaries should be identified as individual staff within local public agencies that acknowledge that they receive some direct or indirect benefit from the Fellows' project being completed. Local public agencies can be distinct agencies, or individual departments within a single agency (i.e. Public Works Dept. and Water Conservation Dept.), or separate project elements within an agency (i.e. School Garden Project and Leak Detection Project). Ideally, each fellow should serve at least 2 beneficiaries/service year (but cannot serve more than 6). Clarifications on beneficiary definitions should be addressed as needed in concert with LGC staff.

## Exhibit "D" Description of Compensation

Costs, total project hours<sup>2</sup>, additional prep-hours and travel budget for support options on a per Fellow basis are defined below.

The Partner agrees to contract with LGC for CivicSpark to serve for Full Fellow support option.

LGC will receive no more than \$51,000 for performing the services of this contract.

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Cost	Half Fellow \$13,000	Full Fellow \$25,500
Project Hours	650	1,300+ <sup>3</sup>
Additional Resources	20-40 additional project-prep hours. Up to \$200 in project-related travel covered.	40-80 additional project-prep hours. Up to \$400 in project-related travel covered

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Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

Invoices -which will be the total amount of the contract divided by the period of the contract and billed monthly -.will only provide the amount due in a given month, a separate remaining budget and hours to date report is provided for reference each month as well. If Partner needs invoices to include specific format, tasks, billing codes, or other details, they must inform LGC prior to the project start and give clear instructions to LGC about how time should be tracked and reported.

As LGC is committing to making the CivicSpark team available for a specific period, Partner will be invoiced for the full amount monthly regardless of Fellow activity during any given period. If for some reason, LGC is not be able to provide services for the full contract duration, Partner is only responsible for the portion of the contract amount for the period of service actually provided.

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<sup>2</sup>Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g. completing timecards, progress reports, project related communications with LGC staff).

<sup>3</sup>With Full Fellow option, any additional hours from Fellow's total service year commitment (1700) not allocated to project work (1300), project-prep (40-80) or fellow professional development (250 - 300) will also be available for partner project needs (estimated to be 50-100 additional hours).

### **Exhibit " E" Reimbursable Expenses**

LGC will cover up to \$800 for CivicSpark Fellow transportation expenses related to the service project.

Other project related expenses shall be submitted to Partner in writing for approval prior to the Partner being charged for reimbursement for an expense occurred during the completion of activities outlined in the Scope of Service as seen in Exhibit "B".

### **Exhibit " F" Timeline**

All tasks enumerated in Exhibit "B" are to start on September 11, 2017 and should be completed by September 10, 2018.





# REDWOOD COAST Energy Authority

## STAFF REPORT Agenda Item # 6.1

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	November 2017 Board of Directors Meeting Date

### BACKGROUND

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At its annual January meeting, the Board of Directors sets its board meeting calendar for the year. Due to the meeting's proximity to the Thanksgiving holiday and potential conflicts board members may have in attending this meeting a quorum for the November board meeting should be assessed and consider a date change if it is anticipated that a quorum will not be established.

### STAFF RECOMMENDATION

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Consider changing the Date of the November Board of Directors Meeting.

*(Board members should bring their calendars in case a new meeting date needs to be considered)*



**STAFF REPORT**  
**Agenda Item # 7.1**

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	Summary of Previous DG Fairhaven Discussion

**SUMMARY**

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At the September RCEA Board of Director's meeting the Board discussed next-steps toward a potential Power Purchase Agreement with DG Fairhaven beginning in 2018. The Board supported staff's recommended next steps and timeline, which was developed with input from DG Fairhaven:

1. In October, complete price hedging through TEA for 2018.
2. Based on these locked-in energy prices and projections for 2018 power markets, and in consultation with DG Fairhaven, revisit RCEA's ability to offer a proposal for a minimum level of MWh of biomass power that RCEA can prudently commit to purchase from DG Fairhaven.
3. At the Board's November meeting, staff will present this proposal, including a menu of options for freeing up needed funds to commit to a DG Fairhaven power purchase agreement. These options would call for financial trade-offs of program goals, possibly including:
  - a. Reducing customer rate savings below the \$2 million annual level in current program guidelines;
  - b. Decrease the overall margin by which renewable energy in RCEA's portfolio exceeds PG&E's renewables portfolio and/or the margin by which RCEA's greenhouse gas emissions are below those of PG&E;
  - c. Reducing or eliminating funding for new CCE-supported programs, currently set in the program guidelines at up to \$1 million per year.
  - d. Reducing the financial reserve targets that the board has set as program objectives.

Staff will ask the Board for a decision regarding a DG Fairhaven PPA at the November meeting or at the December meeting if further fact-finding and analysis is required. Based on the Board's decision, staff will proceed with rate-setting and the planning process for remaining procurement. Staff recommends this decision be contingent on the final PG&E rates and PCIA set in early-January being consistent with Nov/Dec predictions, with the target being to begin procurement for output from the DGF plant as soon as feasible in 2018. DGF has agreed to accept deferred energy payments due to cash reserves forecasted to reaching a low point early in 2018 as RCEA works to get current on settlements with TEA.

**STAFF RECOMMENDATION**

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N/A – Information only.



# REDWOOD COAST Energy Authority

## STAFF REPORT Agenda Item # 8.1

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	Energy Risk Management Quarterly Report

### SUMMARY

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Jeff Fuller of The Energy Authority (TEA) will provide a comprehensive Energy Risk Management quarterly program update for July through September, including:

- Current headroom projection for 2017 and 2018
- Status report on 2018 procurement
- Update on PCIA and future procurement requirements

### STAFF RECOMMENDATION

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Accept Energy Risk Management Quarterly Report.



**STAFF REPORT**  
**Agenda Item # 8.2**

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director and Lori Biondini, Director of Business Development and Planning
SUBJECT:	Principle Power MOU and Intent to Cooperate

**BACKGROUND**

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At the September RCEA Board of Director's meeting Principle Power representatives provided a presentation on their company's off-shore wind energy floating platform technology, the off-shore wind energy leasing process, and their interest in exploring the potential for developing a wind energy project off the Humboldt County coast. Principle Power's interest in pursuing a Humboldt County offshore wind project aligns well with the Community Choice Energy Program Guidelines adopted by the RCEA Board last fall, which include supporting the exploration of local off-shore wind energy development. Establishing a framework for RCEA to work with Principle Power will ensure that the shared goal of a viable, locally-beneficial project is developed with community input, guidance, and support.

The proposed Memorandum of Understanding (MOU) and Intent to Cooperate would formalize a collaborative effort between RCEA and Principle Power to work together on the key requirements needed to develop Humboldt's offshore wind energy potential, including:

- Community and local stakeholder engagement to identify and address potential environmental, industry, and community impacts
- Port and electricity-grid infrastructure upgrades
- Electricity power off-take agreements
- Establishing relationships with relevant local, state, and federal regulatory agencies
- Identifying and pursuing funding opportunities

An operational offshore wind project will take a number of years to complete and this MOU will be a first step toward that goal.

**FINANCIAL IMPACT**

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There is minimal financial impact from approving the MOU, primarily staff time as well some costs associated with community engagement and perhaps some technical analysis. This would be consistent with the Board's Community Choice Energy Program Guidelines, which specifies allocating resources during the initial 5-year program launch-period to support off-shore wind energy development by "moving forward with community and stakeholder engagement, site selection, environmental review, and project scoping."

The MOU does not establish a joint venture or any financial obligations between RCEA and Principle Power.

#### **STAFF RECOMMENDATION**

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Approve Memorandum of Understanding and Intent to Cooperate with Principle Power.

#### **ATTACHMENTS:**

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1. Memorandum of Understanding and Intent to Cooperate with Principle Power and associated non-disclosure agreement.

## **MEMORANDUM OF UNDERSTANDING AND INTENT TO COOPERATE**

This Memorandum is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between:

1. REDWOOD COAST ENERGY AUTHORITY, a California Joint Powers Authority, having an office at 633 3<sup>rd</sup> Street, Eureka, CA, 95501, whose members include the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the Humboldt Bay Municipal Water District, (“RCEA”); and
2. PRINCIPLE POWER, INC., a company incorporated in the state of Nevada, USA, (Entity No. E0706352007-5) having an office at 5901 Christie Ave., Suite 303, Emeryville, CA, USA 94608 that provides technology, engineering and development services for deep-water offshore wind energy projects (“PPI”).

RCEA and PPI are referred to herein either in singular as “Party” or in plural as the “Parties.”

### **PREAMBLE**

By creating access to economically priced renewable energy, renewable resource diversification, and enhanced economic activity in coastal areas, floating offshore wind energy development represents tremendous opportunity for the State of California. This is especially true of Humboldt County, where the wind resource offshore is particularly strong and Humboldt Bay is endowed with characteristics that make it well suited for investment to support the deployment of offshore wind systems. The Parties recognize these advantages and seek to identify and support development of floating offshore wind energy projects off the coast of Humboldt County.

### **AGREEMENT**

The Parties agree to cooperate and work together in good faith for the purpose of developing a floating offshore wind energy project utilizing the WindFloat technology (“Project”) off the coast of Humboldt County. As part of this agreement, the Parties agree to work together:

1. To negotiate without commitment or obligation to consummate the main elements of a future electricity offtake agreement considering the price and terms that meet the needs of the Parties, their customers, members, and investors;
2. To identify additional potential electricity purchasers for the Project and to coordinate with them as needed to ensure the full offtake of the Project;
3. To identify potential interconnection locations for the Project and to identify potential solutions for transmission system upgrades the Project may require;
4. To work with other stakeholders to identify and reasonably address local infrastructure improvements needed for associated fabrication, assembly, and deployment of Project components;
5. To consider the environmental impacts and commercial fishing interests associated with project siting and development, and to take reasonable steps to address them;
6. To seek out and cooperate on mutually beneficial grant or public funding opportunities that are consistent with the goals of this agreement;
7. To coordinate and cooperate with state and other relevant officials in ways that advance the Project interests;
8. To inform the other Party in a timely fashion of relevant developments that could affect or impact the goals of this agreement, and;
9. To identify and reasonably address the additional needs of either party that may arise during the project development process.

This Memorandum does not establish a joint venture, partnership, or business unit of any kind between the Parties, nor does it necessarily create a financial or future legal obligation on behalf of either Party. Further, the Memorandum does not grant or create an exclusive right to negotiate between RCEA and PPI; and, subject to the provisions of the Non-disclosure Agreement, either party is free to negotiate or explore the development of offshore wind energy with other persons and entities.

### **CONFIDENTIALITY**

Confidentiality shall be governed specifically by the Non-Disclosure Agreement dated \_\_\_\_\_ between the Parties attached as Annex A hereto (“NDA”), unless such NDA has been superseded

by a subsequent confidentiality agreement in writing between the Parties.

### **GOVERNING LAW**

The substantive laws of the State of California shall govern this agreement and any questions concerning its validity, construction or performance, without regard to the conflicts of laws provisions thereof. The Parties agree to submit to the non-exclusive jurisdiction of the courts in California in relation to any dispute arising out of or in connection with this Agreement, whether based in contract, tort (including negligence) or otherwise.

### **TERM**

This Agreement shall commence on the Effective Date and terminate on the first to occur of any of the following events: (a) the passage of two years from the Effective Date (b) the Parties mutually agree to terminate this Agreement; (c) the Parties mutually agree to supersede this Agreement with another form of legal agreement; (d) if either Party is placed into liquidation, bankruptcy, administration, receivership or any similar process; or (e) by material breach of a Party.

Signed (date):

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Redwood Coast Energy Authority  
Matthew Marshall, Executive Director  
633 3<sup>rd</sup> Street  
Eureka, CA 95501

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Principle Power, Inc.  
Joao Metelo, CEO  
5901 Christie Ave #303  
Emeryville, CA 94608





**STAFF REPORT**  
**Agenda Item # 8.3**

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Andrea Alstone, Manager of Power Resources
SUBJECT:	Bill protection for Peak Day Pricing Customers

**BACKGROUND**

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Peak Day Pricing is a program offered by PG&E to non-residential customers, designed as a demand response strategy to help manage grid load on days when electricity use is highest. Under the program, customers receive a discount on electric rates during the summer in exchange for paying a penalty through substantially higher rates during certain 'Peak Events' that occur on 9-15 'Peak Days' per year. Peak Events occur between 2pm and 6pm on Peak Days, which are announced by PG&E on the day prior. Peak Day Pricing rates are in effect during the summer season (May 1 to October 31) each year; the rest of the year normal utility rates apply.

In June of 2017 the RCEA Board adopted a Bill-protection Program for Peak Day Pricing Customers. This program will ensure that customers do not pay more by being enrolled in Community Choice Energy. The program will do a retrospective analysis of customer cost assuming they were enrolled in PG&E Peak Day Pricing and compare that to the actual bills paid under CCE. If a customer would have paid less under PDP then RCEA will provide a bill credit of the difference. The cost of such a program is small compared to the potential loss of revenue if these customers opted out of the CCE.

The program approved in June was intended to be a one-time program while staff developed a more comprehensive pricing solution for future summer seasons that both meets customer expectations and assists RCEA with its own peak load management and associated procurement costs, the original driver for demand response programs such as Peak Day Pricing. RCEA staff has looked into alternative programs for Peak Day Pricing. Due to limitations in data availability and rate design, staff determined that at this time we are unable to design a similarly wide spread program. Therefore we are proposing to continue the program in 2018 with the addition of customer notifications the day before a Peak Day, similar to the type of notifications given by PG&E to PDP customers.

RCEA staff is looking into third party providers that can provide the notification services that would notify customers via email or text or automated phone call on the day prior to a Peak Day, similar to the notification services provided by PG&E. This would allow customers to plan their energy usage.

## **FINANCIAL IMPACT**

The proposed plan will continue encourage non-residential customers who would otherwise lose financially to CCE to stay with the program. The cost of implementing this program is projected to be under \$200,000, funds that would be returned to customers as additional rate savings. This cost is smaller than the potential revenue lost if these customers, some of them key accounts, were to opt out of the CCE program.

## **STAFF RECOMMENDATION**

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Approve extension of 2017 Peak Day Pricing Program through 2018.



**STAFF REPORT**  
**Agenda Item # 9.1**

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Lou Jacobson, Director of Demand Side Management
SUBJECT:	Demand Side Management Program Updates

**CONTRACTOR PARTICIPATION**

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As noted at the July 17, 2017 meeting, the Demand Side Management (DSM) team has an internal goal of increasing contractor participation in the Energy Watch program through a simplified engagement process. The following actions were in place at that time:

- A simpler Request for Qualifications process,
- Project cost estimations opposed to unit pricing, and
- Competitive project bidding.

In addition, staff communicated that RCEA will be moving away from a Vendor Services Contract to a simplified process where the Energy Watch participating installer will agree to specific programmatic Terms and Conditions. This effort is complete and resulted in an updated Energy Watch Direct Install Program Manual. Participating installers will certify that they agree to comply with the program processes, standards, policies and conditions contained within the manual. The terms of the manual will be from January 1<sup>st</sup> to December 31<sup>st</sup>, 2018, unless RCEA extends the term by giving written notice.

The DSM team has identified that the existing RFQ process noted above may still be overly complex for general implementation needs. The DSM team is evaluating an even simpler approach modeled after PG&E's contractor driven Home Upgrade program.

Staff will continue to evaluate program policies, processes and procedures to minimize the complexity associated with both contractor and customer participation in our various efforts.

**PROGRAM IMPLEMENTATION**

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The DSM team will provide a presentation that covers both:

- Energy saving services and,
- Strategic initiatives.

Additional information can be provided upon request.

**ATTACHMENTS:**

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Redwood Coast Energy Watch 2018 Program Manual

**STAFF RECOMMENDATION:**

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N/A – informational only

# PROGRAM MANUAL

## Redwood Coast Energy Watch Direct Install



[www.RedwoodEnergy.org](http://www.RedwoodEnergy.org)  
Redwood Coast Energy Authority

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## 1. INTRODUCTION

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PG&E has partnered with local governments across their territory to implement the Energy Watch programs ([https://www.pge.com/en\\_US/business/save-energy-money/contractors-and-programs/community-partnerships/community-partners.page](https://www.pge.com/en_US/business/save-energy-money/contractors-and-programs/community-partnerships/community-partners.page)). The Redwood Coast Energy Authority (RCEA) implements the Redwood Coast Energy Watch program in Humboldt County. The program is funded by California ratepayers and administered by PG&E under the auspices of the California Public Utilities Commission (CPUC). Through Energy Watch, RCEA facilitates energy evaluations and retrofit projects with local governments, nonprofit organizations, special districts, small to medium sized businesses and residents by providing a suite of community facing services.

RCEA provides participating ratepayers several no and low-cost services designed to facilitate and retrofit projects including but not limited to:

- No and low-cost energy evaluations and consultations,
- Project support assistance,
- Financial incentives to offset installation costs and,
- 0% on-bill financing for eligible projects.

RCEA is trade professional ready through our outside contractor pathway. Any Installer can access our incentives and support at no-cost to their customer at any-time by reaching out to our team.

Agreeing to the Direct Install processes, standards, policies and conditions will make the Installer eligible for additional program benefits which include but are not limited to:

- Draft scopes of work and associated energy efficiency recommendations,
- Project cost estimates, and
- Opportunities to provide project quotes to participating ratepayers.

RCEA is also interested in retaining energy assessment support services. Contact our office or see RCEA RFQ 16-001 for additional information.

RCEA 2018 program goals include:

- Offset at minimum, 220kW,
- Reduce kWh consumption by no less than 1.3 million kWh and,
- Disburse incentives that exceed \$460,000 but do not to exceed \$800,000.

The following manual presents program processes, standards, policies and conditions. RCEA welcomes requests for additional information.

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Program Manager Demand Side Management  
Redwood Coast Energy Authority  
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## **2. PROGRAM TERM AND UPDATES**

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The manual will begin January, 2018 and end on December 31, 2018. RCEA may extend the term of this manual by giving written notice.

Program updates and alterations may be necessary from time to time to remain in compliance with our Energy Watch contract and reporting obligations to PG&E and the CPUC. RCEA will notify the Installers in the event the program is altered and the alteration impacts this manual. RCEA will handle changes to the Energy Watch program and this manual with caution as to minimize the impact to any committed project.

## **3. PROGRAM PROCESSES**

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### **A. Sales Cycle**

RCEA will perform most activities associated with the sales cycle. The program will market the program, pre-qualify participating ratepayers, evaluate energy efficiency opportunities, and present draft solutions.

### **B. Draft Project Scopes**

The draft project scope will be prepared by RCEA and will include but not be limited to:

- Area by area energy saving recommendations,
- A project cost estimate,
- Estimated project financials and,
- Required program documentation.

Cost estimates will be based on internal historic project data, current market retail costs for materials and estimated/averaged labor costs. RCEA encourages but does not require Installers to provide feedback regarding project cost estimates to contribute to the continual improvement of processes.

### **C. Project Assignment**

RCEA will notify the Installers after the ratepayer has expressed a desire to move forward with the identified project. RCEA will send the draft project scope to all Installers for an opportunity to provide a project quote to the participating ratepayer. RCEA reserves the right to limit the solicitation of quotes where applicable or requested by the participating ratepayer.

In most cases, a site walk and conference will be held prior the solicitation of quotes. If the project is of nominal size, project quotes without site visits may be requested.

The selection of the winning quote will be at the ratepayer's discretion. Exceptions include but are not limited to:

- Where the participating ratepayer requests that RCEA select a winning quote, we will select the lowest cost submission that meets the minimum product specifications necessary to be eligible for incentives and services, or
- When a different process is mandated by state law for the specific situation.

The project will be assigned based on project total cost. However, costs must be broken down and itemized by equipment and labor to ensure RCEA can meet regulatory reporting requirements. Itemized costs must be provided no later than at the completion of the project.

The Installer selected by the participating ratepayer may choose to accept or reject the project. After the project is accepted, RCEA will incorporate the quote into an updated final project scope.

## D. Referral and Requests

All Installer referrals and requests shall be honored 100% of the time. RCEA encourages Installers to market our offerings to their clients. Referrals and requests will supersede the described project assignment process unless otherwise required by state law.

Participating Installers can provide RCEA with a scope of work and identified existing conditions. RCEA will, in most situations, honor the participating Installer's scoping statement and provide an incentive quote along with program support as applicable.

## E. Project Process

The Installer will follow this project process, where possible and/or unless other direction has been provided.

- The Installer will accept the final work order via email or other documented means within two (2) business days by countersigning and returning the "Customer Work Order and Installer Work Agreement" form.
- RCEA will designate a manager to oversee each project ("Project Manager").
- Upon request from the Project Manager, the Installer will provide all manufacturer and model numbers for proposed equipment prior to installation. The program will use this information to ensure the product is eligible for incentives and/or for program reporting purposes.
- The Installer will schedule an installation date with the ratepayer and communicate that date to the Project Manager.
- Should the scope of the project change resulting in a cost increase greater than \$100.00, the Installer shall notify the ratepayer and the Project Manager and issue a Change Order request.
- The ratepayer and the Project Manager will review, accept, or reject the Change Order request (e-mail or phone conversations are acceptable).
- Should the Change Order be accepted, the Project Manager will have the ratepayer and Installer sign and date the Change Order.
- The Installer will complete the project, as defined by the work order, within forty five (45) days of executing a contract with the ratepayer, unless unforeseen reasons prevent the completion of the project.
- If a proposed efficiency measure leads to a situation where the technology cannot be retrofitted, replaced or handled without damaging it, or for any other reason, the retrofit is not deemed viable. The Installer will leave the existing conditions as is and notify the participating ratepayer and the Program Manager to reassess retrofit options, and to issue a Change Order, if necessary.

- The Installer will provide the ratepayer with warranty documentation for all equipment installed. The Installer shall also provide the Project Manager with a copy of the applicable warranty information.
- Upon request from RCEA, the Installer will provide evidence to certify that no Double Dipping has occurred for technologies incentivized and installed.
- Upon receipt of all required documents, RCEA will conduct random project inspections to verify installations. Up to 100% of all Installer projects may be inspected.
- For projects not passing site inspection, RCEA will issue a Punch-List identifying the causes, areas, and actions needed to close the Punch List.
- The Installer will sign and obtain the ratepayer's signature on the project completion certificate.
- The contractor will invoice RCEA for the incentive portion of the project where the incentive was assigned to the Installer by the ratepayer.
- As applicable, the Installer shall submit to RCEA all additionally required documents listed as deliverables.
- The project will be certified complete by the program, and eligible for rebate processing, only after the Project Manager certifies that the project was built as specified and all associated documentation has been completed and submitted.

## **F. Change Orders and Out of Scope Work Modification**

A written, approved and fully executed Change Order is required for all changes in the scope of work that equal \$100 or more. It is the responsibility of the Installer to identify and report any discrepancies in fixture quantities and any issues affecting retrofit viability prior to or during construction of each space. The Installer will notify the program in writing of any proposed changes in scope and the costs associated with the changes. The program will evaluate the requested changes to the scope and present them to the ratepayer for approval.

Work performed by the Installer that is not related to the program (the approved participating ratepayer report, associated work order, and any approved Change Order) is not considered part of this program and as such will not be recognized as a responsibility to be dealt with in any manner using program staff or funding. Any additional and related efficiency work shall be approved by the Program Manager and added to the ratepayer report and work order through the Change Order process.

## **G. Inspections**

An inspection will be conducted after the Installer and ratepayer accept the project as completed and final. The Installer will provide the following to initiate the inspection process:

- Written notification that the project is complete,
- Change Order documentation where applicable,
- A copy of the invoice to be given to the participating Ratepayer,
- Final materials used,
- Completion certificate completed by both the participating ratepayer and the Installer,

The Project Manager may elect to inspect or waive the inspection. In the case where the Project Manager elects to inspect, the Project Manager will use a checklist and project file that includes the initial survey that documents the existing and proposed conditions, any subsequent and approved Change Orders as well as all paperwork submitted by the Installer.

Once on-site, the Project Manager will complete the checklist and ensure that all contractually agreed upon efficiency measures were completed according to the reported existing and proposed conditions. The inspecting Project Manager will also note and confirm:

- The make and model of equipment used,
- Quality workmanship of installation,
- A brief interview with the participating ratepayer to confirm that the premises were kept clean and that the Installer displayed the Program's desired level of professionalism,
- A review of findings as compared to the initial survey, work order, Change Order, and final invoice.

During the post-install site inspection, the Project Manager will record any corrections to the installation that need to be made by the Installer.

## H. Punch Lists

If the inspection identifies a discrepancy between the signed work order and the actual installation, the Project Manager will use discretion in determining whether the Installer must correct the problem. In some cases, if the ratepayer has no preference, the Project Manager can issue a change order revising the original specifications to reflect the final installation.

Installation corrections, identified by the program as a "Punch List," as noted during the post-installation inspection shall be performed within ten (10) business days. If the Installer is unable to undertake corrective actions within ten (10) business days, the Installer shall deliver, in writing, reasons for the delay.

## I. Project Completion

The project will be deemed complete and ready for program invoicing after:

- All Punch List items have been corrected,
- All program documents have been submitted. Note that in the event of a scope change associated with a Punch List, material lists and customer invoices will need to be resubmitted,
- The Project Manager certifies that the project is complete and ready for invoicing.

## J. Invoicing

The Installer shall invoice the ratepayer for the project net cost and RCEA for the incentive portion of the project. The Installer will provide a copy of the ratepayer invoice for RCEA's reporting purposes. Both invoices should reflect the dollar amounts agreed upon by the ratepayer and Installer. Incentive dollars are payable to the Installer within 30 days after the Project Manager has certified the project as complete.

### *i. Invoicing RCEA*

- The participating Installer's invoices to RCEA shall be generated on the basis of the participating ratepayer's report and work order, or any and all associated Change Orders approved by the ratepayer

- Invoices shall be submitted to RCEA (ATTN: Project Manager) within one week of final Project Completion.
- RCEA will make the payment to the Installer within 30 days of Project Completion as determined by the program. The Installer understands that regardless of their invoice date, RCEA will not pay on the invoice until the following are submitted and all program standards, policies and conditions have been met:
- RCEA will mail or otherwise make available the amount of the invoice to the Installer.
- Invoices shall note audit and/or service request number.
- All projects associated with incentive payments exceeding \$10,000 will be verified by RCEA and PG&E.
- The Program reserves the right to hold any incentive payment until PG&E verifies the project as complete and ready to invoice.

**ii. *Invoicing the Ratepayer***

- The Installer shall invoice the participating ratepayer for the total agreed upon cost of the project less the incentive (“Net Cost”) as noted on the project work order and subsequent Change Orders. The Installer understands that the ratepayer may not pay for the project until all Punch List items have been completed.
- The invoice to the Ratepayer must include labor and material costs as separate line items.
- The installer shall be responsible for collecting the remaining payment from the participating ratepayer.

**K. Call Backs**

Should the ratepayer need to call back the Installer for any issue regarding the installation under this program (e.g., warranty), the ratepayer and/or Project Manager will contact the Installer with specific details.

The Installer will contact the participating ratepayer by the procedures given in section 4.C, *Communication*, of this document and resolve the call back issue within ten (10) business days unless the problem interrupts the participating ratepayer’s normal business operations (in the case of non-residential projects) or presents a health and safety threat, in which case the correction shall be made immediately.

**L. Complaints**

Any issues between the Installer and the ratepayer that cannot be resolved between them shall be presented to the Program Manager in written form for resolution. Should the resolution presented by the Program Manager be unacceptable, the Installer may choose not to continue participation in the program. Installer shall agree to comply with the Program Manager’s decision on any claim or will be disqualified from further participation in the program and may forfeit any incentive payment due under the program.

**M. Safety**

The Installer will observe and comply with all applicable laws, ordinances, codes and regulations including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as

amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations.

All services performed by the Installer must be in accordance with these laws, ordinances, codes and regulations.

## 4. STANDARDS

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### A. Project Cost Estimates

The program will provide an estimated project cost quote with all work orders. The quote will use but not be limited to the following factors:

- Estimated material costs,
- Estimated labor costs,
- Estimated disposal costs,
- Access adders, height adders and off-hour work periods such as evening, weekend and holiday hours,
- Lift awards for work above 20 feet and,
- Prevailing Wage.

### B. Product Specifications

The energy efficiency products used must meet the eligibility requirements of the applicable statewide and/or national qualified products list. For example: LED products must be listed on California's Statewide Qualified LED Product List.

The Program will make its self readily available to support the selection of eligible product on therequest of the Installer to ensure product is eligible.

Should the Installer install equipment that does not meet the program's specifications, the Installer shall be responsible for all costs associated with meeting the program's specifications. Should the installation not be upgraded to meet program specifications the incentive will be withheld until the upgrade is completed with eligible products.

### C. Communication

In the case that the program or ratepayer has questions, the Installer is required to respond in a timely fashion. Responses to inquiries shall be given within two (2) business days. A response does not necessarily mean an answer will be given, but that person-to-person communication shall be attempted. If the information needed is not available on short notice, the parties shall agree upon a reasonable time when a full response is to be expected. If information is available on short notice, it shall be delivered by a mutually agreed upon method (telephone call, voice mail, e-mail, fax, etc.).

### D. Scheduling

The Installer is responsible for scheduling the installation with the ratepayer.

### E. Installation

The Installer will complete the installation in a timely manner. Once an installation has begun, the Installer shall be on site every day during normal business hours (or at a time pre-arranged with the participating ratepayer) and diligently complete the work until the installation is complete.

In addition, the Installer will:



- Install materials in accordance with manufacturer requirements,
- Conform to all Federal, State, and local permitting and code requirements,
- Ensure all applicable permits have been obtained,
- Be solely responsible for damage and/or cleaning costs associated with work performed,
- Provide all labor, materials, tools, equipment, and services required to complete the project as specified,
- Be responsible for the cost of all items required for a complete and operating system,
- Cover merchandise, food and dry goods, furniture, equipment and all other participating ratepayer property to protect against damage, dust and dirt during installations,
- Protect surrounding areas against smudges and dirt,

## **F. Clean-Up**

The Installer will:

- Clean and restore work areas to their initial condition at the end of each work period,
- Keep the work area clean,
- Keep access to all areas of each building clear,
- Move and replace furniture, files, machines, and equipment during construction,
- Minimize interference to occupants,
- Interrupt building services only after obtaining the participating ratepayer's approval.

## **G. Deliverables**

The following describes standard deliverables to be provided to RCEA and to the ratepayer.

### ***i. Deliverables to RCEA***

- A signed Customer Work Order and Installer Work Agreement,
- Status reports on jobs such as installations scheduled, installations in process, Change Orders, and Punch Lists as requested by the program or ratepayer during the project,
- If applicable, detailed Change Orders, including quantities, new retrofit recommendations, reasons for the changes, and existing lighting system, with schedule of operation (e.g. when adding a lighting project);
- Specification sheets for any special equipment as requested by RCEA,
- Written evidence of resolution of claims, callbacks, corrections or quality control deficiencies,
- A populated Project Completion and participating ratepayer acceptance certificate upon completion of the final scope of work,
- A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed,
- Warranty information for all equipment installed,

- An invoice to the program not to exceed the dollar amount noted as the ratepayer's final incentive,
- A copy of a Net Cost invoice delivered to the ratepayer.

*ii. Deliverables to the Ratepayer*

- A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed.
- Warranty information for all equipment installed including information and forms necessary for making warranty requests for all equipment installed and that the participating ratepayer pre-register for warranties where applicable.
- User manuals for all applicable equipment installed (e.g. occupancy sensors, exit signs, controls, special ballasts, fixtures etc.,
- A Net Cost invoice.

## **5. PROGRAM POLICIES**

---

### **A. Participating Ratepayer Eligibility**

Verifying participating ratepayer eligibility is the responsibility of RCEA.

### **B. Certification of Project Completion**

A project will not be considered complete by the Program until all project steps are completed, including quality control inspections, Punch List items, and the submittal of all program required deliverables.

### **C. Recycling and Disposal**

Removed lamps, ballasts, fixtures, and other materials and debris shall be recycled or disposed of off-site, in accordance with all local, state and federal rules, regulations or requirements.

The cost of the proper disposal of all materials shall be reflected in the final cost.

### **D. Permits, Codes and Certifications**

RCEA requires that:

- The Installer obtain all required permits and licenses for each project,
- All fees associated with the permits and licenses are included in the total installed cost,
- The Installer conforms to all applicable building and electrical codes, standards, and regulations.

### **E. Initial Probationary Period**

Installers new to the program shall be subject to a probationary period covering the first 10 completed installations to ensure quality of work performed. During the probationary period, RCEA will withhold 10 % of all incentives disbursed across the initial 10 completed projects or up to \$2,500.

Upon completion of the probationary period or whenever the Installer is in good standing after the probationary period, RCEA will release 100% of the retention, unless there is an outstanding complaint or claim made against the Installer. Retention will be released upon resolution of any complaints or claims and when the Installer is considered in good standing.

### **F. Disqualification**

RCEA believes engaged and successful Installers and builders are key to the program's success. However, RCEA reserves the right to terminate any Installers engagement with the program at any time and without cause should RCEA determine that continued participation is not in the Humboldt County ratepayer's best interests.

In the unlikely event that an Installer is disqualified, the Installer may be reinstated to the program upon negotiation of reinstatement terms with RCEA.

### **G. Incidental and Consequential Damages**

The Installer assumes all responsibility for incidental and/or consequential damages for its own negligence, including responsibility for the negligence of its employees, subcontractors, and agents and for the claims of third parties resulting from such negligence.

## H. Double Dipping

The Installer may not access measure incentives for the ratepayer from any other energy efficiency program funded by California ratepayers when incentives are being provided by RCEA.

An example is where a distributor provides the Installer with discounted equipment based on a PG&E-sponsored rebate. Since this product already includes an incentive, a second incentive through RCEA would be a “double dip” in the incentive/rebate pool. This is not allowed.

Upon request of the program, the Installer shall be obligated to provide evidence that no distributor or manufacturer up-stream rebate was applied to any technologies used within the program.

It is within the program’s sole discretion to determine whether Double Dipping has occurred. Installers will not be paid the incentive portion of a project should the PG&E determine that Double Dipping occurred.

## 6. CONDITIONS

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### A. No Guarantee of Work

Certification of an Installer to participate in the program is not a guarantee of work by RCEA.

### B. Independent Contractor

The Installer shall be deemed at all times to be independent contractor and shall be wholly responsible for the manner in which the Installer performs the services required. Installer shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, contract, agency or partnership relationship between RCEA and the Installer.

### C. Indemnification

Installer, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless RCEA and PG&E, and their respective officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Installer's operations under this Agreement, or with the performance of this Agreement by Installer or its officers, employees, partners, directors, subcontractors or agents.

### D. Insurance

All insurance, except professional liability, shall name RCEA and PG&E, and their respective officers, agents, volunteers and employees, as additional insured and shall provide primary coverage with respect to the RCEA. All insurance policies shall:

- Provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to RCEA's Director of Demand Side Management,
- Be evidenced by the original Certificate of Insurance attached to RCEA's form endorsement or the insurance carrier's standard form endorsement evidencing the required coverage; and
- Be approved as to form and sufficiency by the RCEA Director Demand Side Management.

#### *i. General Liability*

Installer shall maintain at all times during the performance of program activities a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000/\$2,000,000 in aggregate for bodily injury, property damage and personal injury; an automobile liability insurance policy in the minimum amount of \$1,000,000; and, if any licensed professional performs services, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Installer's performance of services under this Agreement.

#### *ii. Business Auto Insurance*

Installer shall carry business auto insurance. The limit shall not be less than \$1,000,000.00 for each accident for both bodily injury and property damage.

Before commencing work, Installer shall forward all insurance documents to Attn: Demand Side Management, Redwood Coast Energy Authority, 633 3<sup>rd</sup> St., Eureka, CA 95501.

### **E. Conformity with Law and Safety**

Installer shall observe and comply with all applicable federal, state, and local laws, ordinances, codes and regulations of governmental agencies. All services performed by Installer must be in accordance with these laws, ordinances, codes and regulations.

### **F. Governing Law**

The interpretation and performance of work under the Program shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the interpretation and performance under the program shall be in Humboldt County, California.

### **G. Waiver**

Failure of RCEA to insist on strict performance shall not constitute a waiver of any of the provisions of this manual or a waiver of any other default of Installer.

### **H. Assignment**

Installer may not assign the certification to participate without the prior written consent of the program, except that Installer may assign its right to any money due or to become due hereunder.

### **I. Section Headings**

The sections and other headings are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

### **J. Contractor's License**

Installer warrants and represents that it has an active contractor's license with the California State Licensing Board.

## 7. DEFINITIONS

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**Background checks:** At minimum, a search using federal, state and municipal databases to determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, DUI, domestic violence, larceny, manslaughter, murder, theft, sexual crimes, multiple misdemeanors or felony drug convictions and any crimes against children.

**Business Day:** The period from one midnight to the following midnight, *excluding* Saturdays, Sundays and holidays.

**Calendar Day:** The period from one midnight to the following midnight, *including* Saturdays, Sundays and holidays.

**Change Order:** Work that is either added to or deleted from the original scope of work of a contract. The program requires a minimum \$100.00 change in total cost to trigger a change order.

**Demand (kW) Savings:** The amount of connected load (kW) saved, from the application of more efficient equipment.

**Discount:** Portion of incentive funds that subsidize overall costs to the participating ratepayer and are paid directly to the Installer.

**Disqualification:** An event where the program decides that an Installer is no longer eligible to participate in the program.

**Double Dipping:** *Accessing multiple California ratepayer rebate/incentive programs for the same installation.*

**Energy Savings:** The amount of energy (kWh) saved from the application of more efficient equipment. Energy savings are determined, and incentive payments made, only for savings directly related to the measure being evaluated. Interactive effects are not included.

**Incentives:** Funds that are provided by RCEA to help offset the cost of implementing energy efficiency measures.

**Installer:** An individual or business who possesses the appropriate certificates to perform installation services, including removal of inefficient equipment and/or installation of specified energy efficiency measures.

**Invoice Payment:** The sum of total incentives approved by the program through the Work Order Agreement and any program approved Change Orders.

**Ratepayer:** A residential or non-residential Community Choice Energy (CCE) and PG&E customer, located in the County of Humboldt.

**Ratepayer Site:** Any contiguous or adjacent property owned or occupied by the CCE or PG&E Company customer of record who is listed as the participating ratepayer on the Work Order.

**Project.** The installation of energy efficient measures at a participating ratepayer site.

**Project Completion:** *The Project Manager's certification that the project complete as required, all deliverables have been received, and the project is ready for invoicing.*

**PunchList:** The delivery of a "to-do" list to the Installer from the program that itemizes un-completed contract items that will need to be addressed to prior to payment.

**ATTACHMENT 1: INSTALLERCERTIFICATION**

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**2018 REDWOOD COAST ENERGY WATCH  
INSTALLERCERTIFICATE:**

\_\_\_\_\_ (Installer) doing business at \_\_\_\_\_  
(Installer's Address) on \_\_\_\_\_ (Date) certifies to having reviewed the Redwood Coast Energy  
Authority, Redwood Coast Energy Watch Direct Install Program Manual and agrees to comply  
with **THE PROCESSES, STANDARDS, POLICIES and CONDITIONS** contained therein at all times.

**INSTALLER**

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

Authorized Representative

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

Title: \_\_\_\_\_

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

Tax Identification No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_

Incorporated: Yes / No (Circle One)

REDWOOD COAST ENERGY AUTHORITY certifies that Installer is eligible to participate the  
Redwood Coast Energy Authority, Redwood Coast Energy Watch Direct Install Program as of  
\_\_\_\_\_ (Date).

**REDWOOD COAST ENERGY AUTHORITY**

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

Lou Jacobson, Director of Demand Side Management





**STAFF REPORT**  
**Agenda Item # 9.2**

AGENDA DATE:	October 16, 2017
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	Executive Director Updates

**SUMMARY**

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At the meeting the Executive Director will provide a brief oral report covering the following topics:

1. California Community Choice Association (CalCCA) Annual Meeting
2. Staff training update
3. Community events and outreach
  - a. Nov 9<sup>th</sup> HSU Speaker Series
  - b. Oct 24<sup>th</sup> Commercial Exterior Lighting Event
  - c. Sustainable Living Expo
  - d. Pastels on the Plaza



**STAFF RECOMMENDATION**

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N/A – Information only.