



# 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

**Redwood Coast Energy Resource Center**  
**633 3<sup>rd</sup> Street, Eureka, CA 95501**

**October 17, 2016**  
**Monday, 3:15 p.m.**

Redwood Coast Energy Authority 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.

### I. ROLL CALL

### II. REPORTS FROM MEMBER ENTITIES

### III. 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.

### IV. 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.

- A. Approve Minutes of September 19, 2016 Board Meeting.
- B. Approve attached Warrants.
- C. Accept attached Financial Reports.
- D. Approve contract with the Local Government Commission for \$25,000 for RCEA to serve as the CivicSpark Regional Coordinator for 2016-2017.
- E. Approve 2016-2017 CivicSpark Program support contracts:
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support for the Energy Watch Program.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on CA Energy Commission Grants ARV-14-046 and ARV-14-055.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on Community Choice Energy program.

### V. REMOVED FROM CONSENT CALENDAR ITEMS

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

## VI. NEW BUSINESS

### A. Community Choice Energy (CCE)- Operational Services Contracts

Approve a contract with Noble Americas Energy Solutions LLC, including all exhibits, for Community Choice Energy Program development and launch services, and authorize the Executive Director to act as Contract Administrator with responsibility and authorization to administer the agreement including authority to transmit instructions, receive information, and implement the agreement on behalf of RCEA.

### B. CCE – Implementation Plan

Adopt Resolution 2016-2 approving the Redwood Coast Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent.

### C. CCE - Local Biomass Request for Offers

Approve, contingent on final review and approval by RCEA Legal Counsel, Request for Offers for Local Biomass Power and authorize Executive Director to release to interested parties.

### D. CCE – Line of Credit Application

Authorize Executive Director to apply for a \$700,000 line of credit from the Headwaters Fund, administered by the Redwood Region Economic Development Commission.

### E. CCE – Communications Plan

Approve moving forward with the proposed communications plan for CCE.

### F. RCEA Staff Planning and Reorganization Update

Appoint Board sub-committee to assist staff with finalizing the staffing plan and compensation review and update.

Staff Report - Update on Accounting Transition process.

## VII. ADJOURNMENT

***The next RCEA Board of Directors meeting is scheduled for  
Monday, November 21, 2016 at 3:15pm***

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## MEETING MINUTES

Redwood Coast Energy Resource Center  
633 3<sup>rd</sup> Street, Eureka, CA 95501

September 19, 2016  
Monday, 3:15 p.m.

### I. ROLL CALL

Board Chair Atkins called the meeting to order at 3:17 pm.

Present: Linda Atkins, Sheri Woo, Jean Lynch, Michael Sweeney, Dwight Miller, Ryan Sundberg, Susan Ornelas

Absent: Tiara Brown, Tim Marks

### II. REPORTS FROM MEMBER ENTITIES

- Director Sweeney reported that the City of Ferndale Board is not considering the adoption of a CCA ordinance at this time.
- Board Chair Atkins suggested a policy to specify the future items that will be subject to the CCA voting structure outlined in the Joint Powers Agreement.

### III. ORAL COMMUNICATIONS

Community member Walt Paniak made comments and shared document with to the Board regarding health hazards of biomass plant emissions. **These communications expressed an opposing view of the benefits of biomass energy from a climate crisis and economic perspective.** He requested that emissions data from local biomass plants be available to the public in a transparent manner.

### IV. CONSENT CALENDAR

- A. Approve Minutes of August 15, 2016 Board Meeting.
- B. Approve attached Warrants.

**M/S/C: Sundburg, Miller: Approve consent calendar items A and B.**

### V. REMOVED FROM CONSENT CALENDAR ITEMS

- C. Accept attached Financial Reports.

Director Ornelas removed consent calendar item C to ask whether the PG&E contract was included in the line item titled "revenue – nongovernment agencies;"

Executive Director Marshall affirmed that it was.

**M/S/C: Ornelas/ Sweeney: Approve consent calendar item C.**

### X. NEW BUSINESS

- A. Community Choice Energy (CCE)- Operational Services Contracts

Legal Counsel Diamond provided an update that the current draft of the Noble contract still required resolution of one remaining item, thus is not ready for Board approval.

The item was deferred to the October meeting.

**B. CCE - Technical Study**

Executive Director Marshall gave a brief overview of the final draft of the Technical Study.

The Board discussed the price assumptions of the different energy resources listed in the document.

The Board discussed the air quality testing and standards under which local biomass plants operate, as well as local and federal regulatory oversight.

**Public Comment**

Community member Ellen Golla stated that the mandatory testing and air quality regulations do not account for PM2.5, which is linked to most health issues.

Public Comment Closed

**M/S/C Woo, Miller: Accept Final Humboldt County Community Choice Energy Technical Study.**

**C. CCE - September 12 Community Workshop Report**

Public Engagement Consultant Heather Equinoss reported the key messages and feedback from the September 12<sup>th</sup> Public Meeting. She also thanked the Board for supporting two-way communication with the public.

Citizens Advisory Committee member Kit Mann added that he was glad to see that the public event presentations addressed previous comments and input from the public.

Director Ornelas stated that more CCA program outreach is needed.

Executive Director Marshall reported that RCEA will provide the Board with a Communications Plan at the next meeting.

Director Miller suggested a more interactive format for the Frequently Asked Questions information.

The Board discussed various methods to increase outreach.

**D. CCE - Implementation Plan and Proposed Power Portfolio Strategy**

Executive Director Marshall presented to the Board regarding the details concerning the Implementation Plan as well as the proposed portfolio strategy and targets.

The Board took a break from 5:00 pm- 5:06 pm.

**M/S Miller, Ornelas: Motion to move agenda item F. CCE - Local Biomass Request for Offers to the following meeting.**

**Ayes: Atkins, Sweeney, Woo**

**Noes: Sundberg, Ornelas, Miller, Lynch**

The Board discussed simplifying the Guidelines document by removing the quantitative details.

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Director Miller suggested adding in a guideline concerning the consideration of public health in regards to emissions from energy generation facilities.

#### Public Comment

General Manager of DG Fairhaven Plant Bob Marino explained which regulatory agencies his plant reports to, what the testing entails, and reported that his plant has recently been testing at half of the allowable compliance level.

UC Cooperative Extension employee Yana Valachovic suggested that the Board request a presentation from the Air Quality Management District on this topic. She also stated that PM2.5 also comes from residential wood stoves and forest fires, while biomass plants can help with forest restoration efforts.

Community member Ellen Golla stated that PM2.5 is a carcinogen and that the economic benefit from the increase in biomass operations will push costs onto the public in the form of health costs.

#### Public Comment Closed

The Board continued discussion of the guidelines and agreed to several revisions.

**M/S/C Sundberg, Sweeney: Approve Guidelines for Community Energy Program Launch-period Power Portfolio Strategy and Targets as amended.**

#### E. CCE - Local Utility-scale Solar Site Request for Information

Executive Director gave a brief overview of Request for Information, which would be a first, information-gather step to pursue potential local solar energy projects.

**M/S/C Ornelas, Sundberg: Approve Issuing a Request for Information Regarding Possible Sites for Local Utility-scale Solar Energy Projects.**

#### F. CCE - Local Biomass Request for Offers

Executive Director gave a brief overview of the suggested guidelines, and the Board discussed the guidelines.

**M/S/C Ornelas, Miller: Approve Process Guidelines for Development of a Request for Offers for Local Biomass Power.**

#### G. RCEA Staff Planning and Reorganization Update

Executive Director Marshall reported that the staffing and reorganization plan is in progress, with efforts underway to gather input from a human resources consultant Don Turko of Renne Sloan Holtzman Sakai, and CCE consultants TEA, LEAN, and Don Dame.

## **XI. ADJOURNMENT**

Board Chair Atkins adjourned the meeting at 6:54 pm.

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**Redwood Coast Energy Authority**  
**Warrants Report**  
As of October 11, 2016

Type	Date	Num	Name	Memo	Amount
<b>Sep 10 - 30, 16</b>					
Bill Pmt -Check	09/13/2016	EFT	Staples Credit Plan	August Statement.	-82.59
Check	09/22/2016	EFT	Deluxe Check Printing	RCEA check stock	-477.23
Bill Pmt -Check	09/23/2016	Debit	City of Eureka-Water	Water service, 7/25/16 - 8/25/16	-243.27
Liability Check	09/23/2016	E-pay	EDD	Q3 2016 SDI/PIT September QB Tracking # 293202	-1,672.64
Liability Check	09/23/2016	E-pay	EDD	Q3 2016 ETT/UI September QB Tracking # 293202	-265.02
Liability Check	09/23/2016	E-pay	Internal Revenue Service	Q3 2016 September QB Tracking # 293203112	-10,750.52
Liability Check	09/23/2016	E-pay	Internal Revenue Service	Q3 2016 Jul-Aug-Sep QB Tracking # 293203792	-203.50
Bill Pmt -Check	09/23/2016	6865	ABC Office Equipment	September print charges/service contract.	-457.90
Bill Pmt -Check	09/23/2016	6866	Alstone, A.	September mileage reimbursement.	-93.42
Bill Pmt -Check	09/23/2016	6867	AM Conservation	LD & CFL Stock.	-4,903.98
Bill Pmt -Check	09/23/2016	6868	APP Imprints, LLC	Outreach materials.	-1,390.28
Bill Pmt -Check	09/23/2016	6869	Bailey Electric	City of Arcata Food Works Rebate / Audit 4201	-770.00
Bill Pmt -Check	09/23/2016	6870	Bishop, M.	August mileage.	-47.41
Bill Pmt -Check	09/23/2016	6871	Boudreau, D.	D. Boudreau travel - CA Adaptation Forum 9/6-9/8/1	-349.88
Bill Pmt -Check	09/23/2016	6872	Brightwave Energy	School auditing projects.	-6,580.00
Bill Pmt -Check	09/23/2016	6873	Buschkamp, A.	September reimbursement - batteries.	-32.60
Bill Pmt -Check	09/23/2016	6874	Central Office	Homeowner postcards & CCA posters.	-56.02
Bill Pmt -Check	09/23/2016	6875	David L. Moonie & Co., LLP	Annual accounting records close, auditing.	-13,000.00
Bill Pmt -Check	09/23/2016	6876	Diamond, Nancy	August Legal Services.	-8,198.25
Bill Pmt -Check	09/23/2016	6877	Engel, R.	Mileage reimbursements.	-86.94
Bill Pmt -Check	09/23/2016	6878	Goddard, G.	Mileage and travel reimbursements.	-134.16
Bill Pmt -Check	09/23/2016	6879	HCOE	Business Card Printing.	-178.00
Bill Pmt -Check	09/23/2016	6880	HSU Fdn Alt Fuel ARV-13-012	SP29674 & SP29781/00163	-7,562.50
Bill Pmt -Check	09/23/2016	6881	Local Government Commission	CivicSpark services.	-19,453.74
Bill Pmt -Check	09/23/2016	6882	Mr. Rooter	Facility repairs.	-1,554.61
Bill Pmt -Check	09/23/2016	6883	North Coast Cleaning	August Cleaning Service	-402.00
Bill Pmt -Check	09/23/2016	6884	Owen, P.	September travel reimbursement.	-278.07
Bill Pmt -Check	09/23/2016	6885	PG&E EV Account	Fortuna/Ferndale/Rio Dell August	-90.22
Bill Pmt -Check	09/23/2016	6886	Pierson's	Facility repairs.	-44.01
Bill Pmt -Check	09/23/2016	6887	Ramone's	Food Service - CCA Workshop 09/12/16.	-452.67
Bill Pmt -Check	09/23/2016	6888	Scrapper's Edge	Office Supplies.	-32.61
Bill Pmt -Check	09/23/2016	6889	SDRMA WC	Final Audited WC Premium FY 2015-16.	-2,369.76
Bill Pmt -Check	09/23/2016	6890	Sipes, K.	September mileage.	-35.64
Bill Pmt -Check	09/23/2016	6891	Trinidad Eatery	Trinidad Bay Eatery self-install rebate/Audit 4279.	-28.77
Bill Pmt -Check	09/23/2016	6892	Winzler, John	Office Lease - October	-4,100.00

**Redwood Coast Energy Authority**  
**Warrants Report**  
**As of October 11, 2016**

Bill Pmt -Check	09/23/2016	6893	Arcata Technology Center	Site Host Reimbursement 1/1-6/30/16	-44.79
Bill Pmt -Check	09/23/2016	6894	Daynard Electric	Calico's Cafe Self-install Rebate / Audit 4211	-8,074.18
Liability Check	09/23/2016	6895	Calvert	September IRA Deposit	-5,472.66
Liability Check	09/23/2016	6896	Umpqua Bank	September HSA Deposit	-558.36
Paycheck	09/23/2016		Payroll	September Net Payroll	-30,253.07
Check	09/29/2016	6897	Redwood Coast Energy Authority	Chase Direct Deposit Payroll Advance - October	-57,000.00
Check	09/29/2016	6897	Redwood Coast Energy Authority	Chase Direct Deposit Payroll Advance - October	57,000.00
Bill Pmt -Check	09/29/2016	6898	Humboldt Bay Aquatic Center - Unive	Venue rental - Adaptation meeting 10/25/16	-290.00
Bill Pmt -Check	09/29/2016	6899	NCIDC	Booth fee: Inter-Tribal gathering 11/12/16	-110.00
Bill Pmt -Check	09/29/2016	6900	Petrella, A.	September mileage.	-30.02
Bill Pmt -Check	09/29/2016	6901	PG&E Utility Account	August utilities/lighting upgrade financing	-637.82
					<hr/>
					-131,849.11

**Oct 1 - 11, 16**

Check	10/01/2016	EFT	CoPower	October Premium	-196.90
Liability Check	10/06/2016	E-pay	EDD	Q4 2016 SDI/PIT October QB Tracking # 29807351	-1,567.81
Liability Check	10/06/2016	E-pay	EDD	Q4 2016 ETT/UI QB Tracking # 298073722	-110.19
Liability Check	10/06/2016	E-pay	Internal Revenue Service	Q4 2016 October QB Tracking # 298074432	-10,202.54
Paycheck	10/10/2016		Payroll	October Net Payroll	-28,674.48
Bill Pmt -Check	10/10/2016	6903	AM Conservation	LED Stock	-2,431.49
Bill Pmt -Check	10/10/2016	6904	AT&T	September Telephone Service	-352.12
Bill Pmt -Check	10/10/2016	6905	Best Cleaners	Coverall laundering.	-26.25
Bill Pmt -Check	10/10/2016	6906	Bishop, M.	September mileage	-139.21
Bill Pmt -Check	10/10/2016	6907	Boudreau, D.	September mileage	-45.41
Bill Pmt -Check	10/10/2016	6908	Burks, K.	September mileage	-28.46
Bill Pmt -Check	10/10/2016	6909	Campbell, A.	September mileage	-70.20
Bill Pmt -Check	10/10/2016	6910	Fischer, A.	September reimbursements.	-360.20
Bill Pmt -Check	10/10/2016	6911	Jackson & Eklund	Accounting services - September 2016.	-2,950.00
Bill Pmt -Check	10/10/2016	6912	Jacoby Creek School	Jacoby Creek School self-install rebate/Audit 3568.	-4,622.66
Bill Pmt -Check	10/10/2016	6913	LatinoNet	2 tables - Fesejando Nuestra Salud Health Fair	-40.00
Bill Pmt -Check	10/10/2016	6914	Martin, Des.	September mileage	-196.13
Bill Pmt -Check	10/10/2016	6915	Means, M.	September mileage	-52.60
Bill Pmt -Check	10/10/2016	6916	Mission Uniform & Linen	Janitorial/mat services.	-22.98
Bill Pmt -Check	10/10/2016	6917	North Coast Journal	CCA advertisements.	-2,368.00
Bill Pmt -Check	10/10/2016	6918	Platt/Rexel	A19 Lightbulbs	-485.34
Bill Pmt -Check	10/10/2016	6919	SDRMA Dental	October Premium	-895.65
Bill Pmt -Check	10/10/2016	6920	Tina's Photography	Tina's Photography self-install rebate/Audit 4045.	-481.82

**Redwood Coast Energy Authority**  
**Warrants Report**  
**As of October 11, 2016**

Bill Pmt -Check	10/10/2016	6921	Verizon Wireless	August tablet/cell service for field staff/mobile broad	-115.09
Check	10/10/2016	6922	EUC Assessment:Hawkins, Christi	EUC Project Completion Refund	-500.00
Check	10/10/2016	6923	EUC Assessment:Santino, Peter	EUC Project Completion Refund	-500.00
Check	10/10/2016	6924	EUC Assessment:Christensen, Robert	EUC Project Completion Refund	-500.00
Bill Pmt -Check	10/10/2016	6926	AMEX	September Statement 9/25/16	-764.96
Oct 1 - 11, 16					<u>-58,700.49</u>
<b>TOTAL</b>					<b><u><u>-190,549.60</u></u></b>



# Redwood Coast Energy Authority

## Visa

As of September 19, 2016

Type	Date	Num	Name	Memo	Amount	Balance
<b>2006 · VISA-3751</b>						<b>344.36</b>
Credit Card Charge	08/24/2016	0631573	Pitney Bowes	Postage refill.	500.00	844.36
Credit Card Charge	08/25/2016	August	Uberconference	Conference call subscription	11.06	855.42
Credit Card Charge	08/25/2016	September	Uberconference	Conference call subscription	11.06	866.48
Credit Card Charge	08/26/2016	5263	SnuggPro	Modeling reports - 2 jobs.	50.00	916.48
Credit Card Charge	08/29/2016	August	U-Verse	August DSL service	92.89	1,009.37
Credit Card Charge	09/01/2016		Square	Card Reader Fee	20.00	1,029.37
Credit Card Charge	09/08/2016	32GB665X	Renaissance Long Beach Hotel	D. Boudreau: Adaptation Meeting 9/6-9/8 Long Beach	367.66	1,397.03
Bill	09/08/2016	August	VISA	August Statement 7/21/16 - 8/19/16.	-690.28	706.75
Credit Card Charge	09/16/2016	5405	SnuggPro	Modeling report - job #67437.	25.00	731.75
Total 2006 · VISA-3751					<u>387.39</u>	<u>731.75</u>
<b>TOTAL</b>					<b><u>387.39</u></b>	<b><u>731.75</u></b>

# Redwood Coast Energy Authority

## AmEx

As of September 25, 2016

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>Beginning Balance</b>							<b>0.00</b>
Cleared Balance							0.00
<b>Uncleared Transactions</b>							
<b>Payments and Credits - 1 item</b>							
	Bill	09/25/2016	September	AMEX		764.96	764.96
Total Uncleared Transactions						<u>764.96</u>	<u>764.96</u>
Register Balance as of 08/25/16						<u>-764.96</u>	<u>-764.96</u>
<b>Ending Balance</b>						<b><u>-764.96</u></b>	<b><u>-764.96</u></b>

**Redwood Coast Energy Authority**  
**Profit Loss Budget vs. Actual**  
August 2016

	<b>Jul - Aug 16</b>	<b>Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>5 REVENUE EARNED</b>			
Total 5000 · Revenue - government agencies	21,275.24	357,364.00	6.0%
Total 5100 · Revenue - program related sales	3,202.18	17,500.00	18.3%
5300 · Revenue - investments	0.00	200.00	0.0%
Total 5400 · Revenue-nongovernment agencies	239,937.88	1,553,570.00	15.4%
<b>Total 5 REVENUE EARNED</b>	<b>264,415.30</b>	<b>1,928,634.00</b>	<b>13.7%</b>
<b>Total Income</b>	<b>264,415.30</b>	<b>1,928,634.00</b>	<b>13.7%</b>
<b>Gross Profit</b>	<b>264,415.30</b>	<b>1,928,634.00</b>	<b>13.7%</b>
<b>Expense</b>			
<b>7 EXPENSES - PERSONNEL</b>			
7101 · Screening/Testing Services	171.12	600.00	28.5%
7102 · Safety	27.50	1,000.00	2.8%
7103 · Staff Training and Development	229.00	15,000.00	1.5%
<b>7200 · Salaries, Wages &amp; Benefits</b>			
7210 · Salaries - staff	116,014.80	905,020.00	12.8%
7220 · Wages - interns	12,276.21	71,061.00	17.3%
7230 · Pension Plan Contributions	3,386.94	29,086.00	11.6%
7240 · Employee Benefits-Insurance	34,579.10	277,943.00	12.4%
7250 · Payroll Taxes Etc.	12,579.56	94,326.00	13.3%
7255 · Worker's Comp Insurance	1,409.19	7,400.00	19.0%
Total 7260 · Paid Time Off	21,785.19	142,331.00	15.3%
7265 · Jury Duty	0.00	500.00	0.0%
<b>Total 7200 · Salaries, Wages &amp; Benefits</b>	<b>202,030.99</b>	<b>1,527,667.00</b>	<b>13.2%</b>
<b>Total 7 EXPENSES - PERSONNEL</b>	<b>202,458.61</b>	<b>1,544,267.00</b>	<b>13.1%</b>
<b>8 NON-PERSONNEL RELATED EXP</b>			
<b>8100 · Non-Personnel Expenses</b>			
8110 · Office Supplies	1,429.44	6,000.00	23.8%
8111 · Furniture & Equipment	1,650.67	2,800.00	59.0%
Total 8120 · Information Technology	565.46	55,000.00	1.0%
Total 8130 · Telephone & Telecommunications	1,153.92	6,500.00	17.8%
8140 · Postage & delivery	521.74	1,800.00	29.0%
Total 8170 · Printing & copying	893.95	7,500.00	11.9%
Total 8180 · Books, subscriptions, edu matls	553.10	1,000.00	55.3%
8190 · Exhibits & displays	0.00	1,800.00	0.0%
8195 · Tool bank	97.58	4,000.00	2.4%
<b>Total 8100 · Non-Personnel Expenses</b>	<b>6,865.86</b>	<b>86,400.00</b>	<b>7.9%</b>
<b>8200 · Facility Expenses</b>			
8210 · Office Lease	8,200.00	49,200.00	16.7%
Total 8220 · Utilities	1,830.17	11,500.00	15.9%
8230 · Janitorial	1,001.84	6,500.00	15.4%
8240 · Facility repairs & maintenance	1,679.10	3,500.00	48.0%
8250 · EV Station Repairs & Maintenan	0.00	5,000.00	0.0%
<b>Total 8200 · Facility Expenses</b>	<b>12,711.11</b>	<b>75,700.00</b>	<b>16.8%</b>

**Redwood Coast Energy Authority**  
**Profit Loss Budget vs. Actual**  
August 2016

Total 8300 · Travel & Meeting Expense	768.98	17,000.00	4.5%
Total 8320 · Meetings, workshops & events	2,384.74	12,000.00	19.9%
<b>8500 · Other Expenses</b>			
8513 · Organizational Development	0.00	500.00	0.0%
8520 · Insurance P&L	10,089.58	9,500.00	106.2%
8530 · Dues & Memberships	105.00	3,500.00	3.0%
Total 8560 · Website Expenses	15.00	1,000.00	1.5%
Total 8570 · Advertising & Marketing Expense	3,176.27	22,000.00	14.4%
8591 · Use Tax	0.00	300.00	0.0%
8592 · Service Charge	0.00	200.00	0.0%
8593 · Bank Charges	0.00	200.00	0.0%
8595 · Credit Card Processing Fees	72.29	500.00	14.5%
8596 · Flex Billing Service Fee	19.62	300.00	6.5%
8597 · EV Site Host Pmts	0.00	5,000.00	0.0%
Total 8500 · Other Expenses	13,477.76	43,000.00	31.3%
<b>8600 · Capital Development - Facility</b>	0.00	1,000.00	0.0%
<b>8700 · Professional Services</b>			
8710 · Contracts - Program Related Ser	29,983.27	261,005.00	11.5%
8720 · Accounting	13,270.00	45,000.00	29.5%
8740 · Legal	22,039.85	48,000.00	45.9%
Total 8700 · Professional Services	65,293.12	354,005.00	18.4%
Total 8 NON-PERSONNEL RELATED EXP	101,501.57	589,105.00	17.2%
Total 9 INCENTIVES & REBATES	27,331.41	460,000.00	5.9%
Total Expense	331,291.59	2,593,372.00	12.8%
Net Ordinary Income	-66,876.29	-664,738.00	10.1%
<b>Other Income/Expense</b>			
Total Other Income	0.00	700,000.00	0.0%
Total Other Expense	318.08	19,008.00	1.7%
Net Other Income	-318.08	680,992.00	-0.0%
Net Income	<b>-67,194.37</b>	<b>16,254.00</b>	<b>-413.4%</b>

**Redwood Coast Energy Authority**  
**Balance Sheet**  
As of August 31, 2016

	<b>Aug 31, 16</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1062 · Chase DD Checking	58,916.31
1060 · Umpqua Checking-9271	30,401.94
1000 · COUNTY TREASURY 3839	103,911.55
1010 · Petty Cash	45.93
<b>Total 1050 · GRANTS &amp; DONATIONS 3840</b>	<b>15,037.26</b>
<b>Total Checking/Savings</b>	<b>208,312.99</b>
<b>Total Accounts Receivable</b>	<b>387,176.56</b>
<b>Other Current Assets</b>	
1102 · Paypal Account Balance	19.87
1120 · Inventory Asset	71,592.60
1202 · Prepaid Expenses	33,814.64
1205 · Prepaid Insurance	20,642.16
<b>Total 1210 · Retentions Receivable</b>	<b>74,747.06</b>
<b>Total Other Current Assets</b>	<b>200,816.33</b>
<b>Total Current Assets</b>	<b>796,305.88</b>
<b>Total Fixed Assets</b>	<b>67,099.39</b>
<b>Total Other Assets</b>	<b>4,100.00</b>
<b>TOTAL ASSETS</b>	<b>867,505.27</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Total Accounts Payable</b>	<b>50,921.45</b>
<b>Total Credit Cards</b>	<b>1,977.53</b>
<b>Other Current Liabilities</b>	
2001 · Accounts Payable-Other	39,342.60
<b>Total 2100 · Payroll Liabilities</b>	<b>57,097.15</b>
<b>Total 2210 · Retentions Payable</b>	<b>19,628.67</b>
<b>Total Other Current Liabilities</b>	<b>116,068.42</b>
<b>Total Current Liabilities</b>	<b>168,967.40</b>
<b>Total Long Term Liabilities</b>	<b>8,429.11</b>
<b>Total Liabilities</b>	<b>177,396.51</b>
<b>Equity</b>	
2320 · Investment in Capital Assets	51,609.12
3900 · Fund Balance	705,694.01
Net Income	-67,194.37
<b>Total Equity</b>	<b>690,108.76</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>867,505.27</b>

**Redwood Coast Energy Authority**  
**Profit and Loss**  
August 2016

	<b><u>TOTAL</u></b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>5 REVENUE EARNED</b>	
Total 5000 · Revenue - government agencies	9,330.89
Total 5100 · Revenue - program related sales	2,289.34
Total 5400 · Revenue-nongovernment agencies	141,029.15
<b>Total 5 REVENUE EARNED</b>	<b>152,649.38</b>
<b>Total Income</b>	<b>152,649.38</b>
<b>Gross Profit</b>	<b>152,649.38</b>
<b>Expense</b>	
<b>7 EXPENSES - PERSONNEL</b>	
<b>7200 · Salaries, Wages &amp; Benefits</b>	
7210 · Salaries - staff	64,774.03
7220 · Wages - interns	6,653.63
7230 · Pension Plan Contributions	1,703.16
7240 · Employee Benefits-Insurance	17,691.32
7250 · Payroll Taxes Etc.	6,586.08
7255 · Worker's Comp Insurance	742.83
Total 7260 · Paid Time Off	6,746.07
<b>Total 7200 · Salaries, Wages &amp; Benefits</b>	<b>104,897.12</b>
<b>Total 7 EXPENSES - PERSONNEL</b>	<b>104,897.12</b>
<b>8 NON-PERSONNEL RELATED EXP</b>	
<b>8100 · Non-Personnel Expenses</b>	
8110 · Office Supplies	65.83
Total 8120 · Information Technology	565.46
Total 8130 · Telephone & Telecommunications	582.22
8140 · Postage & delivery	500.00
Total 8170 · Printing & copying	643.88
Total 8180 · Books, subscriptions, edu matls	553.10
<b>Total 8100 · Non-Personnel Expenses</b>	<b>2,910.49</b>
<b>8200 · Facility Expenses</b>	
8210 · Office Lease	4,100.00
Total 8220 · Utilities	900.63
8230 · Janitorial	491.41
8240 · Facility repairs & maintenance	65.74
8200 · Facility Expenses - Other	1,554.61
<b>Total 8200 · Facility Expenses</b>	<b>7,112.39</b>
<b>Total 8300 · Travel &amp; Meeting Expense</b>	<b>93.29</b>
<b>Total 8320 · Meetings, workshops &amp; events</b>	<b>1,028.69</b>

**Redwood Coast Energy Authority**  
**Profit and Loss**  
August 2016

<b>8500 · Other Expenses</b>	
8530 · Dues & Memberships	105.00
<b>Total 8570 · Advertising &amp; Marketing Expense</b>	<b>1,390.28</b>
8595 · Credit Card Processing Fees	52.77
<b>Total 8500 · Other Expenses</b>	<b>1,548.05</b>
<b>8700 · Professional Services</b>	
8710 · Contracts - Program Related Ser	5,170.00
8720 · Accounting	13,000.00
8740 · Legal	8,198.25
<b>Total 8700 · Professional Services</b>	<b>26,368.25</b>
<b>Total 8 NON-PERSONNEL RELATED EXP</b>	<b>39,061.16</b>
<b>Total 9 INCENTIVES &amp; REBATES</b>	<b>4,568.76</b>
<b>Total Expense</b>	<b>148,527.04</b>
<b>Net Ordinary Income</b>	<b>4,122.34</b>
<b>Other Income/Expense</b>	
<b>Total Other Expense</b>	<b>159.04</b>
<b>Net Other Income</b>	<b>-159.04</b>
<b>Net Income</b>	<b>3,963.30</b>



# REDWOOD COAST Energy Authority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Executive Director
SUBJECT:	CivicSpark 2016-17 Contracts

### RECOMMENDED ACTION

1. Approve contract with the Local Government Commission for \$25,000 for RCEA to serve as the CivicSpark Regional Coordinator for 2016-2017.
2. Approve 2016-2017 CivicSpark Program support contracts:
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support for the Energy Watch Program.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on CA Energy Commission Grants ARV-14-046 and ARV-14-055.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on Community Choice Energy program.

### SUMMARY

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.

For the past two years RCEA has served as the North Coast Regional Coordinator for the CivicSpark program, hosting the regional CivicSpark AmeriCorps team and securing funding to cover the cost of those AmeriCorps Member placements.

Attached are three contracts with LGC for the 2016-17 CivicSpark program year: one contract to fund RCEA's costs associated with serving as the Regional Coordinator, and three contracts for RCEA to fund three local AmeriCorps Members to support work on the Energy Watch Program, alternative fuels programs funded by the CA Energy Commission, and the RCEA Community Choice Energy Program.

### FINANCIAL IMPACTS

RCEA's costs for serving as the regional coordinator and CivicSpark Team host site will be covered through the Regional Coordinator contract. The cost associated with the three AmeriCorps Member placements have been designed into the respective program budgets. Each contract will fund one full-time AmeriCorps member placement at RCEA for a year, which



reflects a significant value to RCEA for the cost associated with these contracts, based on past experience (dating back many years) with the commitment and quality of work provided by past AmeriCorps members placed at RCEA.

### **RECOMMENDED ACTIONS**

3. Approve contract with the Local Government Commission for \$25,000 for RCEA to serve as the CivicSpark Regional Coordinator for 2016-2017.
4. Approve 2016-2017 CivicSpark Program support contracts:
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support for the Energy Watch Program.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on CA Energy Commission Grants ARV-14-046 and ARV-14-055.
  - \$23,400 contract with the Local Government Commission for CivicSpark Program support on Community Choice Energy program.

### **ATTACHMENTS**

1. Contract with the Local Government Commission for RCEA to serve as the CivicSpark Regional Coordinator for 2016-2017.
2. Contract with the Local Government Commission for CivicSpark Program support for the Energy Watch Program.
3. Contract with the Local Government Commission for CivicSpark Program support on CA Energy Commission Grants ARV-14-046 and ARV-14-055.
4. Contract 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 \_\_\_\_\_ 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 good 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

---

Matthew Marshal, Executive Director  
REDWOOD COAST ENERGY AUTHORITY

DATED: \_\_\_\_\_

---

Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

DATED: \_\_\_\_\_

## **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 2-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" LGC Responsibilities**

### 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 a Regional Coordinator (1000 hours over 13 months) to work with Fellows and Participating local governments
  - c) Recruit and train Fellows to provide capacity building services for the region
  - d) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows
  - e) Manage local government service contracts
  - f) 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 250 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.
  - 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 a Fellow 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) Please refer to Exhibit "B" of the following agreements for Fellow projects scopes of work:
    - i) LGC\_RCEA\_transportation\_agreement\_2016-2017
    - ii) LGC\_RCEA\_EW-SER\_agreement\_2016-2017
    - iii) LGC\_RCEA\_CCA\_agreement\_2016-2017



## Exhibit "C" Partner Scope of Services

### Partner will perform the following services:

- 1) Fellow Related Support & Reporting Responsibilities
  - a) Please refer to Exhibit "C" of the following agreements for Fellow Related Support & Reporting Responsibilities:
    - i) LGC\_RCEA\_transportation\_agreement\_2016-2017
    - ii) LGC\_RCEA\_EW-SER\_agreement\_2016-2017
    - iii) LGC\_RCEA\_CCA\_agreement\_2016-2017
- 2) Regional Coordinator Responsibilities
  - a) Partner will act as the "Regional Coordinator" for the Redwood Coast region CivicSpark team. In their role as Regional Coordinator Partner will act as an integral part of the CivicSpark team, supporting the AmeriCorps fellows and coordinating closely with LGC staff in Sacramento to ensure the program is implemented successfully in the region. A Regional Coordinator has three overarching roles:
    - i) Act as Team Coordinator and mentor to the fellows throughout the service year. The Regional Coordinator will provide overarching support to fellows on implementation, volunteer engagement, and transition of knowledge with local governments. The Regional Coordinator also coordinates professional development and service activities for the fellows to help them grow and build networks during the service year.
    - ii) Regional Coordinators are regional liaisons and representatives for CivicSpark and the Local Government Commission (the LGC) who manages the program. During program startup, they will work closely with both local governments and Regional Partners to see projects startup effectively and to ensure that program pre-service assessments are completed. They will continue to work with project partners through project implementation, and support ongoing local government recruitment for future project work by responding to inquiries and sharing leads with LGC staff in Sacramento.
    - iii) The Regional Coordinator is responsible for fellow level reporting and program compliance in the region. This includes program level performance tracking (time tracking, performance evaluations), broader AmeriCorps compliance, and staffing issue resolution.
  - b) To complete responsibilities, Partner agrees that staff working as Regional Coordinators shall support completion of the schedule of activities in the table below.

Work Item	Activities	Due Date
Pre-Service Year		
3.b.i	Participate in Regional Coordinator Orientation	9/28/16 – 9/29/16
	Participate in Fellow Orientation	10/9/16 – 10/14/16
	Get Background Check done for RCEA Staff	10/14/2016
	Complete team hires (including background checks completed)	10/17/2016
First Month		
3.b.ii	Review Gap assessments	11/31/2016
	Complete Performance Assessments	11/31/2016
	Work with LGC staff to ensure beneficiary data is complete	11/31/2016
Weekly		
3.b.iii	Review and approve timecards	Weekly
	Meet with Fellows to discuss progress	Weekly

Work Item	Activities	Due Date
Bi-Weekly		
3.b.iv	Meet with Fellows	Bi-Weekly
	Check-in with LGC Area lead	Bi-Weekly
Monthly		
3.b.v	Participate in Regional Coordinator calls with LGC Staff	Monthly
	Confirm volunteer data, great stories, and progress reports are submitted	Monthly
	Implement or support training activities (5hrs/month)	Monthly
	Review and approve expense reports and send to LGC Area lead	Monthly
	Submit Regional Coordinator Report	Monthly
Quarterly		
3.b.vi	Participate in Regional Coordinator Cohort calls	Quarterly
	Implement Service Days	Quarterly
Bi-Annually		
3.b.vii	Participate in mid-year gathering	Bi-Annually
	Conduct mid-year performance assessment check in	Bi-Annually
	Review gap assessments and work with Fellows to adjust if needed	Bi-Annually
	Mid Year program Survey	Bi-Annually
Last Month		
3.b.viii	Complete final performance assessment	9/30/2017
	Send out and track submission of post-service capacity assessments	9/1/2017
	Ensure relevant deliverables are collected and sent to LGC	9/30/17
	Collect any LGC equipment and send to LGC or store with Regional Partner	9/30/2017
	Complete end of year program survey	9/30/2017

## **Exhibit "D" Description of Compensation**

Please refer to Exhibit "D" of the following agreements for a description of compensation to LGC for Fellow support:

- a) LGC\_RCEA\_transportation\_agreement\_2016-2017
- b) LGC\_RCEA\_EW-SER\_agreement\_2016-2017
- c) LGC\_RCEA\_CCA\_agreement\_2016-2017

The Partner will receive no more than \$25,000 for performing the services of this contract.

RCEA staff will assume responsibility of all tasks related to the Regional Team Coordinator described in Exhibit "C". By the 15<sup>th</sup> of each month, RCEA will provide to LGC a Regional Coordinator time & expense summary and associated cost for the preceding month. The total cost for Regional Coordinator activity will not exceed \$25,000 over a 13-month period. Reimbursable expenses are not included in this total. The monthly cost will be divided by the period of the contract (13 months).

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

Regional Coordinator expenses shall be submitted to LGC in writing for approval prior to LGC being charged for reimbursement for an expense occurred during the completion of Regional Coordinator activities outlined in the Scope of Service as seen in Exhibit "C".

## **Exhibit "F" Timeline**

All tasks enumerated in Exhibit "C" are to start on September 1, 2016 and should be completed by September 30, 2017.

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

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ 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 good 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. Additional Terms and Conditions: LGC shall be bound by the terms and conditions in that certain agreements between Partner and CEC, Grant Award Numbers ARV-14-046 and ARV-14- 055. A copy of said contracts is attached hereto and incorporated herein as Exhibit "G."

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

\_\_\_\_\_  
Matthew Marshal, Executive Director  
REDWOOD COAST ENERGY AUTHORITY

DATED: \_\_\_\_\_

\_\_\_\_\_  
Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

DATED: \_\_\_\_\_

## **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 2-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 a Regional Coordinator (1000 hours over 13 months) to work with Fellows and Participating local governments
  - c) Recruit and train Fellows to provide capacity building services for the region
  - d) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows
  - e) Manage local government service contracts
  - f) 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 250 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.
  - 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 a Fellow 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) RCEA is a partner to Pacific Gas & Electric (PG&E) to support energy efficiency and strategic energy initiative implementation in Humboldt County. These initiatives include the following Energy Watch funded projects that will be supported by Fellows:
    - i) Resource Center and Proposition 39 efforts including
      - (1) support to project managers to plan, manage and implement funded energy projects
      - (2) collecting and analyzing utility data, the competitive bidding process, rebate/incentive disbursement support and reporting, and
      - (3) developing and implementing STEM/STEAM curriculum in the K-12 setting tied to common core.
    - ii) Energy benchmarking support for RCEA's Fellow local government agencies.
  - b) The project will include an initial Fellow conducted gap assessment, a volunteer engagement component and a transitional support activity.
  - c) 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) Fellow Related Support Responsibilities
  - a) Develop defined project scopes and identify goals to be completed in agreed timeframe
  - b) 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)
  - c) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the fellows 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.
  - d) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director
  - e) 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.
  - f) 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) Fellow Related Reporting Responsibilities
  - a) Complete applications for CivicSpark projects identifying:
    - i) Total hours desired for service work
    - ii) One or more local government beneficiaries for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff Fellows 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) Community-wide energy use higher than the previous recorded year.
      - (3) Local government employment lower than 2007 levels
      - (4) CalEnviroScreen rating in the top 1/3 (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 participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
  - d) Complete necessary project reporting defined including having local government staff that completed the pre-assessment complete a post-assessment survey at project completion.
  - e) Allow CivicSpark to share results for required grant reporting.
- 3) Regional Coordinator Responsibilities
  - a) Partner will act as the "Regional Coordinator" for the Redwood Coast region CivicSpark team. In their role as Regional Coordinator Partner will act as an integral part of the CivicSpark team, supporting the AmeriCorps fellows and coordinating closely with LGC staff in Sacramento to ensure the program is implemented successfully in the region. A Regional Coordinator has three overarching roles:

- i) Act as Team Coordinator and mentor to the fellows throughout the service year. The Regional Coordinator will provide overarching support to fellows on implementation, volunteer engagement, and transition of knowledge with local governments. The Regional Coordinator also coordinates professional development and service activities for the fellows to help them grow and build networks during the service year.
  - ii) Regional Coordinators are regional liaisons and representatives for CivicSpark and the Local Government Commission (the LGC) who manages the program. During program startup, they will work closely with both local governments and Regional Partners to see projects startup effectively and to ensure that program pre-service assessments are completed. They will continue to work with project partners through project implementation, and support ongoing local government recruitment for future project work by responding to inquiries and sharing leads with LGC staff in Sacramento.
  - iii) The Regional Coordinator is responsible for fellow level reporting and program compliance in the region. This includes program level performance tracking (time tracking, performance evaluations), broader AmeriCorps compliance, and staffing issue resolution.
- b) To complete responsibilities, Partner agrees that staff working as Regional Coordinators shall support completion of the schedule of activities outlined in Exhibit “C” of the *LGC\_RCEA\_RC\_agreement\_2016-2017*.

## Exhibit "D" Description of Compensation

Costs, total project hours<sup>1</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 the eleven month support option.

LGC will receive no more than \$23,400 for performing the services of this contract.

	Six months	Eleven months (embedded)
Cost	\$12,350	\$23,400
Project Hours	650	1,300+ <sup>2</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

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows with support from their Regional Coordinator, and invoices may reflect the contributions of both.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or \$2,340. The deposit will be credited against initial invoices each of which will be the total amount of the contract divided by the period of the contract (three, six or eleven months) and billed monthly or quarterly as needed.

LGC will track hours and invoice separately for work on the Energy Watch projects. Invoice totals will reflect a not-to-exceed hourly program rate of \$18 multiplied by the total number of fellow project hours completed in a given month.

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 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>1</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>2</sup> With eleven-month (embedded) 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 \$400 per Fellow for CivicSpark team transportation expenses related to the 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 "A".

**Exhibit "F" Timeline**

All tasks enumerated in Exhibit "A" are to start on October 17, 2016 and should be completed by September 22, 2017.

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

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ 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 good 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.

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To the Partner:

Matthew Marshall  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA, 95501  
707-269-1700  
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Linda Cloud  
Local Government Commission  
980 9th Street, Suite 1700  
Sacramento, CA 95814-2736  
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---

Matthew Marshal, Executive Director  
REDWOOD COAST ENERGY AUTHORITY

DATED: \_\_\_\_\_

---

Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

DATED: \_\_\_\_\_

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

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- 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 a Regional Coordinator (1000 hours over 13 months) to work with Fellows and Participating local governments
  - c) Recruit and train Fellows to provide capacity building services for the region
  - d) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows
  - e) Manage local government service contracts
  - f) 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 250 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.
  - 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 a Fellow 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) RCEA is the lead agency on a portfolio of initiatives to support the accelerated adoption of alternative vehicle fuels in the broader Northern California region. These initiatives include the following CEC grant-funded projects that will be supported by Fellows:
    - i) NORTH COAST AND UPRATE FUEL CELL VEHICLE READINESS PROJECT
    - ii) NORTH COAST PLUG-IN ELECTRIC VEHICLE READINESS PLAN IMPLEMENTATION PROJECT
  - b) Fellows will add capacity to local governments in the North Coast region over the course of these projects. Fellow activities will be focused on community outreach and education, stakeholder engagement, and technical research and analysis supporting aspects of project tasks as outlined in scopes of work for CEC grant agreements ARV-14-055 and ARV-14-046, which are attached as Exhibit "G".
  - c) The project will include an initial Fellow conducted gap assessment, a volunteer engagement component and a transitional support activity.
  - d) 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) Fellow Related Support Responsibilities
  - a) Develop defined project scopes and identify goals to be completed in agreed timeframe
  - b) 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)
  - c) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the fellows 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.
  - d) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director
  - e) 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.
  - f) 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) Fellow Related Reporting Responsibilities
  - a) Complete applications for CivicSpark projects identifying;
    - i) Total hours desired for service work
    - ii) One or more local government beneficiaries for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff Fellows 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) Community-wide energy use higher than the previous recorded year.
      - (3) Local government employment lower than 2007 levels
      - (4) CalEnviroScreen rating in the top 1/3 (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 participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
  - d) Complete necessary project reporting defined including having local government staff that completed the pre-assessment complete a post-assessment survey at project completion.
  - e) Allow CivicSpark to share results for required grant reporting.
- 3) Regional Coordinator Responsibilities
  - a) Partner will act as the "Regional Coordinator" for the Redwood Coast region CivicSpark team. In their role as Regional Coordinator Partner will act as an integral part of the CivicSpark team, supporting the AmeriCorps fellows and coordinating closely with LGC staff in Sacramento to ensure the program is implemented successfully in the region. A Regional Coordinator has three overarching roles:

- i) Act as Team Coordinator and mentor to the fellows throughout the service year. The Regional Coordinator will provide overarching support to fellows on implementation, volunteer engagement, and transition of knowledge with local governments. The Regional Coordinator also coordinates professional development and service activities for the fellows to help them grow and build networks during the service year.
  - ii) Regional Coordinators are regional liaisons and representatives for CivicSpark and the Local Government Commission (the LGC) who manages the program. During program startup, they will work closely with both local governments and Regional Partners to see projects startup effectively and to ensure that program pre-service assessments are completed. They will continue to work with project partners through project implementation, and support ongoing local government recruitment for future project work by responding to inquiries and sharing leads with LGC staff in Sacramento.
  - iii) The Regional Coordinator is responsible for fellow level reporting and program compliance in the region. This includes program level performance tracking (time tracking, performance evaluations), broader AmeriCorps compliance, and staffing issue resolution.
- b) To complete responsibilities, Partner agrees that staff working as Regional Coordinators shall support completion of the schedule of activities outlined in Exhibit “C” of the *LGC\_RCEA\_RC\_agreement\_2016-2017*.

## Exhibit "D" Description of Compensation

Costs, total project hours<sup>1</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 the eleven month support option.

LGC will receive no more than \$23,400 for performing the services of this contract.

	Six months	Eleven months (embedded)
Cost	\$12,350	\$23,400
Project Hours	650	1,300 <sup>2</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

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows with support from their Regional Coordinator, and invoices may reflect the contributions of both.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or \$2,340. The deposit will be credited against initial invoices each of which will be the total amount of the contract divided by the period of the contract (three, six or eleven months) and billed monthly or quarterly as needed.

LGC will track hours and invoice separately for work on CEC Grant Awards ARV-14-046 and ARV-14-055. Invoice totals will reflect a not-to-exceed hourly program rate of \$18 multiplied by the total number of fellow project hours completed in a given month. The total not-to-exceed values for each contract is \$61,250 and \$18,000 respectively; work during the 2016-17 service year combined with prior work on either project during the 2014-15 and 2015-16 service year cannot exceed these totals.

LGC will track in-kind contributions associated with work performed for CEC Grant Awards ARV-14-046 and ARV-14-055 and report these contributions on the respective invoices.

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.

Partner will be invoiced each month for the amount of hours worked in the respective month. If for some reason, LGC is not able to provide services for the full contract duration, Partner is only responsible for

<sup>1</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>2</sup> With eleven-month (embedded) 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).



the portion of the contract amount for the period of service actually provided.

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

LGC will cover up to \$400 per Fellow for CivicSpark team transportation expenses related to the 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 "A".

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

All tasks enumerated in Exhibit "A" are to start on October 17, 2016 and should be completed by September 22, 2017.

### **Exhibit "G" CEC Contracts**

California Energy Commission Grant Award Numbers ARV-14-046 and ARV-14-055 are attached, beginning on the following page and consisting of 61 pages and 54 pages respectively.

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

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ 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 good 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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Matthew Marshal, Executive Director  
REDWOOD COAST ENERGY AUTHORITY

DATED: \_\_\_\_\_

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Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

DATED: \_\_\_\_\_

## **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 2-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 a Regional Coordinator (1000 hours over 13 months) to work with Fellows and Participating local governments
  - c) Recruit and train Fellows to provide capacity building services for the region
  - d) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows
  - e) Manage local government service contracts
  - f) 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 250 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.
  - 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 a Fellow 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 the pre-launch, launch, and operational phases of the Community Choice Energy Program. 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 project tasks, including
      - (1) regulatory compliance and legislative analysis
      - (2) local renewable resource research
  - b) Fellows will add capacity to local governments in the North Coast region over the course of these projects.
  - c) The project will include an initial Fellow conducted gap assessment, a volunteer engagement component and a transitional support activity.
  - d) 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) Fellow Related Support Responsibilities
  - a) Develop defined project scopes and identify goals to be completed in agreed timeframe
  - b) 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)
  - c) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the fellows 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.
  - d) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director
  - e) 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.
  - f) 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) Fellow Related Reporting Responsibilities
  - a) Complete applications for CivicSpark projects identifying:
    - i) Total hours desired for service work
    - ii) One or more local government beneficiaries for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff Fellows 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) Community-wide energy use higher than the previous recorded year.
      - (3) Local government employment lower than 2007 levels
      - (4) CalEnviroScreen rating in the top 1/3 (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 participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
  - d) Complete necessary project reporting defined including having local government staff that completed the pre-assessment complete a post-assessment survey at project completion.
  - e) Allow CivicSpark to share results for required grant reporting.
- 3) Regional Coordinator Responsibilities
  - a) Partner will act as the "Regional Coordinator" for the Redwood Coast region CivicSpark team. In their role as Regional Coordinator Partner will act as an integral part of the CivicSpark team, supporting the AmeriCorps fellows and coordinating closely with LGC staff in Sacramento to ensure the program is implemented successfully in the region. A Regional Coordinator has three overarching roles:

- i) Act as Team Coordinator and mentor to the fellows throughout the service year. The Regional Coordinator will provide overarching support to fellows on implementation, volunteer engagement, and transition of knowledge with local governments. The Regional Coordinator also coordinates professional development and service activities for the fellows to help them grow and build networks during the service year.
  - ii) Regional Coordinators are regional liaisons and representatives for CivicSpark and the Local Government Commission (the LGC) who manages the program. During program startup, they will work closely with both local governments and Regional Partners to see projects startup effectively and to ensure that program pre-service assessments are completed. They will continue to work with project partners through project implementation, and support ongoing local government recruitment for future project work by responding to inquiries and sharing leads with LGC staff in Sacramento.
  - iii) The Regional Coordinator is responsible for fellow level reporting and program compliance in the region. This includes program level performance tracking (time tracking, performance evaluations), broader AmeriCorps compliance, and staffing issue resolution.
- b) To complete responsibilities, Partner agrees that staff working as Regional Coordinators shall support completion of the schedule of activities outlined in Exhibit “C” of the *LGC\_RCEA\_RC\_agreement\_2016-2017*.

## Exhibit "D" Description of Compensation

Costs, total project hours<sup>1</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 the eleven month support option.

LGC will receive no more than \$23,400 for performing the services of this contract.

	Six months	Eleven months (embedded)
Cost	\$12,350	\$23,400
Project Hours	650	1,300+ <sup>2</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

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows with support from their Regional Coordinator, and invoices may reflect the contributions of both.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or \$2,340. The deposit will be credited against initial invoices each of which will be the total amount of the contract divided by the period of the contract (three, six or eleven months) and billed monthly or quarterly as needed.

LGC will track hours and invoice separately for work on the Community Choice Aggregation (CCA) projects. Invoice totals will reflect a not-to-exceed hourly program rate of \$18 multiplied by the total number of fellow project hours completed in a given month.

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 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>1</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>2</sup> With eleven-month (embedded) option, any additional hours from Member's total service year commitment (1700) not allocated to project work (1300), project-prep (40-80) or member 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 \$400 per Fellow for CivicSpark team transportation expenses related to the 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 "A".

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

All tasks enumerated in Exhibit "A" are to start on October 17, 2016 and should be completed by September 22, 2017.



# REDWOOD COAST EnergyAuthority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Executive Director
SUBJECT:	CCE Operational Services Contracts

### RECOMMENDED ACTION

Approve a contract with Noble Americas Energy Solutions LLC, including all exhibits, for Community Choice Aggregation Program development and launch services and authorize the Executive Director to act as Contract Administrator with responsibility and authorization to administer the agreement including authority to transmit instructions, receive information, and implement the agreement on behalf of RCEA.

### SUMMARY

The proposed contract with Noble Americas Energy Solutions (Noble) engages them as the third provider of RCEA's operational services core team. Contracts for the other two team members, TEA and LEAN, were approved by the Board in August.

As presented at the August meeting, the contract scopes of work are structured in three phases, as defined in RCEA's original RFP (it should be noted that there is some overlap in the timelines of the three phases): Phase I, Program Development; Phase II, Program Launch; Phase III, Program Operation. Noble had basically no role in Phase I, so the contract scope of services is for Phases II and III.

As outlined in the TEA/LEAN/Noble proposal, Noble will provide services in the areas of: data management/back office services, call center, risk reporting and technical support. The scope of work for Noble's contract includes:

- Start-Up Support Services
- Electronic Data Exchange Services
- Customer Information System
- Customer Call Center Management & Staffing
- Billing Administration
- Settlement Quality Meter Data Services:
- Qualified Reporting Entity ("QRE") Services
- RCEA Program and financial Data Reporting

One item of note is that Noble Americas Energy Solutions LLC is in the process of being sold by its parent company, The Noble Group. The company announced on October 9<sup>th</sup> that Calpine Corporation has entered into an agreement to acquire Noble Americas Energy Solutions. Calpine is one of America's largest generators of electricity from natural gas and geothermal resources, and their geothermal power plants in Sonoma and Lake Counties generate close to one quarter of all renewable energy produced in California.

The sale process is currently ongoing and expected to be completed by the end of the year. The company has stated that "the only thing that will change under the new ownership is our name. The management team and employees will remain intact, our products and services will stay the same, and your existing transaction(s) will continue to perform as executed." They do not expect any change in their services to their CCA customers, which include all currently-operating CCAs in the California.

### **FINANCIAL IMPACTS**

The costs of services performed by Noble will be fully covered by retail power sales revenue. Payment for phase I and II costs are deferred until after the program is operational and will also be covered by revenue from power sales.

### **RECOMMENDED ACTIONS:**

Approve a contract with Noble Americas Energy Solutions LLC, including all exhibits, for Community Choice Aggregation Program development and launch services and authorize the Executive Director to act as Contract Administrator with responsibility and authorization to administer the agreement including authority to transmit instructions, receive information, and implement the agreement on behalf of RCEA.

### **ATTACHMENTS:**

1. Professional Services Agreement with Noble Americas Energy Solution
2. Addendum to Professional Services Agreement with Noble Americas Energy Solution—Scope of Services

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is entered into effective the First day of April, 2016 (the "Effective Date"), by and between Noble Americas Energy Solutions LLC ("DM Services Provider") and Redwood Coast Energy Authority ("RCEA"). Each party listed above may be referred to individually as a "Party," and collectively as the "Parties."

### **WITNESSETH**

WHEREAS, RCEA seeks to develop, finance, implement, and operate a Community Choice Aggregation ("CCA") program for its RCEA Members and their respective residents (the "Program");

WHEREAS RCEA has solicited proposals from qualified entities to provide services related to the Program;

WHEREAS, DM Services Provider in partnership with The Energy Authority ("TEA") and LEAN Energy US ("LEAN") (collectively, DM Services Provider, TEA and LEAN shall be referred to herein as the "Core Team") submitted a proposal responsive to RCEA's solicitation ("Proposal");

WHEREAS, DM Services Provider, TEA and LEAN are each separately qualified by virtue of experience, training, education and expertise to provide the services as specified in the Proposal;

WHEREAS, DM Services Provider, TEA, and LEAN have been selected by RCEA to provide specified services that are consistent with the Proposal, to be provided under individual contracts entered into concurrently herewith by RCEA directly between Noble Solutions, TEA, and LEAN, respectively;

WHEREAS, consistent with the Proposal, the Core Team has divided completion of the Program into three separate phases with designated services and time periods (each a "Phase");

WHEREAS, Phase I services (referred to as "Program Development") will be completed by TEA and LEAN; Phase II services (referred to as "Program Launch") and Phase III services (referred to as "Program Operations") will be completed through the collaboration of the Core Team as more specifically set forth in the respective agreements between each of the members of the Core Team;

WHEREAS, DM Services Provider is willing to perform the Data Manager Services described in the Addendum, attached hereto and incorporated herein by this reference (the "Addendum");



WHEREAS, consistent with the Proposal DM Services Provider is willing to compensate LEAN on RCEA's behalf for those Program services provided by LEAN up to the date of power delivery under the Program, subject to termination of the Agreement ("LEAN Services");

WHEREAS, RCEA will reimburse DM Services Provider with interest for such compensation to LEAN;

WHEREAS, as further consistent with the Proposal, DM Services Provider will satisfy certain state and utility distribution company ("UDC") bond requirements on RCEA's behalf until the Program is generating revenue to RCEA, and at such time will relieve DM Services Provider from such requirements; and

WHEREAS, RCEA will be purchasing electricity for the Program from one or more electric energy suppliers ("Supplier").

NOW, THEREFORE, for and in consideration of the mutual benefits, obligations, covenants, and consideration, the receipt and sufficiency of which are hereby acknowledged, DM Services Provider and RCEA hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement and during the term of this Agreement, DM Services Provider shall provide to RCEA the services described in the Addendum, including satisfying certain state and UDC bond requirements for CCA programs, and an additional service of compensating LEAN for Phase 1 LEAN Services (collectively, the "Services"). From time to time the parties may add new addenda, which upon execution by both parties, shall be subject to the terms and conditions of this Agreement.

2. **CONDITIONS TO DM SERVICES PROVIDER'S PERFORMANCE.**

- (a) **Information and Assistance.** Upon DM Services Provider's reasonable request, RCEA shall provide such information and assistance as is reasonably required for DM Services Provider to provide the Services. If RCEA fails to provide DM Services Provider with such requested information or assistance then DM Services Provider shall continue to provide in a timely manner any such portion(s) of the affected Services that DM Services Provider can reasonably provide to the extent possible in the absence of such information or assistance. Notwithstanding any provision to the contrary herein, failure by RCEA to provide DM Services Provider with such information or assistance shall not constitute an Event of Default; provided, however, that DM Services Provider's performance or lack of performance under this Agreement shall be excused to the extent that it is hindered, prevented or impacted as a result of RCEA's failure or inability to provide such information or assistance.
- (b) **Notification.** RCEA shall notify all other relevant parties, including but not limited to Supplier, the Utility Distribution Company ("UDC"), which is currently

Pacific Gas and Electric Company, and RCEA's lender(s), as necessary, of the existence of this Agreement and DM Services Provider's role as contemplated in this Agreement.

- (c) DM Services Provider acknowledges the existence of contracts between RCEA and TEA and between RCEA and LEAN, both of which are intended to complement the Services provided by DM Services Provider hereunder pursuant to the joint proposal submitted by the Core Team. DM Services Provider similarly acknowledges that its services provided hereunder are intended to complement those of TEA and LEAN. In performing services hereunder and as applicable, DM Services Provider shall coordinate its efforts with TEA and LEAN in order to support the Core Team members' performance of services under their respective agreements with RCEA.

### 3. **FEES AND BILLING.**

- (a) **Fees.** RCEA shall pay all fees due in accordance with the Addendum.
- (b) **Reimbursable Compensation to LEAN for LEAN Services.** DM Services Provider shall compensate LEAN for LEAN Services. Compensation shall be made on terms as mutually decided between DM Services Provider and LEAN, subject to budget limitations set forth in the specific agreement between RCEA and LEAN. Simultaneously with making any payment to LEAN, DM Services Provider shall notify RCEA of amount of and itemized services for the compensation made to LEAN. RCEA shall, to the fullest extent permitted by law, indemnify and hold harmless DM Services Provider against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Losses") incurred or sustained by RCEA as a result of or in connection with LEAN's services. RCEA shall reimburse DM Services Provider for all such compensation paid to LEAN for LEAN Services plus the additional sum of five percent (5%) interest per annum. DM Services Provider shall notify RCEA of the total LEAN compensation amount including interest owed as of the delivery date of power. The total LEAN compensation amount including interest shall be reimbursed in twelve equal monthly installments beginning 90 days after the delivery date of power ("Lean Reimbursement Payments"). Full reimbursement shall be made on or before fifteen (15) months after the power delivery date.
- (c) **Billing and Payment Terms.** Unless otherwise indicated in the applicable Addendum, DM Services Provider shall submit an itemized invoice to RCEA monthly for all fees related to Services performed during the previous month and LEAN Reimbursement Payments starting after the power delivery date, to RCEA, 633 3rd Street, Eureka CA 95501, Attention: Office Manager. Payment shall be due within thirty (30) days after the date of invoice. All payments must be made in U.S. dollars. Late payments

hereunder shall accrue interest at the lower of the rate of one percent (1%) per month, or the highest rate allowed by law.

- (d) Taxes. Payments due to DM Services Provider under this Agreement shall be net of all sales, value-added, use or other taxes and obligations.

4. **REPRESENTATIONS AND WARRANTIES**. On the Effective Date and the date of entering into each Addendum, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and each Addendum; (iii) the execution, delivery and performance of this Agreement and each Addendum are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement, each Addendum, and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt, and (vi), in the case of DM Services Provider, that it has the qualifications, experience and ability to perform the Data Manager Services described in the applicable Addendum.

5. **INDEMNIFICATION**. Each party to this Agreement (each an "Indemnifying Party") agrees, to the fullest extent permitted by law, to indemnify, hold harmless, protect and defend the other party (the "Indemnified Party"), and the Indemnified Party's governing board, supervisors, officers, directors, agents, employees, and/or volunteers from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or the Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from the Indemnified Party's breach of any material term of this Agreement, or the Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld, conditioned or delayed. For purposes of this Article, each Indemnifying Party shall be responsible for the negligent acts and/or omissions and/or willful misconduct of any person or entity over which it exercises direction and control, including without limitation, subcontractors and employees. Each Party's indemnification obligations under this Article are conditioned upon the Indemnified Party: (i) promptly notifying the Indemnifying Party of any claim in writing; (ii) cooperating with the Indemnifying Party in the defense of the claim; and (iii) granting the Indemnifying Party sole control of the defense or settlement of the claim. The indemnity obligation set forth in this Section 5 shall survive termination of this Agreement.

6. **TERM.** This Agreement shall be effective on the date written in the first paragraph above ("Effective Date"). Unless earlier terminated pursuant to the terms of Section 7, this Agreement shall remain in effect for a period of five (5) years terminating on April 1, 2021. The Addendum shall become effective on the same date as the Effective Date of this Agreement. However, the provision of services under the Addendum shall commence and terminate on the dates specified in the Addendum.

7. **TERMINATION.**

- (a) **Early Termination Due to Failure or Good Faith Cancellation of RCEA's Program.** If at any time RCEA determines not to proceed with the Program for reasons other than RCEA's bad faith (as determined by DM Services Provider in its sole discretion), RCEA may terminate this Agreement by giving written notice to DM Services Provider as provided in Section 19 of this Agreement. In such event RCEA shall not have any further obligations under the Agreement, except that RCEA will pay to DM Services Provider an amount equal to five hundred thousand US dollars (US\$500,000) ("Termination Fee"). Such Termination Fee shall be due and payable thirty (30) days after the date of invoice by DM Services Provider to RCEA.
- (b) **Termination for Cause.** If any one of the following events (each an "Event of Default") occurs with respect to a Party, then the other Party may terminate this Agreement or the applicable Addendum upon written notice to the defaulting Party: (i) with respect to RCEA, RCEA determines not to proceed with the Program in bad faith (as determined by DM Services Provider in its sole discretion), (ii) with respect to RCEA, RCEA fails to pay amounts due hereunder and such failure continues for seven (7) business days following written notice from DM Services Provider; (iii) either Party defaults in the observance or performance of any of its material covenants or agreements in this Agreement and such default continues uncured for twenty (20) business days following written notice to the defaulting Party; (iv) either Party makes an assignment for the benefit of creditors (other than a collateral assignment to an entity providing financing to such Party), files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced), or is unable to pay its debts as they fall due; or (v) with respect to RCEA, RCEA fails to satisfy UDC's credit-worthiness requirements set forth in the UDC tariffs and such failure continues uncured for twenty (20) business days following written notice to RCEA from UDC.
- (c) **Effect of Termination.** Upon the effective date of expiration or termination of this Agreement: (i) DM Services Provider shall immediately cease providing

Services hereunder; and (ii) any and all payment obligations of RCEA under this Agreement, including, without limitation, any and all fees related to the Services for the balance of the term, will become due within thirty (30) days; provided, however, that in the event that DM Services Provider is the defaulting Party, RCEA shall have the right to deduct or set off against any part of the balance due to DM Services Provider any amount due from DM Services Provider under this Agreement; **provided, however, that in no event shall any amount due or owing to DM Services Provider with respect to any reimbursable compensation due by RCEA to DM Services Provider under this Agreement related to LEAN be withheld, for any reason, including such deductions or set-off.** Upon such expiration or termination, and upon request of RCEA, DM Services Provider shall reasonably cooperate with RCEA to ensure a prompt and efficient transfer of all data, documents and other materials to RCEA or a new services provider, in a form as directed by RCEA, in a manner such as to minimize the impact of expiration or termination on RCEA's customers. If RCEA is the defaulting Party, RCEA agrees to pay DM Services Provider reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in the Addendum.

8. **LIMITATION ON DAMAGES.** FOR ANY BREACH HEREOF, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY, INCLUDING ANY CLAIMS FOR MONETARY PENALTIES ASSESSED BY THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR ASSOCIATED WITH THE SETTLEMENT QUALITY METER DATA REPORTING OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM ARISING FROM A BREACH OF THE CONFIDENTIALITY PROVISIONS OF SECTION 13 OR THE INDEMNIFICATION PROVISIONS OF SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WITH THE EXPRESS EXCLUSION OF ANY CLAIM FOR INDEMNITY OR BREACH OF CONFIDENTIALITY,

IN NO EVENT SHALL DM SERVICES PROVIDER'S LIABILITY TO RCEA HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID TO DM SERVICES PROVIDER BY RCEA FOR THE SERVICES PROVIDED HEREUNDER. THE PROVISIONS OF THIS ARTICLE 8 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **FORCE MAJEURE EVENT.** A Party shall be excused from performance under this Agreement and shall not be considered in default with respect to any obligation hereunder (other than obligations to pay money), if, and to the extent, its failure of, or delay in, performance is due to a Force Majeure Event; provided, however, that (a) such claiming Party gives written notice and full particulars of such Force Majeure Event to the other Party promptly after the occurrence of the event relied on, (b) such notice shall estimate the expected duration and probable impact on the performance of such Party's obligations hereunder, (c) such affected Party shall continue to furnish timely regular reports with respect thereto during the continuation of the delay in the affected Party's performance, (d) the suspension of such obligations sought by such Party is of no greater scope and of no longer duration than is required by the Force Majeure Event, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the occurrence; (f) the affected Party shall exercise all commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the other Party by promptly taking appropriate and sufficient corrective action; (g) when the affected Party is able to resume performance of the affected obligations under this Agreement, the affected Party shall give the other Party written notice to that effect, and (h) the affected Party promptly shall resume performance under this Agreement. The term "Force Majeure Event" means the occurrence of any event beyond the reasonable control of the Party affected that results in the failure or delay by such Party of some performance under this Agreement, in full or part, including but not limited to the following: drought, flood, earthquake, storm, fire, volcanic eruption, lightning, epidemic, war, pests, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a governmental authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include lack of financial resources, material cost increases in commodities or labor, or other economic conditions.

10. **RELATIONSHIP OF PARTIES.** DM Services Provider and RCEA are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment franchise or agency between DM Services Provider and RCEA. Neither DM Services Provider nor RCEA will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

11. **ASSIGNMENT OF RIGHTS.** Neither Party shall assign any of its rights or delegate any of its responsibilities hereunder without first obtaining the consent of the other Party, except it may be assigned or transferred without such consent (i) by either Party to a successor acquiring all or substantially all of the shares and/or the assets of the transferring Party, whether by merger or acquisition, or (ii) by either Party to any wholly-owned affiliate; provided however,

that in the event of such a non-consent transfer, notice shall be given to the other Party within 45 days after the conclusion of the transfer memorializing the transfer and identifying the successor in interest. Any request for consent to assign shall be made in writing and the consent, if any, shall be made in writing. Any transfer in violation of this provision shall be void.

12. **FURTHER ACTIONS.** The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

13. **CONFIDENTIALITY.**

- (a) This Agreement and all information shared between the Parties regarding this Agreement and the Services to be provided hereunder (e.g., reports, etc.) is strictly confidential and shall not be disclosed by a Party (except to such Party's affiliates, employees, lenders, counsel and other advisors, permitted assignees, or prospective purchasers who have a need to know the information and have agreed to treat such information as confidential) without the prior written consent of the other Party, except as required by Law, including but not limited to the California Public Records Act and the Brown Act; provided, however, that DM Services Provider expressly reserves all right, whether in law, equity or otherwise, to contest any such disclosure. In addition, DM Services Provider shall comply with the requirements of the customer information confidentiality policy adopted by RCEA, and shall take commercially reasonable efforts to ensure that such data remains confidential.
- (b) DM Services Provider acknowledges that the confidential information about RCEA's customers to which it will have access under this Agreement could give it or a third party an unfair competitive advantage in the event that DM Services Provider or any third party were to compete with RCEA in the provision of electrical or other services to RCEA's customers. DM SERVICES PROVIDER AGREES THAT IT WILL NOT USE ANY INFORMATION IT RECEIVES REGARDING RCEA CUSTOMERS FOR ANY PURPOSE OTHER THAN PROVIDING SERVICES UNDER THIS AGREEMENT. DM Services Provider agrees not to use any of the CCA data provided to it by RCEA for its own marketing purposes. DM Services Provider shall not use such customer information to compete with RCEA in any manner, except as provided herein below. Upon termination of this Agreement, DM Services Provider shall (i) return all documents and other materials received from the RCEA and all copies (if any) of such documents and tangible materials, and (ii) destroy all other documents or materials in DM Services Provider's possession that contain RCEA customer data, and (iii) deliver to RCEA a certificate, signed by an authorized representative of DM Services Provider, stating that DM Services Provider has returned or destroyed all such documents and materials; provided, however, that DM Services Provider may retain copies of information necessary for tax, billing or other financial purposes, to be used

solely for such purposes. **Notwithstanding anything in the foregoing to the contrary, however,** DM Services Provider is not prohibited from conducting its business with potential customers in RCEA's territory, either due to a business opportunity already known to DM Service Provider as of the date of this Agreement, or made known to DM Services Provider in the ordinary course of DM Services Provider's business other than Services under this Agreement. For the avoidance of doubt, any information, including but not limited to customer names, usage, data, etc., that DM Services Provider receives from a third party in the ordinary course of DM Services Provider's business other than performance of the Services under this Agreement, shall not be deemed to be confidential information as between RCEA and DM Services Provider, for purposes of this Agreement, even if it is the same or similar information such as would be confidential information pursuant to this Agreement.

- (c) The Parties agree that money damages would be an inadequate remedy for breach of the provisions in this Section 13 and that either Party shall be entitled to seek equitable relief in connection therewith, and shall be entitled to recover any damages for such breach as may be provided by law.
- (d) **Exclusion for CCA Program customer account, usage and billing information.** RCEA retains sole ownership of, and have full access to (as reasonably requested from DM Services Provider), account, usage and billing information for customers of the CCA Program. RCEA may share all such data with its Supplier or other parties and will assume full responsibility for compliance with customer data protection requirements in doing so. At the termination of this Agreement, DM Services Provider shall provide to RCEA all such information and data requested by RCEA in an electronic format as kept in the ordinary course of business, and as reasonably agreed to by the Parties.

14. **COMPLIANCE WITH LAW.** Each Party shall be responsible for compliance with all laws or regulations applicable to the Services being provided under this Agreement. If either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the Parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only; the remaining provisions of this Agreement will remain in full force and effect. Any such termination shall not constitute a basis for termination for cause as defined in Section 7, above.

15. **CHOICE OF LAW.** This Agreement, and the rights and duties of the Parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.



16. **INTEGRATION.** This Agreement contains the complete understanding between the Parties, supersedes all previous discussions, communications, writings and agreements related to the subject matter of this Agreement, and, except to the extent otherwise provided for herein, may not be amended, modified or supplemented except in a writing signed by both Parties.

17. **WAIVER.** No waiver by either Party of any right or obligation hereunder, including in respect to any Default by the other Party, shall be considered a waiver of any future right or obligation, whether of a similar or different character. Any waiver shall be in writing.

18. **GOVERNMENTAL ENTITY.** RCEA shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. Except as provided in Section 7(a) above, RCEA's failure to obtain any necessary budgetary approvals, appropriations, or funding for its obligations under this Agreement shall not excuse RCEA's performance hereunder.

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

	Noble Americas Energy Solutions LLC
	Attn: Legal Dept.
If to DM	401 West A Street, Suite 500
Services	San Diego, CA 92101
Provider:	619-684-8251 (Phone)
	619-684-8350 (Fax)

	Redwood Coast Energy Authority
	Matthew Marshall, Executive Director
If to RCEA:	633 3rd Street
	Eureka, CA 95501
	707-269-1700 (Phone)

With Copies  
to: Nancy Diamond, Esq.

RCEA Legal Counsel  
822 G. Street, Suite 3  
Arcata, CA 95521

20. **TIME.** Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last unless the last day is a holiday, and then it is also excluded."

21. **LIMITATIONS.** Nothing contained in this Agreement shall in any way limit DM Services Provider from marketing any of its products and services outside of RCEA's service territory.

22. **THIRD PARTY BENEFICIARIES.** The Parties agree that there are no third-party beneficiaries to this Agreement either expressed or implied.

23. **INSURANCE.** With respect to performance of services under this Agreement, DM Services Provider shall maintain and shall require any subcontractor performing Call Center or other functions as described in the Addendum, to maintain, at a minimum, the insurance coverage or self-insurance coverage as described below at all times during the term of this Agreement. Failure to maintain the required insurance shall be a breach of the Agreement.

- a. Said coverage, exclusive of Professional Liability, shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Agreement. Said coverage shall additionally be endorsed to specify that the DM Services Provider's insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, DM Services Provider shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA.
- b. Workers' Compensation and Employers' Liability Insurance: DM Services Provider shall provide Workers' Compensation and Employers' Liability insurance for DM SERVICES PROVIDER's employees and agents to the extent required by law.
- c. Commercial General Liability: DM Services Provider shall maintain \$1 million minimum commercial general liability insurance coverage.
- d. Business Auto: If applicable, DM Services Provider shall maintain \$1 million minimum business automobile insurance coverage.

- e. Professional Liability Insurance: If applicable, DM Services Provider shall maintain \$1 million minimum professional liability insurance.
- f. Self-Insurance: If DM Services Provider is self-insured, DM Services Provider shall forward documentation to RCEA that demonstrates to RCEA's satisfaction that DM Services Provider self-insures as a matter of normal business practice before commencing work under this Contract. RCEA will accept reasonable proof of self-insurance comparable to the above requirements.

24. **ATTORNEYS' FEES.** In the event that an action, suit or other proceeding is brought to enforce or interpret this Agreement or any part hereof or the rights or obligations of any Party to this Agreement, the prevailing Party will be entitled to recover from the other Party reasonable attorneys' fees and direct out-of-pocket costs and disbursements associated with the dispute that are incurred by the prevailing party.

25. **NONDISCRIMINATORY EMPLOYMENT.** In connection with the execution of the Agreement, the DM Services Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

26. **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.

27. **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.

31. **CONTRACT ADMINISTRATORS.** Each Party shall appoint a contract administrator that will be responsible for administering this Agreement including having the authority to transmit instructions, receive information, and implement the Agreement on behalf of the respective party (the "Contract Administrator"). The Contract Administrators shall be identified in this Agreement. Either Party may change its respective Contract Administrator by giving advance written notice to the other Party, consistent with the terms of the Notice Section of this Agreement.

**Contract Administrator:**

**RCEA:**

Matthew Marshall, Executive Director  
(707) 269-1700

**Noble Solutions:**

Tony Choi, CCA Services Director  
(619) 684-8021

32. **WARRANTY OF AUTHORITY.** Each Party represents and warrants to the other Party that it is and will remain duly organized, validly existing, and in good standing under the laws of the state of its organization throughout the term of this Agreement, and that the execution, delivery and performance of this Agreement are within its express or implied statutory powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or applicable laws.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date provided herein.

Noble Americas Energy Solutions LLC

Redwood Coast Energy Authority

By:

By:

Name: James Wood

Name: Linda Atkins

Title: President

Title: Chair of the Board

Date:

Date:

ATTEST:

By:

Name:

Title: RCEA Board Clerk

Date:

**ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENT  
Between Noble Americas Energy Solutions LLC ("DM Services Provider")  
And Redwood Coast Energy Authority ("RCEA")**

**SCOPE OF SERVICES  
PHASE II AND III**

1. **PHASE II AND PHASE III TERMS.** Phase II shall commence on July 18, 2016, and generally shall be completed on the "Phase III Commencement Date." The Phase III Commencement Date, and services to be provided during Phase III, is defined herein as the date of Implementation Plan Certification by the California Public Utilities Commission or January 1, 2017, whichever is later. The delivery date for power ("Power Start Date") shall be either May 1, 2017 or a date mutually agreed to by the Parties together with the Core Team. DM Services Provider will provide all services on a time schedule as necessary to meet the Power Start Date.
2. **DESCRIPTION OF DATA MANAGER SERVICES.** In accordance with the timing of Phase II, Phase III and the Power Start Date set out above, DM Services Provider shall provide the Data Manager Services listed below.
  - a. Start-Up Support Services:
    - i. DM Services Provider shall participate in coordination meetings to initiate Community Choice Energy service ("CCE Service") in PG&E's territory. Such meetings may include the Core Team, RCEA personnel, and/or PG&E personnel, as necessary, and may require on-site participation by DM Services Provider personnel.
    - ii. DM Services Provider shall complete the technical testing of all necessary electronic interfaces with PG&E, which provide for the communication by Internet and Electronic Data Interchange ("EDI") between DM Services Provider and PG&E to confirm system compatibility related to CCE Service Requests ("CCESR's"), billing collections, meter reading, and electricity usage data.
    - iii. DM Services Provider shall demonstrate successful completion of all standard PG&E technical testing and shall have the capability to communicate or exchange the information using EDI, Internet, or an electronic format acceptable to PG&E.
    - iv. Obtain all customer information data, including historical usage for

enrolled customers, from RCEA or PG&E.

- v. Provide customer mailing list to RCEA designated printer for customer notices during each Enrollment Phase using methodology agreed upon by RCEA, DM Services Provider and RCEA designated printer.
- b. Electronic Data Exchange Services:
- i. Process CCESRs from/to PG&E for customer enrollment, customer initiated returns to bundled utility service or customer initiated returns to direct access service (814 Electronic Data Interchange Files).
  - ii. Obtain customer usage data from PG&E's Enterprise Secure File Transfer server to timely bill each customer according to PG&E requirements (867 Electronic Data Interchange Files).
  - iii. Maintain and communicate the amount to be billed by PG&E for services provided by CCE (810 Electronic Data Interchange Files).
  - iv. Receive and maintain data related to payment transactions toward CCE Service charges from PG&E after payment is received by PG&E from customers (820 Electronic Data Interchange Files).
  - v. Process CCESRs with PG&E when customer status changes.
- c. Customer Information System:
- i. Maintain an accurate database of all eligible accounts who are located in the CCE service area and identify each account's enrollment status (opt out, program enrollment), rate tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer CCE Service as mutually agreed to by parties from time to time.
  - ii. Allow CCE to have functional access to the online database to add customer interactions and other account notes.
  - iii. Allow CCE to view customer email or written letter correspondence within online database.
  - iv. Maintain and provide as needed historical usage data on all customers for a time period equal to the lesser of either (a) the start of service to present or (b) five years.
  - v. Maintain viewing access, available to appropriate CCE staff, to view PG&E bills for CCE customers. Maintain accessible archive of billing records for

all CCE customers from the start of CCE Service or a period of no less than five years.

- vi. Maintain and communicate as needed record of customers who have been offered CCE Service with CCE but have elected to opt out, either before or after starting CCE Service.
- vii. Maintain and communicate as needed records of Net Energy Metering credits and generation data for customers to be posted on bill and settled annually.
- viii. When requested by CCE, place program charges on the relevant customer account, identified by SAID.
- ix. Capture each customer's participation in various CCE Service programs in database.
- x. Maintain all customer data according to CCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- xi. Maintain a Data Management Provider Security Breach Policy.

d. Customer Call Center Management & Staffing:

- i. Create and maintain professional Interactive Voice Response ("IVR") recordings for CCE customer call center; CCE may update recordings once per calendar year.
- ii. Provide option for IVR self-service and track how many customers start and complete self-service options without live-agent assistance.
- iii. Staff a call center, during any CCE Statutory Enrollment Period, 24 hours a day 7 days a week to process opt out requests.
- iv. Staff a call center during Non-Enrollment Period between the hours of 7 AM and 7 PM PPT Monday through Friday, excluding CCE and PG&E holidays. Six months following the Power Start Date, Parties may mutually agree to modify the call center staffing hours based on an assessment of hourly call volumes.
- v. Provide sufficient call center staffing to meet the requirements set forth herein.
- vi. Provide sufficient number of Data Manager Experts are available to



manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding CCE and PG&E holidays (“Regular Business Hours”).

- vii. During Non-Enrollment Periods, achieve the following service levels:
  - 1. A minimum of 75% of all calls will be answered within 20 seconds.
  - 2. 100% of voicemail messages answered within one (1) business day.
  - 3. 100% of emails receive an immediate automated acknowledgement.
  - 4. 95% of emails receive a customized response within one (1) business day.
  - 5. 100% of emails receive a customized response within three (3) business days.
  - 6. Achieve a no greater than 10% abandon rate for all calls.
- viii. Provide an automated ‘call back’ option for callers who will be put on hold for an estimated ninety seconds or longer. Provide callers with the estimated hold time, if applicable.
- ix. Record all inbound calls and make recordings available to CCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- x. Track call center contact quality with criteria including:
  - 1. Use of appropriate greetings and other call center scripts
  - 2. Courtesy and professionalism
  - 3. Capturing key customer data
  - 4. Providing customers with correct and relevant information
  - 5. First-contact resolution
  - 6. Accuracy in data entry and call coding
  - 7. Grammar and spelling in text communication (email and chat)
- xi. Evaluate customer satisfaction through voluntary customer surveys that ask general questions about call quality, call resolution, and how satisfied the customer was with the service received.

- xii. Respond to customer emails pertaining to CCE Service enrollment, CCE Service programs and billing questions.
- xiii. Receive calls from CCE Service customers referred to CCE by PG&E and receive calls from CCE Service customers choosing to contact CCE directly without referral from PG&E.
- xiv. Request and/or confirm current email, mailing address and phone number of customers and add to or update database during inbound call.
- xv. Request permission (via live calls, email request, or electronic form submittal) from customers to send electronic correspondence instead of printed mail.
- xvi. Respond to telephone inquiries from CCE Service customers using a script developed and updated quarterly by CCE. For questions not addressed within the script, refer inquiries either back to PG&E or to CCE.
- xvii. Respond to customer inquiries within 1 (one) business day, excluding weekends and holidays, including inquiries received either through telephone calls, email or web-portal.
- xviii. Offer bi-annual cross training to PG&E call center in coordination with CCE.
- xix. Provide monthly call center statistics reports during the first full week of each month.
- xx. Provide weekly call center statistics reports during Statutory Enrollment Periods.
- xxi. Provide translation services for inbound calls for up to ten different languages to be identified by RCEA no later than the date specified by DM Services Provider.
- xxii. Create and maintain English-language forms for the CCE website so that customers may change their account status to enroll or opt out of various CCE Service programs. Forms may be updated once per calendar year by CCE.
- xxiii. Host CCE meetings with call center management and representatives on a quarterly basis if requested by CCE.

e. Billing Administration:

- i. Maintain a table of CCE Service rate schedules provided by CCE.

- ii. Send CCE Service charges as a separate line item to PG&E for placement on monthly bill.
  - iii. Apply PG&E account usage for each CCE Service customer against applicable rates to allow for customer billing.
  - iv. Review application of CCE Service rates to PG&E accounts to ensure that the proper rates are applied to the accounts.
  - v. Timely submit billing information for each customer to PG&E to meet PG&E's billing window.
  - vi. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner.
  - vii. Assist with annual settlement process for Net Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to CCE designated printer.
  - viii. Provide customer mailing list to CCE designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
  - ix. Send a CCE-provided letter to customers with delinquent accounts stating that failure to pay will result in customer being returned to PG&E. RCEA shall identify the length of delinquency that triggers such notice, as well as the time period allowed to bring the account current.
- f. Settlement Quality Meter Data Services:
- i. DM Services Provider shall provide RCEA or RCEA's designated Scheduling Coordinator ("SC") with Settlement Quality Meter Data ("SQMD") as required from SC's by the California Independent System Operator ("CAISO").
  - ii. Obtain historical usage data for enrolled customers, from PG&E, and utilize for estimation in SQMD process. In the absence of current historical usage, RCEA to provide DM Services Provider with usage received from Schedule CCE-INFO in order to calculate Default Usage. RCEA will approve Default Usage.
  - iii. Upon RCEA's request, DM Services Provider shall submit the SQMD directly to the CAISO on behalf of RCEA or RCEA's designated SC
  - iv. RCEA agrees that DM Services Provider shall have no responsibility for any charges or penalties assessed by the CAISO associated with the

SQMD under an indemnity or otherwise.

- v. DM Services Provider shall prepare the SQMD in accordance with Prudent Utility Practice, however, DM Services Provider hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.
- g. Qualified Reporting Entity ("QRE") Services:
  - i. DM Services Provider may serve as a QRE for up to ten (10) locally situated, small-scale renewable generators that: a) are metered by PG&E, b) are interconnected to the PG&E distribution system in accordance with PG&E's requirements and c) supply electric energy to RCEA through its feed-in tariff or are owned and/or controlled by RCEA. QRE Services will be performed under terms and conditions set forth in a Qualified Reporting Entity Services Agreement mutually agreed to by the Parties.
  - ii. Submit a monthly generation extract file to the Western Renewable Energy Generation Information System ("WREGIS") on RCEA's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
  - iii. For the purpose of collecting applicable generation and usage data for RCEA's renewable energy projects and consistent with PG&E's applicable meter servicing agreement, serve as designated "subcontractor" for certain renewable energy projects: DM Services Provider shall receive applicable electric meter data from PG&E and shall provide such data to RCEA for purposes of performance tracking and invoice creation.
  - iv. Assist RCEA in completing requisite generator registration materials, as such materials may be required by WREGIS, the California Energy Commission, the California Public Utilities Commission and/or other entities to effect the successful crediting of renewable energy certificates, as appropriate, to RCEA's WREGIS account. These services shall be limited to assistance with the process and shall not involve providing regulatory or legal advice.
- h. Reporting – DM Services Provider Shall include the following reports, frequency and delivery methods:

Report	Frequency	Delivery Method
Aging	Weekly, Monthly	SFTP

Call Center Statistics	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
Invoice Summary Report	Weekly, Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Ad hoc	CRM
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Customer Account Snapshot	Ad hoc	CRM
Customer Account Snapshot with Addresses	Ad hoc	CRM
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

- i. Ensure monthly status reports are provided during the first week of each month.
- ii. Ensure weekly status reports are provided during all enrollment periods.

### **3. FEES.**

Meter Fee: For the month of the Power Start Date, and each month thereafter, RCEA shall pay DM Services Provider \$1.42 for each RCEA customer meter enrolled in CCE Service. First payment shall be made no sooner than 90 days after the Power Start Date, when income is generated from the CCE.

### **4. BONDS.**

DM Services Provider will post a \$100,000 bond to the California Public Utility Commission and a \$25,000 bond to PG&E, or cash equivalent, on behalf of RCEA, as part of the CCE Services initiation. RCEA will replace those bonds or cash in accordance with the Agreement. In the event RCEA fails to replace or reimburse DM Services Provider for such bonds or cash as required above, such failure shall constitute a default under the Agreement.

### **5. PRICING ASSUMPTIONS.**

The Fees defined in Section 3 include only the services and items expressly set forth in this Agreement. Unless otherwise agreed to by the Parties in an amendment to the Agreement, the cost of any additional deliverables provided by DM Services Provider to RCEA shall be passed through directly to RCEA without mark-up. A labor rate of \$150.00 per hour will be utilized for labor costs unless otherwise agreed upon in writing by both parties prior to the

commencement of additional work

## **6. DEFINITIONS.**

“CCE Service” means RCEA’s Community Choice Energy Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Energy (CCE), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

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

“PG&E” is the local Utility Distribution Company.

“Mass Enrollment” means the automatic enrollment of customers into a CCE Service program where new service is being offered for the first time to a group of eligible customers.

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

“Prudent Utility Practice” means any of the practices, methods, techniques and standards (including those that would be implemented and followed by a prudent operator of similar generating facilities in the United States during the relevant time period) that, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result, giving due regard to manufacturers’ warranties and recommendations, contractual obligations, any governmental requirements or guidance, including CAISO, applicable laws, the requirements of insurers, good business practices, economy, efficiency, reliability, and safety. Prudent Utility Practice shall not be limited to the optimum practice, method, technique or standard to the exclusion of all others, but rather shall be a range of possible practices, methods, techniques or standards.

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

“Default Usage” means the average monthly usage value, by rate schedule, used for estimation in the absence of actual historical usage data.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum as of the Addendum Date provided herein.

Noble Americas Energy Solutions LLC

Redwood Coast Energy Authority

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

Name: Jim Wood

Title: President

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

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

Name: Linda Atkins

Title: Chair of the Board

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

ATTEST:

\_\_\_\_\_

Name:

Board Clerk

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



# REDWOOD COAST EnergyAuthority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Executive Director
SUBJECT:	CCE - Implementation Plan

### RECOMMENDED ACTION

Adopt Resolution 2016-2 approving the Redwood Coast Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent.

### SUMMARY

At the September Board meeting, the Board discussed and adopted *Guidelines for Community Energy Program Launch-period Power Portfolio Strategy and Targets*. Attached are the final version of the Guides, incorporating the Board's revisions from the September meeting. The Guidelines provide a framework for the development of RCEA's CCE Program, the power procurement strategy, and the development of local generation projects and programs. The targets and objectives in the guidelines will be used to guide the program overall, but will have to be adaptively managed based on market conditions and other evolving considerations.

As the next formal step toward launch of RCEA's Community Choice Program, the Public Utilities Code requires that an Implementation Plan and Statement of Intent be adopted and that it be filed with and certified by the CA Public Utilities Commission. The required content of the Implementation Plan is established by AB 117, the legislation enabling CCE programs in California. The CA Energy Commission developed a document template for local governments to use to meet these content requirements – RCEA's proposed Implementation Plan is structured after the Energy Commission's template and designed to meet the requirements of AB 117.

**Next Steps:** The Implementation Plan provides a high-level outline for the operation for RCEA's community choice program; the details of operations will need to be expanded and refined through additional policies and procedures that will be brought before the Board in the coming months prior to the start of service.

### FINANCIAL IMPACTS

The overall CCE program will be designed and implemented to be self-funded through retail power sales. Further, financial projections indicate that the program can deliver modest rate savings to the community, along with investment in local renewable-energy generation resources, funding for customer programs, and remaining net revenue to build a reserve fund. The Implementation Plan establishes general targets and objectives to provide overall direction



for the program, but implementation will involve many ongoing decisions over time based off of financial considerations, market conditions, and other evolving factors.

### **RECOMMENDED ACTION**

Adopt Resolution 2016-2 approving the Redwood Coast Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent.

### **ATTACHMENTS:**

1. Final adopted Guidelines for Program Launch-period Power Portfolio Strategy & Targets.
2. Resolution 2016-2 approving the Redwood Coast Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent.
3. Draft Final RCEA Community Choice Aggregation Implementation Plan and Statement of Intent.

# GUIDELINES FOR THE REDWOOD COAST ENERGY AUTHORITY COMMUNITY ENERGY PROGRAM LAUNCH-PERIOD STRATEGY AND TARGETS



**Adopted September 19, 2016**

## **OVERVIEW & GOALS**

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The Redwood Coast Energy Authority (RCEA) is proceeding with the launch of a community choice energy program scheduled to commence service to customers in May of 2017. Based on the groundwork established by the RePower Humboldt strategic plan for developing local renewable energy, in June of 2015 the RCEA Board of Directors voted to proceed with developing a community choice energy program for Humboldt County with the following core goal:

***Maximize the use of local renewable energy while providing competitive rates to customers.***

In addition to this over-arching goal, the program will be designed to pursue the following aspirations and community benefits:

- Environmental Quality
- Local Control and the Ability to Pursue Local Priorities
- Economic Development
- Energy Independence
- Customer Rate-savings, Choice, and Community Programs

Implementing a community choice energy (CCE) program that furthers these goals will be an ongoing and evolving process. Outlined below are targets and objectives for the initial launch phase of the program during years 1-5 of operation. These targets and objectives will have to be adaptively managed based on market conditions and local considerations, but will be used as a guiding framework for the development of RCEA's CCE Program Implementation Plan, power procurement strategy, and the development of local generation projects and programs.

## **FINANCIAL TARGETS**

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- A target of approximately 5% of the available program annual budget will be allocated to customer rate savings (based on parity with PG&E generation rates and with PG&E PCIA fees factored in). This equates to a total customer rate savings that averages at least \$2 million per year over the first 5 years, for a targeted total cumulative customer rate savings of at least \$10 million over the first 5 years of operation.
- The program will target building a rate-stabilization/reserve/contingency fund of \$35 million by the end of year five under projected market conditions. The program will be designed to target a minimum reserve of at least \$10 million even under adverse market conditions.
- Over the first 5 years, the program will aim to retain and/or redirect \$100 million dollars or more of rate-payer dollars back into Humboldt County when taking into consideration local power-procurement, customer rate-savings, local-program spending, and allocations toward building the reserve/contingency fund.

## **POWER OBJECTIVES**

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- At least 5% more renewable energy (as defined by state law) than PG&E's power mix.
- At least 5% lower greenhouse gas emission rate than PG&E mix.
- Maximize the use of local renewable energy to the extent technically and economically feasible and prudent.
- Strongly support energy efficiency and conservation as core strategies toward achieving the program's environmental, economic, and community goals.

## **GENERATION PORTFOLIO TARGETS**

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### **Existing Local Biomass**

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- Issue a Request for Offers targeting power purchase agreements with 1-2 existing facilities.
- Structure overall biomass procurement strategy around local waste-management and forest restoration priorities and needs.
- Include environmental, community, and economic considerations in selection process.
- Contingent on price and market conditions, contract for a target of around 20MW of local biomass energy (about 15% of the total RCEA power portfolio).

### **Existing Local Small Hydroelectric**

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- Pursue contracting with a target of 2MW of existing local small hydro.
- Ensure that any contracts are structured to support and prioritize the operators' water-management and environmental quality objectives.

## **New Local Solar Power**

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- ***Feed-in-tariff power procurement program for small generators***
  - <1MW small/medium renewable generators (solar and other technologies)
  - Eligible projects are designed primarily for wholesale power production (not focused on meeting on-site energy loads).
  - Standardized, upfront purchase price, projected to be in the range of \$80-100/MWh to facilitate project financing.
  - Standardized, upfront, and straightforward contract terms and duration to facilitate project financing.
  - Initial power portfolio allocation to the feed-in-tariff program will be targeted at 6MW.
- ***Utility-scale Solar***

In parallel to the feed-in-tariff program RCEA will pursue the development of additional wholesale-generation solar projects, which could be developed by RCEA and/or third parties in pursuit of overall power portfolio solar content targets:

  - Initial target of 5MW of new local wholesale solar online before the end of 2018.
  - Launch-phase target of 15MW of utility-scale/wholesale solar online by the end of year 5 of operations.
  - Focus project development on underutilized/idle public and industrial sites to limit impacts related to other beneficial uses such as agriculture, economic development, habitat, and open space.

## **Additional Power Resources**

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To meet and balance over-arching objectives for rates, renewable energy %, and greenhouse gas emissions as well as to match power generation availability to customer loads demands, the launch-period portfolio will incorporate the following additional power sources:

- Renewable generation projects--wind, solar, geothermal, etc--located outside the County.
- California and/or Pacific Northwest hydroelectric power (which is renewable and emissions-free, but cannot be counted toward CA state renewable portfolio standard requirements). This will not include any power from the Klamath River dams.
- Unspecified "system power" from the CAISO power market pool (while power from the pool is not traceable to any specific generator, in northern CA this power is predominantly generation from natural gas and large hydro power facilities).

## **Future/Long-term Generation**

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- ***New Local On-shore Wind Generation***
  - Assess the possibility for up to 50MW of local on-shore wind energy generation.
    - The most viable site for local on-shore wind is Bear River Ridge west of Rio Dell and South of Ferndale.
    - While there are other possible sites in the area, Bear River Ridge has the best wind resource in the County (it is one of the top wind resource areas in the state), Bear River Ridge property owners are willing and interested in developing a wind project, and there was considerable environmental and technical study and evaluation previously conducted which, if utilized, would reduce the development costs and timelines of a potential project.
- ***New Local Small-scale Hydroelectric***
  - Evaluate options for the development of new small-scale hydroelectric that would be compatible with environmental and cultural priorities.

- **Offshore Wind Energy**
  - While not yet deployed in California, offshore wind energy generation is an established technology. The wind resource off of the Samoa Peninsula coastline is one of the best in North America, and the on-shore infrastructure on the peninsula appears well-suited to accommodate offshore wind development.
  - During the initial 5-year launch-phase of Program, RCEA will allocate resources to moving forward with community and stakeholder engagement, site selection, environmental review, and project scoping.
- **Wave Energy**
  - Wave energy technology is in an early stage of development. During the program launch phase, RCEA will build on the previous WaveConnent and CalWave projects to explore and evaluate opportunities for local wave-energy research, development, and pilot-deployment.

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## PROGRAMS

### Enhanced Solar Net-Energy-Metering (rate-based program)

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- Self-generation power credited to customer's bill at retail rate plus \$0.01/kWh (+5-10% above base retail generation rate).
- Excess generation credits roll-over from year to year and never expire.
- Excess generation credits can be cashed-out for full retail value.

### 100% Renewable Energy Option (rate-based program)

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- Voluntary opt-up option for premium price (based on actual cost of service).
- Large hydro and system power components of base RCEA power mix replaced with renewable energy (non-local solar, wind, geothermal, etc).
- Evaluate 100% solar and/or 100% local renewable options in the near-term (in or after 2018, after launch and ramp-up of operations).

### Programs budget target of an initial allocation of up to \$1,000,000 per year for:

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- **Solar and Energy-storage Technical Assistance**  
Program emphasis will be on public-agency and community facilities, especially critical infrastructure such as water/wastewater treatment and emergency response.
- **Electric Vehicle Charging Infrastructure**  
Supporting the adoption of electric vehicles provides multiple benefits aligned with CCE Program goals: significant reductions in greenhouse gas emission compared to petroleum-powered vehicles; lower \$/mile fuel costs compared to petroleum vehicles, increasing CCE customer-load base, and providing a flexible electricity demand load that has the future potential to be managed to support the integration of renewable energy.
- **Energy Efficiency and Conservation**  
New programs that support and enhance the existing programs offered by RCEA, PG&E, the Redwood Community Action Agency, and others.
- **Match funding for State, Federal, and Foundation Energy Grants**  
The majority of grant funding opportunities require some level of local match funding, so tagging/reserving a flexible component of the CCE program budget to be available as-needed for use as energy-related grant match funding will support bringing resources into Humboldt County to pursue our community energy goals.

## **RESOLUTION NO. 2016-2**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDWOOD COAST ENERGY AUTHORITY APPROVING THE REDWOOD COAST ENERGY AUTHORITY COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT**

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and,

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on April 22, 2003, Redwood Coast Energy Authority ("RCEA") was established as a joint power authority pursuant to a Joint Powers Agreement, with the mission of promoting sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region; and

WHEREAS, effective December 15, 2016, the joint powers agreement for the RCEA was amended to specifically authorize the RCEA to adopt an ordinance to implement a CCA program in accordance with Public Utilities Code Section 366.2; and

WHEREAS, on February 22, 2016, the RCEA Board of Directors adopted Ordinance 2016-01 authorizing the RCEA to act as a community choice aggregator to implement and operate a CCA program under California law;

WHEREAS, the RePower Humboldt Strategic Plan sets forth energy goals for the Humboldt County region which include the development of local renewable energy projects and implementation of energy conservation and efficiency projects and programs; and

WHEREAS, the RCEA has established key CCA program goals of maximizing the use of local renewable resources while also providing competitive rates to customers; and

WHEREAS, the CCA Technical Study shows that a CCA program within the jurisdictions of the participating cities and county based on the key goals set out above is technically and economically feasible; and

WHEREAS, the RCEA Board of Directors has voted to move forward with a program designed to maximize the use of local renewable energy while maintaining competitive rates.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Board of Directors of the Redwood Coast Energy Authority as follows:

1. The Redwood Coast Energy Authority Implementation Plan and Statement of Intent, attached hereto and incorporated herein, is hereby approved.
2. The Executive Director is directed to submit the Redwood Coast Energy Authority Implementation Plan and Statement of Intent to the California Public Utilities Commission for certification.

3. The Executive Director is authorized to execute any documents associated with this submittal.

This Resolution shall be effective upon its adoption.

*Attachment: Redwood Coast Energy Authority Implementation Plan and Statement of Intent*

Dated: \_\_\_\_\_, 2016

APPROVED:

\_\_\_\_\_  
Linda Atkins, Chair of the Board

ATTEST:

\_\_\_\_\_  
Matthew Marshall, Clerk of the Board

#### CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, passed and adopted at a regular meeting of the Board of Directors of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:



# REDWOOD COAST Energy Authority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Executive Director
SUBJECT:	Local Biomass Request for Offers

### RECOMMENDED ACTION

Approve, contingent on final review and approval by RCEA Legal Counsel, Request for Offers for Local Biomass Power and authorize Executive Director to release to interested parties.

### SUMMARY

At the September RCEA Board Meeting the Board discussed and adopted the attached *Process Guidelines for Development of a Request for Offers (RFO) for Local Biomass Power*. Based on those Guidelines TEA developed the attached draft Local Biomass RFO with input from staff and the RFO review team.

The RFO consists of three sections:

1. The main body of the RFO, including background information, requirements, schedule evaluation criteria, and instructions to responders.
2. An offer form for responders to provide identifying information and quantitative bid information.
3. A questionnaire for more in-depth narrative responses.

The RFO package will also include:

1. A standard form power purchase agreement (PPA)
2. An officer certification form.

TEA has templates for both of these additional documents, which will be customized for use by RCEA. Both will follow standard legal formats and will be closely modeled on corresponding contract documents currently used by California investor-owned utilities. These documents along with the rest of the final RFO packet will undergo final review and approval by RCEA General Counsel Nancy Diamond prior to release.

Based on concerns comments from the public, the Board, and the Environmental Review Group regarding issues with particulate matter emitted while generating energy from biomass, RCEA staff conducted research and consulted with the North Coast Unified Air Quality Management District to identify sources of particulate matter 2.5 micrometers or less in diameter (PM2.5) in the County of Humboldt. The intent is to identify the scale of the issue and to inform decision-making regarding emissions associated with energy generation.



Data was obtained from the U.S. Environmental Protection Agency national emissions inventory database<sup>1</sup>. The data reflects the 2014 inventory, the most recent year available. Note that prior and future years will observe different outcomes depending on changes to economic, environmental, and other factors; all three local biomass facilities were operating in 2014.

Attached are two charts based on this EPA data:

- The first chart shows the overall contribution of PM2.5 emissions in Humboldt County by source. In 2014, industrial biomass combustion for power and heat emitted 89 tons of PM2.5, out of a total of 2,158 tons for all sources, or approximately 4%.
- For additional context, the second chart shows the total PM2.5 emission for Humboldt County in 2014 in comparison to the emission from the four Counties adjacent to Humboldt. Not intended to suggest that the more localized impacts of a specific source can't also be significant in a given area, this chart does illustrate the extent that wildfires dominate PM2.5 emissions in the region. While local biomass facilities currently are fueled by primarily by mill waste, maintaining our local biomass infrastructure could in the future play a potential role in supporting restoration and land-management efforts that reduce emissions from wildfires and prescribed burns.

## **FINANCIAL IMPACTS**

The cost of any power procured through the RFO will be recovered through retail power sales. It is anticipated, and has been modeled into the program financial projections, that the bids from local biomass facilities will come in a price premium above the lowest-cost options for renewable energy (this will likely be the case for any local generation projects). If this proves true, there will be a price limitation on the share of RCEA's renewable energy portfolio that can be from local biomass power and will require procuring other renewable generation resources to hit RCEA's renewable energy targets/requirements while still achieving rates lower than PG&E's overall. According, the timeline for the RFO delays any final contracting commitments until after PG&E 2017 rates are set so that the final contracted volume and price of biomass power can be set to ensure that RCEA's CCE rates for 2017 will result in saving for RCEA's customers.

## **RECOMMENDED ACTIONS:**

Approve, contingent on final review and approval by RCEA Legal Counsel, Request for Offers for Local Biomass Power and authorize Executive Director to release to interested parties.

## **ATTACHMENTS**

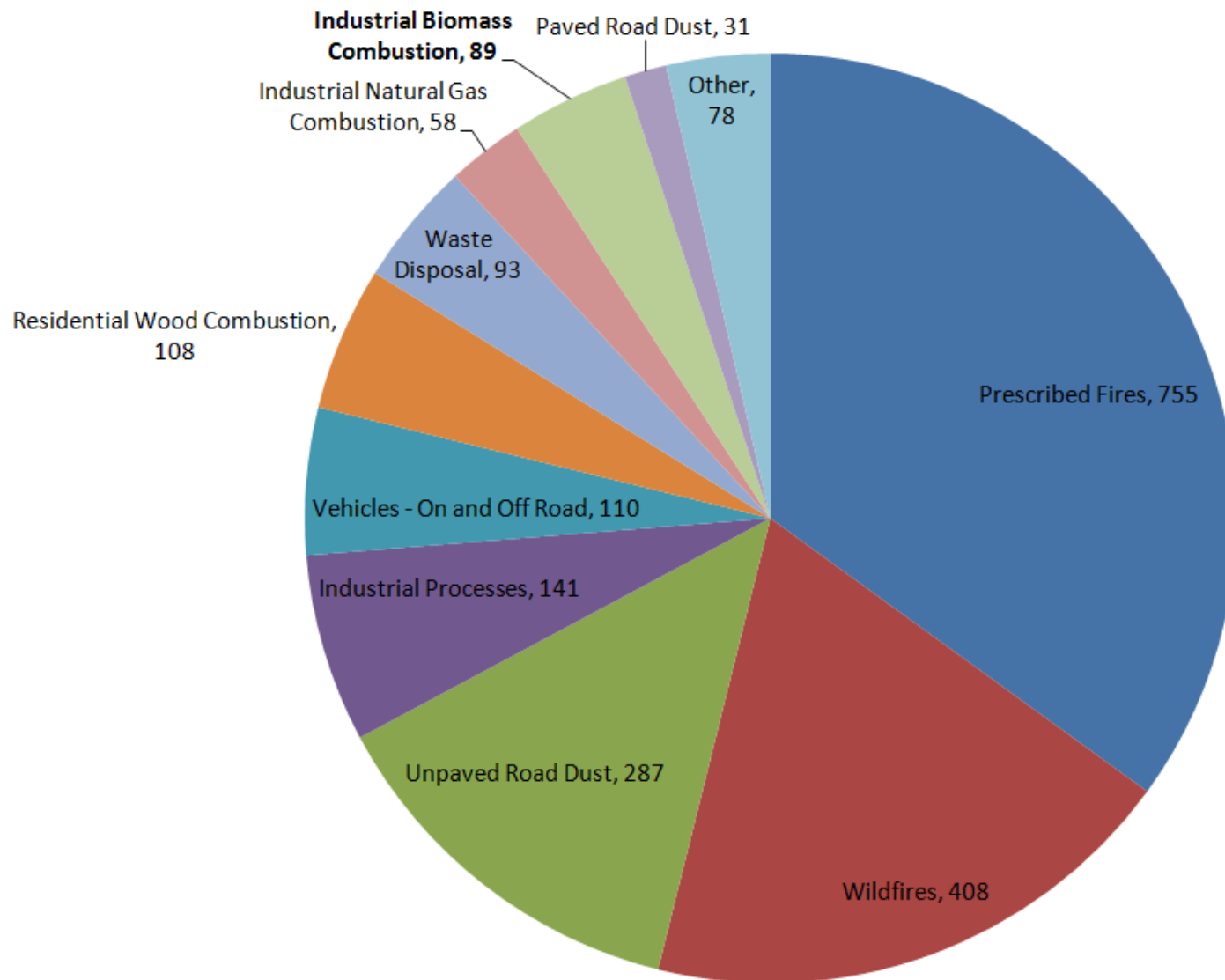
- Adopted Process Guidelines for Development of a RFO for Local Biomass Power.
- Charts of Humboldt County and Regional PM2.5 based on data reported by the U.S. EPA.
- Proposed Local Biomass RFO.

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<sup>1</sup> <https://www.epa.gov/air-emissions-inventories/2014-nei-data>

# Humboldt County PM 2.5 Emissions by Source

Units: Tons, Data Year: 2014



source: <https://www.epa.gov/air-emissions-inventories/2014-nei-data>

Note per NCUAQMD staff: some sources such as waste disposal are actually statewide emissions allocated to counties by population



# PROCESS GUIDELINES FOR DEVELOPMENT OF A REQUEST FOR OFFERS FOR LOCAL BIOMASS POWER



September 19, 2016

## Approach

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Issue a Request for Offers (RFO) based on industry best practices; the RFO packet will include:

- RFO Protocol Documents (Objectives, Eligibility, Schedule, Evaluation Criteria, etc.)
  - Existing Humboldt County biomass facilities eligible
  - RCEA not obligated to purchase any amount as a result of this RFO
  - RCEA not required to purchase the entire output from selected plant(s)
- Offer Template (Quantitative and Qualitative Responses)
- Standard Form Power Purchase Agreement (PPA)
- Hold a Bidder's Conference / Webinar to address any questions

## Schedule

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Event	Date
Proposed RFO posted to RCEA website as part of October Board Meeting packet	October 7, 2016
<b>RFO approved by RCEA Board</b>	<b>October 17, 2016</b>
Issue RFO Documents	October 26, 2016
Bidders Conference	November 3, 2016
<b>Offer Submittals Due</b>	<b>December 2, 2016</b>
Notify Short List	January 4, 2017
<b>RCEA Board Approval of PPA</b>	<b>January 23, 2017</b>
Contract Execution	January 25, 2017

January execution allows RCEA to utilize finalized 2017 PG&E generation and PCIA rates in final procurement decision making.

## **Evaluation Criteria and Committee**

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### **Evaluation Criteria**

- Net Market Value (Energy, Capacity, Renewable Energy Credits).
- Portfolio Fit (Generation Profile vs. Load Profile).
- Generation flexibility (minimum/maximum power sales volumes).
- Community/environmental impacts and benefits:
  - Air, water, and other environmental permitting requirements along with 5 years of related monitoring and compliance data.
  - Past and projected fuel supply information.
  - Waste management approach.
  - Additional environmental and/or economic co-benefits and considerations.
- Plant operations team experience.
- Acceptance of standard form PPA included in RFO.

### **Evaluation Committee**

- Members:
  - Yana Valachovic, Forest Advisor and County Director- Humboldt and Del Norte, University of California Cooperative Extension
  - Paul Helliker, General Manager, Humboldt Bay Municipal Water District
  - Mark Andre, Director of Environmental Services and City Forester, City of Arcata
  - Richard Engel, Senior Energy Specialist, RCEA
  - Shehzad Wadalawala, Client Services Specialist, TEA
- Responsibilities:
  - Participate in the development of qualitative questions for Offer Form
  - Prior to receiving bidder responses, determine relative weighting/importance of questions
  - Score bidder qualitative responses independently
- Offer ranking determined by weighting of quantitative and qualitative scores; final procurement will be decided by RCEA and TEA.

In addition to the evaluation committee, RCEA will request review and input on the RFO evaluation criteria from the RCEA Technical Advisory Group and the RCEA Environmental Review Group.

### **Commercial Terms**

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- Delivery Term – Minimum 1 year with pricing requested for 3 and 5 year options
- Delivery Start Date – no sooner than June 1 (once all accounts have been transferred) and no later than January 1, 2018
- Allow multiple offers for each facility based on scheduling flexibility and delivery term

# RCEA 2016 Biomass Request for Offers

Issue Date: 10/26/2016

Response Deadline: 12/2/2016

Email questions/comments to: [Biomass\\_RFO@redwoodenergy.org](mailto:Biomass_RFO@redwoodenergy.org)

DRAFT

## Background

The Redwood Coast Energy Authority (RCEA) is proceeding with the launch of a community choice energy program scheduled to commence service to customers in May of 2017. Based on the groundwork established by the RePower Humboldt strategic plan for developing local renewable energy, in June of 2015 the RCEA Board of Directors voted to proceed with developing a community choice energy program for Humboldt County with the following as one of its core goals:

*Maximize the use of local renewable energy while providing competitive rates to customers.*

Recognizing that Humboldt County is home to several biomass facilities, RCEA is launching this Request for Offers (RFO) to examine the possibility of entering into a Power Purchase Agreement (PPA) with one or more local biomass facilities.

## Product Description

Through this solicitation, RCEA is seeking to secure renewable electric supply from existing biomass facilities with minimum contract capacity of 5MW. Deliveries can begin as early as June 1, 2017 and as late as January 1, 2018. Responders are required to include pricing for a 1-year term and may also include pricing for 3 or 5 year terms for RCEA to consider.

*Table 1 – Product Description*

Technology	Contract Start Date	Contract Capacity	Delivery Term
Biomass	June 2017 – January 2018	Minimum 5MW	1 year <sup>1</sup>

## Eligibility Requirements

All proposed resources must meet the following requirements:

- (1) Is an existing (as of date of offer submittal) biomass<sup>2</sup> facility located in Humboldt County;
- (2) Has nameplate capacity no less than 5MW;
- (3) Is certified by the California Energy Commission (“CEC” or “Commission”) as an Eligible Renewable Energy Resource as set forth in applicable sections of the California Public Utilities Code (“Code”). Selected respondents shall be responsible for maintaining such certification throughout the contract term.

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<sup>1</sup> Responders may also submit pricing for 3 or 5 year term but it is required that pricing for 1 year is included

<sup>2</sup> *Biomass* — defined in the California Energy Commission’s “Renewables Portfolio Standard Eligibility Guidebook” as any organic material not derived from fossil fuels, including, but not limited to, agricultural crops, agricultural wastes and residues, waste pallets, crates, dunnage, manufacturing, construction wood wastes, landscape and right-of-way tree trimmings, mill residues that result from milling lumber, rangeland maintenance residues, biosolids, sludge derived from organic matter, wood and wood waste from timbering operations, and any fuel that qualify as “biomass conversion” as defined in Public Resources Code section 40106. Agricultural wastes and residues include, but are not limited to, animal wastes, remains, and tallow; food wastes; recycled cooking oils; and pure vegetable oils.

## RFO Schedule

The following schedule applies to this RFO. RCEA in its sole discretion may revise the schedule as deemed necessary. Updates will be provided through its website if such changes occur. Respondents are responsible for monitoring the website for any such changes.

*Table 2 – RFO Schedule*

Event	Date
Issue RFO Documents	October 26, 2016
Question Submittal Deadline	November 3, 2016 @ 5PM PT
Bidders Conference	November 8, 2016
Offer Submittal	December 2, 2016
Notify Short List	January 4, 2016
RCEA Board Approval of PPA(s)	January 23, 2017
Contract Execution	January 25, 2017

RCEA will host an onsite Bidders Conference on November 8<sup>th</sup>, 2016 from 2-4PM at its office:

633 3rd St, Eureka, CA 95501

The objectives of the Bidders Conference are to review the RFO process and answer clarifying questions bidders may have. Potential respondents are not required to attend the bidder's conference in order to submit a response.

Between offer submittal and short list notification, RCEA staff may request to visit the project site. Respondents are expected to make reasonable efforts to accommodate any such request.

### **Disclaimers for Rejecting Offers and/or Terminating this RFO**

RCEA reserves the right to cancel this solicitation at any time, reject any and all proposals and to waive irregularities, if any. RCEA shall not be responsible for any of the Responder's costs incurred to prepare, submit, negotiate, or to enter into a PPA, or for any other activity related to meeting the requirements established in this solicitation. All submittals shall become the property of RCEA and will not be returned.

## RFO Response Instructions

Respondents to this RFO must complete the following forms located on the RCEA website:

- (1) Excel based Offer Form
- (2) Word based Response Form
- (3) Standard form PPA
- (4) Officer Certification Form

It is expected that respondents will complete each tab in the Excel Offer Form, answer all questions in the Word based Response Form, and provide any supporting documentation as necessary.



Bidders are encouraged to submit multiple offers for different delivery terms and to the extent the resource is capable of offering alternative generation profiles or operating flexibility.

The standard form PPA is intended to assist bidders in understanding their obligations under the PPA so as to inform their pricing. RCEA discourages bidders from responding to the RFO with a redline PPA that materially alters the commercial terms. The Officer Certification Form is to ensure the accuracy of the information provided and acknowledge the binding nature of the submitted pricing.

## **Evaluation Criteria**

In evaluating offers from eligible facilities, RCEA will consider both quantitative and qualitative factors. This list is intended to be illustrative and is not an exhaustive list of what RCEA may consider in its evaluation of responses.

### Net Market Value (NMV)

The net market value of the offer will consider the value of the energy that the facility produces, the renewable attributes (Renewable Energy Credits) as well as capacity value as it pertains to the CPUC's Resource Adequacy Program net of expected contract payments. To the extent a facility indicates that it has operating flexibility, the additional benefits will be reflected in the energy value and potentially in the capacity value (if the resource has an Effective Flexible Capacity or "EFC"). Offers will be normalized to NMV per MWh.

### Offer Flexibility

RCEA may show a preference for offers that have lower minimum volume requirements and that provide operational flexibility.

### Project Viability

RCEA will consider qualitative factors related to the viability of its counterparty that include but are not limited to the track record of meeting all permitting, reporting and compliance requirements, the experience of the project team to successfully and sustainably operate the facility, the responder's historical and projected financial position, and any other factors that may influence its ability to deliver energy products under an executed agreement with RCEA.

### Acceptance of Standard Form PPA

RCEA prefers responses that accept the standard form PPA as provided.

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## **Proprietary & Confidential Information**

Submitted offers may include proprietary and/or confidential information. Responders are advised that Section 6253 of the California Public Records Act provides that any person may receive a copy of any identifiable public record that is not exempt from disclosure under other provisions of the Act. RCEA will disclose such documents unless (1) the data submitted in response to this RFP is stamped "Proprietary/Confidential Materials"; and (2) the stamped data qualifies as proprietary and confidential information under the Public Records Act. RCEA reserves the right to release such information to its advisers for purposes of evaluating the Responder's offer. In the event that such release to advisers is made, advisers will be bound to the same standard of care with respect to disclosure as RCEA. Neither RCEA nor its advisers will be liable for any damages resulting from any accidental disclosure before, during, or after this solicitation process, even if the documents are marked as Proprietary/Confidential Materials.

## **Questions**

Please email any questions/comments to [Biomass\\_RFO@redwoodenergy.org](mailto:Biomass_RFO@redwoodenergy.org).

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## **Biomass Offer Form**

to be used for responding to the  
RCEA 2016 Biomass Request for Offers

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**Company Information**

Company / Legal Entity Name			
Street Address			
City		State	
Country			

**Authorized Contact**

Name	
Title	
Phone	
Email	

**Resource Information**

Project Name  
Street Address  
City  
State  
ZIP  
County  
Project Capacity (MW AC)  
CAISO Resource ID  
CEC - RPS - ID #  
Is the resource a Qualifying Facility (QF)?  
Point of Interconnection  
Closest Substation  
Applicable Pricing Node  
Full Capacity Deliverability / Energy Only?


**Site Control**

Type of Site Control  
(Own, Lease, Option to Own, Option to Lease, Other - please specify)  
Date by which Responder Will Have Site Control  
Site Owner Name  
Ownership Type Over Term  
Site Owner Street Address  
Site Owner City  
Site Owner State  
Site Owner Zip  
Site Owner Phone


## Historical Generation

Please include average output (in MW) from the last 3 calendar years that the plant was fully operating. While the spreadsheet default values are 2015, 2014 and 2013, responders should update the year(s) if any earlier years are required to fulfill this requirement.

2015																	
Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17
January																	
February																	
March																	
April																	
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	

2014																	
Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17
January																	
February																	
March																	
April																	
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	

2013																	
Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11	HE12	HE13	HE14	HE15	HE16	HE17
January																	
February																	
March																	
April																	
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	

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HE18	HE19	HE20	HE21	HE22	HE23	HE24

HE18	HE19	HE20	HE21	HE22	HE23	HE24

HE18	HE19	HE20	HE21	HE22	HE23	HE24

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**Generation Profile**

Provide multiple generation profile and pricing sheets as appropriate

Please provide an hourly average forecast of generation for the delivery term (MW)

Month	HE1	HE2	HE3	HE4	HE5	HE6	HE7	HE8	HE9	HE10	HE11
January											
February											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											

**Annual Degradation**

0.00%

**Expected Resource Adequacy**

2017

Month	NQC	EFC
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

DRAFT

HE12	HE13	HE14	HE15	HE16	HE17	HE18	HE19	HE20	HE21	HE22	HE23	HE24

### Pricing

Please provide pricing in \$/MWh.

Note, each responder is required to submit at least one offer that is for a one year term.

	1 year	3 years	5 years
Contract Start Date (mm/dd/yyyy)			
Contract Year 1 Price			
Contract Year 2 Price			
Contract Year 3 Price			
Contract Year 4 Price			
Contract Year 5 Price			
Method of Delivery Term Security (Letter of Credit, Cash)			

DRAFT

# RCEA 2016 Biomass Request for Offers Questionnaire

Response Deadline: 12/2/2016

Email questions/comments to: [Biomass\\_RFO@redwoodenergy.org](mailto:Biomass_RFO@redwoodenergy.org)

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**Company Information**

1. Please describe the corporate ownership structure.

**Resource Information**

2. Please provide a high level description of the facility and a summary of its operation.
3. Please describe the project's fuel supply plans and waste management approach.
4. Please describe any capital spending on the project since January 2013.
5. Please describe what flexibility the Buyer would have to shape energy deliveries for purposes of bidding into the CAISO day-ahead market.
6. Please describe the capability of the facility to receive CAISO communications and ability to respond to curtailment instructions from the CAISO for reliability or economic reasons in the real-time market.
7. Please describe any operational limitations on economically bidding the resource in the day-ahead and real-time markets and responding to CAISO dispatch instructions.

**Team Experience**

8. Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds.

**Compliance**

9. Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, warning, or notice of violation of any laws, regulations, or permits by local, regional, state, or federal agencies, either pending or concluded during the past five (5) years? If "yes," please explain fully including how the issue was resolved in each case. Include all environmental, labor, and safety regulatory actions. For each case, provide the name of the regulatory authority, the nature of the proceeding, and the amount of any fines or penalties assessed.

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10. Provide details of any past or pending litigation against the responder or its parent company or joint venture company by a private or governmental entity contracting with the responder or its parent for energy services, or against such an entity by the responder or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.

#### **Credit**

11. Please provide available information on responder's financial viability including current annual report(s) and recent financial statement(s).
12. Please provide information on credit enhancement techniques responder may consider given some form of longer term power transaction with an entity similar to RCEA.
13. Has the responder ever been delinquent in payments (rents, utilities, loan payments, salaries, etc.) that has resulted in an interruption of operations, legal notice to quit, suspension of utilities, or other action?

#### **Additional Information**

14. Please provide any additional company, contract, market or other information responder believes may be useful to RCEA with respect to contracting with local biomass facilities.

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# REDWOOD COAST Energy Authority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Business Manager
SUBJECT:	CCE Line of Credit

### RECOMMENDATION

Authorize Executive Director to apply for a line of credit from The Headwaters Fund through the Redwood Region Economic Development Commission for \$700K.

### SUMMARY

Community Choice Energy programs in California have typically required several million dollars in start-up funding to launch. RCEA has overcome this hurdle by structuring our program design to have the majority of anticipated initial startup and operating capital requirements provided to RCEA through its contracted service providers, TEA, Noble, and LEAN. This constitutes several hundred thousand dollars in deferred costs for operations services as well as the significant credit and cash-flow requirements for wholesale power procurement. Because RCEA has arranged for services contracts, including procurement, which include financing for the period between when costs are incurred and revenues are received, RCEA's working capital requirements are greatly reduced.

However, RCEA still has to cover internal costs including CCE-focuses staffing. The balance of startup funding to date has been provided from RCEA's general fund. In June 2016 RCEA Board of Directors approved exploring an application to the Headwaters Community Investment Fund for a limited-term \$700,000 line of credit for additional launch-period working capital to cover RCEA staffing and other internal costs. This proposed line of credit was included in the FY16-17 budget approved by the Board. RCEA is working with the Redwood Region Economic Development Commission to prepare an application to submit to the Headwaters Fund.

If the loan application is approved, the final proposed loan agreement will be presented to the RCEA Board at a future meeting for review and approval of the final terms. It is anticipated that the loan will be drawn down in the 2016-17 fiscal year, and will then be repaid (including interest) to RREDC over a maximum sixty-month term starting the month after the loan is approved and funded. RCEA will recover the principal and interest costs associated with the start-up funding via retail generation rates charged to Program customers. It is anticipated that the start-up costs will be fully recovered through such customer generation rates within the first five years of operations.

RCEA's financing needs are primarily for incremental resources needed to meet staffing costs. RCEA projects the need for a loan of \$700,000 to cover:

- The addition of CCE-focused staff;
- Part-time support from existing administration and operations staff to manage startup activities;
- RCEA General Counsel costs;
- Any outreach, community engagement, and consultant costs beyond what is provided by RCEA core services providers;
- Office equipment, software, and training associated with additional staff and increased functional needs;
- A proportional share of general overhead to cover staff-based services for the additional headcount, such as HR, IT, and facilities.

RCEA has a general fund reserve balance that could be drawn down to cover these costs and then repaid from CCE program revenue, but all of RCEA's current funding is on a reimbursable basis. Therefore having a healthy general fund balance and/or line of credit is necessary to manage cash-flow for daily operations.

## **FINANCIAL IMPACTS**

Repayment of the proposed line of credit and associated interest is being factored into the CCE budget design to be fully covered through retail power sales revenue. RCEA has already assigned initial staff to develop the CCE program and meet the launch target of May 2017. Without moving forward with the line of credit RCEA would have to significantly reduce staff engagement on the program development (leaving the work to the consultant team, with limited staff involvement) as well as delaying the timeline for staffing ramp-up and training until after the program has launched – these impacts would likely delay the launch timeline and potentially impact the quality of program delivery.

## **ACTION REQUIRED**

Authorize Executive Director to apply for a line of credit from The Headwaters Fund through the Redwood Region Economic Development Commission for \$700K.



# Communications Plan Overview



REDWOOD COAST  
**Energy**Authority

## COMMUNITY CHOICE ENERGY PROGRAM

# Goals & objectives

Our **primary goal** is to educate, inform and inspire the ratepayers of Humboldt County, earning trust and enthusiastic support for Community Choice Energy.

## **Core objectives:**

- Develop brand awareness
- Create a trusted “household name”
- Ensure program acceptance
- Opt outs less than 10%

# Our central message

Lower rates.

Local control.

Same reliable  
service.

# Our audience

- All residential and non-residential electric customers, *except*:
  - Direct access customers (about 130 countywide, including HSU, St. Joseph Hospital, a number of national chains, and a small number of residential customers)
  - Residents and businesses in communities not participating in CCE (Rio Dell and Ferndale at this time)

# Product sub-brand names and marks



# Collateral and website

## Collateral *(in process)*

- Brochures – English and Spanish
- Posters
- PowerPoint frames *(for meetings/presentations)*
- Document headers *(for press releases, editorials, announcements)*

## Dedicated website

- Version 1.0 December *(pre-enroll)*
- Version 2.0 mid-late January *(pre-launch)*

# Other vehicles for public awareness

Enrollment notices x 4 (*beginning Feb. 2017*)

## Advertising campaign

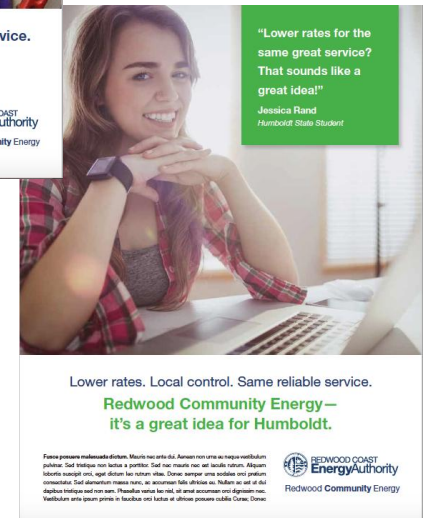
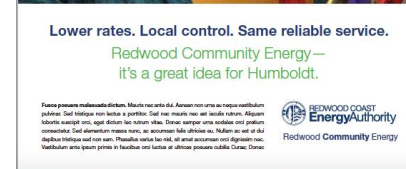
- Print ads *Feb-April 2017*
- Bus sides/back *Mar-May 2017*
- Digital ads *Feb-May*
- Radio ads *April-May*

Earned advertising *editorials, PR*

Social media *Dec-ongoing*

Event attendance/sponsorships *ongoing*

Community meetings/Q&A *ongoing*





# REDWOOD COAST EnergyAuthority

## STAFF REPORT

AGENDA DATE:	October 17, 2016
TO:	Board of Directors
PREPARED BY:	Office Manager
SUBJECT:	Transition Plan Update for Finance and Administrative Services

### PROGRESS TO DATE:

Materials for the 13-14 audit are currently being finalized by the auditing firm, and it is anticipated that the document will be presented to the Board at the November meeting.

Office Manager continues to work with CPA staff on the 14-15 books. Accountant's adjustments are expected to be returned during the week of October 17<sup>th</sup>. Staff anticipates completion of final document prep and presentation of the 14-15 books to the auditor no later than mid-November.

It should be noted that schedules are currently somewhat compromised for both the auditing and CPA firms due to the October tax filing deadline.

Staff training continues to move forward. As of October 10, the AP Clerk has begun processing billing, payroll and banking tasks with minimal oversight from the Office Manager. HR tasks, consisting of new employee intake, Workers' Compensation coordination, and Benefits administration have also been transferred.

The Program Assistant has achieved a working knowledge of assigned tasks, and is now performing duties with guidance from the Office Manager.

### RECOMMENDED ACTIONS:

None at this time.