



Redwood Coast Energy Authority
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BOARD OF DIRECTORS MEETING AGENDA

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

August 20, 2018
Monday, 3:15 p.m.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Clerk of the Board at the phone number, email or physical address listed above at least 72 hours in advance.

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board of Directors, including those received less than 72 hours prior to the RCEA Board meeting, will be made available to the public in the agenda binder located in the RCEA lobby during normal business hours, and at www.redwoodenergy.org.

PLEASE NOTE: Speakers wishing to distribute materials to the Board at the meeting are asked to provide 12 copies to the Clerk of the Board.

OPEN SESSION Call to Order

1. REPORTS FROM MEMBER ENTITIES

2. ORAL COMMUNICATIONS

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

3. CONSENT CALENDAR

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

3.1 Approve Minutes of:

3.1.1 July 16, 2018, Board Regular Meeting.

3.1.2 July 23, 2018, Board Special Meeting.

3.2 Approve Disbursements Reports.

3.3 Approve Resolution 2018-7 Amending the Redwood Coast Energy Authority

Conflict of Interest Code and Authorize Submittal to Humboldt County Board of Supervisors for Review.

4. REMOVED FROM CONSENT CALENDAR ITEMS

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

5. OLD BUSINESS

Offshore Wind Energy Development Project

- 5.1 Approve Offshore Wind Energy Development Cooperation Agreement with EDPR Offshore North America, Principle Power, and Aker Solutions, and authorize the Executive Director to execute the agreement and any other associated documents as necessary, contingent on final review and approval by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee.
- 5.2 Approve a Memorandum of Understanding between the Humboldt Fishermen's Marketing Association and RCEA, and authorize the Executive Director to execute the agreement contingent on final review and approval by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee.

6. NEW BUSINESS

- 6.1 CivicSpark Capacity-Building Fellow for the Community Choice Energy and Public Agency Solar Pilot Programs

Approve 2018-2019 CivicSpark Program service agreement for \$25,500 with the Local Government Commission.

- 6.2 Negotiated Contract Price Reduction with Calpine Energy Solutions, a Community Choice Energy Program Service Provider

Approve Amendment No. 1 to Professional Services Agreement between Calpine Energy Solutions, LLC ("DM Services Provider") and Redwood Coast Energy Authority ("RCEA").

- 6.3 Preliminary Year-End Budget Numbers for Fiscal Year 2017-2018

Accept Financial Report.

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

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

7. OLD CCE BUSINESS - None

8. NEW CCE BUSINESS

- 8.1 Community Choice Energy-Funded Customer Programs

Approve staff-identified list of CCE-funded customer programs and budgets.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

9. STAFF REPORTS

9.1 Report by Executive Director Matthew Marshall

- Terra Gen wind project
- Airport Solar Microgrid Project USDA Rural Utilities Service Loan

10. DATES OF FUTURE MEETINGS

- 10.1** Regular meeting on Monday, September 17, 2018, at 3:15 p.m. in the Humboldt Bay Municipal Water District Board Room.

11. ADJOURNMENT

NEXT REGULAR MEETING

Monday, September 17, 2018, 3:15 p.m.
Humboldt Bay Municipal Water District Office
828 7th Street, Eureka, CA 95501

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DRAFT BOARD OF DIRECTORS MEETING MINUTES

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

**July 16, 2018
Monday, 3:15 p.m.**

A regular meeting of the Board of Directors of the Redwood Coast Energy Authority was held on the above date at 3:14 p.m. with Chair Sheri Woo presiding. Notice of this meeting was posted on July 12, 2018. PRESENT: Austin Allison, Dwight Miller, Bobbi Ricca, Michael Sweeney, Vice-Chair Michael Winkler, Chair Sheri Woo. ABSENT: Estelle Fennell, Dean Glaser, Frank Wilson. STAFF PRESENT: Business Development and Planning Director Lori Biondini, Power Resources Manager Allison Campbell, Power Resources Director Richard Engel, Power Resources Specialist Jocelyn Gwynn, Finance Manager Nicole Halvorsen, Account Services Manager Mahayla Slackerelli, Community Strategies Manager Nancy Stephenson, General Counsel Nancy Diamond and TEA Consultant Jeff Fuller.

REPORTS FROM MEMBER ENTITIES

Chair Woo stated Humboldt Bay Municipal Water District received a notice to proceed from the California Wildlife Conservation Board for scientific studies required for an application to dedicate the Mad River's unused instream flow for environmental benefit. Chair Woo thanked RCEA staff for assisting during Executive Director Marshall's absence and commended Acting Executive Director Biondini for representing RCEA well during a KHSU radio program on offshore wind energy.

Director Sweeney commended Staff Director Jacobson for facilitating, and Staff Manager Stephenson for assisting with, the July 10 Community Advisory Committee meeting.

ORAL COMMUNICATIONS

Chair Woo invited public comment.

Regional Government Services' Kendall Flint made a presentation on behalf of the City of Eureka about the proposed ½ cent road repair sales tax which will be on the November ballot. She explained that Eureka's roads are in fair condition and that if no additional revenue is raised, roads will deteriorate in the next 10 years and cost over \$84 million to repair. If approved in November, the sales tax will generate about \$2.2 million that can be leveraged for state funding to keep roads near current condition at greatly lower cost.

Chair Woo closed public comment.

CONSENT CALENDAR

3.1 Approve Minutes of June 18, 2018, Board Meeting.

Chair Woo invited public comment. No one came forward to speak. Chair Woo closed public comment.

M/S: Miller, Allison: Approve consent calendar items.

The motion passed on a unanimous voice vote. Ayes: Allison, Miller, Ricca, Sweeney, Winkler, Woo. Noes: None. Absent: Fennell, Glaser, Wilson. Abstentions: None.

OLD BUSINESS - Offshore Wind Update

Counsel Diamond stated that a draft agreement is close to completion and will cover the project through the Bureau of Ocean Energy Management lease application, create a project company as a funding mechanism and identify RCEA's legal relationship to the project. Acting Executive Director Biondini suggested the Board schedule a special meeting to review the draft agreement in a timely manner.

Chair Woo invited public comment. No one came forward to speak. Chair Woo closed public comment.

M/S: Miller, Ricca: Schedule a Special Meeting of the Redwood Coast Energy Authority Board of Directors for Monday, July 23, 2018, at 3:15 p.m. to discuss and approve the Humboldt Offshore Wind Energy Development cooperation agreement.

The motion passed on a unanimous voice vote. Ayes: Allison, Miller, Ricca, Sweeney, Winkler, Woo. Noes: None. Absent: Fennell, Glaser, Wilson. Abstentions: None.

NEW BUSINESS - Humboldt Redwood Company Power Purchase Agreement

Power Resources Director Engel explained that, for estate management purposes, Humboldt Redwood Company (HRC) owners would like to assign the existing biomass power purchase agreement to the Humboldt Sawmill Company.

It was questioned whether the Board could deny approval of assignment, let the contract expire and seek a more affordable renewable energy source since HRC biomass is the most expensive energy RCEA currently purchases. Counsel Diamond stated that the legal standard for not approving a commercial transaction is whether the transaction is financially unreasonable and the new party cannot meet the old party's obligations. Counsel Diamond explained there is currently no change to financial capability and no basis for disapproval of the assignment. Non-approval, she stated, would likely not be upheld in court.

Chair Woo invited public comment. No one came forward to speak. Chair Woo closed public comment.

M/S: Winkler, Allison: Consent to assignment of the existing biomass power purchase agreement (PPA) from Humboldt Resource Company, LLC to Humboldt Sawmill Company, LLC, and authorize the Acting Executive Director to execute all necessary documents.

The motion passed on a unanimous voice vote. Ayes: Allison, Miller, Ricca, Sweeney, Winkler, Woo. Noes: None. Absent: Fennell, Glaser, Wilson. Abstentions: None.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS - Integrated Resource Plan (IRP)

Chair Woo determined a CCE quorum was not present. Counsel Diamond stated that energy risk management is risk borne by the full Board, so this item should be discussed as non-CCE old business. Integrated Resource Plan discussion, she stated, must be conducted with a CCE quorum present. Staff was directed to include the Integrated Resource Plan in the July special meeting agenda.

OLD BUSINESS, CONTINUED - Energy Risk Management Plan Quarterly Report

Jeff Fuller of The Energy Authority (TEA) narrated a presentation on RCEA's financial outlook. He stated the agency was on track to meet the Board-adopted savings goals of \$2 million annually and \$35 million in the rate stabilization fund after the first five years. Building financial reserves, he stated, is the agency's best risk management tool given upcoming requirements for 3-years-ahead local resource adequacy commitments and long-term power purchase agreements, potential PG&E rate decreases and the California Public Utilities Commission's power charge indifference adjustment, or exit fee, ruling. He stated that future conditions could trigger the material change provision in the Humboldt Redwood Company contract, and that developments will be included in October's quarterly energy risk management report.

The State's reasons for requiring longer-term power procurement contracts were discussed. Mr. Fuller explained that the State is trying to ensure adequate energy supplies for peak day loads during the transition to more renewable resources and is requiring all load serving entities to enter into power purchasing contracts three years in advance so power providers, including legacy gas-powered generators, can plan to provide electricity while remaining financially viable.

Mr. Fuller stated that RCEA may want to consider pursuing an investment-grade credit rating, and that the agency should focus on rating agency considerations: maintaining 150 days of cash on hand, or approximately \$25 million, to cover total operating costs; and avoiding an opt out rate of more than 20%. Meeting the reserve targets could play a crucial role in obtaining an investment-grade rating, he stated, which may assist in meeting long-term procurement contract requirements.

During discussion of longer-term contract risks and tracking long-term trends, it was clarified that diversification remains a good risk management strategy, that RCEA and TEA are collaborating on risk analysis and that RCEA also communicates closely with other community choice aggregators statewide on procurement strategy.

Questions were raised about RCEA's possible response to large, new, local power generators such as offshore wind and to a potential increase in state greenhouse gas reduction goals. Staff Director Engel stated that as RCEA is already significantly exceeding the state's greenhouse gas emission reduction requirements, this is a minor risk, and that RCEA would likely be a minority customer for expensive, new power generators.

Chair Woo stated that liquid assets are a good hedge for RCEA and requested that staff inform the Board when program cutbacks are required to increase reserves.

Chair Woo invited public comment.

Member of the public Ellen Golla inquired whether the presentation's greenhouse gas (GHG) figures assume that biomass is carbon neutral. Staff Director Engel stated that the TEA report follows state GHG accounting rules which count only fossil fuel, or non-biogenic, emissions for biomass energy, not wood burning, or biogenic, emissions. Ms. Golla stated that carbon neutrality's current definition is controversial and that black carbon pollutants from biomass plants contribute to climate change.

Chair Woo closed public comment.

M/S: Winkler, Miller: Accept Energy Risk Management Plan quarterly report.

The motion passed on a unanimous voice vote. Ayes: Allison, Miller, Ricca, Sweeney, Winkler, Woo. Noes: None. Absent: Fennell, Glaser, Wilson. Abstentions: None.

STAFF REPORTS – July 10, 2018 Community Advisory Committee Meeting

Community Strategies Manager Stephenson reported that the Community Advisory Committee discussed their charter and staff suggested creating a chair and co-chair position to facilitate calling special meetings. The Committee may appoint members to those positions at an August 21 special meeting.

Ms. Stephenson described the Committee's input on staff-proposed Community Choice Energy-funded customer programs which included: that customer programs be equitable; an interest in helping financially disadvantaged people gain access to cleaner energy technology over incentivizing more affluent people to adopt clean energy options; a desire to address gaps in existing programs and requests for broadly-accessible language in project outreach efforts.

Chair Woo invited public comment. No one came forward to speak. Chair Woo closed public comment.

ADJOURNMENT

Chair Woo adjourned the meeting at 4:23 p.m.

Respectfully Submitted,

Lori Taketa
Clerk of the Board



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DRAFT BOARD OF DIRECTORS SPECIAL MEETING MINUTES

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

Monday, July 23, 2018

A special meeting of the Board of Directors of the Redwood Coast Energy Authority was held on the above date and place at 3:46 p.m. with Chair Sheri Woo presiding. Notice of this meeting was posted on July 18, 2018, and the agenda was posted on July 20, 2018.

PRESENT: Directors Austin Allison, Dean Glaser, Dwight Miller, Bobbi Ricca, Michael Sweeney, Frank Wilson, Vice-Chair Michael Winkler, Chair Sheri Woo. Estelle Fennell arrived at 4:21 p.m.

ABSENT: None.

STAFF PRESENT: Acting Executive Director Lori Biondini, Power Resources Manager Allison Campbell, General Counsel Nancy Diamond, Power Resources Director Richard Engel, Power Resources Specialist Jocelyn Gwynn, Account Services Manager Mahayla Slackerelli.

ORAL COMMUNICATIONS

Vice-Chair Winkler informed everyone that Terra-Gen would hold public forums on their Monument Ridge wind project on Wednesday, July 25 at the Fortuna Veterans Hall, and again on Thursday, July 26 at the Aquatic Center in Eureka.

Chair Woo invited public comment. No member of the public came forward to speak. Chair Woo closed public comment.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS

Chair Woo determined that a CCE quorum was present.

NEW CCE BUSINESS - Integrated Resource Plan (IRP)

Power Resources Manager Campbell reported on the 2018 Integrated Resource Plan (IRP) which the California Public Utilities Commission (CPUC) required all load-serving entities to file by August 1. Staff Manager Campbell explained that the CPUC is doing long-term planning and wants to integrate all load-serving entities in projected total greenhouse gas emissions for 2030. For this compliance filing, Ms. Campbell stated the CPUC required RCEA's portfolio not exceed 111,000 metric tons of CO₂ emissions in 2030.

Chair Woo stated the public might interpret this IRP as saying that RCEA has no biomass contracts by 2026.

Director Glaser stated that he opposed leaving RCEA's biomass partners without power purchasers.

Staff Manager Campbell clarified that biomass existing contracts and battery planned storage volume were the only known quantities reflected in the IRP and that projected future biomass contracts were not included to preserve the agency's negotiating ability.

Acting Director Biondini stressed that this IRP is a compliance document, does not bind the organization to any power purchasing decisions, and that final power procurement decisions are made by the Board, and not the CPUC.

Chair Woo requested the IRP language be edited to reinforce that local biomass volumes reflect existing, not anticipated, contracts, and that RCEA makes no affirmative statement regarding future contracts or policies. Counsel Diamond requested inclusion of a statement that no current contractual commitments exist for wind and solar energy. Chair Woo requested that the Board's program launch guidelines be included as an attachment to the report.

Staff Manager Campbell stated that staff would like to do an integrated resource plan in the future that reflects the Board's power procurement guidelines. That IRP, she stated, would be a useful tool to inform RCEA's procurement decisions.

Director Wilson stated that the future, Board guideline-based, IRP would help reflect RCEA's fulfillment of renewable power supply promises made to the County.

Director Ricca requested that it be made clear that RCEA's future IRP, and not the CPUC-mandated plan, reflects the agency's actual power procurement policies to avoid the mistaken perception that the agency committed to one level of biomass procurement in the CPUC IRP, then adjusted the level in a subsequent document.

Director Glaser stated he questioned the CPUC's intentions for requiring this filing and suggested RCEA network with other CCAs. Staff Manager Campbell confirmed that RCEA recently hosted a CalCCA procurement team meeting and discussed the CPUC-lead IRP process.

Chair Woo invited public comment.

Member of the public Ellen Golla commented that while the IRP states that RCEA's long-term energy procurement is not expected to negatively impact local air quality, local biomass power is polluting the air with benzene and other harmful substances. Ms. Golla stated that the document was disappointing and indicates RCEA is not working towards cleaner energy.

RCEA Community Advisory Committee member Dr. Norman Bell, speaking as a member of the public, stated that local biomass emissions are small compared to the national and international biomass industry's emissions and stressed the importance of RCEA's offshore wind development. Dr. Bell asked the Board to weigh two factors when making power procurement choices: 1) how much it costs to produce a megawatt of electricity, and 2) how much CO₂ that choice puts into the atmosphere and contributes to global climate change.

Chair Woo closed public comment.

Chair Woo verified that the IRP reflects that RCEA followed its own guidelines and policies.

Director Glaser stated he would like the agency to maintain its emissions standards until the State requires more stringent standards.

Upon inquiry by Chair Woo, Staff Director Engel stated that the Schatz Energy Research Center's preliminary model results for its statewide biomass power impact study would be ready in December 2018 and would include the industry's greenhouse gas emission impacts.

M/S: Miller, Glaser: Approve 2018 Integrated Resource Plan, with changes made as indicated in attached version and as discussed in this meeting, and authorize submittal to the California Public Utilities Commission.

The motion passed on a unanimous voice vote. Ayes: Allison, Fennell, Glaser, Miller, Ricca, Sweeney, Wilson, Winkler. Noes: None. Absent: None. Abstentions: Woo (non-voting).

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

Chair Woo adjourned the meeting at 4:24 p.m.

Respectfully submitted,

Lori Taketa
Clerk of the Board

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Redwood Coast Energy Authority

Disbursements Report

As of May 31, 2018

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Check	05/07/2018	ACH	The Energy Authority	#20180507	-111,473.55
Check	05/10/2018	EFT	CoPower	June Premium	-254.50
Check	05/15/2018	ACH	The Energy Authority	#20180515	-1,968,175.03
Check	05/23/2018	ACH	The Energy Authority	#20180523	-49,086.68
Check	05/24/2018	ACH	Humboldt Redwood Co.	April Biomass	-700,904.97
Check	05/25/2018	ACH	CalPine	April Services	-114,871.07
Check	05/29/2018	ACH	The Energy Authority	#20180529	-15,047.68
Paycheck	05/10/2018		Payroll	Payroll 4/15-4/30/18	-53,881.86
Bill Pmt -Check	05/11/2018	7843	ABC Office Equipment	May print charges/service contract.	-309.27
Bill Pmt -Check	05/11/2018	7844	AM Conservation	Bulb purchases	-1,625.55
Bill Pmt -Check	05/11/2018	7845	Arcata Technology Center	Site Host Reimbursement 01/01/18-03/31/18	-421.00
Bill Pmt -Check	05/11/2018	7846	Avcollie, M.	April mileage reimbursement.	-91.56
Bill Pmt -Check	05/11/2018	7847	Bailey Electric	Humboldt Performance Auto/ Audit 5016	-1,213.91
Bill Pmt -Check	05/11/2018	7848	Bishop, M.	April mileage	-73.68
Bill Pmt -Check	05/11/2018	7849	Bithell, M.	Purchase reimbursements	-61.29
Bill Pmt -Check	05/11/2018	7850	Blue Lake Rancheria	Site Host Reimbursement 01/01/18-03/31/18	-122.51
Bill Pmt -Check	05/11/2018	7851	Boudreau, D.	Purchase reimbursements	-77.94
Bill Pmt -Check	05/11/2018	7852	Braun Blaising Smith Wynne	Legal services	-3,568.92
Bill Pmt -Check	05/11/2018	7853	Burks, K.	April mileage	-109.16
Bill Pmt -Check	05/11/2018	7854	California Coastal Endeavors	Get Real Ventures self-install rebate/Audit 4744.	-555.42
Bill Pmt -Check	05/11/2018	7855	Central Office	Miscellaneous printing services	-240.61
Bill Pmt -Check	05/11/2018	7856	Chapman, R.	April mileage reimbursement	-151.62
Bill Pmt -Check	05/11/2018	7857	City of Arcata	April Utility User Tax	-7,560.15
Bill Pmt -Check	05/11/2018	7858	City of Blue Lake	Site Host Reimbursement 01/01/18-03/31/18	-10.28
Bill Pmt -Check	05/11/2018	7859	City of Eureka-Water	Water service, 03/26/18-04/26/18	-164.22
Bill Pmt -Check	05/11/2018	7860	City of Trinidad	Site Host Reimbursement 01/01/18-03/31/18	-43.42
Bill Pmt -Check	05/11/2018	7861	Core Care	Core Care self-install rebate/Audit 5270	-128.48
Bill Pmt -Check	05/11/2018	7862	Cougar Mountain Software, Inc.	Misc. additional charges	-2,549.54
Bill Pmt -Check	05/11/2018	7863	Crestmark Architectural Millworks	Crestmark self-install rebate/Audit 5149	-6,800.00
Bill Pmt -Check	05/11/2018	7864	Cutten School District	Cutten Elementary self-install rebate/Audit 3441	-1,846.78

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/11/2018	7865	Dell USA	PowerEdge servers	-16,155.02
Bill Pmt -Check	05/11/2018	7866	Diamond, Nancy	Legal services	-2,000.00
Bill Pmt -Check	05/11/2018	7867	DK Market	DK Market self-install rebate/Audit 4752.	-3,536.63
Bill Pmt -Check	05/11/2018	7868	EMT Lighting	CA National Guard self-install rebate/Audit 5104.	-3,877.34
Bill Pmt -Check	05/11/2018	7869	Engel, R.	Travel reimbursement: CalCCA meetting & CCE Su	-195.05
Bill Pmt -Check	05/11/2018	7870	Enterprise Tolls	Toll Fine: Rental agreement #20G7VF	-8.95
Bill Pmt -Check	05/11/2018	7871	Eureka Rubber Stamp	Nameplates	-315.20
Bill Pmt -Check	05/11/2018	7872	FedEx	Shipping materials	-10.30
Bill Pmt -Check	05/11/2018	7873	Feit Electric	LED Stock - PO#1230	-574.63
Bill Pmt -Check	05/11/2018	7874	Fischer, A.	Purchase reimbursement	-190.96
Bill Pmt -Check	05/11/2018	7875	GHD	Site Host Reimbursement 01/01/18-03/31/18	-201.93
Bill Pmt -Check	05/11/2018	7876	Hilson, D.	April mileage reimbursement	-108.84
Bill Pmt -Check	05/11/2018	7877	Humboldt Lighting, LLC.	Shafer's self-install rebate/Audit 4268	-10,447.25
Bill Pmt -Check	05/11/2018	7878	Ilgunas, A.	Purchase reimbursement	-25.45
Bill Pmt -Check	05/11/2018	7879	Jacobson, L.	Tavel reimbursement	-314.50
Bill Pmt -Check	05/11/2018	7880	KHSU-FM	Radio Underwriting	-305.00
Bill Pmt -Check	05/11/2018	7881	Krause Family Foundation	Leading Lights project	-6,560.00
Bill Pmt -Check	05/11/2018	7882	Means, M.	April mileage	-134.51
Bill Pmt -Check	05/11/2018	7883	North Coast Cleaning	April Cleaning Service	-402.00
Bill Pmt -Check	05/11/2018	7884	North Coast Journal	Print advertisements	-1,150.00
Bill Pmt -Check	05/11/2018	7888	North Coast Unified Air Quality	Site Host Reimbursement 01/01/18-03/31/18	-195.85
Bill Pmt -Check	05/11/2018	7889	NYLEX.net, Inc.	Onsite network support services - April	-3,200.00
Bill Pmt -Check	05/11/2018	7890	PG&E CCA	Aggregate Data Charge	-4,475.00
Bill Pmt -Check	05/11/2018	7891	PG&E EV Account	EV stations March	-278.19
Bill Pmt -Check	05/11/2018	7892	Pitney Bowes-Rental	April postage meter rental	-21.69
Bill Pmt -Check	05/11/2018	7893	Platt/Rexel	Bulb purchases	-29,846.68
Bill Pmt -Check	05/11/2018	7894	Recology	April garbage service	-85.40
Bill Pmt -Check	05/11/2018	7895	SDRMA Dental	May Premium	-1,366.02
Bill Pmt -Check	05/11/2018	7896	SDRMA Medical	June premium.	-17,684.76
Bill Pmt -Check	05/11/2018	7897	St. Joseph Hospital	Site Host Reimbursement 01/01/18-03/31/18	-341.27
Bill Pmt -Check	05/11/2018	7898	Suddenlink Communications	Internet access	-1,068.11
Bill Pmt -Check	05/11/2018	7899	Taketa, L.	April purchase reimbursement	-42.65
Bill Pmt -Check	05/11/2018	7900	Terry, P.	April travel reimbursement	-236.26

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/11/2018	7901	Times Printing Company	Printing services	-1,548.08
Bill Pmt -Check	05/11/2018	7902	Verizon Wireless	Apr tablet/cell service for field staff/mobile broadband	-228.98
Bill Pmt -Check	05/11/2018	7903	City of Arcata	Site Host Reimbursement 01/01/18-03/31/18	-570.62
Bill Pmt -Check	05/11/2018	7904	City of Blue Lake	April Utility User Tax	-717.04
Bill Pmt -Check	05/11/2018	7905	City of Arcata	April High Energy Use Tax	-2,002.97
Bill Pmt -Check	05/11/2018	7906	City of Arcata	D St. Community Center self-install rebate/Audit 50%	-351.36
Liability Check	05/17/2018	E-pay	EDD	499-0864-3 QB Tracking # -1615439182	-4,039.11
Liability Check	05/17/2018	E-pay	Internal Revenue Service	74-3104616 QB Tracking # -1615433182	-20,258.02
Liability Check	05/17/2018	E-pay	EDD	499-0864-3 QB Tracking # -1615419182	-71.80
Bill Pmt -Check	05/18/2018	EFT	VISA	April Statement 03/22/18- 04/18/18	-14,870.50
Paycheck	05/25/2018		Payroll	Payroll 5/1-5/15/18	-54,349.48
Liability Check	05/28/2018	E-pay	EDD	499-0864-3 QB Tracking # -2054864082	-4,029.02
Liability Check	05/28/2018	E-pay	Internal Revenue Service	74-3104616 QB Tracking # -2054859082	-20,289.38
Liability Check	05/28/2018	E-pay	EDD	499-0864-3 QB Tracking # -2054857082	-93.77
TOTAL					<u>-3,158,722.67</u>

Redwood Coast Energy Authority Disbursements Report

As of June 30, 2018

					Accrual Basis
Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	06/01/2018	7909-40	NEM Customers	Net Energy Metering Yearly Cash Out	-6,704.19
Check	06/05/2018	ACH	The Energy Authority	#20180605	-25,085.76
Check	06/08/2018	EFT	CoPower	July Premium	-254.50
Check	06/12/2018	ACH	The Energy Authority	#20180612	-97,517.42
Check	06/18/2018	ACH	The Energy Authority	#20180618	-1,789,256.48
Check	06/22/2018	ACH	CalPine	May Services	-115,143.71
Check	06/22/2018	ACH	DG Fairhaven	May Biomass	-207,826.83
Check	06/22/2018	ACH	Humboldt Redwood Co.	May Biomass	-823,088.40
Check	06/25/2018	ACH	The Energy Authority	#20180625	-67,454.97
Liability Check	06/08/2018	E-pay	EDD	499-0864-3 QB Tracking # -1627060082	-4,274.87
Liability Check	06/08/2018	E-pay	Internal Revenue Service	74-3104616 QB Tracking # -1627054082	-21,379.38
Liability Check	06/08/2018	E-pay	EDD	499-0864-3 QB Tracking # -1627049082	-104.97
Bill Pmt -Check	06/08/2018	7941	AM Conservation	LED Stock	-447.07
Bill Pmt -Check	06/08/2018	7942	APP Imprints, LLC	4gb memory drives	-227.58
Bill Pmt -Check	06/08/2018	7943	Arcata Mainstreet	Oyster Shooter Sponsor Package - OysterFest 2018	-2,500.00
Bill Pmt -Check	06/08/2018	7944	AT&T	May Telephone Service	-2,127.29
Bill Pmt -Check	06/08/2018	7945	Avcollie, M.	May mileage reimbursement.	-98.92
Bill Pmt -Check	06/08/2018	7946	Best Cleaners	Linens laundering	-11.25
Bill Pmt -Check	06/08/2018	7947	Bicoastal Media, LLC	Radio advertising	-990.00
Bill Pmt -Check	06/08/2018	7948	Bishop, M.	May mileage	-121.43
Bill Pmt -Check	06/08/2018	7949	Bithell, M.	May travel reimbursement	-19.26
Bill Pmt -Check	06/08/2018	7950	Bob White Electric	Server rack installation	-3,960.00
Bill Pmt -Check	06/08/2018	7951	Burks, K.	May mileage	-138.35
Bill Pmt -Check	06/08/2018	7954	Chapman, R.	Mleage reimbursement	-163.12
Bill Pmt -Check	06/08/2018	7955	City of Crescent City	Class "O" Business License	-19.00
Bill Pmt -Check	06/08/2018	7956	Crescent City - Del Norte Chamber of Comm	Crescent City - Del Norte Chamber of Commerce Fe	-300.00
Bill Pmt -Check	06/08/2018	7957	CSDA	Workshop fees	-164.00
Bill Pmt -Check	06/08/2018	7958	Dell USA	XPS 13 (9370) Laptop	-1,383.80
Bill Pmt -Check	06/08/2018	7959	Diamond, Nancy	Legal services	-6,079.10
Bill Pmt -Check	06/08/2018	7960	Eureka Oxygen	Annual fire extinguisher service	-191.00

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	06/08/2018	7961	FedEx	Shipping documents	-28.54
Bill Pmt -Check	06/08/2018	7962	Green Ideals	Consulting for CCE program - April	-75.00
Bill Pmt -Check	06/08/2018	7963	Headwaters Fund - Interest	May loan payment	-50,000.00
Bill Pmt -Check	06/08/2018	7964	Hilson, D.	May mileage reimbursement	-63.22
Bill Pmt -Check	06/08/2018	7965	HSU Fdn FCEV ARV-14-055	Contract services	-13,861.23
Bill Pmt -Check	06/08/2018	7966	Humboldt Area Foundation	"Flipping the Script" - A. Campbell	-60.00
Bill Pmt -Check	06/08/2018	7967	Kenny, H.	May mileage reimbursement	-21.58
Bill Pmt -Check	06/08/2018	7968	KHSU-FM	Radio Underwriting - June	-75.00
Bill Pmt -Check	06/08/2018	7969	Local Government Commission	April Civic Spark program support	-4,636.36
Bill Pmt -Check	06/08/2018	7970	Mad River Union	Half page ad - OysterFest	-225.00
Bill Pmt -Check	06/08/2018	7971	Means, M.	May mileage	-133.14
Bill Pmt -Check	06/08/2018	7972	Mission Uniform & Linen	Janitorial supplies	-203.52
Bill Pmt -Check	06/08/2018	7973	North Coast Cleaning	May Cleaning Service	-402.00
Bill Pmt -Check	06/08/2018	7974	Northern CA Safety Consortium	CPR & First Aid Training	-1,120.00
Bill Pmt -Check	06/08/2018	7975	NYLEX.net, Inc.	IT Services	-5,476.50
Bill Pmt -Check	06/08/2018	7976	Occupational Health Services of Mad River	Respiratory Check - K. Burks	-25.00
Bill Pmt -Check	06/08/2018	7977	Owen, P.	May mileage reimbursement.	-93.20
Bill Pmt -Check	06/08/2018	7978	PG&E CCA	April CCE Charges	-21,853.79
Bill Pmt -Check	06/08/2018	7979	PG&E EV Account	EV stations April	-250.01
Bill Pmt -Check	06/08/2018	7980	PG&E Utility Account	April utilities/lighting upgrade financing	-770.47
Bill Pmt -Check	06/08/2018	7981	Pierson's Home Ctr	Mellaneous purchases.	-249.79
Bill Pmt -Check	06/08/2018	7982	Pitney Bowes-Rental	May postage meter rental	-21.69
Bill Pmt -Check	06/08/2018	7983	Platt/Rexel	Bulb purchases	-2,394.29
Bill Pmt -Check	06/08/2018	7984	Ponting, W.	Mileage reimbursements	-182.85
Bill Pmt -Check	06/08/2018	7985	Ramone's	Catering Services	-200.09
Bill Pmt -Check	06/08/2018	7986	Recology	May garbage service	-85.40
Bill Pmt -Check	06/08/2018	7987	SDRMA Dental	June Premium	-981.89
Bill Pmt -Check	06/08/2018	7988	SDRMA Medical	July premium.	-21,201.72
Bill Pmt -Check	06/08/2018	7989	Slackerelli, M.	May mileage reimbursement	-14.98
Bill Pmt -Check	06/08/2018	7992	Times Printing Company	Move in mailing service	-776.76
Liability Check	06/08/2018	7994	CA State Disbursement Unit	#200000001075867	-127.00
Liability Check	06/08/2018	7995	Umpqua Bank	74-3104616	-558.36
Liability Check	06/08/2018	7996	Calvert	74-3104616	-11,803.52

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	06/08/2018	7997	Sonoma County Office of Education	April 2018 Professional Services.	-125.00
Bill Pmt -Check	06/08/2018	7998	Suddenlink Communications	Internet access	-800.00
Bill Pmt -Check	06/08/2018	7999	Winzler, John	Office Lease - June	-4,350.00
Paycheck	06/08/2018		Payroll	Payroll 5/15-5/31/18	-53,409.32
Bill Pmt -Check	06/19/2018	8000	NYLEX.net, Inc.	Exchange and AD Licenses	-7,178.93
Bill Pmt -Check	06/20/2018	EFT	VISA	May Statement 04/19/18- 05/21/18	-7,594.81
Bill Pmt -Check	06/22/2018	8502	ABC Office Equipment	May print charges/service contract.	-285.21
Bill Pmt -Check	06/22/2018	8503	AM Conservation	LED purchases	-1,404.26
Bill Pmt -Check	06/22/2018	8504	Anthony Kahn Furniture	Anthony Kahn Furniture self-install rebate/Audit 532	-405.71
Bill Pmt -Check	06/22/2018	8505	Bailey Electric	Antich Auto/ Audit 5020	-809.72
Bill Pmt -Check	06/22/2018	8506	Biondini, L.	Purchase reimbursements	-30.15
Bill Pmt -Check	06/22/2018	8507	Boudreau, D.	May mileage	-15.15
Bill Pmt -Check	06/22/2018	8508	Braun Blaising Smith Wynne	Legal Services - Regulatory	-1,488.50
Bill Pmt -Check	06/22/2018	8509	Central Office	Copying	-297.14
Bill Pmt -Check	06/22/2018	8510	City of Arcata	Utility use tax	-10,947.81
Bill Pmt -Check	06/22/2018	8511	City of Blue Lake	May Utility User Tax	-740.67
Bill Pmt -Check	06/22/2018	8512	City of Eureka-Water	Water service, 04/26/18-05/25/18	-156.74
Bill Pmt -Check	06/22/2018	8513	Conti's Auto Repair	Conti's self-install rebate/Audit 4990	-457.73
Bill Pmt -Check	06/22/2018	8514	Daynard Electric	Mountain View Village Apartments self-install rebate	-1,150.85
Bill Pmt -Check	06/22/2018	8515	Eureka City Schools	Eureka High School self-install rebate/Audit 5229.	-2,274.86
Bill Pmt -Check	06/22/2018	8516	Feit Electric	LED Stock - PO#1244	-1,207.92
Bill Pmt -Check	06/22/2018	8517	Fin & Feather Pet Shop	Fin & Feather self-install rebate/Audit 5187.	-425.60
Bill Pmt -Check	06/22/2018	8518	Gwynn, J.	Travel reimbursements	-140.17
Bill Pmt -Check	06/22/2018	8519	HCOE	Business Card Printing - A. Ilgunas	-21.00
Bill Pmt -Check	06/22/2018	8520	Humboldt Builders' Exchange	PlanScan - scan plans to .pdf	-12.50
Bill Pmt -Check	06/22/2018	8521	Humboldt Lighting, LLC.	Audit rebates	-40,230.86
Bill Pmt -Check	06/22/2018	8522	Ichien, D.	June mileage reimbursement	-54.34
Bill Pmt -Check	06/22/2018	8523	Local Government Commission	May Civic Spark program support	-4,636.36
Bill Pmt -Check	06/22/2018	8524	Mark Larson Photography	Two rights managed usage of photos	-100.00
Bill Pmt -Check	06/22/2018	8525	Marshall, M.	Travel reimbursements	-2,871.01
Bill Pmt -Check	06/22/2018	8526	Mattole Unified School District	Audit rebates	-5,863.29
Bill Pmt -Check	06/22/2018	8527	North Country Fair	Booth fee, North Country Fair	-180.00
Bill Pmt -Check	06/22/2018	8528	Northern Humboldt Union HSD	Bus Barn Self-install Rebate / Audit 5011	-1,350.00

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	06/22/2018	8529	NYLEX.net, Inc.	Onsite network support services - July	-3,200.00
Bill Pmt -Check	06/22/2018	8530	Owen, P.	April mileage reimbursement.	-70.85
Bill Pmt -Check	06/22/2018	8531	Pacific Union School Dist	Pacific Union School self-install rebate/Audit 4892	-6,530.23
Bill Pmt -Check	06/22/2018	8532	PG&E CCA	May CCE Charges	-21,869.54
Bill Pmt -Check	06/22/2018	8533	Platt/Rexel	PO #1243 Bulbs	-2,894.78
Bill Pmt -Check	06/22/2018	8534	Powell Concrete Pumping	Powell Concrete Pumping self-install rebate/audit 48	-1,080.00
Bill Pmt -Check	06/22/2018	8535	Scraper's Edge	Wide format printing & lamination	-49.21
Bill Pmt -Check	06/22/2018	8536	Slackerelli, M.	June travel reimbursement	-83.14
Bill Pmt -Check	06/22/2018	8537	Sonoma County Office of Education	May 2018 Professional Services.	-150.00
Bill Pmt -Check	06/22/2018	8538	Stephenson, Nancy	April purchase reimbursement	-120.53
Bill Pmt -Check	06/22/2018	8539	Taketa, L.	June travel reimbursement	-72.54
Bill Pmt -Check	06/22/2018	8540	Terry, P.	May mileage	-54.45
Bill Pmt -Check	06/22/2018	8541	Times Printing Company	Printing fees	-2,256.57
Bill Pmt -Check	06/22/2018	8542	Verizon Wireless	May tablet/cell service for field staff/mobile broadband	-227.94
Bill Pmt -Check	06/22/2018	8543	Wahlund Construction	Mattole Elementary HVAC Inspection	-875.00
Bill Pmt -Check	06/22/2018	8544	Willow & Rags	Willow & Rags self-install rebate/Audit 5218	-505.91
Bill Pmt -Check	06/22/2018	8545	WREGIS		-1,041.75
Paycheck	06/25/2018		Payroll	Payroll 6/1-6/15/18	-53,845.68
TOTAL					-3,560,948.28

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REDWOOD COAST Energy Authority

STAFF REPORT Agenda Item # 3.4

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Nancy Diamond, General Legal Counsel
SUBJECT:	Conflict of Interest Code Biennial Review and Amendment

SUMMARY

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. A Conflict of Interest Code identifies the employment positions within the agency which make or participate in the making of decisions that may foreseeably have a financial effect on any of the employee's own financial interests. For each of these employment positions, the Conflict of Interest Code designates the types of investments, business decisions, investments in real property, or sources of income that must be disclosed each year on a Statement of Economic Interests (Form 700).

The RCEA employment reorganization and expansion in late 2016 associated with the Community Choice Energy program launch requires updating the list of Designated Employees in the Conflict of Interest Code. After approval by the RCEA Board, the amended Conflict of Interest Code must be forwarded to the Code Reviewing Body for review and approval, in this case, the Humboldt County Board of Supervisors.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Adopt Resolution 2018-7 Adopting an Amended Conflict of Interest Code and Authorize the Board Clerk to Submit the Amended Conflict of Interest Code to the Humboldt County Board of Supervisors as the Code Reviewing Body.

ATTACHMENTS:

1. Resolution No. 2018-7 Adopting an Amended Conflict of Interest Code
2. Attachment A to Resolution 2018-7: Proposed Amended RCEA Conflict of Interest Code

RESOLUTION NO. 2018-7
OF THE REDWOOD COAST ENERGY AUTHORITY
ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

WHEREAS, California Government Code section 87300 requires all public agencies to adopt and promulgate a Conflict of Interest Code enumerating employee and consultant positions within the Authority who are involved in the making or participation in the making of decisions which may have a material effect on any financial interest of their own, identifying disclosure categories for such employees and consultants, and identifying disqualification requirements for such employees and consultants;

WHEREAS, specified public officials identified in California Government Code section 87200, including Authority Board members and the Executive Director are subject to the conflict of interest disclosure and disqualification requirements set forth in Government Code sections 87200 et seq.;

WHEREAS, Government Code section 87306.5 requires each local public agency to review its conflict of interest code biennially and, no later than October 1 of each even numbered year, amend it as necessary to reflect changed circumstances; and

WHEREAS, an amendment to RCEA's Conflict of Interest Code is necessary due to organizational changes within the RCEA that occurred over the last two years.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Redwood Coast Energy Authority hereby adopts as its Conflict of Interest Code those provisions set forth in Appendix A, attached hereto and incorporated herein. This Conflict of Interest Code replaces the previously adopted RCEA Conflict of Interest Code.

Adopted this ____ day of _____, 2018

ATTEST:

Sheri Woo, RCEA Chair

Clerk of the Board, RCEA

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-7 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the _____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

APPENDIX A REDWOOD COAST ENERGY AUTHORITY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec.18730) which contains the terms of a standard Conflict of Interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix of designated officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest code of the Redwood Coast Energy Authority.

Designated employees shall file their statements with the Redwood Coast Energy Authority who will make the statements available for public inspection and reproduction (Gov. Code Section 81008). Upon receipt of the statements of the Board of Directors and the Executive Director, the Redwood Coast Energy Authority shall make and retain a copy and forward the original of these statements to the Code Reviewing Body or as directed by the Code Reviewing Body. Statements for all designated employees shall be retained by the Redwood Coast Energy Authority.

Public Officials Who Manage Public Investments:

The following positions are NOT covered by the Conflict of Interest code because they must file under section 87200 and, therefore, are listed for informational purposes only:

- Governing Board Members
- Executive Director

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

**CONFLICT OF INTEREST CODE
FOR THE REDWOOD COAST ENERGY AUTHORITY**

Designated Positions

Disclosure Categories

Community Advisory Committee Members	1, 2, 3, 4
Director Finance and Human Resources	1, 2
Director Business Development and Planning	1, 2, 3
Director Demand-Side Management	1, 2, 4
Director Operations	1, 2, 5
Director Power Resources	1, 2, 3, 4

¹Consultants:

General Counsel	1, 2, 3, 4
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Disclosure Categories:

1. Investments and business positions in any business entity and sources of income, including gifts, loans and travel payments, of the type which within the previous 12 months has contracted with the Authority to provide services, supplies, materials, machinery or equipment.
2. All interests in real property located in the jurisdiction of any member agency of the Authority or within 2 miles of any land owned or used by the Authority.
3. Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source finances, owns, operates, manages or otherwise engages in the design development, construction, sale, or the acquisition of facilities that generate electricity for commercial sale including without limitation wind, solar, biomass, and hydroelectric.
4. Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides energy, environmental, engineering, geotechnical or research consulting services to assist in the designing, building, manufacture, sale, distribution, or servicing of equipment of the type that is used, or may be used, by 1) electric power suppliers, 2) providers of energy efficiency, energy conservation measures, demand response, fuel shifting programs, or 3) any entity that is, or within the prior 12 months has been, party to a proceeding before any local, state, or regional regulatory or judicial entity in which the Authority is also a party.

¹ Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations: "The Executive Director may determine in writing that a particular consultant, although a 'designated position', is hired to perform a range of duties that is limited scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest code."

5. Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides information technology or telecommunications goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, or data processing firms.



STAFF REPORT
Agenda Item # 5.1

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director Nancy Diamond, Legal Counsel Lori Biondini, Director of Business Development & Planning
SUBJECT:	Offshore Wind Development Cooperative Agreement

SUMMARY

In February RCEA issued a Request for Qualifications for Offshore Wind Energy Development Partners, and at the March 26, 2018, RCEA Board meeting the Board of Directors selected for partnership negotiations a respondent team recommended by the RFQ review team and the Offshore Wind Energy Board Subcommittee.

Staff and RCEA Legal Counsel have had ongoing negotiations with the selected team, with the objective of a joint development agreement between:

1. RCEA,
2. EDPR Offshore North America, LLC,
3. Principle Power, Inc., and
4. Aker Solutions, Inc.

Attached is a summary of material agreed to terms of the proposed cooperative agreement between the four entities that defines project objectives and roles, general terms and conditions, establishes the project phases and associated timelines and milestones, and outlines the specific details of the activities for Phase 1, which will include work up through securing site control of the project area from the Bureau of Ocean Energy Management (BOEM). This initial cooperative agreement will be supplemented by additional agreements as the subsequent phases of the project progress.

The overarching objective of the agreement is to develop a 100-150MW Humboldt County offshore wind project in accordance with the following key principles:

- Providing competitively priced renewable energy to electric customer ratepayers and recognizing that offshore wind energy needs to be competitive to be considered a long-term resource and solution for California as a whole;
- Prioritizing stakeholder engagement and acceptance to actively identify and address issues of local concern;
- Maximizing investment in local infrastructure development as Humboldt Bay develops into a potential hub for a broader-reaching offshore wind industry;
- Maximizing economic viability in which economic returns are adjusted to the level of risks; and

- Developing an environmentally-sound project.

Staff will present the project timeline and additional specifics of the Cooperative Agreement at the Board meeting. Staff recommends Board approval of the Cooperative Agreement pending final review and approval by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee.

At the June 18, 2018, meeting the Board authorized staff to submit an outer-continental shelf offshore wind unsolicited lease request to BOEM for an area 20-30 miles off the coast from Eureka, contingent on final review and approval of the lease application documents by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee. As discussed at that meeting, the project partners have agreed that the most expedient approach to move forward is for RCEA to be the lease applicant, supported by the qualifications of RCEA's partners through the Cooperative Agreement.

STAFF RECOMMENDATION

Approve Offshore Wind Energy Development Cooperation Agreement with EDPR Offshore North America, Principle Power, and Aker Solutions, and authorize the Executive Director to execute the agreement and any other associated documents as necessary, contingent on final review and approval by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee.

ATTACHMENTS:

1. Summary of Material Agreed to Terms of the Offshore Wind Energy Development Cooperation Agreement between RCEA, EDPR Offshore North America, Principle Power, and Aker Solutions.

SUMMARY OF MATERIAL AGREED TO TERMS (AUGUST 20, 2018)

COOPERATION AGREEMENT

To Engage in Preparatory Activities For the Development of Redwood Coast Offshore Wind Energy

Between:

**Aker Solutions, Inc.
EDPR Offshore North America LLC
Principle Power, Inc.
and
Redwood Coast Energy Authority**

1. Cooperation Agreement Structure.

- a. Overview. Cooperation Agreement outlines Parties' responsibilities and memorializes agreement on activities to be executed as part of development and operation of *an approximate 100MW to 150 MW floating offshore wind energy project off the coast of Humboldt County* ("Project"). Full Project implementation is expected to occur over seven phases (each a "Phase"). Agreement focuses on Phase 1 completion, and sets forth anticipated activities deemed necessary for completion of subsequent Project Phases.
- b. Parties. The Parties other than RCEA are referred to as the "Consortium." The special purpose vehicle that will own, manage and operate Project is referred to as the "Project Company." Each Party expected to bring the following to the Project:

RCEA	<ul style="list-style-type: none">- Participation in the Project Equity- Local community access- Local Community outreach- Political access and strategy- Site control through lease application- Power off-take- Power off-take strategy- Communications, Media and Policy Support
PPI	<ul style="list-style-type: none">- Participation in the Project Equity- Project Management- Economic analysis- Site Assessment, Spatial Planning and Leasing Support

	<ul style="list-style-type: none"> - Community and Supply Chain Outreach - Design/Engineering and Licensing: Preliminary studies, Permitting Support, FEED, Detailed Design, Exclusive Technology Licensing - Construction and Commissioning Support - Floating systems O&M - Decommissioning Support - Communications, Media and Policy Support
ASI	<ul style="list-style-type: none"> - Participation in the Project Equity - Project Management - Cost estimations - Design/Engineering: Preliminary studies, FEED, detail design - Offshore electrical system design - Supply chain Management - HS&E Management - Construction Planning - Industrialization - Procurement - Fabrication - Installation Overall system O&M services - Overall system decommissioning support
EDPR	<ul style="list-style-type: none"> - Participation in the Project Equity - Project Financing - Project Management, - Permitting, Leasing and Regulatory Compliance - Stakeholder outreach - Wind Resource Assessment and Site Assessment - Relationship with Wind Turbine OEMs, - Grid connection - Electrical Design - Offtake negotiations - Operations Management

c. Additional Agreements Contemplated. Cooperation Agreement contemplates the following additional future agreements:

- 1) Public private partnership (PPP) Agreement between RCEA and Consortium or Project Company to define the rights and obligations of Parties during post-site control, development and operation phases of Project;
- 2) One or more power purchase agreements (PPA) between Project Company and RCEA and/or other off takers;
- 3) One or more separate agreements by, between, and among the Parties and Project Company to implement Project development and operation; and
- 4) One or more separate agreements during Phase 1 by individual Parties and/or the Project Company with third parties to facilitate Project development and operation.

2. **Project Execution.** Project Execution assumes the issuance of non-competitive lease. If there is expression of interest by others, the Parties will revise the Project Execution Plan to account for the auction process. Project Execution is organized into seven phases, each with a scope, timeline and budget. Project scope and timelines are as follows, Project budgets are confidential:
- a. Phase 1: Pre-site control (estimated completion: Q1 2019 or Q3 2020)
 - 1) BOEM Lease Application
 - 2) Creation of Project Company
 - 3) Preliminary Supply Chain analysis (including Initial Harbor Assessment)
 - 4) Initial Evaluation of Power Off-take Options
 - 5) Preliminary Economic Analysis
 - 6) Preliminary Technical Assessment (Initial Site Assessment and Farm Layout)
 - 7) Community/Stakeholder Outreach and Consensus-building
 - 8) Communications and Media Strategy
 - 9) Legislative and regulatory action plan and strategy
 - b. Phase 2: Early Development
 - 1) Preliminary Engineering Works (estimated completion: Q2 2021)
 - 2) Preliminary Procurement and Supply Chain Works
 - 3) Site Assessment Plan (SAP)
 - 4) Commercial Fishing Benefit Agreement
 - 5) Community Benefit Agreement
 - 6) CAISO Interconnection Agreement
 - 7) Power Purchase Agreement(s) (PPA)
 - 8) Secure construction financing
 - c. Phase 3: Late Development (estimated completion: Q3 2022)
 - 1) Full Engineering Works
 - 2) Full Procurement Works
 - 3) Obtain financing for harbor land access and upgrades
 - 4) Secure harbor access rights
 - 5) COP approval
 - 6) Permitting
 - 7) Completion of all Engineering, Procurement and Licensing
 - d. Phase 4: Financing and pre-construction (estimated completion: Q4 2022)
 - 1) Harbor upgrades
 - 2) Project final design
 - 3) Final Certification and Due diligence
 - 4) Financial Close

- e. Phase 5: Construction (estimated completion: 2024)
 - 1) Construction and Installation procurement
 - 2) Full implementation of Project procurement
 - 3) Commissioning and grid interconnection
 - f. Phase 6: Commercial Operation (estimated completion: 2049)
 - 1) Commercial Operations
 - 2) Maintenance Operations
 - g. Phase 7: Project lease renewal/repowering or decommissioning (estimated completion: TBD)
 - 1) Decommissioning
 - 2) Repowering Process
 - 3) Lease Renewal Process
 - h. Revisions to Phases 2-7. Information received and/or knowledge obtained during execution of Project may form basis for changes to the anticipated activities of Phases 2-7, as negotiated in good faith by Parties with goal of achieving best Project outcome.
3. **Phase 1 Project Team**. Parties to set up dedicated Project Team to implement Phase 1, which will initially include a Project Manager. Both will report to the Steering Committee (see below). Once Project Company is created, Project Team will be contracted or hired by Project Company, and Project Team and Project Manager will report to the governing body of the Project Company.
4. **Project Company**.
- a. Creation. To be created by the Consortium during Phase 1 with a mutually agreed upon corporate structure. Its sole purpose will be development of Project. After creation, it will become primarily responsible for development of the Project. Name of Project Company will be: Redwood Coast Offshore Wind LLC.
 - b. Funding. Initially, to be funded and staffed by the Consortium members according to respective equity contributions [*confidential*].
 - c. Separate Contracts. Project Company may engage any of the Parties or third parties to provide services to Project Company as necessary to complete Project.
5. **Exclusivity**. Parties will not undertake any activities with third parties for the development (or preparation) of another offshore wind project along Humboldt County coast, except to as necessary to achieve of Project goals and spur broader market and/or project development on West Coast, so long as such activities are not detrimental to Project.

6. **Obligations of RCEA**

- a. Project Company Assistance. RCEA to reasonably assist Project Company in:
 - 1) Successfully achieving commercial operation of the Project;
 - 2) Obtaining all permits and necessary approvals during Project life-cycle.
 - b. PPA. To execute a long-term power purchase agreement (“PPA”) with Project Company that will enable Project Company to achieve non-recourse financing.
 - c. Lease conveyance. To convey to Project Company the lease rights received from BOEM.
- 7. License of WindFloat Technology.** PPI to grant non-exclusive, non-sublicensable limited use WindFloat technology license to Project Company, for use in Project. License fee and terms to be negotiated between PPI and Project Company/ remaining parties in Consortium.
- 8. Term and Termination.**
- a. Term. Cooperation Agreement commences on the Effective Date, and continues until the earlier of: (a) site control, or (b) termination of this Agreement by one of the following:
 - 1) Mutual agreement of Parties in writing;
 - 2) BOEM Lease put up for auction and awarded to a third-party;
 - 3) BOEM Lease not awarded to RCEA, the Consortium or the Project Company by 31 January 2021;
 - 4) Material breach by a Party, after notice and opportunity to cure; and
 - 5) Violation of a party's confidentiality, trademarks, or intellectual property rights.
- 9. Governance of Project Company.**
- a. Steering Committee. Phase 1 work to be coordinated through Steering Committee until creation of Project Committee. Steering Committee to be created immediately, comprised of one senior manager from each Party and one alternate. In the case of RCEA, Executive Director to designate members. Each Party to be represented by a single vote. Unanimous vote required for all decisions. Decisions of Steering Committee to bind all Parties.
 - b. Key Decisions of the Steering Committee. To make all decisions pertaining to Project Execution Plan unless delegated to the Project Manager. In particular, Steering Committee to:
 - 1) Appoint members of a Project Team;
 - 2) Approve procurement strategy and processes;
 - 3) Approve stakeholder engagement strategy in particular with BOEM, fishermen and Department of Defense;
 - 4) Approve engagement with key industrial contractors;
 - 5) Grant exclusivity;
 - 6) Approve any new partnership;
 - 7) Approve amendments to Project Execution Plan;

8) Control and audit expenditures under the Project Execution Budget.

10. Dispute Resolution. Parties to settle all controversies, claims, disputes or differences by arbitration in accordance with the Rules of the American Arbitration Association (“AAA”). Parties to share equally in compensation and expenses of the arbitrators as well as all fees imposed by the AAA, and to be responsible for their own costs and legal fees, if any. Arbitrators to award costs, expenses and legal fees to prevailing party.

11. Indemnification. Mutual indemnification of Parties for damages dues to the indemnifying Party’s breach. RCEA’s to retain governmental immunities as provided by federal and state constitutions or by law.

12. Material General Provisions.

- a. Publicity. Marketing, advertising, promotional materials, press releases or other public announcements regarding Agreement and Project to be made only after receiving prior written consent of the other Parties.
- b. Costs and Expenses. Except as otherwise stated, costs and expenses incurred in connection with Agreement to be paid by the Party incurring costs and expenses.
- c. Force Majeure. No Party is in breach of Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; levee breaches; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of terrorism; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
- d. Governing Law and Venue. Agreement and related actions to be governed by California laws. Venue for any action under Agreement shall be Humboldt County, California.
- e. Assignment. Rights and obligations of a Party are not assignable or otherwise transferrable without written prior consent of the other Parties, except that EDPR may assign Agreement to an Affiliate without the written consent of the other Parties.
- f. No Third-Party Beneficiaries. Agreement not intended to benefit any third Parties.



REDWOOD COAST Energy Authority

STAFF REPORT Agenda Item # 5.2

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	MOU with Humboldt Fishermen's Marketing Association

SUMMARY

One of the core stakeholder groups relevant to the development of offshore wind energy is the commercial fishing industry, and RCEA and its development partners have been working to actively engage and get input from local fishermen over the last year since local offshore wind development efforts began.

One of the key local fishing industry organizations is the Humboldt Fishermen's Marketing Association (HFMA), and after ongoing engagement they have requested RCEA enter into a Memorandum of Understanding (MOU) with HFMA to establish a shared understanding and set of goals around proceeding with the development of the offshore wind energy project in a manner that minimizes and mitigates impacts to commercial fishing as much as possible.

It is likely that this MOU will eventually be supplemented or superseded by a future agreement and/or process to address commercial fishing considerations that will be established directly with the offshore wind development project company that will be formed by the wind project partners to develop and own the wind farm.

There are numerous other local/regional fishing organizations with an interest in the waters off Humboldt County, and so there may be other groups with an interest in a similar MOU.

STAFF RECOMMENDATION

Approve a Memorandum of Understanding between the Humboldt Fishermen's Marketing Association and RCEA, and authorize the Executive Director to execute the agreement contingent on final review and approval by RCEA Legal Counsel and the Board Offshore Wind Project Phase 1 Subcommittee.

ATTACHMENTS:

1. Draft MOU between RCEA and the Humboldt Fishermen's Marketing Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REDWOOD COAST ENERGY AUTHORITY
AND
THE HUMBOLDT FISHERMEN’S MARKETING ASSOCIATION**

This Memorandum is entered into this ____ day of _____, 2018 (“Effective Date”), by and between:

1. REDWOOD COAST ENERGY AUTHORITY, a California Joint Powers Authority, having an office at 633 3rd Street, Eureka, CA, 95501, whose members include the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the Humboldt Bay Municipal Water District, (“RCEA”); and
2. HUMBOLDT FISHERMEN’S MARKETING ASSOCIATION, INC., a California nonprofit corporation, having an office at 3 Commercial Street, Eureka, CA 95501, (“HFMA”).

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

PREAMBLE:

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

The North Coast region is also home to a commercial fishing industry that provides sustainably-caught seafood to our community and many others. For many generations these commercial fisheries have provided a livelihood for local fishermen and their families, and it continues to be a key element of our region’s economy and local culture.

The Parties recognize that a viable commercial fishing industry is important to the North Coast and that the development of offshore wind energy should be pursued in a manner that minimizes and mitigates impacts to fishing so that both endeavors can sustainably coexist for the benefit of our community.

AGREEMENT

The Parties agree to cooperate and work together in good faith for the purpose of ensuring that the efforts of RCEA and its project partners to develop a floating offshore wind energy project off the coast of Humboldt County proceed in a way that effectively identifies, avoids, minimizes, and mitigates impacts to the commercial fishing industry to the greatest extent feasible. As part of this agreement, the Parties agree to work together:

1. To maintain open and honest communication and to inform the other Party in a timely fashion of relevant developments that could affect or impact the goals of this agreement;
2. To identify and evaluate any potential impacts to commercial fishing interests associated with the offshore wind project's development, operation, and decommissioning, and to take reasonable steps to avoid and minimize those impacts;
3. To work together with RCEA's development partners to negotiate a future agreement and/or processes to address and mitigate any impacts that cannot be avoided in ways that, to the extent possible, fairly consider the needs of all local fishermen (not just those that are currently members of HFMA);
4. To seek out and cooperate as appropriate on mutually beneficial grant or public funding opportunities (such as for harbor infrastructure improvements) that are consistent with the goals of this agreement;
5. To coordinate and cooperate with state and other relevant officials in ways that advance the goals of this agreement;
6. To identify and reasonably address the additional needs of either party that may arise during the offshore wind project development process.

This Memorandum does not establish a joint venture, partnership, or business unit of any kind between the Parties, nor does it necessarily create a financial or future legal obligation on behalf

of either Party. Further, the Memorandum does not grant or create an exclusive right to negotiate between RCEA and HFMA; and either party is free to negotiate or explore similar agreements with other persons and entities.

GOVERNING LAW

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

TERM

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

Signed (date):

Humboldt Fishermen's Marketing Association
Harrison Ibach, President
3 Commercial Street
Eureka, CA 95501

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



REDWOOD COAST Energy Authority

STAFF REPORT Agenda Item # 6.1

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Lori Biondini, Director of Business Development and Planning
SUBJECT:	CivicSpark 2018-19 Agreement

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.

The 2018-19 CivicSpark program begins on September 4, 2018, and RCEA has coordinated with LGC to host one Fellow. RCEA staff has interviewed several candidates who have applied with LGC to become CivicSpark Fellows and has made an offer to fill the position. This agreement is for their services over an 11-month term paid monthly. This will be RCEA's fifth year as a CivicSpark host site since the program was launched in 2014.

The fellow will provide support and capacity building to the Community Choice Energy and Public Agency Solar Pilot programs.

FINANCIAL IMPACT

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

STAFF RECOMMENDATION

Approve 2018-2019 CivicSpark Program service agreement for \$25,500 with the Local Government Commission.

ATTACHMENTS:

1. Service Agreement with the Local Government Commission for CivicSpark Program support.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of _____, 2018 by and between Redwood Coast Energy Authority ("Partner") and the Local Government Commission ("LGC").

RECITALS

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

AGREEMENT

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

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

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

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

2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.

3. Consulting Fee; Reimbursable Expenses.

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

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

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

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

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

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

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

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

claims, judgments, attorney's fees, and attachments arising out of the services rendered to the Partner pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct of the LGC.

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

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

To the Partner:

Redwood Coast Energy Authority
Attn: Lexie Fischer
633 3rd Street
Eureka, CA, 95501
707-269-1700
707-269-1777 Fax
afischer@redwoodenergy.org

To LGC:

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

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

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

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

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

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

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

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

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

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

DATED:

Matthew Marshall, Executive Director
REDWOOD COAST ENERGY AUTHORITY

DATED:

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION

Exhibit “A” Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service for one of three program tracks: Climate, Water, or Opportunity Access.** These performance measures define how CivicSpark will provide service to local governments by: conducting assessments; implementing planning, research or implementation 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 – Fellows’ direct service hours should be spent building capacity for local government beneficiaries to address their relative needs with regard to the specific track issues they are assigned to. Fellows will address these needs by assisting the local government beneficiary to develop or implement projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 4 stages, including: 1) gap assessments; 2) research, planning, and implementation service projects; volunteer engagement; and transition of knowledge.
- 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 as either one-time volunteers (e.g. – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the 1-week intensive orientation at the start of the service year, mid-year gathering, 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 the work provided by CivicSpark to local governments via direct service only involves the first two measures (Capacity Building and Volunteer Engagement). The third measure is predominantly met through training and professional development activities provided to the Fellows by LGC. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with the local government beneficiary.

Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors 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. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (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 Fellows regarding AmeriCorps regulations and expectations.
 - b) Recruit and train Fellows to provide capacity building services for the region.
 - c) Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
 - d) Manage local government beneficiary and/or other partner service contracts.
 - e) Share outcomes from service with Partner.
- 2) Fellow Responsibilities
 - a) Pass a state, national, and NSOPR background check before starting their service year.
 - b) Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
 - c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
 - d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
 - e) Complete accurate project reporting in a timely manner as required by the Corporation for National Community Service (CNCS), 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 will broadly support RCEA in programs analysis and operation. Fellow Climate project activities will be focused on but not limited to:
 - i) Support development of the Public Agency Solar Program Pilot, including
 - (1) Conducting geospatial research
 - (2) Conducting feasibility studies
 - (3) Conducting site, energy, and financial analyses
 - ii) Conducting research and analysis to support various programs, including
 - (1) Regional TOU rate research
 - (2) Research and analysis of Budget Billing Program
 - b) The Fellow will add capacity to local governments in the North Coast region over the course of these projects, and will include the following components:
 - i) An initial gap assessment conducted by the Fellow
 - ii) A volunteer engagement project
 - iii) A transitional support activity
 - c) Minor changes to the scope following the requisite gap assessment process may be needed.
 - 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) Support Responsibilities

- a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
- b) Identify one staff member to act as the "Site Supervisor" for the project, and point person for both the Fellow and CivicSpark staff.
- c) Site Supervisor shall support project implementation and professional development by:
 - i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - ii) Familiarizing Fellows to the host organization, resources, and project scope.
 - iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - iv) Seeking opportunities to integrate Fellows' professional goals into project activities.
 - v) As appropriate, facilitating Fellows' transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - vi) Provide adequate professional workspace for Fellows (e.g., desk, computer, phone).
- d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
- e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
- f) Keep Regional Coordinators and/or other LGC staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
- g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with LGC staff in a timely manner so LGC staff can assess the challenges and intervene as needed.
- h) Assist with occasional site visits to Partner by LGC staff.
- i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
- j) Not offer the CivicSpark Fellow part time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the Service Year end date.

2) Reporting Responsibilities

- a) Complete applications for CivicSpark projects, identifying:
 - i) Total hours desired for service work;
 - ii) Identification of 2 beneficiaries per fellow.
 - (1) Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 - (2) Eligibility of beneficiaries varies by project track. Specific eligibility requirements are provided here: <http://civicspark.lgc.org/join-civicspark/project/>
- b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the

project and establishes a baseline perspective on issues relevant to the specific project track (i.e., climate, water, or opportunity access). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.

- c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- d) Submit Fellow performance assessments on time, as described above.
- e) Complete any additional project reporting defined as necessary.
- f) Allow *CivicSpark* to share results of all reporting with California Volunteers and CNCS, for required grant reporting.

Exhibit "D" Description of Compensation

Costs, total project hours¹, additional prep-hours and travel budget for support options on a per Fellow basis are defined below.

LGC will receive no more than \$25,500, for 1 Fellow in the *Climate Track* for performing the services of this contract.

	Climate	Water	Opportunity Access
Costs	\$50,000 / 2 Fellows	\$46,000 / 2 Fellows	\$50,000 / 2 Fellows
	\$25,500 / 1 Fellow	\$23,000 / additional Fellow	\$25,500 / 1 Fellow
Project Support	11 Months, 2,600+ project hours / 2 Fellows (1,300+ project hours / 1 Fellow)		
Additional Benefits	<p style="text-align: center;">Per 2 Fellows Up to 160 additional project-prep hours. Up to 300 volunteer engagement hours. Up to \$800 in project-related travel</p> <p style="text-align: center;">Per 1 Fellow² Up to 80 additional project-prep hours. Up to 150 volunteer engagement hours. Up to \$400 in project-related travel</p>		

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

To proceed with services, LGC requires a down payment of 10% of the total agreement amount (\$2,550.00). 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 and billed monthly.

Invoices will only include the amount due in each given installment (monthly or quarterly). A separate remaining budget and hours to date report is provided for reference each month. Partner must inform LGC prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details. Partner must also provide clear instructions to LGC about how time should be tracked and reported, if necessary.

LGC is committing to making the CivicSpark Fellow available for a specific period. Therefore, LGC will invoice Partner for the full installment amount (monthly or quarterly), regardless of Fellow activity

¹ 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).

² If you are interested in a "half fellow" (650 hrs) the cost will be \$13,000, and the additional benefits will be ½ of what is listed above. While we do allow half-Fellow placements, they have to be matched locally with another partner also requesting a half-Fellow. This option can be hard to realize. If possible, consider requesting a full Fellow or identifying a matching partner prior to applying, as CivicSpark may not be able to find a match in all circumstances.

during any given period. If for some reason LGC is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is only responsible for 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 (\$400) for CivicSpark Fellow travel-related expenses related to the service project.

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

Exhibit "F" Timeline

All tasks enumerated in Exhibit "B" are to start on September 10, 2018 and should be completed by September 9, 2019.



STAFF REPORT
Agenda Item # 6.2

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Richard Engel, Director of Power Resources
SUBJECT:	Calpine Energy Solutions Contract Amendment

SUMMARY

Calpine Energy Solutions continues to provide exemplary service for RCEA's Community Choice Energy (CCE) program, including electronic data interchange with PG&E, a customer relationship management (CRM) online interface, customer support via Calpine's call center, and miscellaneous services requested by RCEA staff, such as the peak day alerts provided to non-residential customers enrolled in our Peak Day Pricing bill protection program. RCEA's contract for these services from Calpine sets payment on a monthly per-customer-meter basis.

Staff has recently learned through information publicly available on other CCE programs using Calpine's services that some of these clients are paying lower per-meter prices for similar services. Calpine acknowledges that, as their CCE customer base has grown significantly over the past two years since RCEA established its contract with them, many of their fixed costs are able to be amortized across this larger number of accounts, resulting in lower per-meter costs. Staff consequently asked for a reduction in the monthly per-meter charge from \$1.42 to \$1.15. Calpine readily agreed to this request and made the reduction retroactive to July 1, 2018.

The amendment attached to this staff report would replace the following paragraph in RCEA's professional services agreement with Calpine:

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.

FINANCIAL IMPACTS

Calpine provided monthly service for an average of 63,649 electric meters over the months since RCEA's program launched. Based on this average monthly meter count and the proposed monthly savings of \$0.27 per meter, this contract amendment will result in a cost savings to RCEA of approximately \$200,000 per year.

RECOMMENDED ACTION

Approve Amendment No. 1 to Professional Services Agreement between Calpine Energy Solutions, LLC ("DM Services Provider") and Redwood Coast Energy Authority ("RCEA").

ATTACHMENTS

Draft Amendment No. 1 to Addendum to Professional Services Agreement between Calpine Energy Solutions, LLC ("DM Services Provider") and Redwood Coast Energy Authority ("RCEA")

**AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Between Calpine Energy Solutions, LLC ("DM Services Provider")
And Redwood Coast Energy Authority ("RCEA")**

This is an Amendment No. 1 ("Amendment") to that certain Professional Services Agreement by and between Calpine Energy Solutions, LLC ("DM Services Provider") and Redwood Coast Energy Authority ("RCEA"), effective April 1, 2016, and subject to Addendum No. 1 dated October 17, 2016, assigned to Calpine Energy Solutions, LLC on December 1, 2016, and further subject to Addendum No. 2 dated May 1, 2018 (collectively, "Agreement"). This Amendment is effective as of July 1, 2018.

WHEREAS, the Parties desire to amend the service fee portion of the Agreement found in Addendum No. 1.

NOW THEREFORE, based on the conditions recited herein and made a material part hereof, the parties agree as follows:

1. **Service Fees.** Section 3 of Addendum No. 1 of the Agreement, Fees, is hereby replaced in its entirety with the following:

"Meter Fee: Effective the month starting July 1, 2018, and each month thereafter, RCEA shall pay DM Services Provider \$1.15 for each RCEA customer meter enrolled in CCE Service."

2. **Ratification of Agreement.** The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the date first written above.

Calpine Energy Solutions, LLC

By: _____
Name:
Title:
Date:

Redwood Coast Energy Authority

By: _____
Sheri Woo, Chair of the Board
Date: _____

ATTEST:

By: _____
Lori Taketa, Board Clerk
Date: _____



REDWOOD COAST EnergyAuthority

STAFF REPORT Agenda Item # 6.3

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	Executive Director Updates

SUMMARY

At the Board meeting, staff will provide a report on the preliminary year-end budget numbers for fiscal year 2017-18 (attached).

These numbers will be revised/refined as some year-end close-out activities are completed and energy sales and wholesale power costs are finalized (a process of the CA Independent System Operator that is completed over the span of several months).

That said, the year is closing out generally on budget, with the first full fiscal year of Community Choice Energy program operations generating a total net revenue of over \$4 million toward building the reserve/contingency fund.

STAFF RECOMMENDATION

Accept Financial Report.

ATTACHMENT

1. RCEA Profit & Loss Budget vs. Actual, July 2017 through June 2018

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Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
 July 2017 through June 2018

	Jul 2017 - June 2018	Budget	% of Budget
Income			
Total Revenue - government agencies	237,750	268,835	88%
Total Revenue - program related sales	14,116	15,000	94%
Total Revenue-nongovernment agencies	1,551,634	1,570,364	99%
Electricity Sales Revenue			
Electricity Sales - Retail Revenue	44,553,192	46,430,000	96%
Electricity Sales - Uncollectable Accounts	(133,659)	(140,208)	95%
Total Electricity Sales Revenue	44,553,192	46,289,792	96%
Total Income	46,356,693	48,143,991	96%
Expense			
WHOLESALE POWER SUPPLY			
CAISO			
Total CAISO Energy	2,498,667	2,600,000	96%
Total CAISO Non-Energy Charges	1,308,749	1,200,000	109%
Total CAISO	3,807,416	3,800,000	100%
Bilateral Activity			
Resource Adequacy	1,914,556	1,900,000	101%
Energy Hedges Notional Value	20,709,028	20,660,000	100%
Total RPS Settlements	1,126,500	1,126,500	100%
Low Carbon Settlements	328,638	518,145	63%
Total Bilateral Activity	24,078,722	24,204,645	99%
Local Power Purchase Agreements			
Humboldt Redwood Company	6,547,209	6,570,000	100%
DG Fairhaven	289,229	960,000	30%
Total Local Power Purchase Agreements	6,547,209	7,530,000	87%
TOTAL WHOLESALE POWER SUPPLY	34,433,347	35,534,645	97%
PERSONNEL EXPENSES	2,256,212	2,506,578	90%
FACILITIES AND OPERATIONS	227,042	232,976	97%
COMMUNICATIONS AND OUTREACH	120,997	200,041	60%
TRAVEL AND MEETINGS	37,371	48,617	77%

Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
 July 2017 through June 2018

	Jul 2017 - June 2018	Budget	% of Budget
PROFESSIONAL AND PROGRAM SERVICES			
Contracts - Program Related Services	148,193	242,029	61%
Wholesale Services - TEA	572,578	567,821	101%
Procurement Credit - TEA	763,624	725,576	105%
Data Management - Calpine	1,106,013	1,100,000	101%
Regulatory	37,253	145,000	26%
Accounting	52,300	45,000	116%
Legal	60,111	85,000	71%
PROFESSIONAL AND PROGRAM SERVICES	2,740,072	2,910,426	94%
PROGRAM EXPENSES	846,469	1,150,000	74%
INCENTIVES AND REBATES	537,500	460,000	117%
NON OPERATING COSTS	333,943	350,000	95%
Total Expense	41,532,955	43,393,283	96%
RESERVE REQUIREMENT CONTRIBUTIONS	2,500,000	3,000,000	83%
Net Income	2,323,738	1,750,708	133%
Total Net income & reserve requirement contributions	4,823,738.34	4,750,708.14	102%



STAFF REPORT
Agenda Item # 8.1

AGENDA DATE:	August 20, 2018
TO:	Board of Directors
PREPARED BY:	Lou Jacobson, Director of Demand-Side Management
SUBJECT:	Approval of 2018 CCE Funded Customer Programs

SUMMARY

RCEA staff have completed the first four steps of the 2018 Phase 1 CCE Funded Customer Program Identification and Approval Process. The previously approved process is attached. The process included developing a scoring matrix and rubric, soliciting program ideas from all RCEA staff, scoring those ideas with the developed rubric, and presenting the identified programs to the Community Advisory Committee (CAC). The rubric measured proposals across the following categories:

- Ability to leverage existing programs and/or resources,
- Proposal feasibility,
- \$/Metric ton CO₂e abatement cost,
- Demand response impact,
- Alignment to local and state energy goals,
- Innovation and creativity.

The table below presents the programs identified by staff and presented to the CAC. Find a summary report for each program attached. Adjustments were made in the original program budgets, in consultation with staff who developed the proposals, to align the total funding with the amount that had previously been set aside for 2018 customer programs.

	Averaged Score	Proposed Funding
Residential Energy Services	77	\$46,000
RCEA Rebate Catalog	73.75	\$100,000
High-Volume PG&E EV Charging Cluster	73	\$84,000
Total Budget Request		\$230,000

The CAC provided feedback that programs:

- Focus on equitability;
- Fill gaps in PG&E customer programs; and
- Focus more on electrification.

Staff sees equitability as a key area of focus for both near and long-term program development and implementation. Program design must consider equitable access across a wide set of demographic factors including but not limited to: geographic location, service sector (Residential, Commercial,

Industrial, Public), ownership (lessee/owner), socio-economic status, primary language and age. As appropriate, staff will phase in program design elements that support equitable access to programs. Examples include but are not limited to: tiered incentive structures, program collateral in multiple languages, and adjusted budgets that incorporate the additional expenses associated with serving those who are rural and/or hard to reach.

To support the CAC's recommended emphasis on gap filling programs and electrification, the Residential Energy Services and Rebate Catalog program design will be evaluated post approval, to:

- a. Balance tensions across uncertainty at the state level, budgets, equitable program design, electrification and,
- b. Include long term planning that will allow staff to scale programs that advance key organizational priorities as additional program funding becomes available.

Several additional proposals were reviewed:

- Energy management support for large commercial and government customers,
- On-Bill Financing program bridge funding and micro-loans,
- Generation-side CARE customer discounts,
- An integrated customer product and services database.

These proposals were determined to have value and will be pursued through alternative funding mechanisms.

FINANCIAL IMPACTS

Pending Board approval, \$230,000 in 2018 program funding will be allocated for implementation purposes.

RECOMMENDED ACTION

Approve staff-identified list of CCE-funded customer programs and budgets.

ATTACHMENTS

1. Program Approval Process
2. Residential Energy Services program summary
3. RCEA Rebate Catalog program summary
4. High-Volume PG&E EV Charging Clusters program summary



**STAFF REPORT
Agenda Item # 8.2**

AGENDA DATE:	April 16, 2018
TO:	Board of Directors
PREPARED BY:	Lou Jacobson, Director of Demand-Side Management Richard Engel, Director of Power Resources Lori Biondini, Director of Business Development and Planning Dana Boudreau, Director of Operations Steve Edmiston, Director of Finance and Human Resources
SUBJECT:	Adoption of CCE Customer Programs Approval Process

SUMMARY

In the Board's February 2018 meeting the Board directed staff to develop and present a proposed process for selecting new customer programs to be supported with Community Choice Energy (CCE) revenues. The Board's expressed intent was that the process includes public input while conforming to the CCE program's launch period guidelines, adopted in September 2016.

After consideration of how best to efficiently identify and plan for new programs, staff recommends adopting multiple pathways for evaluating and approving new programs:

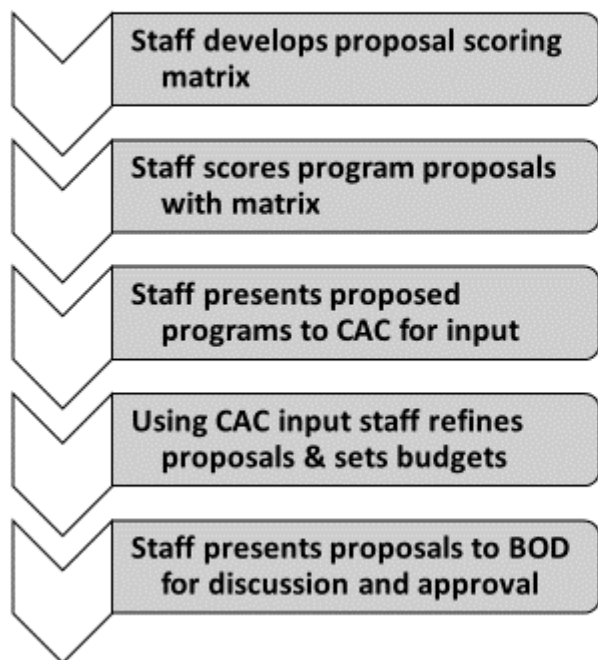
1. A competitive proposal and approval process, as outlined in the diagrams on the following page.
2. A non-competitive proposal and approval process for programs that are generally cost-neutral to RCEA. Examples could include a customer electricity-demand reduction incentive based on the associated wholesale power cost reductions, or a heat-pump water heater incentive based on the net-revenue increase from the associated additional electricity sales. Programs in this category would still be reviewed and discussed by the Community Advisory Committee (CAC) but would be exempt from competitive review alongside the non-cost-neutral proposals.

At the Board's discretion, program funding can be allocated outside of the above processes when there is a unique or urgent opportunity. This would include providing match funding for grant opportunities that bring additional resources into the community that would not otherwise be available.

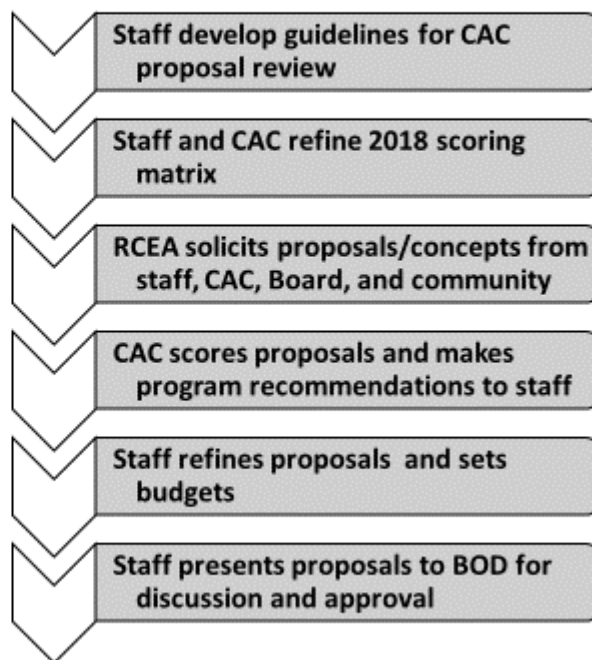
Staff have already begun to consider new program development options informed by the Board's guidelines adopted in 2016 and therefore recommends rolling out the proposed pathways in two phases. Phase 1 would remain mostly staff-driven and implemented right away; Phase 2 would begin in calendar year 2019 and would incorporate greater public participation and extensive involvement by the Community Advisory Committee.

Future processes in 2020 and beyond would be adapted to incorporate lessons learned in 2018 and in 2019.

Phase 1: Program Identification and Approval Process through 2018



Phase 2: Program Identification and Approval Process for 2019



FINANCIAL IMPACTS

As reported by staff in the Board's February 2018 meeting, estimated funds available for customer programs through the end of calendar year 2018 are \$400,000. Customer programs budget for future years is unknown and will depend on the CCE program's financial performance but is targeted to be larger than the current customer programs budget. Our current CCE program guidelines call for "up to \$1,000,0000 per year" for customer programs.

RECOMMENDED ACTION

Adopt the CCE-funded customer program evaluation and selection process for 2018 and 2019 as outlined in the staff report.

Attachment 2: Residential Energy Services Summary

This proposal is intended to fund Residential Energy Services (RES) through June of 2019. Staff recommends funding the RES program to minimize the likelihood of services gaps. An increased likelihood of service gaps exists because of PG&E's recent decision to defund RCEA's historic RES programs.

The program will:

- Sustain a primary point of contact for customers to learn about and select from all available local/state/federal services in an unbiased manner.
- Provide supplemental support to the home energy improvement market to address market barriers such as general knowledge, energy analysis, and upfront costs.
- Assist customers with strategies to combine various offerings including electrification measures.
- Educate customers on the current efficiency rating of their home and the whole-house approach to energy efficiency.
- Guide their plans for energy improvement projects using “no regrets” or “make ready” strategies.
- Support the local construction sector with affordable access to knowledge, tools, and analytical expertise on home energy efficiency.

Services will include the following programmatic pathways:

- **Home Energy Advisor**
Staff will consult with customers over the phone or schedule in-office appointments for No-Cost. Customers will be directed to the Energy Advisor on staff that is best suited to answer their specific energy questions. A main component of the consultation is to recommend additional services to the customer. The customer will be directed to the program or resources (internal or external) that best meets their needs. Non-CCE customers will be encouraged to opt-in. Customers interested in further RCEA services will be transitioned to the appropriate staff member. Eligible participants will receive a customized efficiency kit valued at \$75.00. Efficiency kits will include but will not be limited to items such as: LED light bulbs, smart strips, switch plate insulators and CO alarms.
- **Rater Pathway**
Home Upgrade Rater services will meet the requirements of the Home Upgrade program for Participating Raters including Initial Assessments, Final Ratings, and Energy Modeling (see *homeupgrade.org* for program details). Participating homeowners will receive a report, consultation, and become eligible for up to \$5500 in rebates from the Home Upgrade Program when completing a qualifying whole-house project. If approved, participating homeowners will also receive a local rebate match of \$1500 through RCEA Core Products and Services

Catalog. Owners of single family homes will be charged a \$500 service fee to ensure the customer is reasonably committed to taking on a major investment. Pricing of services for 2-4 unit homes will be higher and will be based on the number of units tested and upgraded. A full refund of service fees will be offered for projects receiving a rebate from PG&E that complete within 1 calendar year of the consultation. This is a continuation of the Home Upgrade Rater Services RCEA has offered for 4 years.

- **Home Energy Score**

Homeowners enrolling in Home Upgrade Rater Services will also receive a No-Cost Home Energy Score (HES) Rating. The HES Rating assigns the home a score of 1-10 (10 being the highest) based on the results of the energy modeling (see *energy.gov* for more details). The score helps homeowners visualize how the efficiency of their home compares to other homes, much like a miles-per-gallon rating for a car. This pilot has the potential to scale in the future to assessments performed outside of Home Upgrade Rater Services. There is also the future potential to adopt HES Ratings onto the Multiple Listing Service.

RCEA expects to:

- Serve 250 or more residences through the Energy Advisor pathway
- Provide 250 or more efficiency kits
- Complete 25 or more Home Upgrade Assessments
- Refer and bridge services to:
 - Redwood Community Action Agency's Weatherization Assistance Program
 - PG&E's Energy Saving Assistance Program
 - Grid Alternatives' (Energy for All) low income solar energy program

The table below presents the proposed budget.

Staff time	\$	38,000.00
Durable Equipment	\$	2,200.00
Expendable materials/supplies	\$	800.00
Travel & training costs	\$	5,000.00
	\$	46,000.00

Attachment 3: RCEA Rebate Catalog Summary

Redwood Coast Energy Authority (RCEA) will design, launch and implement a products and services rebate catalog. The phrase “products and services” defines items of economic value offered to Community Choice Energy ratepayers. The catalog concept is borrowed from PG&E’s self-reporting rebate service channel. The objective of the proposed program is: to increase access to, and adoption of, varying energy efficiency and electrification measures; to leverage and bridge with existing programs; and to capitalize on existing administrative, marketing, and implementation structures. The catalog is envisioned as an ongoing activity that can be re-funded and grown over time.

RCEA’s initial catalog launch will include a short-list of prioritized energy efficiency, electrification, storage and transportation related rebates. The following table presents the initial offerings and expected volume of disbursed rebates. The program will leverage and extend existing services to minimize resourcing requirements while maximizing community value. Staff development and launch costs are expected to be covered by existing resources. It is staff’s intent to allocate all initial funding to rebates.

Initial Catalog Measures			Fiscal Year 2018-2019 Estimates				
Unique Identifier	Description	General Eligibility (Additional criteria to be defined post-approval)	Unit of Measure	Unit Quantity Rebated	Rebate /Unit	Total Initial Rebate Allocation	Est. Customers Served
RCEA001	The rebate will buy down the cost of projects in business types with poor deemed hours of operation--a priority will be placed on public agencies participating in the public agency solar program.	Must be eligible for PG&E lighting rebates.	Per Lamp	4,875	\$2	\$9,750	100
RCEA002	Install air source heat pump water heater	Customer shows proof of installation and closed permit.	Per Water Heater	30	\$500	\$15,000	30
RCEA003	Install air source heat pump space heater	Customer shows proof of installation and closed permit.	Per Space Heater	25	\$800	\$20,000	25
RCEA004	Residential Efficiency Kit	Applies to residential ratepayers that have received a Home Energy Advisor Consultation.	Per Efficiency Kit	150	\$75	\$11,250	150
RCEA005	Electric Vehicle Level 2 Home Charger Rebate	Applies to any residential ratepayer who has proof of EV ownership.	Per household	15	\$600	\$9,000	15
RCEA006	Electric Vehicle Rebate Match	Applies to any battery or plug-in hybrid vehicle purchase that is eligible for the Clean Vehicle Rebate Project incentive.	Per vehicle	35	\$1,000	\$35,000	35
						\$100,000	355

Attachment 4: High-Volume PG&E EV Charging Cluster

This proposed project will provide match funds to the PG&E EV Charging Network program to install local electric vehicle charging stations. The goal is to collaborate with PG&E and one or more site hosts to create a bank of publicly-accessible charging ports at one or more high-value locations in Humboldt County to serve a growing population of EV drivers.

The main benefits will be to increase site host probability of success, secure commitment from a qualified site host, and ensure efficient allocation of local resources for EV charging infrastructure by leveraging PG&E's program for high-volume locations. The PG&E EV Charging Network provides funding for sites able to install 10 or more charging ports, and PG&E pays a large percent of electrical upgrade costs and provides access to volume discounts for EV charging equipment.

Based on January through April 2018 utilization of existing RCEA EV charging stations, 10 new stations would dispense 16.6 MWh in year 1. The expected first-year GHG emissions abated by the new stations once the program is implemented are 27.54 metric tons of CO2 equivalent.

The project will:

- Conduct a site evaluation and selection process, building on RCEA's previous regional EV charging infrastructure planning project.
- Facilitate engagement between potential site host and PG&E.
- Provide RCEA match funds to install one or more Level 2 EV charging clusters in conjunction with the Pacific Gas and Electric Company (PG&E) EV Charging Network program¹. It is expected that installation costs, including site engineering, charging equipment purchase and construction will be split approximately 50/50 between PG&E and RCEA funding.
- Establish a relationship between the EV charging site host and RCEA to establish terms and conditions for successful long-term availability of the resource to local drivers.
- Operate and maintain the stations within the existing RCEA EV charging network.

The table below presents the proposed budget.

Staff time	\$	6,320
Charging Station Installation	\$	77,680
Total:	\$	84,000

¹ https://www.pge.com/en_US/business/solar-and-vehicles/your-options/clean-vehicles/charging-stations/ev-charge-network.page

Materials Received
After Packet
Publication



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