



## **BOARD OF DIRECTORS MEETING AGENDA**

**December 16, 2021 -Thursday, 3:30 p.m.**

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### **COVID-19 NOTICE**

#### **RCEA AND HUMBOLDT BAY MUNICIPAL WATER DISTRICT OFFICES WILL NOT BE OPEN TO THE PUBLIC FOR THIS MEETING**

Pursuant to the AB 361 Brown Act open public meeting law revisions signed into law on September 17, 2021, and Governor Newsom's State of Emergency Proclamation of March 4, 2020, this meeting will not be convened in a physical location. Board members will participate in the meeting via an online Zoom video conference.

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**To listen to the meeting by phone**, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051. **To watch the meeting online**, join the Zoom webinar at <https://us02web.zoom.us/j/81972368051>.

**You may submit written public comment** by email to [PublicComment@redwoodenergy.org](mailto:PublicComment@redwoodenergy.org). Please identify the agenda item number in the subject line. Comments will be included in the meeting record but not read aloud during the meeting.

**To make a comment during the public comment periods**, raise your hand in the online Zoom webinar, or press star (\*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will unmute your phone or computer. You will have 3 minutes to speak.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

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In compliance with the Americans with Disabilities Act, any member of the public needing special accommodation to participate in this meeting should call (707) 269-1700 or email [Ltaketa@redwoodenergy.org](mailto:Ltaketa@redwoodenergy.org) at least 3 business days before the meeting. Advance notice enables RCEA staff to make their best effort to reasonably accommodate access to this meeting while maintaining public safety.

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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 at [www.redwoodenergy.org](http://www.redwoodenergy.org).

## **OPEN SESSION** Call to Order

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

### **2. ORAL COMMUNICATIONS**

This time is provided for people to address the Board on matters not on the agenda. At the conclusion of all oral 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 in 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 November 18, 2021, Board Meeting.

**3.2** Approve Disbursements Report.

**3.3** Accept Financial Reports.

**3.4** Authorize Extension of RCEA Resolution 2021-7 Ratifying Governor Newsom's March 4, 2021, State of Emergency Proclamation and Authorizing Remote Teleconference Meetings of RCEA's Legislative Bodies for the Period December 29, 2021, through January 27, 2022, Pursuant to Brown Act Revisions.

**3.5** RCEA Public Agency Coalition Enterprise (PACE) Board of Directors Representative Amendment

**3.5.1** Repeal Resolution 2020-7 Designating the Official Representative and Alternate Representative to the PACE JPA Board of Directors

**3.5.2** Adopt Resolution 2021-8 - Designation of the Official Representative and Alternate Representative to the PACE JPA Board of Directors, and

**3.5.3** Authorize the Deputy Executive Director to Sign All Applicable Documents.

**3.6** Approve Resolution 2021-9 Authorizing the RCEA Deputy Executive Director Access to Criminal History Information for Personnel Administration Purposes.

**3.7** Adopt Resolution 2021-10 Updating Financial Management Policy to Reflect Staff Position and Duty Changes.

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

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

### **5. NEW BUSINESS**

**5.1.** Humboldt Area Foundation CORE Hub presentation by Amy Jester, Humboldt Area Foundation Health and Nonprofit Resources Program Manager, and Jana Ganion, Blue Lake Rancheria Sustainability and Government Affairs Director

**5.2.** Community Advisory Committee Proposed 2022 Work Goals

Discuss and provide guidance on 2022 Community Advisory Committee work goals.

## **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.

**6. OLD CCE BUSINESS** – None.

**7. NEW CCE BUSINESS** – None.

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

**8. OLD BUSINESS** – None.

**9. NEW BUSINESS** – None.

## **10. STAFF REPORTS**

**10.1.** Report from Executive Director on Offshore Wind, Agency Updates and Bridge Loan

## **11. FUTURE AGENDA ITEMS**

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

## **12. CLOSED SESSION**

**12.1.** Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b)(1): Executive Director.

## **11. RECONVENE TO OPEN SESSION**

## **12. CLOSED SESSION REPORT**

## **13. ADJOURNMENT**

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### **NEXT REGULAR MEETING**

Thursday, January 27, 2022, 3:30 p.m.

This meeting will be an online teleconference following AB 361 Brown Act open public meeting law revisions of September 17, 2021, and RCEA Board Resolution 2021-7.

# Public Comment

2 - Oral Communications on Items  
Not Included in the Agenda



**From:** [NorCal Broads](#)  
**To:** [Administrator](#); [Lori Taketa](#); [Nancy Stephenson](#)  
**Subject:** Selection of Renewable Energy Providers and Contracts  
**Date:** Monday, December 6, 2021 7:04:52 PM

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Dear Directors of Redwood Coast Energy Authority,

Thank you for your management and lead role in community choice energy aggregation to secure alternative energy supply contracts. Your choices of power generation sources on behalf of your consumers are essential to lower costs and managing a green generation portfolio are necessary to secure climate resiliency and a transformed economy. The decisions you make today must be made with urgency, conviction and careful consideration as matters of public trust, fiduciary responsibility, transparency and with the best scientific available information.

As you select sources for alternative renewable energy for your communities of consumers, it is necessary that you consider the location of renewable energy generation projects.

I am writing to you on behalf of [Great Old Broads for Wilderness](#). *Great Old Broads for Wilderness (Broads) is a national grassroots organization, led by women, that engages and inspires activism to preserve and protect wilderness and wild lands. Conceived by older women who love wilderness, Broads gives voice to the millions of Americans who want to protect their public lands and wilderness for future generations. We bring knowledge, leadership, and humor to the wilderness preservation movement. **Also, we are educating communities about the critical connection between healthy public lands and climate change mitigation as stated in our*** [Climate Position Statement](#).

We want to draw your attention to the essential role that undisturbed desert soils play in carbon sequestration. As climate change continues to accelerate, it is essential to protect natural habitats that act as carbon sinks. When these areas are developed and disturbed,

additional carbon is released into the air and the plants and soils in those ecosystems are impacted, reducing their ability to absorb and store carbon. Studies around the world have shown that desert ecosystems can act as important carbon sinks. Per a 10- year study in the Mojave Desert at the Nevada Desert Free-Air CO<sub>2</sub> Enrichment Facility (NDFF), deserts store 9.7% of California carbon. This study and its implications can be found in the document [Science Brief Climate Mitigation in California, the Importance of Conserving Carbon in Deserts](#). ***Therefore, appropriate siting of renewable energy generation facilities must avoid disturbance of desert soils and these projects are best suited near transportation corridors, on brownfields and integrated with agricultural usage whenever possible.***

***Secondly, we are advocates of maintaining support of rooftop solar and the programs that accelerate its installation and access by consumers.*** In our urgent race against climate change, rooftop solar is a tool that must be in our clean energy toolbox. We will not be able to meet our renewable energy goals without rigorous support of rooftop solar, which should include a strong net metering program, no penalty fees for installing solar panels, and support of employment in the green energy sector. Our transformation to a clean energy future requires investment in the community of consumers' ability to generate electricity. Furthermore, rooftop solar reduces the need for transmission lines and disturbance of public lands for renewable energy projects as referenced in our [Climate Position Statement](#).

***The Northern California and Southern California chapters of Great Old Broads for Wilderness ask that you carefully select your investments and contracts and make project location part of your vetting and selection criteria. Intact wildlands sequester carbon and wild public lands should be prioritized for carbon storage, mitigating climate change, biodiversity, and promoting resilient landscapes.***

We look forward to your reply and careful consideration of your decisions as public stewards.


Respectfully,

Maureen Forney

[she/her](#)

San Leandro/Bear Valley (Alpine County)

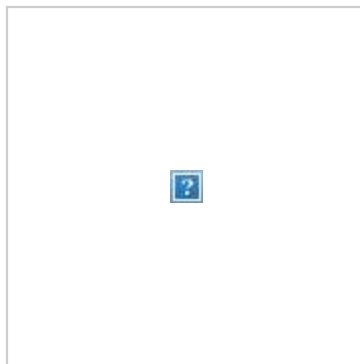
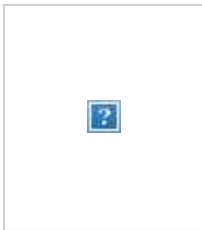
California Volunteer Advocate

 (text *only* please, with your name)

[norcalbroads@gmail.com](mailto:norcalbroads@gmail.com)

[Great Old Broads for Wilderness](#)

NorCal Broads



**From:** [Paul Woodworth](#)  
**To:** [dgrover@trinidad.ca.gov](#); [sschaefer@cityofarcata.org](#); [ccurran@bluelake.ca.gov](#); [sbauer@ci.eureka.ca.gov](#); [ferndale1057@gmail.com](#); [mlosey@ci.fortuna.ca.us](#); [wilsonf@cityofriodela.ca.gov](#); [Wilson, Mike](#); [woo@hbmwd.com](#); [Matthew Marshall](#); [Aisha Cissna](#); [Lori Taketa](#); [Nancy Stephenson](#); [Mike Avcollie](#)  
**Subject:** NEM 3 Action  
**Date:** Wednesday, December 15, 2021 11:02:38 AM

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To the RCEA Board Members & Staff:

Recognizing that it is late for the RCEA board to take action on this matter, we nonetheless want to bring your attention to the gutting of net energy metering (NEM) by the CPUC proposed decision just released on Monday December 13th. The proposed decision would eliminate the current economic benefits of rooftop solar to consumers as well as charge monthly fees for each kWh installed. It is frustratingly similar to AB1139 which your board voted to oppose back in May, it would likewise devastate the rooftop solar industry and derail progress towards California's climate goals. Besides the very real threat to our livelihoods, our crew, and 50,000 other solar jobs, the following statement in response to the CPUC proposed decision summarizes the situation:

"California is on a path to 100% renewable energy, and that path requires a sustained commitment to growing rooftop solar. Instead the CPUC's proposal is the equivalent of tying cement blocks to our ankles as we race to transition away from fossil fuels. State regulators calculate that to get to 100% clean energy, California needs at least 28 gigawatts (GW) of customer-sited solar by 2045; that's nearly three times as much as we have today. The momentum that rooftop solar has now would help us reach our goal – but to gut net metering is to gut that momentum. The CPUC needs to put California's climate change efforts first, ahead of the financial interests of the big utilities."

- Laura Deehan, State Director at Environment California Research & Policy Center.

Referenced Report: [www.energy.ca.gov/publications/2021/2021-sb-100-joint-agency-report-achieving-100-percent-clean-electricity](http://www.energy.ca.gov/publications/2021/2021-sb-100-joint-agency-report-achieving-100-percent-clean-electricity)

The final NEM3 decision is expected **January 27, 2022** - just six weeks away. Please help! Please take action to let Governor Newsom and the CPUC know this proposal is unacceptable. A letter from the San Diego CCA, SDCP is linked below. If you or an organization you belong to would also be willing to write a letter to Governor Newsom & the CPUC, we will do what we can to support that to happen. Please let us know.

CPUC proposed decision: <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M430/K903/430903088.PDF>

California Solar and Storage Association analysis: <https://calssa.org/blog>

San Diego Community Power NEM Support Letter (prior to Monday's proposed decision): [https://global-uploads.webflow.com/5e9348ebf70fbb64400b9e40/6153b9575c5cd41783ce4dcc\\_SDCP%20Staff%20Edited%20Letter%20re%20NEM%20%5B5%5D.pdf](https://global-uploads.webflow.com/5e9348ebf70fbb64400b9e40/6153b9575c5cd41783ce4dcc_SDCP%20Staff%20Edited%20Letter%20re%20NEM%20%5B5%5D.pdf)

Thank you for all the good work that you do,

Amber & Paul Woodworth  
707-502-7229

*RISE ENERGY*  
*CCL# 973891*



## **BOARD OF DIRECTORS MEETING DRAFT MINUTES**

**November 18, 2021 - Thursday, 3:30 p.m.**

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Notice of this meeting was posted on November 15, 2021. Chair Sheri Woo called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:32 p.m., stating that the teleconference meeting was being conducted pursuant to the AB 361 Brown Act open public meeting law revisions signed into law on September 16, 2021, and Governor Newsom's State of Emergency Proclamation of March 4, 2020. Chair Woo stated that the posted agenda contained public teleconference meeting participation instructions.

PRESENT: Vice Chair Stephen Avis, Scott Bauer, Chris Curran, David Grover, Mike Losey, Sarah Schaefer, Frank Wilson, Chair Sheri Woo. ABSENT: Mike Wilson. STAFF AND OTHERS PRESENT: Power Resources Director Richard Engel; RCEA Consultant Michael Furniss; Power Resources Manager Jocelyn Gwynn; The Energy Authority Client Services Manager Jaclyn Harr; Executive Director Matthew Marshall; Customer Service Coordinator Summer Sanderson; Clerk of the Board Lori Taketa.

There were no reports from member entities nor comments from the public on non-agenda items. Chair Woo closed the non-agenda item public comment period.

### **CONSENT CALENDAR**

- 3.1 Approve Minutes of October 28, 2021, Board Meeting.
- 3.2 Approve Disbursements Report.
- 3.3 Accept Financial Reports.
- 3.4 Accept Quarterly Budget Report (Q1).
- 3.5 Authorize Chair Woo to Finalize and Send a Letter to Senator Mike McGuire Expressing Support for the Great Redwood Trail and Opposition to New Coal Export Facilities and Infrastructure.
- 3.6 Authorize Extension of Resolution No. 2021-7 Ratifying Governor Newsom's March 4, 2020, State of Emergency Proclamation and Authorizing Remote Teleconference Meetings of RCEA's Legislative Bodies, for the Extension Period November 28, 2021, Through December 28, 2021, Pursuant to Brown Act Revisions of AB 361.
- 3.7 Approve Expanding the Mission of the Existing Long-Duration Storage Ad Hoc Committee to Encompass Review of California Community Power's Firm Clean Energy Resources Solicitation.
- 3.8 Approve Contracting with Breadcrumb Cybersecurity for a Total of \$24,375 to Perform a Data Security Assessment and Authorize the Executive Director to Develop and Execute the Contract and All Associated Documents.

**3.9 Approve Accepting Technology and Equipment for Clean Heating Initiative Quick Start Grant Program Funds and Authorize the Executive Director to Execute a Contract for the Grant and Any Associated Documents.**

No director nor member of the public requested items be removed from the consent calendar.

**M/S: Grover, Losey: Approve all consent calendar items.**

**The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson, Woo. Noes: None. Absent: M. Wilson. Abstain: None.**

Chair Woo confirmed there was a quorum to conduct CCE business.

## **OLD CCE BUSINESS**

### **6.1 Energy Risk Management Quarterly Report**

The Energy Authority Client Services Manager Jaclyn Harr reported on the significantly improved net revenue forecast for RCEA in 2022 due to anticipated changes in the power charge indifference adjustment (PCIA) exit fee and PG&E rates. The Board was advised to maintain the current rate discount relative to PG&E's rates at least through mid-2022 and build reserves to weather uncertain energy market and regulatory conditions. RCEA will face a cash shortfall for at the beginning of 2022 due to a lag between when bills for procuring energy and environmental energy products are due and when rate payer revenue is received.

Staff is investigating a line of credit or short-term loan to bridge the budget shortfall period. Like other CCAs, RCEA has been affected by high energy prices, high PCIA rates, and pandemic-related unpaid customer bills. RCEA will recoup about \$1.4 million of the \$3 million in unpaid customer energy bills in early 2022 through a state utility relief program. These funds are expected to arrive too late to impact the cash-flow shortfall period. The Sandrini Solar project development security deposit is also encumbering \$4 million in reserves, contributing to the need for a bridge loan. Staff will report on loan options in December.

Chair Woo invited public comment. There were no comments from the public on non-agenda items. Chair Woo closed the public comment period.

**M/S: Grover, Losey: Accept Energy Risk Management Quarterly Report.**

**The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson, Woo. Noes: None. Absent: M. Wilson. Abstain: None. Non-Voting: Woo.**

There was no new business to discuss.

## **OLD BUSINESS**

### **7.1 Consultant Presentation on Small Hydropower (Information only)**

RCEA Consultant Michael Furniss presented a report identifying six of the most promising small, grid-connected, run-of-the-river potential hydropower project sites in Humboldt County.

This research addresses a renewable energy development area identified in the updated RePower Humboldt strategic plan, Humboldt County General Plan and in the mission of public lands. The report provides information to remove some risks for potential small hydropower developers. Hydropower projects of between 100KW and 10 MW capacity are promising in Humboldt County since the area is reliably wet relative to the rest of the state, the steepness of many stream lengths is too steep for salmon or steelhead to use but ideal for tapping water's potential energy, and the timing of hydropower availability complements solar and wind power. Mr. Furniss and Bikash Pradhan, a Humboldt State University Environmental Resources Engineering program graduate student and run-of-the-river hydropower expert from Bhutan, will present more details of their research and suggested next steps for RCEA at two RCEA-sponsored webinars on December 7.

The directors discussed the need to promote and incentivize diverse renewable energy development given small hydropower's limited financial returns, and how small hydropower is deployed in other countries without environmental harm and how microhydro may help people to disconnect from the power grid and reduce energy demand.

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

## **NEW BUSINESS**

### **8.1 RCEA Comments on McKay Tract Subdivision Draft Environmental Impact Report**

Chair Woo recused herself at 4:59 p.m. due to a remote conflict of interest. Her employer, SHN, is a subcontractor working on this development project.

Executive Director Marshall reported on proposed RePower Humboldt-related comments on the North McKay Ranch Subdivision project's draft environmental impact report (DEIR), which was drafted by the Community Advisory Committee's (CAC) Major Projects Subcommittee. The CAC will propose assisting the agency with commenting on major development projects as part of their 2022 work plan at the Board's December meeting. The North McKay Ranch project DEIR comment period ends on December 1, before the Board will consider the CAC's 2022 work goals. The CAC formed an ad hoc Major Projects Subcommittee to propose comments on the McKay Tract project to the Board during the interim period.

The subcommittee's comments point out the County General Plan Energy Element's recognition of RCEA's RePower Humboldt document as one of the County's central planning documents, the need for RePower's goals to be addressed in the North McKay Ranch project's plans, the need for project consistency with RePower's transportation and emissions goals, and for project consistency with RePower's building electrification goals.

The directors expressed support for RCEA to submit the proposed comments on the North McKay Ranch Subdivision project and other major development projects and for development of a process for the CAC to follow in developing comments.

No member of the public responded to Vice Chair Avis' invitation to speak. Vice Chair Avis closed the public comment period.

**M/S: Losey, Grover: Approve RCEA comments on McKay Tract Subdivision Draft Environmental Impact Report pertaining to RePower Humboldt strategic plan goals and authorize the Executive Director to submit comments to the Humboldt County Planning and Building Department.**

**The motion passed with a unanimous roll call vote. Ayes: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson. Noes: None. Absent: M. Wilson. Recused: Woo.**

Chair Woo returned to the meeting at 5:13 p.m.

## **STAFF REPORTS**

### **9.1. Update from Executive Director (Information only)**

Executive Director Marshall reported that the Harbor District issued a request for qualifications for engineering, design and permitting work for an offshore wind dock. The Bureau of Ocean Energy Management designated a Moro Bay wind energy area and is on schedule to conduct a California-wide offshore wind auction in the fall. Eileen Verbeck, formerly employed at the City of Arcata, started work as RCEA's Deputy Executive Director, and will introduce herself to the Board at the December meeting.

No member of the public responded to Chair Woo's invitation for comment.

There were no requests for future agenda items from the directors or the public.

## **CLOSED SESSION**

Chair Woo invited public comment on agenda item 11.1 – Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b)(1): Executive Director.

There was no public comment on this item. The Board adjourned to closed session at 5:17 p.m. and reconvened in open session at 5:51 p.m.

Executive Director Marshall stated there was nothing to report out from closed session and adjourned the meeting at 5:51 p.m.

Lori Taketa  
Clerk of the Board



# Redwood Coast Energy Authority

## Disbursements Report

### As of October 31, 2021

Type	Date	Num	Name	Memo	Amount
Liability Check	10/01/2021	E-pay	Internal Revenue Service	Taxes	-27,163.20
Liability Check	10/01/2021	E-pay	EDD	Taxes	-6,059.20
Liability Check	10/01/2021	E-pay	Internal Revenue Service	Taxes	-65.41
Bill Pmt -Check	10/08/2021	ACH	Leapfrog Energy	September 2021 RA	-36,740.00
Bill Pmt -Check	10/08/2021	ACH	Tesla Motors	Change Order #003	-81,602.00
Liability Check	10/08/2021	E-pay	EDD	Taxes	-6,037.75
Liability Check	10/08/2021	E-pay	Internal Revenue Service	Taxes	-27,048.14
Liability Check	10/08/2021	12648	Umpqua Bank	Health Savings Account Contributions	-217.22
Bill Pmt -Check	10/08/2021	12649	Braun Blaising Smith Wynne	Legal Services - Regulatory - August	-1,289.51
Bill Pmt -Check	10/08/2021	12650	CA Dept. of Tax & Fee Administration	Electrical Energy Surcharge Return Q3 2021	-45,980.98
Bill Pmt -Check	10/08/2021	12651	Chargepoint	Blue Lake Rancheria bollards, cloud plan, etc.	-1,157.75
Bill Pmt -Check	10/08/2021	12652	City of Arcata	September Excessive Energy Use Tax	-3,654.44
Bill Pmt -Check	10/08/2021	12653	Dell USA	IT supplies	-4,002.66
Bill Pmt -Check	10/08/2021	12654	Diamond, Nancy	September legal services	-16,052.70
Bill Pmt -Check	10/08/2021	12655	Environmental Indicator Accounting Svcs.	Aug & Sept support services	-6,065.50
Bill Pmt -Check	10/08/2021	12656	North Coast Cleaning	September monthly cleaning service	-456.00
Bill Pmt -Check	10/08/2021	12657	The Climate Registry	Annual membership 2021-2022	-1,260.00
Bill Pmt -Check	10/08/2021	12658	City of Arcata	September Utility User Tax	-7,629.19
Check	10/08/2021	12659	VISA	Visa statement 08/24-/09/21/21	-5,636.89
Liability Check	10/08/2021	100821	Newport Group	Deferred Compensation Contributions	-14,395.91
Paycheck	10/08/2021	ACH	Employees	Payroll	-63,484.12
Bill Pmt -Check	10/10/2021	ACH	Keenan	Anthem Medical Insurance November 2021	-21,938.43
Bill Pmt -Check	10/25/2021	ACH	CalPine Corporation	Calpine September 2021 Costs	-61,495.68
Bill Pmt -Check	10/25/2021	ACH	Humboldt Redwood Company	Humboldt Sawmill Co. September 2021	-536,696.64
Bill Pmt -Check	10/25/2021	ACH	CA Community Power	Share of CCA joining procurement general op & staff co:	-10,080.68
Liability Check	10/25/2021	E-pay	EDD	Taxes	-5,995.39
Liability Check	10/25/2021	E-pay	Internal Revenue Service	Taxes	-26,878.20
Liability Check	10/25/2021	To Print	Newport Group	Deferred Compensation Contributions	-23.41
Bill Pmt -Check	10/25/2021	12660	Arcata Technology Center	Site Host Reimbursement 07/01-09/30/21	-464.96
Bill Pmt -Check	10/25/2021	12661	Blue Lake Rancheria	Site Host Reimbursement 07/01-09/30/21	-89.49
Bill Pmt -Check	10/25/2021	12662	City of Arcata	Site Host Reimbursement 07/01-09/30/21	-206.48
Bill Pmt -Check	10/25/2021	12663	City of Blue Lake	Site Host Reimbursement 07/01-09/30/21	-158.01
Bill Pmt -Check	10/25/2021	12664	City of Trinidad	Site Host Reimbursement 07/01-09/30/21	-355.53
Bill Pmt -Check	10/25/2021	12665	North Coast Unified Air Quality	Site Host Reimbursement 07/01-09/30/21	-347.65
Bill Pmt -Check	10/25/2021	12666	Open Door	Site Host Reimbursement 07/01-09/30/21	-111.48
Bill Pmt -Check	10/25/2021	12667	St. Joseph Hospital	Site Host Reimbursement 07/01-09/30/21	-811.83
Check	10/25/2021	12668-73	NEM Customers	NEM Closeouts	-735.48
Check	10/25/2021	12674	CCE Customer	EV Rebate #EV19	-2,250.00
Check	10/25/2021	12675	CCE Customer	Residential EVSE Rebate #: REVSE4	-312.39
Check	10/25/2021	12676	CCE Customer	EV Rebate #: EV20	-500.00
Check	10/25/2021	12677	CCE Customer	EV Rebate #: EV8	-1,000.00
Check	10/25/2021	12678	CCE Customer	Heat Pump Rebate #: 5604	-1,270.00
Check	10/25/2021	12679	CCE Customer	PA Equipment & Heat Pump Rebate #: 5633	-650.00
Check	10/25/2021	12680	NCIDC Inc.	PA Non-Residential Direct Install #: 6270	-9.07
Check	10/25/2021	12681	CCE Customer	PA Equipment Rebate & Heat Pump Rebate #: 5558	-1,600.00
Check	10/25/2021	12682	FIT Applicants:Renewable Properties LLC	Return of reservation deposits: Hatchery Road	-3,960.00
Check	10/25/2021	12683	FIT Applicants:Renewable Properties LLC	Return of reservation deposits: Hatchery Road	-3,960.00
Bill Pmt -Check	10/25/2021	12684	Aiqueous, LLC	PowerPath hours - September	-23,325.00
Bill Pmt -Check	10/25/2021	12685	AT&T	Phone & DSL services	-227.63
Bill Pmt -Check	10/25/2021	12686	Bithell, M.	Purchase reimbursement - postage	-5.71
Bill Pmt -Check	10/25/2021	12687	Dell USA	Dell Thunderbolt Docks	-4,998.45
Bill Pmt -Check	10/25/2021	12688	HCOE	Business Cards	-31.50
Bill Pmt -Check	10/25/2021	12689	Humboldt Fence Co.	Fence Installation at ACV project - CO #3	-3,500.00
Bill Pmt -Check	10/25/2021	12690	Local Government Commission	Annual Dues - Sustainable Energy Coalition	-2,750.00

Accrual Basis

**Redwood Coast Energy Authority**  
**Disbursements Report**  
As of October 31, 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/25/2021	12691	NYLEX.net, Inc.	Onsite network support services - November	-3,200.00
Bill Pmt -Check	10/25/2021	12692	PG&E Engineering	ACV Interconnection Fees	-197,475.87
Bill Pmt -Check	10/25/2021	12693	Times Printing Company	Mailer printing and postage	-25,995.82
Bill Pmt -Check	10/25/2021	12694	Winzler, John	Office Lease	-7,132.00
Liability Check	10/25/2021	102521	Newport Group	Deferred Compensation Contributions	-14,365.07
Paycheck	10/25/2021	ACH	Employees	Payroll	-63,002.99
<b>TOTAL</b>					<b><u>-1,383,909.41</u></b>

**Redwood Coast Energy Authority**  
**Profit & Loss Budget vs. Actual**  
July through October 2021

	<b>Jul - Oct 21</b>	<b>Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>5 REVENUE EARNED</b>			
Total 5000 · Revenue - government agencies	124,240.50	911,000.00	13.64%
Total 5100 · Revenue - program related sales	8,688.38	31,000.00	28.03%
Total 5400 · Revenue-nongovernment agencies	1,001,376.23	1,377,873.00	72.68%
Total 5500 · Revenue - Electricity Sales	14,331,692.82	44,645,168.00	32.1%
<b>Total 5 REVENUE EARNED</b>	<b>15,465,997.93</b>	<b>46,965,041.00</b>	<b>32.93%</b>
<b>Total Income</b>	<b>15,465,997.93</b>	<b>46,965,041.00</b>	<b>32.93%</b>
<b>Gross Profit</b>	<b>15,465,997.93</b>	<b>46,965,041.00</b>	<b>32.93%</b>
<b>Expense</b>			
Total 6 WHOLESALE POWER SUPPLY	13,369,109.53	41,084,582.00	32.54%
Total 7 PERSONNEL EXPENSES	911,053.26	3,517,800.00	25.9%
Total 8.1 FACILITIES AND OPERATIONS	230,174.75	3,313,389.00	6.95%
Total 8.2 COMMUNICATIONS AND OUTREACH	40,968.48	118,570.00	34.55%
Total 8.3 TRAVEL AND MEETINGS	112.53	44,300.00	0.25%
<b>8.4 PROFESSIONAL &amp; PROGRAM SRVS</b>			
8400 · Regulatory	29,319.45	180,000.00	16.29%
8410 · Contracts - Program Related Ser	218,802.00	393,000.00	55.68%
8420 · Accounting	220.00	55,000.00	0.4%
8430 · Legal	52,664.95	153,000.00	34.42%
8450 · Wholesale Services - TEA	218,328.00	639,088.00	34.16%
8460 · Procurement Credit - TEA	222,374.05	340,032.00	65.4%
8470 · Data Management - Calpine	246,250.56	738,144.00	33.36%
<b>Total 8.4 PROFESSIONAL &amp; PROGRAM SRVS</b>	<b>987,959.01</b>	<b>2,498,264.00</b>	<b>39.55%</b>
<b>Total 8.5 PROGRAM EXPENSES</b>	<b>180,956.61</b>	<b>631,393.00</b>	<b>28.66%</b>
<b>Total 8.6 INCENTIVES &amp; REBATES</b>	<b>33,812.86</b>	<b>601,000.00</b>	<b>5.63%</b>
<b>Total 9 NON OPERATING COSTS</b>	<b>352.27</b>	<b>414,320.00</b>	<b>0.09%</b>
<b>Total Expense</b>	<b>15,754,499.30</b>	<b>52,223,618.00</b>	<b>30.17%</b>
<b>Net Ordinary Income</b>	<b>-288,501.37</b>	<b>-5,258,577.00</b>	<b>5.49%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>6,600,000.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-288,501.37</b>	<b>1,341,423.00</b>	<b>-21.51%</b>

**Redwood Coast Energy Authority**  
**Balance Sheet**  
As of October 31, 2021

	<u>Oct 31, 21</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1050 · GRANTS & DONATIONS 3840	15,995.51
1060 · Umpqua Checking Acct 0560	-4,052.18
1071 · Umpqua Deposit Cntrl Acct 8215	6,610,638.22
1075 · Umpqua Reserve Account 2300	9,982.25
1076 · First Republic Bank - 4999	115,218.00
8413 · COUNTY TREASURY 3839	5,329.01
Total Checking/Savings	6,753,410.81
Total Accounts Receivable	300,639.23
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-1,675,546.03
1103 · Accounts Receivable-Other	7,768,569.48
1120 · Inventory Asset	21,715.00
1202 · Prepaid Expenses	-5,104.27
1205 · Prepaid Insurance	11,998.61
1499 · Undeposited Funds	1,377.00
Total Other Current Assets	6,123,009.79
Total Current Assets	13,177,059.83
Fixed Assets	
1500 · Fixed Asset	
1501 · Construction in Progress - ACV	8,186,540.70
1500 · Fixed Asset - Other	236,690.39
Total 1500 · Fixed Asset	8,423,231.09
1600 · Accumulated depreciation	-21,201.38
Total Fixed Assets	8,402,029.71
Total Other Assets	4,293,600.00
<b>TOTAL ASSETS</b>	<b><u>25,872,689.54</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Total Accounts Payable	5,173,221.44
Total Credit Cards	10,748.58
Other Current Liabilities	
2002 · Deposits Refundable	244,845.00
2013 · Unearned Revenue - PA 2020-2023	1,464,718.45
Total 2100 · Payroll Liabilities	150,463.69
Total Other Current Liabilities	1,860,027.14
Total Current Liabilities	7,043,997.16
Long Term Liabilities	
2700 · Long-Term Debt	
2704 · USDA Loan	4,821,218.00
Total 2700 · Long-Term Debt	4,821,218.00
Total Long Term Liabilities	4,821,218.00
Total Liabilities	11,865,215.16
Equity	
2320 · Investment in Capital Assets	215,489.00
3900 · Fund Balance	14,080,486.75
Net Income	-288,501.37
Total Equity	14,007,474.38
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>25,872,689.54</u></b>



**STAFF REPORT**  
**Agenda Item # 3.4**

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
PREPARED BY:	Lori Taketa, Clerk of the Board
SUBJECT:	Virtual Board Meeting Authorization Extension

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**SUMMARY**

On September 16, 2021, Governor Newsom signed AB 361 allowing legislative bodies to meet virtually provided there is a state of emergency, and either 1) state or local officials have imposed or recommended measures to promote social distancing, or 2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

To continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within 30 days of its first meeting under AB 361, and every 30 days thereafter, make findings affirming the continuing conditions outlined above. This item would extend Resolution 2021-7 by making the necessary findings to permit remote meetings.

The Governor's March 2020, State of Emergency is still in effect and the Centers for Disease Control and Prevention lists Humboldt County as an area of high transmission. The Humboldt County Health Officer reports that local hospitals are still treating large numbers of COVID-19 patients, the Delta variant is widespread in the County and that the Omicron variant, with yet-to-be-determined characteristics, is expected to circulate widely in the U.S.

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**STAFF RECOMMENDATION**

Authorize extension of Resolution No. 2021-7 Ratifying Governor Newsom's March 4, 2020, State of Emergency Proclamation and Authorizing Remote Teleconference Meetings of RCEA's Legislative Bodies, for the extension period December 29, 2021, through January 27, 2022, pursuant to Brown Act revisions of AB 361.

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**ATTACHMENTS**

Resolution No. 2021-7 - A Resolution of the Board of Directors of the Redwood Coast Energy Authority Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Redwood Coast Energy Authority for the Period October 28, 2021, through November 27, 2021, Pursuant to Brown Act Provisions. (Previously extended from November 28, 2021, through December 28, 2021.)

**RESOLUTION NO. 2021-7**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE REDWOOD COAST ENERGY AUTHORITY  
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY  
BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020,  
AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS  
OF THE LEGISLATIVE BODIES OF REDWOOD COAST ENERGY AUTHORITY  
FOR THE PERIOD OCTOBER 28, 2021, THROUGH NOVEMBER 27, 2021,  
PURSUANT TO BROWN ACT PROVISIONS**

**WHEREAS**, the Redwood Coast Energy Authority (RCEA) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of RCEA's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch RCEA's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within RCEA's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body has determined that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in Humboldt County, specifically, Governor Newsom's Proclamation of a State of Emergency of March 4, 2020, remains in effect; and

**WHEREAS**, the Centers for Disease Control and Prevention continue to list Humboldt County as an area of high transmission of COVID-19 and Humboldt County Health Officer Dr. Ian Hoffman issued a recommendation on September 29, 2021, to continue to practice physical distancing at meetings of legislative bodies and stated that virtual meetings do the most to reduce COVID-19 risk; and

**WHEREAS**, the Board of Directors does hereby find that the COVID-19 public health emergency and increased risk of infection has caused, and will continue to cause, conditions of peril to the safety of persons within Humboldt County that are likely to be beyond the control of services, personnel, equipment, and facilities of RCEA, and desires to ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the emergency, the Board of Directors does hereby find that the legislative bodies of RCEA shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, public access and participation in meetings of RCEA's legislative bodies shall be provided via online video conferencing software which shall also allow for public participation and real-time public comment opportunity by telephone.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF REDWOOD COAST ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Imminent Risk of In-Person Meetings. The Board hereby proclaims that as Humboldt County remains an area of high transmission of COVID-19 as determined by the Centers for Disease Control and Prevention, that meeting in-person presents imminent risks to the health or safety of attendees.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

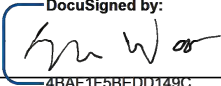
Section 4. Remote Teleconference Meetings. The staff and legislative bodies of Redwood Coast Energy Authority, including but not limited to the Board of Directors and its subcommittees, and the Community Advisory Committee and its subcommittees, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

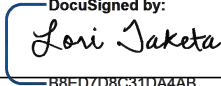
Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days or until this Resolution is extended by a majority vote of the Board of Directors in accordance with Section 6 of this Resolution.

Section 6. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

Adopted this 28th day of October, 2021

ATTEST:

DocuSigned by:  
  
 4BAF1F5BEDD149C  
 Sheri Woo, RCEA Board Chair

DocuSigned by:  
  
 B8ED7D8C31DA44AB  
 Lori Taketa, Clerk of the Board

Date: 11/2/2021

Date: 11/4/2021

### CLERK'S CERTIFICATE

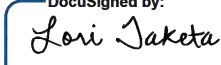
I hereby certify that the foregoing is a true and correct copy of Resolution 2021-7 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 28th day of October, 2021, by the following vote:

AYES: Avis, Bauer, Curran, Grover, Losey, Schaefer, F. Wilson, M. Wilson, Woo.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

DocuSigned by:  
  
B8ED7D8C34DA4AB...  
Clerk of the Board, Redwood Coast Energy Authority





## **STAFF REPORT**

### **Agenda Item # 3.5**

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
PREPARED BY:	Eileen Verbeck, Deputy Executive Director
SUBJECT:	Authorize Amending the RCEA Representative on the Public Agency Coalition Enterprise (PACE) Board of Directors from the Executive Director to the Deputy Executive Director

### **SUMMARY**

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In September 2020 the Board of Directors designated the Executive Director as the official representative from RCEA to serve on the Public Agency Coalition Enterprise (PACE) Board of Directors. RCEA's participation in PACE provides a medical benefit program for staff. PACE was formed in 2012 through a Joint Powers Agreement (JPA), and it consists of 38 small public agencies, many of them located in the Central Valley and Sierra Nevada area, but also includes two local agency members, the City of Rio Dell, and Humboldt Bay Fire.

In November of 2021 RCEA hired a Deputy Executive Director, Eileen Verbeck, to oversee many of RCEA's internal functions, including human resources and risk management (including workers compensation and employee safety). Staff recommends that the Board authorize changing the official representative from the Executive Director to the Deputy Executive Director and keeping the Manager of Human Resources & Workforce Development as the alternate.

### **FINANCIAL IMPACT**

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There are no financial impacts to amending the official representative to the PACE JPA Board of Directors.

### **STAFF RECOMMENDATION**

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#### Approve:

1. Repeal Resolution 2020-7 Designating the Official Representative and Alternate Representative to the PACE JPA Board of Directors
2. Adopt Resolution 2021-8 – Designating the Official Representative and Alternate Representative to the PACE JPA Board of Directors, and
3. Authorize the Deputy Executive Director to sign all applicable documents.

**ATTACHMENTS:**

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1. Resolution 2020-7 Designation of RCEA Representative to the PACE Board
2. Resolution 2021-8 Change in Designation of RCEA Representative to the PACE Board
3. PACE Joint Powers Agreement
4. PACE Amended Bylaws

RESOLUTION NO. 2020-7

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE REDWOOD COAST ENERGY AUTHORITY  
DESIGNATING THE OFFICIAL REPRESENTATIVE AND ALTERNATE REPRESENTATIVE  
TO THE PUBLIC AGENCY COALITION ENTERPRISE JPA BOARD OF DIRECTORS**

**WHEREAS**, the Redwood Coast Energy Authority (RCEA) is a member of the Public Agency Coalition Enterprise (PACE) JPA; and

**WHEREAS**, the PACE JPA requires each member agency to have a representative at the regularly scheduled meetings; and

**WHEREAS**, the Bylaws of the PACE JPA requires the Board of each member agency to appoint a representative and alternate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redwood Coast Energy Authority that:

1. the Executive Director is hereby appointed as the official representative from RCEA to serve on the PACE Board of Directors; and,
2. the Manager of Human Resources & Workforce Development is hereby designated as the official alternate from RCEA to attend the PACE JPA meetings, in the absence of the Executive Director.

Adopted this 24<sup>th</sup> day of September, 2020

ATTEST:

  
Austin Allison, RCEA Board Chair

  
Lori Taketa, Clerk of the Board

Date: 9/24/2020

Date: 9/24/2020

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2020-7 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 24<sup>th</sup> day of September, 2020, by the following vote:

AYES: Allison, Avis, Curran, Glaser, Grover, F. Wilson,  
M. Wilson, Winkler, Woo.  
NOES: None.  
ABSENT: None.  
ABSTENTIONS: None.

Lori Talbot

Clerk of the Board, Redwood Coast Energy Authority

**RESOLUTION NO. 2021-8**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE REDWOOD COAST ENERGY AUTHORITY  
DESIGNATING THE OFFICIAL REPRESENTATIVE AND ALTERNATE REPRESENTATIVE  
TO THE PUBLIC AGENCY COALITION ENTERPRISE JPA BOARD OF DIRECTORS**

**WHEREAS**, the Redwood Coast Energy Authority (RCEA) is a member of the Public Agency Coalition Enterprise (PACE) JPA; and

**WHEREAS**, the PACE JPA requires each member agency to have a representative at the regularly scheduled meetings; and

**WHEREAS**, the Bylaws of the PACE JPA requires the Board of each member agency to appoint a representative and alternate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redwood Coast Energy Authority that:

1. the Deputy Executive Director is hereby appointed as the official representative from RCEA to serve on the PACE Board of Directors; and,
2. the Manager of Human Resources & Workforce Development is hereby designated as the official alternate from RCEA to attend the PACE JPA meetings, in the absence of the Deputy Executive Director.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
Sheri Woo, RCEA Board Chair

\_\_\_\_\_  
Lori Taketa, Clerk of the Board

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

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

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2021-8 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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Clerk of the Board, Redwood Coast Energy Authority

**AMENDED AND RESTATED**  
**JOINT EXERCISE OF POWERS AGREEMENT**

**PUBLIC AGENCY COALITION ENTERPRISE**

**JOINT POWERS AUTHORITY**

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### JOINT POWERS AGREEMENT

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2. Functions of PACE
3. Powers of PACE
4. Term of the Agreement
5. Bylaws
6. Membership in PACE
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8. Termination of Agreement
9. Disposition of Property and Funds
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12. Liability
13. Enforcement
14. Definitions

### EXHIBIT A: BYLAWS

#### Preamble

- I. Board of Directors
- II. Rules of the Board of Directors
- III. Executive Committee
- IV. Rules of the Executive Committee
- V. Officers
- VI. Finance
- VII. Memorandum of Coverage
- VIII. Accounts and Records
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# JOINT EXERCISE OF POWERS AGREEMENT

## PUBLIC AGENCY COALITION ENTERPRISE

This Joint Exercise of Powers Agreement ("Agreement") is entered into pursuant to the provisions of title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, for the purpose of operating an agency to be known as the Public Agency Coalition Enterprise which shall be organized and operated as a California joint powers authority ("JPA").

### WITNESSETH:

**WHEREAS**, it has been determined to be to the mutual benefit and in the best interests of the agencies who have signed this Agreement and those that may later sign onto this Agreement ("Signatories") to join together to establish a JPA to carry out the purposes and powers as later described herein; and

**WHEREAS**, it has been determined by the Signatories that there is a need to establish and operate a cooperative program for the purchase of insurance, creation and management of pooled self-insurance programs, and/or the implementation of appropriate risk management activities, and other related services and programs for insured and self-insured members ("Program"); and

**WHEREAS**, it has also been determined that such a Program is of value on an individual and mutual basis; and

**WHEREAS**, it has also been determined that the establishment of a Program can adequately meet the needs of the of Signatories; and

**WHEREAS**, Title 1, Division 7, Chapter 5, Article 1, of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the Signatories does agree as follows:

#### 1. CREATION OF THE JOINT POWERS AUTHORITY

A JPA, separate and apart from each public agency that is a Signatory, shall be and is hereby created and shall hereafter be designated as the Public Agency Coalition Enterprise ("PACE").

## 2. PURPOSE AND POWERS

(a) PACE is established for the purpose of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and for taking all action necessary and appropriate for the establishment, operation and maintenance of the Program and to provide a forum for discussion, study, development and implementation of recommendations relating to the Program.

(b) The powers of PACE are:

(1) To establish a vehicle for the cost effective purchase of employee benefits insurance and/or such other insurance by and for the Members of PACE ("Members"),

(2) To establish such programs of and/or for self-insurance and/or risk pooling arrangements as the Board of Directors of PACE ("Board") shall deem appropriate.

(3) To facilitate the cost-effective purchase of third-party administration (TPA) and other services deemed appropriate by the Board for the Members.

(4) To take such actions and to enter into such contracts as may be necessary for to accomplish the purpose stated in this Section 2(b).

(5) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the creating and sustaining the Program including, but not limited to, the acquisition of such resources, facilities, equipment and personnel as may be necessary the Program.

(6) To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.

(7) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental agency in furtherance of the Program.

(8) To invest surplus reserve funds as deemed appropriate by the Board and as required by law.

(9) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other joint programs.

(10) To sue and be sued in the name of PACE.

(11) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

(12) To exercise any power common to the Signatories, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of PACE shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a member of a JPA except as otherwise provided in this Agreement.



#### **4. TERM OF THE AGREEMENT**

This Agreement shall become effective on August 6, 2014. With respect to organizations that have previously executed a Joint Exercise of Powers Agreement (JPA Agreement) with PACE, this amended and restated Agreement shall expressly supersede the prior JPA Agreement. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the Signatories, the successor in interest or successors in interest to the obligations of any such reorganized Signatory may be substituted as a party or as parties to this Agreement.

#### **5. BYLAWS**

(a) PACE shall be governed pursuant to bylaws ("Bylaws"), approved and adopted by the Board and by such amendments to the Bylaws as may from time to time be adopted. Upon approval by the Board, a copy of the Bylaws and all subsequent amendments thereto, shall be attached to and incorporated into this Agreement as Exhibit A. PACE shall be operated pursuant to this Agreement and the Bylaws.

(b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. Such amendments shall be binding upon all Members of PACE ("Members"). The effective date of any Bylaw amendment will be on the first day of the next month following adoption, unless otherwise stated.

#### **6. DESIGNATION OF PROGRAM MANAGER**

It is recognized that for PACE to develop and maintain a financially sound, cost-effective Program and to grow its membership, oversight of the Program must be provided by a party that has a demonstrated record of success in dealing with insurance and self-insurance programs of public agencies and in managing JPA's established for insurance-related purposes. To that end, it is agreed that Keenan & Associates shall be the Program Manager of PACE. Any decision to remove Keenan as the Program Manager shall be carried out in the manner provided in the Bylaws.

#### **7. MEMBERSHIP IN PACE**

(a) Each Signatory must be eligible for membership in PACE as defined in the Bylaws, and shall become a Member on the effective date of this Agreement or on the date that the Signatory becomes a party to this Agreement, whichever is later. Each public agency that becomes a Member shall be entitled to the rights and privileges of membership. By signing this Agreement each Signatory agrees to be subject to and bound by all terms and conditions of this Agreement and of the Bylaws.

(b) Upon approval the Executive Committee, any self-insured or fully insured California public agency or California JPA, may become a Member by executing a copy of this Agreement

(c) Each Member shall (i) pay its own insurance premiums for programs of commercial insurance purchased through PACE, (ii) make such contributions as the Board may deem necessary for any pooled self-insurance program established by PACE, (iii) maintain the minimum self-insured retention as may be set by the Board in conjunction with any insurance or self-insurance coverage arranged, established, or provided for by PACE, (iv) perform such other acts as are reasonably required by the Board in conjunction with the Program, and (v) with respect to self-insured Members securing TPA services through PACE, agree to the terms of the TPA services agreement.

## **7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP**

(a) Any Signatory which has completed two complete years as a Member may voluntarily terminate this Agreement as to itself and withdraw from membership in PACE. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.

(b) A Member may be involuntarily terminated from PACE as provided the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party, but shall have no effect on the continued operation of this Agreement with respect to other Signatories.

## **8. TERMINATION OF PACE**

This Agreement and the JPA may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the Members of PACE; provided, however, that PACE and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of PACE.

## **9. DISPOSITION OF PROPERTY AND FUNDS**

(a) In the event of the dissolution of PACE, the complete recision, or other final termination of this Agreement by the Signatories then a party hereto, any property interest remaining in PACE following a discharge of all obligations shall be disposed of as provided for by the Bylaws.

(b) In the event a Signatory terminates its participation in this Agreement and membership in PACE, any property interest of that Signatory remaining in PACE following discharge of its obligations shall be disposed of as provided for by the Bylaws.

(c) The term "obligations," as referred to herein, shall include, but not be limited to, all payments required by law together with any other obligations incurred by PACE or a Signatory, as applicable, pursuant to this Agreement or the Program.

## **10. AMENDMENTS**

This Agreement may be amended at any time in writing by agreement of by three-fourths (3/4) of the-current Signatories. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in the amendment.

## **11. SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

## **12. LIABILITY**

(a) Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the Signatories are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the Signatories or upon PACE for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and the operation of the JPA.

If a Signatory is held liable upon any judgement for damages caused by such an act or omission and makes payments in excess of its pro rata share on such judgment, such Signatory is entitled to contribution from each of the other Signatories that were parties to the Agreement at the time of the



incident or action giving rise to the liability. A Signatory's pro rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.

(b) PACE may insure itself, to the extent deemed necessary or appropriate by the Board, against loss, liability, and claims arising out of or connected with this Agreement.

### 13. ENFORCEMENT

The Board is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by PACE and judgment is recovered against a Signatory, the Signatory shall pay all costs incurred by PACE, including reasonable attorney's fees as fixed by the court.

### 14. EXECUTION

Those public agencies who are the original Signatories to this Agreement shall be considered the founding Members of PACE. Each public agency that subsequently seeks to join PACE will be required to sign an "Agreement and Acceptance" form in substantially the same form as Exhibit B, the execution of which will cause the public agency to be deemed a Signatory of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

#### SIGNATORIES:

Name of Agency: Town of Danville

Date: Sept. 4, 2014

By: Rennie M. Tiscari

Title: PACE Board President

Name of Agency: City of Livingston

Date: Sept. 8 2014

By: Torel Ramirez

Name of Agency: Del Mar Union School District

Date: 9-14-14

By: Catherine Birko

Name of Agency: Municipal Services Authority

Date: September 16, 2014

By:  Digitally signed by RH Averett  
Date: 2014.09.16 16:42:40 -07'00'

**EXHIBIT A**

**Bylaws of PACE**

[To be attached once approved by PACE Board of Directors]

## **EXHIBIT B**

### **AGREEMENT AND ACCEPTANCE OF AMENDED AND RESATATED JOINT EXERCISE OF POWERS AGREEMENT**

**WHEREAS**, the undersigned public agency ("Agency") seeks to become a member of the Public Agency Coalition Enterprise ("PACE");

**WHEREAS**, the Board of Directors has approved the undersigned's application for membership in PACE,

**NOW ,THEREFORE**, in consideration of being granted membership in PACE, the Agency hereby accepts and agrees that, as of the Effective Date noted below, it shall be bound by all terms and conditions of the Amended and Restated Joint Exercise of Powers Agreement attached hereto, as if the Agency had been an original signatory thereto.

Insert Name of Public Agency

BY: \_\_\_\_\_

Name: Insert Name of Person Signing

Title: Insert Title of Person Signing



**AMENDED AND RESTATED BYLAWS  
PUBLIC AGENCY COALITION ENTERPRISE  
JOINT POWERS AUTHORITY**

**PREAMBLE**

The Public Agency Coalition Enterprise Joint Powers Authority ("PACE" or "JPA") is established for the purpose of the establishment, operation, and maintenance of a joint program for employee benefits coverage, and such other coverages and associated services as the Board may later determine, by its members ("Members"), and to provide a forum for discussion, study, development, and implementation of programs regarding employee benefits, insurance, and self-insurance. PACE shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State.

**ARTICLE I  
BOARD OF DIRECTORS**

- A. A Board of Directors ("Board") is hereby established to direct and control PACE. The number of directors shall equal the number of Members. As additional Members are added, the number of directors shall be adjusted accordingly without need to amend these bylaws.
- B. Each Member of PACE shall appoint one of its employees to serve on the Board, and shall notify PACE in writing of the appointment. Each Member will also appoint one Alternate Board member who shall serve in the absence of the Board member. The Insurance Advisory Committee described in Article VIII ("IAC") shall also appoint one of its members to serve on the Board.
- C. Each Director shall serve an indefinite term which shall end upon the occurrence of any of the following events:
  - 1. Written notice from the appointing Member that it has appointed a replacement for the director;
  - 2. The director ceases to be an employee of the appointing Member, or the IAC, if service as IAC representative;
  - 3. The director provides written notice of resignation; or
  - 4. The director is involuntarily removed from office by a majority vote of the Board.Any vacancy on the Board shall be filled by the Member that appointed the Director leaving the vacancy.
- D. The Board shall meet at least annually and at other times as special meetings are called. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Board and filed with each Member. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Sections 54950, et seq., of the California Government Code ("Act"), as from time to time amended, and in accordance with rules adopted by the Board, provided that such rules are not inconsistent with the Act. The Board

shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members true and correct copies of the minutes of such meetings.

- E. The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its Members as an agent for the purpose of receiving service on behalf of PACE.
- F. Each Director shall have one vote and, unless otherwise provided under these Bylaws, the action of a majority of Directors at any meeting at which a quorum is present shall constitute the action of the Board. A quorum shall consist of a majority of Directors present at any regular or specially called meeting of the Board.
- G. In addition to those standing committees established by the Bylaws, the Board may appoint and dissolve working committees whose function shall be as designated by the Board. Working committees shall not have authority to act on behalf of the Board, but shall present information, offer input, and/or make suggestions and recommendations to the Board. Unless otherwise prohibited by law or these Bylaws, membership in a working committee is not restricted to Directors. Any employee of a Member may serve on a working committee, provided, however, that each working committee shall have at least one (1) member who is a Director. The President shall appoint the chair and all members of each working committee.
- H. No Director shall receive any compensation in exchange for service as a Director, provided, however, that the Directors shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.
- I. The JPA may secure insurance coverage for the Board of Directors.

## **ARTICLE II**

### **POWERS OF THE BOARD OF DIRECTORS**

- A. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement (“JPA Agreement.”)
- B. The Board of Directors shall directly or by contract take such action and provide for services required to effectively implement all aspects of this joint program.
- C. Unless otherwise prohibited by law or these Bylaws, the Board may delegate to the Executive Committee the authority to act on Behalf of the Board on any matter that is to be brought before the Board.
- D. The Board shall designate and engage a Program Manager to oversee the day-to-day activities of the JPA.

### **ARTICLE III EXECUTIVE COMMITTEE**

- A. Once the Authority has reached seven (7) Members, the Board may, at its discretion, establish an Executive Committee. The size of the Executive Committee shall be as set by resolution of the Board. The Executive Committee shall be comprised of the PACE Officers and such other Directors as are elected by the Board. Until such time as the Executive Committee is established, the powers and duties of the Executive Committee as designated in these Bylaws shall be the responsibility of the full Board of Directors.
- B. The non-Officer members of the Executive Committee shall be elected by a majority vote of the Directors and shall serve a term ending on December 31 of odd numbered years. In the event of a vacancy on the Executive Committee, the vacancy shall be filled by the majority vote of the Executive Committee. Any individual elected to fill a vacancy shall serve for the remainder of the unexpired term.
- C. The Executive Committee may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each fiscal year. Such meetings may be held concurrent with PACE meetings. The date, time, and place for each such regular meeting shall be fixed by resolution of the Executive Committee, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Executive Committee and filed with each Member of PACE.

All meetings of the Executive Committee shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.) ("Brown Act") of the California Government Code, as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Executive Committee not inconsistent therewith.

- D. Except as otherwise provided or permitted by law, all meetings of the Executive Committee shall be open and public. The Executive Committee shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of PACE true and correct copies of the minutes of such meetings.
- E. Each member of the Executive Committee shall have one (1) vote and, unless otherwise provided in these bylaws, the action of a majority at any meeting at which a quorum is present shall constitute the action of the Executive Committee. A quorum shall consist of a majority of Directors, or their Agency Alternate, present at any regular or specially called meeting of the Executive Committee.
- F. No individual shall receive any compensation in exchange for service on the Executive Committee, provided, however, that the members of the Executive Committee shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.

## **ARTICLE IV POWERS OF THE EXECUTIVE COMMITTEE**

- A. The Executive Committee may establish rules governing its own conduct and procedure, and have such expressed or implied PACE as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, the Agreement, or any rule, policy, procedure, action, or directive of the Board. The Executive Committee shall have no power to overrule or invalidate any action validly taken by the Board.
- B. The Executive Committee shall have the duty to act on behalf of the Board in between the meetings of the Board, but only as described in Part C below.
- C. The powers of the Executive Committee include:
  - 1. Appoint and dissolve working committees;
  - 2. Directly or by contract provide for services required to effectively implement all aspects of this joint program;
  - 3. Review, approve and/or terminate any contract to which PACE is a party, except that the JPA's contract with the Program Manager may only be approved or terminated by the full Board;
  - 4. Approve admission of new Members;
  - 5. Approve the health benefits insurance and insurance-related programs to be offered to the Members;
  - 6. Work with the Program Manager, as appropriate, to oversee PACE's insurance programs and day-to-day operations; and
  - 7. Any other power necessary to conduct the business of PACE unless such power is specifically reserved to the Board.

## **ARTICLE V OFFICERS**

- A. The Officers of PACE shall be elected by the Board, and shall be the President, Vice President, Secretary/Treasurer, and Past President. Each officer, not including the Past President, shall serve a 2-year term. The Past President will serve a 1-year term upon leaving office. The President and Secretary/Treasurer will serve a 2-year term ending on December 31 of even numbered years, and the Vice President will serve a 2-year term ending on odd numbered years. Any person elected or appointed as an Officer may be removed at any time, with or without cause, by a majority vote of the Board. Any vacancy in an Officer position shall be filled by the Board.
- B. The President shall be the chief executive officer and shall have general supervision and direction of the business of PACE, shall see that all orders and resolutions of the Board are carried into effect, and shall have other powers and perform such other duties as may be prescribed from time to time by the Board. The President shall also be a Member of all working committees established by the Board or Executive Committee.
- C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board or the President. In the absence or disability of the

President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

D. The Secretary/Treasurer shall have the following duties:

1. Attend all meetings of PACE and record all votes and the minutes of all meetings;
2. Give, or cause to be given, notice of all meetings of PACE when notice is required by law or these Bylaws;
3. Act as the chief financial officer of PACE and assume the following duties described in Sections 6505.1 and 6505.5 of the California Government Code:
  - i. Receive and receipt for all money of PACE and place it in a County Treasury and/or a commercial account as approved by PACE to the credit of PACE;
  - ii. Be responsible for the safekeeping and disbursement of all money of PACE; and
  - iii. Pay, when due, out of money of PACE, all legitimate and verifiable sums payable by PACE.
4. Verify and report in writing on the first day of July, October, January, and April of each year, or as soon as possible thereafter, to PACE, the amount of money he holds for PACE, the amount of receipts since his last report, and the amount paid out since his last report.
5. Act as Custodian of PACE property; and
6. Perform such other duties as may be prescribed from time to time by law or by PACE or the President.

## **ARTICLE VI MEMBERSHIP**

- A. Membership in PACE is open to any commercially insured or self-insured California public agency. Membership shall be deemed to be effective when the prospective Member has:
1. Been approved by the Board or Executive Committee;
  2. Has executed the Agreement; and
  3. Agreed in writing to be bound by these Bylaws.
- B. For purposes of Section A above, “public agency” means any city, state, county, or local government or an agency of city, state, county, or local government, or other public entity or any joint powers authority comprised of any of the foregoing and serving the interests of the public entities detailed in this section.

## **ARTICLE VII PROGRAM MANAGER**

A Program Manager shall oversee the day-to-day operations and administrative functions of PACE. The Program Manager shall also act as PACE’s benefits consultant and insurance broker for the organization. Given its extensive experience as an insurance broker/consultant and in the management of pooled insurance programs and joint powers authorities, Keenan shall serve as PACE’s Program Manager. Keenan shall serve at the pleasure of the Board and may be removed as the Program Manager if such removal is authorized by unanimous consent of all Directors. The

compensation of the Program Manager will be set each year by the Board. Members shall comply with any initiatives or programs implemented by the Program Manager on behalf of PACE, including, but not limited to, the use of the BenefitBridge data platform to facilitate enrollment and the transmission of eligibility data.

## **ARTICLE VIII INSURANCE ADVISORY COMMITTEE**

- A. There shall be created an Insurance Advisory Committee (“IAC”) whose purpose shall be to advise and consult with the Board with respect to the interests and concerns of non-management employees of the Members. Each Member shall designate up to two (2) individuals from the organization to serve on the IAC. Individuals shall serve on the IAC at the pleasure of the appointing Member and any individual so serving may be removed and replaced by the appointing Member at any time for any reason.
- B. The IAC shall appoint two (2) members of the Committee to serve as Directors of the Authority. Except as expressly described in this Article VII, any individual representing the IAC on the Board of Directors shall have the same duties, responsibilities, and conditions of tenure as each other Director.
- C. The IAC shall select one individual to serve as its Chair. The Chair shall preside over all meetings of the IAC.
- D. The IAC shall function only in an advisory capacity and shall have no authority to take any action or make any decision on behalf of the Authority.
- E. All meetings of the IAC will be called, held and conducted in compliance with the provisions of the Brown Act.
- F. The IAC members shall not receive compensation for their service on the Committee. Expenses incurred by an IAC member at the direction or request of the Board shall be eligible for reimbursement only if approved in advance.
- G. The IAC shall meet at least once annually. Additional meetings may be convened upon request of the Chair or any IAC member, or at the request or direction of the Board.

## **ARTICLE IX WELLNESS INITIATIVES**

Each Member shall promote the health and well-being of its employees through participation in the wellness initiatives adopted by PACE. In furtherance of such initiatives, and to support a wellness program among its own employees, each Member shall:

1. Create a wellness leadership team representing management and labor, which meets monthly and assists with providing direction for the program design, implementation, and evaluation;

2. Establish an employee wellness committee to provide involvement of the workforce in program design and advocacy;
3. Conduct an audit of the wellness environment in the organization, and identify actions to be taken to support a culture of wellness;
4. Conduct an assessment of employee wellness needs, interests, and challenges;
5. Develop a multi-year wellness program blueprint – including mission, goals, and objectives – to provide an action plan for implementing and evaluating the program, and for sustaining the program to achieve a positive return on investment;
6. Create a wellness program branding;
7. Develop a strategy for engaging employees in the program, including an incentives program plan; and
8. Identify metrics for monitoring and evaluating the program’s progress and outcomes.

## **ARTICLE X FINANCE**

- A. PACE shall operate on a fiscal year from January 1st through December 31st.
- B. No less than 120 days before the end of the fiscal year, the Executive Committee shall adopt an operating budget (“Operating Budget”) for the following fiscal year. A copy of the Operating Budget shall be transmitted to each of the Members.
- C. As necessary, an Operating Account shall be established and maintained by the Program Manager for any the monies that may be received by PACE. Funds from the Operating Account shall be used for the payment of the operating expenses of PACE.
- D. Each Member shall be responsible for the payment of its own insurance premiums. A 2% late fee will be charged for premiums received sixteen (16) days after the due date, and a 5% late fee will be charged for premiums received thirty-one (31) days after the due date.
- E. Each Member shall be responsible for a pro rata share of the fees of the Program Manager and such other expenses as may be authorized by the Board. The amount of each Member’s share shall be calculated on a per employee per month basis.

## **ARTICLE XI INSURANCE COVERAGE AND OTHER SERVICES**

- A. The Program Manager shall, upon Board recommendation, solicit and obtain quotes from insurance carriers for presentation to the Board.

- B. The Board shall determine the carrier(s) and insurance options that will be made available to the Members.
- C. Coverage shall renew as of the first day of each fiscal year.
- D. Each commercially insured Member must purchase its benefits insurance coverage through the JPA, unless the selected carrier(s) refuses to offer a quote for such Member, in which case the Member may either elect to continue as a self-insured Member or be terminated from membership in PACE, pursuant to Article XII.
- E. Each member may select from the available commercial insurance coverage options in accordance with the guidelines set up by carrier(s) and/or the JPA. Once its options have been selected, a Member may not change its selected options for a period of 3 years, provided, however, that under extenuating circumstances a Member may request that this requirement be waived. Any Member requesting a waiver must present its request in writing to the Executive Committee explaining the circumstances and the reasons why the waiver should be granted. The Executive Committee shall have the sole authority to determine, in its absolute discretion, whether or not to grant the waiver. The decision of the Executive Committee shall be final.
- F. Each commercially insured Member will be responsible for the timely payment of its insurance premiums. Failure to pay premiums when due is grounds for termination of membership in the JPA.
- G. PACE will make available the third-party administration (TPA) services to its self-insured Members. Self-insured TPA services will be provided by the PACE Program Manager. Members will be expected to utilize the services of TPA PACE's Program Manager unless an exception is granted in writing by the Board.
- H. Self-insured Members securing TPA services through PACE will have access to the pricing negotiated by the TPA and the applicable network.
- I. Self-insured Members will be required to accept the terms and conditions of the TPA service agreement entered into by PACE and the Program Manager.
- J. Each self-insured Member will be fully and solely responsible for the payment of its claims and will be responsible for funding a claims payment account for use by the TPA.
- K. Self-insured Members will be billed directly by the TPA for the TPA services and will be solely responsible for payment of the TPA fees.

## **ARTICLE XII**

### **ACCOUNTS AND RECORDS**

- A. The Secretary/Treasurer is the designated depository of PACE funds in compliance with California Government Code 6505.5 and 6505.6.



- B. PACE is strictly accountable for all funds received and dispersed by it and, to that end, PACE shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of PACE. Books and records of PACE in the hands of the Secretary/Treasurer shall be open to inspection at all reasonable times by representatives of the Members. As soon as practical after the close of each fiscal year, PACE shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member.
- C. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of PACE. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of PACE.

### **ARTICLE XIII TERMINATION OF MEMBERSHIP**

- A. Any Member who has been a member of PACE for at least two (2) years may terminate its membership and its participation in the Joint Powers Agreement by providing notice in the manner prescribed in Section B below. Termination will be effective as of the last day of the then-current fiscal year.
- B. Notice must be given at least 60 days before the end of the fiscal year. Notice must be in writing signed by the chief executive of the Member and submitted with a copy of a resolution of the Member's Board of Trustees authorizing the termination. If a Member submits notice of an intent to terminate, but subsequently decides to remain in PACE, the Member shall not be permitted to submit another termination notice for two years. The Board has the right to impose a termination fee upon any Member who fails to provide notice in the manner required by these Bylaws.
- C. Any Member withdrawing from PACE shall not be eligible to reapply for membership for a period of three (3) years.
- D. The terminating Member will not be eligible to renew any insurance coverage obtained through PACE at the rates available to PACE Members
- E. A Member may be involuntarily terminated from PACE upon a two-thirds (2/3) majority vote of the Executive Committee at any meeting at which a quorum is present.
- F. Grounds for involuntary termination include, but are not limited to, the following:
  - 1. Failure or refusal to abide by the Agreement or Bylaw, and/or any amendment thereto;
  - 2. Any action which in the opinion of the Board is contrary to best the interests, goals and/or objectives of PACE and its Members.

3. Failure of a Member to disclose a material fact to PACE or its Program Manager which, in the opinion of the Board, constitutes fraud, misrepresentation or concealment for the purposes of obtaining coverage with PACE.
4. Failure to qualify for any insurance coverage offered through PACE, if not continuing as a self-insured Member securing TPA services through PACE;
5. Failure for more than 60 days to pay any of its share of the Program Manager's fees;
6. The cancellation of insurance obtained through PACE for non-payment of premiums, or
7. Failure for more than 60 days to make any payment due for TPA services secured through PACE.

Involuntary termination shall have the effect of eliminating the Member as a signatory to the Agreement and as a Member of PACE. Termination shall be effective upon such other date as the Board may specify, but in no case less than thirty (30) days after notice of involuntary termination is given. In the event that termination occurs before the last day of the fiscal year, any insurance obtained by the terminated Member through PACE shall continue until the first day of the month following the termination date.

#### **ARTICLE XIV DISPOSITION OF PROPERTY AND FUNDS**

In the event of the dissolution of PACE, the complete rescission, or other final termination of Joint Powers Agreement by all Members then a party to the Agreement, any property interest remaining in PACE following a discharge of all obligations shall be disposed of pursuant to a plan adopted by the Board of Directors with the objective of returning to each Member a pro rata share of the remaining interest. The pro rata share shall be determined by the length of time each entity has been a Member.

#### **ARTICLE XV INVESTMENT OF FUNDS**

- A. PACE shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of PACE as allowed by Section 53601 of the California Government Code.
- B. The level of cash to be retained for the actual operation of PACE shall be determined by the Board.

#### **ARTICLE XVI AMENDMENT**

- A. Amendment to these Bylaws may be proposed by any Member of the Board.
- B. Except as otherwise provided in these Bylaws, amendments to these Bylaws must be adopted by a two-thirds (2/3) vote of all Directors. Any amendments duly adopted by the Board shall be binding upon all Members of PACE. Any amendment that would alter the

rights of the Members or would fundamentally change the purpose of the JPA as established in the Preamble to these Bylaws, must be approved by the unanimous consent of all Directors. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

#### **ARTICLE XVII SEVERABILITY**

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

#### **ARTICLE XVIII EFFECTIVE DATE**

These Bylaws shall become effective immediately upon their adoption by the Board.

Amended and Approved: May 27, 2020



# REDWOOD COAST Energy Authority

## STAFF REPORT Agenda Item # 3.6

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
PREPARED BY:	Eileen Verbeck, Deputy Executive Director
SUBJECT:	Adopt Resolution No 2021-9, Authorizing RCEA to Access Criminal History Information for Personnel Administration Purposes

### SUMMARY

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California Penal Code Section 11105(b)(11) and 13300(b)(11) allow cities, counties, districts and joint powers authorities to access state and federal level summary criminal history information for employment (including volunteers and contract employees). RCEA has utilized a vendor to query local and State criminal history by requesting this information directly from the Courts. This method of criminal background check can result in a time delay in receiving the information necessary prior to hire. The action before the Board will allow RCEA to submit these requests directly to the California Department of Justice and Federal Bureau of Investigation through electronic fingerprints.

Expanding the criminal history check in this manner will help to ensure the interests of RCEA, its employees, and members of the public are protected and minimize potential liability. Therefore, it is recommended the Deputy Executive Director, or designee, be authorized to access local, State and Federal criminal history information on all prospective employees, volunteers, and contractors for employment/placement purposes.

### FINANCIAL IMPACT

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There are no financial impacts to authorizing RCEA access to local, State and Federal criminal history information through the Department of Justice. The fees paid to the vendor conducting the criminal background check will be used to cover the charges for fingerprinting.

### STAFF RECOMMENDATION

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Adopt Resolution 2021-9 Authorizing the Deputy Executive Director of the Redwood Coast Energy Authority to Access Criminal History Information for Personnel Administration Purposes.

**ATTACHMENTS:**

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1. Resolution 2021-9 Authorizing the Deputy Executive Director of the Redwood Coast Energy Authority to Access Criminal History Information for Personnel Administration Purposes
2. California Department of Justice Application for Authorization Pursuant to Penal Code Section 11105(b)(11) Template

**RESOLUTION NO. 2021-9**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE REDWOOD COAST ENERGY AUTHORITY  
AUTHORIZING THE DEPUTY EXECUTIVE DIRECTOR OF THE REDWOOD COAST  
ENERGY AUTHORITY TO ACCESS CRIMINAL HISTORY INFORMATION  
FOR PERSONNEL ADMINISTRATION PURPOSES**

**WHEREAS**, Penal Code Sections 11105(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

**WHEREAS**, Penal Code Section 11105(b)(11) authorizes cities, counties and districts to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, or governing body of a city, county, district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Redwood Coast Energy Authority that the Deputy Executive Director, or designee, of the Redwood Coast Energy Authority is hereby authorized to access state and federal level summary criminal history information for employment (including volunteer and contract employee) purposes and may not disseminate the information to a private entity.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
Sheri Woo, RCEA Board Chair

\_\_\_\_\_  
Lori Taketa, Clerk of the Board

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

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

# CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2021-9 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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Clerk of the Board, Redwood Coast Energy Authority

# CALIFORNIA DEPARTMENT OF JUSTICE

Application for Authorization Pursuant to  
Penal Code Section 11105(b)(11)

(City, County, Special Districts or Joint Powers Authorities)



## BUREAU OF CRIMINAL INFORMATION AND ANALYSIS

Mail Completed application  
to:

Department of Justice  
Applicant Information and Certification Program  
P.O. Box 903387  
Sacramento, CA 94203-3870



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## Authorization for Criminal History Information

### City, County, Special Districts

Penal Code section 11105(b)(11) authorizes a city, county or special district to request criminal record information from the Department of Justice (DOJ) in order to assist in fulfilling employment, certification, or licensing duties, and if the access is specifically authorized by the city council, board of supervisors, or governing board of the city, county, or district if the criminal history information is required to implement a statute, ordinance, or regulation that expressly refers to specific criminal conduct applicable to the subject person of the state summary criminal history information, and contains requirements or exclusions, or both, expressly based upon that specified criminal conduct. In addition to state level summary criminal history information, a city, county or special district may request federal level summary criminal history information from the Federal Bureau of Investigation (FBI).

### Joint Powers Authorities (JPA)

JPAs are widely used in California (where they are permitted under Section 6500 of the State Government Code) and adhere to the same requirements as delineated in Penal Code section 11105(b)(11). However, to request and receive federal level summary criminal history information from the FBI, a JPA resolution enacted by a city, county or district must delineate that the entity receiving the information is a governmental entity as defined in Penal Code section 11105(b)(11). JPA enacted resolutions must clearly delineate that the federal level summary criminal history information will not be disseminated to a private entity or the application will be denied.

In order for us to determine whether your city, county, special district or JPA meets the requirements to obtain state and federal (if requested) level summary criminal history information pursuant to Penal Code section 11105(b)(11), your city council, board of supervisors, governing board of the city, county, or district or JPA must submit a signed resolution outlining the request. In this application packet is a sample state only and state/federal resolution with instructions outlining the request format. In addition, all other required forms contained in this authorization application packet must be completed and returned.

#### Please Note:

JPAs must provide a copy of the original approved JPA agreement in addition to the resolution and all other required forms.

Incomplete forms will be returned unprocessed. Please Note: Do not submit your fingerprint(s) until approval has been granted.

**IMPORTANT - PLEASE READ CAREFULLY**

Pursuant to Penal Code section 11102.2(b); the DOJ established a confirmation program to process fingerprint-based background responses on individuals designated by applicant agencies to serve as Custodian of Records. Effective January 1, 2011, no person shall serve as an agency Custodian of Records unless they have been confirmed by the DOJ. Criminal justice agency personnel who have undergone a state and federal criminal record background check for their agency (currently employed) are exempt from these requirements.

As such, before any applicant agency can become fully authorized by the DOJ, the DOJ must first confirm/approve the agency's designated Custodian of Records.

A Custodian of Records means the individual designated by an agency as responsible for the hiring decisions, and for the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for the DOJ for any related issues. Each agency must designate at least one Custodian of Records

Applicants applying for Custodian of Records confirmation must meet the following criteria:

1. Be at least 18 year old;
2. Complete and submit the Custodian of Records Application Form (BCIA 8374).

The confirmation process will consist of a completed Custodian of Records Application for Confirmation form (BCIA 8374), which is included in this packet and must be returned along with all required documents. Additionally, the Custodian of Records must submit fingerprint images to the DOJ via live scan and pay the \$49 state/federal background check fees along with a \$30.00 confirmation fee (A total of \$79 in fees will be collected at the live scan site).

Included in this packet is a pre-filled Custodian of Records Request for Live Scan Service (BCIA 8016) form ready to be utilized to fulfill this requirement once your agency is authorized. **PLEASE NOTE:** You must enter all of your Agency's information in the "Employer (Additional response for agencies specified by statute)" field, with the exception of the Mail Code on the BCIA 8016 form in order for the DOJ to process your submission.

Confirmation will be denied or revoked on those applicants convicted of a felony offense, or any other offense that involves moral turpitude, dishonesty, fraud or that impacts the applicant's ability to perform the duties or responsibilities of a Custodian of Records. The DOJ will retain the fingerprints for subsequent arrest notification pursuant to Penal Code section 11105.2. Custodian of Records confirmation, denial, or revocation letters will be mailed by the DOJ to the designated applicant agency, as identified on the application by the Custodian of Records applicant.

**PLEASE NOTE: DO NOT SUBMIT CUSTODIAN OF RECORDS FINGERPRINT IMAGES UNTIL YOU HAVE RECEIVED CONFIRMATION FROM THE DOJ THAT YOUR AGENCY IS AUTHORIZED.**

After submitting this application, the DOJ's Applicant Information and Certification Program at [authorizationquestions@doj.ca.gov](mailto:authorizationquestions@doj.ca.gov) will determine if your agency is authorized and ready for the next step. Beginning the confirmation process by submitting your Custodian of Records fingerprint images before your agency is officially authorized to request criminal record information will result in fees being assessed, which will not be refunded if your agency is determined as not having requesting authority.

## Applicant Live Scan Overview

Applicant Live Scan is a system for the electronic submission of applicant fingerprints and the subsequent automated background check and response. Live scan technology replaces the process of recording an individual's fingerprint patterns manually through a rolling process using ink and a standard 8" x 8" fingerprint card. Fingerprints can be digitalized through an electronic process (Live Scan), enabling the electronic transfer of the fingerprint image data, in combination with personal descriptor information, to central computers at the Department of Justice (DOJ). This transfer of information takes place in a matter of seconds, instead of the days required to send hard copy fingerprint cards through the U.S. mail. The applicant visits an Applicant Live Scan satellite location where the fingerprint images and related data are electronically transmitted to the DOJ. The recent, rapid expansion of the number of applicant live scan devices has resulted in an ever increasing volume of applicants availing themselves of live scan technology.

With Live Scan, the applicant is provided with a "Request for Live Scan Service" form (BCIA 8016). The applicant is also provided with a list of nearby live scan locations and must go to one of the specified locations to submit fingerprints. At these locations, a trained, certified operator enters the information from the BCIA 8016 form into the live scan terminal and initiates the live scan fingerprinting process. After successful electronic capture of the fingerprint images and the accompanying data, the information is electronically transmitted to the DOJ.

Once the fingerprints and data are received by the DOJ, they are electronically processed by the DOJ Global Transaction Controller (GTC). Most live scan submissions that have no data or quality errors and do not result in possible criminal history matches are processed automatically and are responded to electronically. Live scan transmissions requiring analysis of a criminal record are electronically sent to the Applicant Response Unit for analysis and dissemination. Live scan submissions are responded to by electronic mail, and/or U.S. mail when the electronic mail response is not available.

The DOJ will also coordinate other electronic processes resulting from the automated submissions of fingerprints, including forwarding the fingerprints to the FBI (if required) and coordinating the collection of associated fees.

We sincerely hope that this information will be useful and will answer your questions about the electronic processing of fingerprints in California.

## SAMPLE **STATE ONLY** RESOLUTION

### CITY/COUNTY/DISTRICT/JPA RESOLUTION

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, or governing body of a city, county, district or joint powers authorities to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

**NOW THEREFORE, BE IT RESOLVED**, that the (city/county/district/joint powers authorities) are hereby authorized to access state summary criminal history information for employment (including volunteers and contract employees), licensing, or certification purposes and may not disseminate the information to a private entity.

# **SAMPLE STATE AND FEDERAL RESOLUTION**

## **CITY/COUNTY/DISTRICT/JPA RESOLUTION**

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

**WHEREAS**, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

**NOW THEREFORE, BE IT RESOLVED**, that the (city/county/district/joint powers authority) are hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees), licensing of (indicate positions of all prospective licensee's), or certification for (name all prospective titles applying for certification) purposes and may not disseminate the information to a private entity.

## Sample DOJ Resolution Instructions

These instructions are applicable to both the State Only and State/Federal Resolutions

To ensure your agency is approved, please only change the following information:

1. The title should be your city/county/district/JPA name with the approved resolution number;
2. In the last paragraph you will see (city/county/district/JPA). Please change the information in the parentheses to reflect your city/county/district name removing the parentheses;
3. In the last paragraph on the State/Federal Resolution, you will see (name all prospective entities applying for licensing and certification). Be sure to list all prospective employee entities applying for a license or certification in the resolution;
4. In the last paragraph parentheses around “including volunteers and contract employees” should be retained if that wording is present.



## REQUEST FOR CONTRIBUTING AGENCY ORI AND/OR RESPONSE MAIL CODE

In order to submit applicant fingerprints via Live Scan, you must have an Originating Agency Identifier (ORI) code to identify your agency. In order to receive responses electronically, you must request a Response Mail Code. Note that electronic responses will be sent to a secure electronic mailbox, from which you will retrieve your messages. **In order to receive a Mail Code, you must have a completed form BCII 9005, Subscriber Agreement, on file with the Department of Justice or returned with this request.**

☐ Request for ORI

☐ Request for Electronic Response Mail Code

Contributing Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Your projection for monthly applicant submissions: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Please describe the services your agency provides and indicate the California statute you believe authorizes your agency to request criminal history information.

Please check the box(es) for the type(s) of applicants for whom you will be submitting:

☐ Employment \_\_\_\_\_  
Title or Position (i.e., Classified Employee)

☐ License, Certification, Permit \_\_\_\_\_  
Type of License, Certification, Permit

\_\_\_\_\_  
Identify Licensing Agency as it would appear on fingerprint card (i.e., Department of Social Service)

☐ Volunteers

☐ We request that all responses be sent electronically to the same secure mailbox.

☐ We request separate secure mailbox(es) for the following application type(s);

☐ Employment

☐ License, Certification, Permit

☐ Volunteers

ORI's and mail code number(s) will be assigned by the Department of Justice and the information returned to you on form BCII 9003, Notification of ORI, Mail Code, and/or Billing Number.





**GUIDELINES FOR COMPLETING FORM BCII 9001,  
"REQUEST FOR CONTRIBUTING AGENCY ORI AND/OR RESPONSE MAIL CODE"**

FIELD	INSTRUCTIONS
1) Service(s) requested	Check the appropriate box(es). You must request an ORI if you do not already have one and you intend to submit via Live Scan. You must request an electronic response mail code if you want your responses to be sent electronically to a secure mail server instead of by U.S. mail. Your agency will be assigned an ORI and/or mail code by the DOJ.
2) Contributing agency name, mailing address, and projected monthly submissions	Enter the agency/organization's information.
3) Contact person	Enter the name of the person within your agency that DOJ can contact if any questions arise.
4) Phone number	Enter the contact person's phone number.
5) Employment	Check this box if you will be submitting fingerprints of potential employees and enter the title or position of employees to be fingerprinted. If you will submit for all employees, state "all employees".
6) License, Certification, Permit	Check this box if you will submit for licenses, certifications, or permits and enter the types of licenses, etc. you issue. .
7) Identify licensing agency	If you checked the license, certification, and permit box, please provide the licensing agency name as it would appear on a fingerprint submission.
8) Volunteers	Check this box if you will be fingerprinting volunteers.
9) Electronic response mailbox	Check this box if <b>ALL SUBMISSIONS</b> will be going to the same electronic response mailbox
10) Designate more than one electronic response	If responses in your agency are designated to different locations based on the application type, and you want a separate mailbox for any or all of your applicant types, check the appropriate box(es).



## NOTIFICATION OF ORI, MAIL CODE, AND/OR BILLING NUMBER

CONTRIBUTING Agency - please provide a complete address in the space below. This form will be returned to you with your ORI, Mail Code, and/or Billing Number information.

Contributing Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Listed below are the ORI, Mail Code, and/or Billing Number assigned to your agency for applicant responses.

ORI \_\_\_\_\_

Mail Code \_\_\_\_\_

Billing Number \_\_\_\_\_

If separate response locations were requested, assigned codes are as follows:

Type	ORI	Mail Code
Employment		
Licensing, Certification, or Permit		
Volunteer		

The following are the ONLY applicant types with CJIS codes your agency is authorized to submit to the DOJ for background check purposes. The CJIS Code is for internal use only and is not utilized on the BCIA 8016 form.

	Applicant Type	CJIS Code
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Should your address or agency information change in the future, you must notify the DOJ immediately. Please visit the DOJ's website to obtain form BCIA 8386, Applicant Submitting Agency Request to Change.

## APPLICANT LIVE SCAN BILLING PROCEDURES

**\*\*\* Applicant Agencies are not required to complete the Billing Account Application (CJIS 9000) if its applicants will be paying the DOJ fees at the Live Scan Site \*\*\***

The Department of Justice (DOJ) has developed the following procedures for the billing and collection of fingerprint fees. The first requirement in the applicant Live Scan Billing process is to provide the DOJ with billing authorization to allow fee collection for services provided. Agencies must provide the following:

- \* All applicant agencies who wish to be billed for submitting fingerprints via Live Scan must complete form CJIS 9000, Billing Account Application.
- \* Non-state Live Scan agencies (e.g., public schools) must complete a Memorandum of Understanding.
- \* State agencies (e.g., Social Services) with Live Scan devices must complete a new Interagency Agreement even if they currently have one.

The approved agencies will be assigned a DOJ billing number to be used for background check fees. The DOJ billing number cannot be used for the rolling fees. The following actions must occur in order for the DOJ to generate a monthly invoice for services and to ensure that the correct agency is billed for services received.

- \* The Live Scan operator must input a customer billing number on every applicant Live Scan transmission sent to the DOJ. The customer billing number keyed should be either the number for the live scan agency or the licensing applicant agency, to be determined as follows:
  - > **Applicant Agency** - The requesting agency is responsible for the information entered on the 8016 form provided to the applicant. If the billing number is entered on the Contributing Agency Section (in the area title "BIL") of the 8016 form, the Live Scan operator will enter the billing number and the requesting agency will be billed. If the requesting agency does not want to be billed for the applicant, "APPLICANT MUST PAY" is entered on the 8016 form in place of the billing number.
  - > **Live Scan Agency** - If the live scan agency collects cash, credit, or a check on behalf of the DOJ for payment of the background check fees, the Live Scan operator will enter the Live Scan Site billing number. The Live Scan Site will be billed by the DOJ for the background fees collected.
  - > Please note - If the applicant is fee exempt, the Live Scan operator must still enter the Live Scan agency's customer billing number into the transmission. No charges will be billed to the agency for fee exempt transmissions.
  - > If the applicant is not fee exempt, does not pay for services, and there is no billing number on the Request for Live Scan Service form, the Live Scan operator should not fingerprint the applicant.
- \* The DOJ Accounting Office will generate invoices based on the Live Scan transmission information thirty days in arrears. Based on the monthly billing cycle, each agency will be billed for transmissions occurring between the first day and the last day of the prior month. The agency will generally receive invoices within the first fifteen working days of the month.

## APPLICANT LIVE SCAN BILLING PROCEDURES (continued)

- \* The CJIS Executive Office, Billing Unit (BU) will bill for fingerprint transmissions on a monthly basis. To begin receiving monthly fingerprint billings along with a billing detail, your agency must have both an Agency ORI number and a customer billing number. If you do not have an ORI number, complete this packet and mail the packet including CJIS 9000 - Billing Account Application to DOJ. If you already have an ORI number, call (916) 227-3870 (Option #4) and in approximately 1-2 weeks you will receive the assigned customer billing number. The monthly billing detail report will consist of the applicant's name, fingerprint date, and total fingerprint fees billed.
- \* Payment to DOJ is due upon receipt of the invoice. If there are discrepancies, please complete Form BCII 9006 - Credit Request - Applicant Live Scan Fingerprint Billing and fax to BU at (916) 227-1149, listing the applicant(s) in dispute. The Credit Request form is available on the internet at <http://ag.ca.gov/fingerprints/forms/BCII%209006.pdf>. Please pay promptly for those charges with which you agree, and short pay the invoice by the amount of charges in dispute. The BU will notify the agency if it denies the Credit Request. NOTE: If an agency does not submit a Credit Request, the agency will be held liable for the outstanding charges. Failure to remit payment in a timely manner may result in the agency being sent to collections and having its customer billing number disabled. The DOJ will not accept Credit Requests received three or more years after final payment of an invoice. Credit and rebill information will appear at the bottom of the monthly billing detail report the month following a credit request.
- \* The applicant agency will be responsible for payment if the fields on Form BCIA 8016 - Request for Live Scan Service are not completed correctly. Therefore, it is extremely important that the agency follow the Form BCIA 8016 Instructions available on the internet at <https://oag.ca.gov/fingerprints/forms>.
- \* The Live Scan agency will be responsible for payment if the operator fails to input a customer billing number or inputs an incorrect billing number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transmission.

Please call the BU at (916) 227-3870 for any of the following:

1. Establish a customer billing number (only if the ORI and electronic response codes have already been established).
2. Update billing contact information.
3. To resolve Live Scan Billing discrepancies.



## BILLING ACCOUNT APPLICATION

Business/Agency Type:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> School District                 | <input type="checkbox"/> Private School                                 | <input type="checkbox"/> Corporation                            |
| <input type="checkbox"/> Sole Proprietorship/Partnership | <input type="checkbox"/> Non-Profit Organization                        | <input type="checkbox"/> Local Government                       |
| <input type="checkbox"/> Federal Government              | <input type="checkbox"/> State Government<br>(Fund Code Required) _____ | <input type="checkbox"/> Federally-Recognized Tribe or Designee |

**ALL APPLICABLE INFORMATION MUST BE COMPLETED LEGIBLY. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

Business/Agency Name: \_\_\_\_\_

Business/Agency Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Federal Tax Identification Number\*: \_\_\_\_\_

Social Security Number (Sole Proprietorship or Partnership)\*: \_\_\_\_\_

\*EITHER a Federal Tax Identification Number OR Social Security Number must be provided.

Authorized Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

I, the undersigned, have the authority to conduct business for the business/agency listed above. I confirm that all the information on this application is true and correct. I give my permission to the Department of Justice (DOJ) to research and confirm all information provided and to request a credit report at any time. I understand this is an agreement to pay the processing fees associated with the electronic transmission of State and/or Federal criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the above business/agency or its representative(s). Failure to remit payment in a timely manner may result in the DOJ utilizing all information provided on this billing account application for collection purposes; in addition, the DOJ may disable your customer billing number. I agree to the terms of this agreement and understand it will remain in effect until written cancellation is provided by either party with 30 days notice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **DOJ Use Only**

Input By: \_\_\_\_\_ Account #: \_\_\_\_\_ Received Date: \_\_\_\_\_

Input Date: \_\_\_\_\_ ORI #: \_\_\_\_\_ ACN #: \_\_\_\_\_



## BILLING ACCOUNT APPLICATION

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### Privacy Notice

As Required by Civil Code § 1798.17

**Collection and Use of Personal Information.** The California Justice Information Services Division's Operations Support Program (OSP) in the California Department of Justice collects the information requested on this form as authorized by Penal Code section 11105. OSP uses this information to create a Billing Account for the collection of fees for services rendered. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The California Department of Justice's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

**Providing Personal Information.** All the personal information requested in the form must be provided. This form may not be processed for failure to provide all personal information requested.

**Access to Your Information.** You may review the records maintained by OSP in the California Department of Justice that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

**Possible Disclosure of Personal Information.** In order to collect fees for services rendered, we may need to share the information you give us with collection agencies should your account become delinquent.

The information you provide may also be disclosed in the following circumstances:

- In response to a Public Records Act request, as allowed by the Information Practices Act;
- To another government agency as required by state or federal law;
- In response to a court or administrative order, a subpoena, or a search warrant.

**Contact Information.** For questions about this notice or access to your records, you may contact OSP by phone at (916) 227-3870, by e-mail at [DOJ.AppBill@doj.ca.gov](mailto:DOJ.AppBill@doj.ca.gov), or via mail at:

California Department of Justice  
Operations Support Program, D-214  
4949 Broadway  
Sacramento, CA 95820  
Attn: Electronic Billing Section



## APPLICANT FINGERPRINT RESPONSE SUBSCRIBER AGREEMENT

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### SECURITY OF CRIMINAL OFFENDER RECORD INFORMATION

Criminal Offender Record Information (CORI) is information identified through fingerprint submission to the Department of Justice (DOJ) with a criminal record or "No Record". It is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment, licensing, certification, and volunteer clearances. The following information describes each agency's responsibility toward accessing, storage, handling, dissemination, and destruction of CORI.

#### Background

Penal Code sections 11105 and 13300 identify who may have access to criminal history information and under what circumstances it may be released.

The DOJ maintains the California Law Enforcement Telecommunications System (CLETS) that provides law enforcement agencies with information directly from federal, state, and local computerized information files. However, restrictions have been placed on the user to ensure that the rights of all citizens of California are properly protected.

Article 1, section 1 of the California Constitution grants California citizens an absolute right to privacy. Individuals or agencies violating these privacy rights place themselves at both criminal and civil liability. Laws governing Californians' right-to-privacy were created to curb, among other things, the excessive collection and retention of personal information by government agencies, the improper use of information properly obtained for a proper purpose, and lack of a reasonable check on the accuracy of existing records. (*White v. Davis* (1975) 13 Cal. 3d 757,775.)

#### Employment Background Checks

It is only through the submission of fingerprints to the DOJ that the true identity of an individual can be established. In a 1977 lawsuit (*Central Valley v. Younger*), the court ruled that only arrest entries resulting in conviction, and arrest entries that indicate active prosecution, may be provided for evaluation for employment, licensing, or certification purposes.

#### Exceptions

Some statutory provisions, such as those relating to youth organizations, schools, and financial institutions, further limit information dissemination to conviction for specific offenses. Records provided for criminal justice agency employment as defined in Section 13101 of the Penal Code are exempt from these limitations. In addition, arrest information for certain narcotic and sex crimes, irrespective of disposition, will be provided for employment with a human resource agency as defined in section 1250 of the Health and Safety Code. Other exceptions are listed in the CLETS Policies, Practices, and Procedures (section 1.6.1).



## APPLICANT FINGERPRINT RESPONSE SUBSCRIBER AGREEMENT

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### SECURITY OF CRIMINAL OFFENDER RECORD INFORMATION (continued)

#### Unauthorized Access and Misuse

The unauthorized access and misuse of CORI may affect an individual's civil rights. Additionally, any person intentionally disclosing information obtained from personal or confidential records maintained by a state agency or from records within a system of records maintained by a governmental agency has violated various California statutes. There are several code sections that provide penalties for misuse or unauthorized use of CORI.

#### Authorized Access

CORI shall be accessible only to the Records Custodian and/or hiring authority charged with determining the suitability for employment or licensing of an applicant. The information received shall be used by the requesting agency solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to any other employment or licensing agency.

The retention and sharing of information between employing and licensing agencies are strictly prohibited. Retention and sharing of information infringes upon the right of privacy as defined in the California Constitution, and fails to meet the compelling state interest defined in *Loder v. Municipal Court (1976) 17 Cal. 3d 859*. In addition, maintenance of CORI separate from the information maintained by the DOJ precludes subsequent record updates and makes it impossible for the DOJ to control dissemination of CORI as outlined in section 11105 of the Penal Code.

CLETS Policies, Practices, and Procedures state that any information transmitted or received via CLETS is confidential and for official use only by authorized personnel (section 1.6.4). The California Code of Regulations, Article 1, section 703, addresses the "right and need" to know CLETS-provided information.

The Bureau of Criminal Information and Analysis (BCIA) recommends that state summary criminal history records, obtained for employment, licensing, or certification purposes, be destroyed once a decision is made to employ, license, or certify the subject of the record. Agencies that either are mandated or permitted by California statute to receive subsequent arrest notifications pursuant to Penal Code (PC) section 11105.2 must complete a Contract for Subsequent Arrest Notification Service (BCIA 8049).

Retention of criminal history records beyond this time should be based on documented legal authority and need. Any records retained must be stored in a secured, confidential file. The agency should designate a specific person responsible for the confidentiality of the record and have procedures to prevent further dissemination of the record, unless such dissemination is specifically provided for by law or regulation.





## APPLICANT FINGERPRINT RESPONSE SUBSCRIBER AGREEMENT

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As an agency receiving background clearance information in response to the submission of applicant fingerprint cards to the DOJ, you are aware of the regulations regarding the security of the hard copy information that you currently receive. The purpose of this Subscriber Agreement is to restate existing regulations and clarify how they apply to the electronic receipt of this same information via fax or e-mail. There are no new regulations. Items 1, 2, 4, 5, and 7 restate existing regulations relative to receiving hard copy information. Item 2 has been expanded to include electronic information. Items 3 and 6 are intended to clarify these regulations relative to electronic information.

In accordance with section 11077 of the Penal Code, the Attorney General is responsible for the security of criminal offender record information. Section 707(a) of the California Code of Regulations requires that **"Automated systems handling criminal offender record information and the information derived therefrom shall be secure from unauthorized access, alteration, deletion, or release. The computer terminals shall be located in secure premises."**

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### SUBSCRIBER AGREEMENT

This agreement is between the \_\_\_\_\_ :  
and the Department of Justice for the purposes of the exchange of criminal offender record information.  
The above agrees that:

1. Criminal offender record information and the information derived therefrom shall be accessible only to the records custodian and/or hiring authority charged with determining the suitability of the applicant.
2. Confidential information received electronically or via mail shall be used solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to any other employment or licensing agency.
3. Retention of CORI is permissible if, after making its initial employment, licensing, or certification decision, the agency has legitimate business need for the information and there are no statutory requirements to destroy such information. Any record information that is retained by the applicant agency must be stored in a secure and confidential file.
4. Criminal history background checks have been completed on all individuals with access or proximity to terminals or fax machines receiving criminal offender record information.
5. Staff with access to criminal offender record information have received training and counseling on the handling of criminal offender record information and have signed employment statement forms acknowledging and understanding of the criminal penalties for the misuse of criminal offender record information (Penal Code sections 502, 11142, and 11143).



## APPLICANT FINGERPRINT RESPONSE SUBSCRIBER AGREEMENT

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6. Reasonable measures shall be taken to locate terminals and fax machines in a secure area to provide protection from unauthorized access to criminal offender record information by other than authorized personnel. Access is defined as the ability to view criminal offender record information on a terminal or on paper.
7. Pursuant to section 702 of the California Code of Regulations, authorized agencies violating this agreement may lose direct access to criminal offender record information maintained by the Department of Justice.

Contributing Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature of Agency Official \_\_\_\_\_

Printed Name of Agency Official \_\_\_\_\_

Title of Agency Official \_\_\_\_\_

Date \_\_\_\_\_

**CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION  
CRIMINAL OFFENDER RECORD INFORMATION POLICY  
Use of Applicant Criminal Offender Record Information**

**Head of contributing agency/organization must sign and return document**

This policy has been developed to meet the requirements of the State of California, Department of Justice, Division of California Justice Information Services, for any agency that receives Criminal Offender Record Information (CORI).

To ensure the suitability of individuals accessing confidential criminal history records, anyone with access to CORI shall be fingerprinted and processed through the California Department of Justice.

The overall responsibility for the administration of this rests with the agency head or person in charge.

- A. Record Security: Any questions regarding the release, security and privacy of Criminal Offender Record Information (CORI) are to be resolved by the agency head or person in charge.
- B. Record Destruction: It is recommended that the state summary of CORI obtained for employment, licensing or certification purposes be destroyed once a decision is made to employ, license or certify the subject of the record. Retention beyond this time, should be based on legitimate business need or statute.
- C. Record Dissemination: CORI shall be used only for the purpose for which it was requested.
- D. Record Storage: CORI shall be securely maintained and accessible only to the agency head and any others designated by the agency head committed to protect CORI from unauthorized access, use, or disclosure.
- E. Record Reproduction: CORI shall not be reproduced for secondary dissemination to any other employment or licensing agency. However, the requesting agency may provide a copy of the DOJ applicant response to the subject of the record.
- F. Training: **The agency head shall:**
  - 1. Understand and enforce this policy.
  - 2. Be fingerprinted and have a criminal history clearance.
  - 3. Have on file a signed copy of the attached *Employee Statement Form* (which is itself a part of this policy) which acknowledges an understanding of laws prohibiting misuse of CORI.
- G. Penalties: Misuse of CORI is a criminal offense. Misuse of CORI may result in criminal or civil prosecution and/or administrative action up to and including loss of access to information maintained by the Department of Justice.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REQUIREMENTS.**

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contributing Agency/Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF JUSTICE  
CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION  
CRIMINAL OFFENDER RECORD INFORMATION SECURITY REQUIREMENTS  
Use of Applicant Criminal Offender Record Information  
Custodian of Records must sign and return document**

**CUSTODIAN OF RECORDS DUTIES**

1. The information provided by the Department of Justice (DOJ) to this agency is **confidential** and shall not be disseminated to any other person or agency not authorized by law. A violation of this section is a misdemeanor (Penal Code section 11142). However, the requesting agency may provide a copy of the DOJ applicant response to the subject of the record.
2. All personnel/individuals with access to Criminal Offender Record Information (CORI) will have a fingerprint background clearance record check completed through the DOJ as required by the California Code of Regulations section 703(d) prior to the submission of fingerprints for employment, licensing, certification, or volunteer purposes.
3. All personnel/individuals with access to CORI will have a signed "Employee Statement Form" on file acknowledging an understanding of laws prohibiting its misuse.
4. All personnel/individuals with access to CORI will be trained in the secure handling, storage, dissemination, and destruction of CORI.
5. My agency/organization will have a written policy for securing access, storage, dissemination, and destruction of criminal record information. This policy will include the steps to be taken to prevent unauthorized access to CORI maintained in our agency files.
6. The DOJ may conduct audits of the authorized persons or agencies using CORI to ensure compliance with state laws and regulations (California Code of Regulations section 702(c)).
7. The information provided by the DOJ will be maintained in a secured area/locked cabinet separate from the employees personnel file and be used only for the purpose for which it was acquired.
8. Our agency/organization will notify the DOJ with regard to any change of agency name, address, telephone number, fax number, Custodian of Records, and contact person.
9. The "NLI Notification Form" will be sent to the DOJ when applicable.
10. Our agency/organization will send an updated "Live Scan Subscriber Agreement Form" to the DOJ signed by our new agency official when applicable.

**On behalf of our agency/organization, I hereby acknowledge that I have read and agree to the above.**

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contributing Agency/Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



## CUSTODIAN OF RECORDS APPLICATION FOR CONFIRMATION (Penal Code section 11102.2)

Applicant Information				
Last Name:		First Name:		Middle Name:
Address:		City:	State:	Zip Code:
Phone Number:	Date of Birth:	Driver's License/CA ID Number:		Email:
Agency/Organization Information				
Agency Head:				Phone Number:
Agency Name:		ORI:	Mail Code:	
Address:		City:	State:	Zip Code:
Please answer fully the following questions:				
1. Does the designated Custodian of Records work for the applicant agency? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the relationship? If no, what is the relationship?				
2. Have you ever used a name other than the one on this application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list other names below:				
3. Have you ever been arrested in California or any other state and/or are you awaiting adjudication for any offense for which you were arrested? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details below:				
4. Have you ever been convicted by any court of a felony or misdemeanor offense in California or any other state? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, disclose the date and place of arrest, whether the conviction was for a felony or misdemeanor, and the sentence imposed:				
5. Have you ever been denied a professional license or had such license revoked, suspended, or restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details below:				
6. Have you ever been adjudged liable for damages in any suit grounded in fraud, misrepresentation, or in violation of state regulatory laws? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details below:				
7. Have you ever failed to satisfy any court ordered money judgment including restitution? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details below:				
Misrepresentation or Failure to Disclose Requested Information on this Application Is Cause for Denial or Revocation of Confirmation.				
<b>Certification</b> I certify under penalty of perjury under the laws of the State of California to the truth and accuracy of all statements, answers, and representations made in the foregoing application, including all supplementary statements.				
_____ Signature of Applicant				_____ Date
California Department of Justice Bureau of Criminal Information and Analysis Custodian of Records Unit P.O. Box 903417 Sacramento, CA 94203-4170		<b>DOJ USE ONLY</b> Confirmation of Custodian of Records		
		Date confirmed: _____ Completed by: _____ (initials)		



## CUSTODIAN OF RECORDS APPLICATION FOR CONFIRMATION (Penal Code section 11102.2)

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### Privacy Notice

As Required by Civil Code § 1798.17

**Collection and Use of Personal Information.** The California Justice Information Services (CJIS) Division in the Department of Justice collects the information requested on this form as authorized by Penal Code section 11102.2(d). The CJIS Division uses this information for the purpose of processing fingerprint-based criminal offender record information background responses on individuals designated by applicant agencies to serve as Custodian of Records. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The Department of Justice's general privacy policy is available at: <http://oag.ca.gov/privacy-policy>.

**Providing Personal Information.** All the personal information requested in the form must be provided.

**Access to Your Information.** You may review the records maintained by the CJIS Division in the Department of Justice that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

**Possible Disclosure of Personal Information.** In order to process fingerprint-based criminal offender record information background responses on individuals designated by applicant agencies to serve as Custodian of Records, we may need to share the information you give us with other law enforcement or regulatory agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

**Contact Information.** For questions about this notice or access to your records, you may contact the Custodian of Records Program Analyst by phone at (916) 210-5468, by e-mail at [COR@doj.ca.gov](mailto:COR@doj.ca.gov), or via mail at:

California Department of Justice  
Bureau of Criminal Information and Analysis  
Custodian of Records Unit  
P.O. Box 903417  
Sacramento, CA 94203-4170



## REQUEST FOR LIVE SCAN SERVICE (Custodian of Records)

### Applicant Submission

CA0349400

ORI (Code assigned by DOJ)

CUSTODIAN OF RECORDS

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

DEPARTMENT OF JUSTICE

Agency Authorized to Receive Criminal Record Information

P.O. Box 903417

Street Address or P.O. Box

SACRAMENTO

City

CA 94203-4170

State ZIP Code

CUSTDN RECORDS 11102.2 PC

Authorized Applicant Type

15798

Mail Code (five-digit code assigned by DOJ)

Contact Name (mandatory for all school submissions)

Contact Telephone Number

### Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex ☐ Male ☐ Female

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing  
Number

(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc.  
Number

(Other Identification Number)

Home

Address Street Address or P.O. Box

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service:



DOJ



FBI

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City

State

ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed

**CALIFORNIA DEPARTMENT OF JUSTICE  
CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION  
EMPLOYEE STATEMENT**

**Use of Applicant Criminal Offender Record Information**

**All personnel with access must sign this form which is kept by the Custodian of Records**

As an employee/volunteer of:

Contributing Agency/Organization Name: \_\_\_\_\_

You may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code section 502, prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300, identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code Sections 11140-11144 and 13301-13305, prescribe penalties for misuse of criminal history information. Government Code Section 6200, prescribe felony penalties for misuse of public records. Penal Code Sections 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive a record or information is guilty of a misdemeanor."

Civil Code Section 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

**CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:**

- \* Penal Code Section 11141: DOJ furnishing to unauthorized person (misdemeanor)
- \* Penal Code Section 11142: Authorized person furnishing to other (misdemeanor)
- \* Penal Code Section 11143: Unauthorized person in possession (misdemeanor)
- \* California Constitution, Article I, Section (Right to Privacy)
- \* 1798.53 Civil Code, Invasion of Privacy
- \* Title 18, USC, Sections 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUES OF  
CRIMINAL RECORD INFORMATION**

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contributing Agency/Organization Name: \_\_\_\_\_

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms





## CONTRACT FOR SUBSEQUENT ARREST NOTIFICATION SERVICE

Department of Justice  
Bureau of Criminal Information and Analysis  
P.O. Box 903417  
Sacramento, CA 94203-4170

The agency listed below is authorized to receive state summary criminal history information from the files of the Department of Justice (DOJ) for employment, licensing, or certification purposes. This agency further requests that fingerprint transactions submitted for this purpose be retained in DOJ's files for **California only** subsequent arrest notification service pursuant to section 11105.2 of the California Penal Code. **Fingerprint submissions received before the effective date of this contract will not be retained by the DOJ.**

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

AGENCY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

ORI NUMBER: (If Applicable) \_\_\_\_\_

CONTACT PERSON(S): \_\_\_\_\_

CONTACT PERSON(S) TELEPHONE: \_\_\_\_\_

**Please retain the following authorized categories:**

☐ ALL EMPLOYEES ☐ ALL VOLUNTEERS

☐ ALL LICENSES, CERTIFICATIONS, OR PERMITS

☐ OTHER: (specify) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agency certifies that, to its knowledge, there is no statute or regulation prohibiting this notification and that all requirements for criminal record security and privacy of individuals will be met. This agency will notify the Bureau of Criminal Information and Analysis when it no longer has a legitimate interest in a subject, as required by section 11105.2 of the California Penal Code. The agency agrees to immediately return any subsequent arrest notification received from DOJ for any person unknown to the agency.

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Agency Representative

**FOR DOJ USE ONLY:**

☐ Approved ☐ Not Authorized

\_\_\_\_\_  
Signature of DOJ Representative

\_\_\_\_\_  
Effective Date

## No Longer Interested Notification

California Penal Code section 11105.2 (d) states, in part, that any agency which submits the fingerprints of applicants for employment or approval to the Department of Justice (DOJ) for the purpose of establishing a record of the applicant to receive notification of subsequent arrests, shall immediately notify the Department when employment is terminated or the applicant is not hired.

It is the responsibility of the hiring/approving authority to notify the Department of Justice, Bureau of Criminal Information and Analysis when employment has been terminated or when an applicant or volunteer is not actually retained in the position for which they applied.

The No Longer Interested Form can be access at the following link:

<https://oag.ca.gov/sites/all/files/agweb/pdfs/fingerprints/forms/nli.pdf?>

RESET FORM



**STAFF REPORT**  
**Agenda Item # 3.7**

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
PREPARED BY:	Lori Biondini, Business Planning and Finance Director
SUBJECT:	Financial Management Policy Update

**SUMMARY**

In June 2017 the Board adopted a Financial Management Policy that established the financial management duties and procedures of RCEA. The purpose of the Policy is to ensure that finances are managed transparently, efficiently, and responsibly. The Policy describes management authorities, responsibilities, and processes, including division of duties and spending authority. Since 2017, the staff organizational structure has evolved as internal operations needs shifted and grew, most recently with the addition of a Deputy Executive Director. Staff is recommending updating the Policy to incorporate the new roles and their respective responsibilities.

The proposed changes to the draft Policy include:

- Replacing the Director of Finance and HR role duties with Director of Business Planning and Finance to reflect current practice due to staffing changes in 2019,
- Replacing the Director of Business Planning and Development role duties with the Deputy Executive Director to add a much needed third staff person with banking and check-signing authority,
- Move certain banking duties from the Executive Director to the Deputy Executive Director.

**RECOMMENDED ACTIONS**

Adopt Resolution 2021-10 Updating Financial Management Policy to Reflect Staff Position and Duty Changes.

**ATTACHMENTS**

Resolution No. 2021-10 – A Resolution of the Board of Directors of the Redwood Coast Energy Authority Amending the RCEA Financial Management Policy.

RCEA Financial Management Policy with Proposed Changes.

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE REDWOOD COAST ENERGY AUTHORITY  
AMENDING THE RCEA FINANCIAL MANAGEMENT POLICY**

**WHEREAS**, RCEA is committed to implementing and maintaining a robust set of policies that align with local government best practices to support RCEA's effectiveness and establish a solid organizational foundation for RCEA's programs and projects; and

**WHEREAS**, the RCEA Board of Directors wishes to establish processes to ensure that RCEA's finances are managed transparently, efficiently, and with responsible stewardship; and

**WHEREAS**, since the adoption of the RCEA Financial Policy in 2017, the agency's staff organizational structure and division of responsibilities has evolved with Finance Director duties assigned to a Director of Business Planning and Finance position in 2019, and most recently with the addition of a Deputy Executive Director.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors of the Redwood Coast Energy Authority hereby adopts the following amended RCEA Financial Management Policy as set forth in Appendix A attached.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
Sheri Woo, RCEA Board Chair

\_\_\_\_\_  
Lori Taketa, Clerk of the Board

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

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

# CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2021-10 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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Clerk of the Board, Redwood Coast Energy Authority

# **Appendix A:**

## **REDWOOD COAST ENERGY AUTHORITY**

### **FINANCIAL MANAGEMENT POLICY**

#### **1. Introduction**

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This policy been prepared to define the financial management duties and procedures of the Redwood Coast Energy Authority (RCEA). Their purpose is to ensure that finances are managed transparently, efficiently, and with responsible stewardship. All terms and conditions of other RCEA policies shall apply to this policy. All terms and conditions made pursuant to agreements with grantor agencies and contractors shall apply to this policy. This policy is intended to replace all previous financial management and accounting policies to the extent they are inconsistent.

#### **2. Division of Duties**

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The following is a list of personnel who have responsibilities for the accuracy and integrity of RCEA's financial management and reporting:

##### **Board of Directors:**

- Reviews financial reports.
- Reviews and approves warrants reports of financial transactions.
- Reviews and approves the annual budget as well as interim adjustments.
- Reviews and approves independent financial audits.
- Reviews and approves all contracts for goods and services that will exceed \$20,000 during any fiscal year.
- Designates check signing and disbursement authority, including electronic funds disbursement. Such authority shall include the Board Chair and the Vice Chair.

##### **Executive Director:**

- Reviews and approves all financial reports for submission to the Board of Directors.
- Has check signature authority as one of two required signatories.
- Reviews and approves all contracts for goods and services \$20,000 or less during any fiscal year.
- Reviews and approves internal accounting standards and operating procedures and any changes to those procedures.
- Has authority to initiate disbursements and transfer funds, per this policy.

##### **Director of Business Planning and Finance:**

- Serves as RCEA Treasurer.
- Approves reconciliations of bank accounts.
- Develops and maintains internal accounting standards and operating procedures to be approved by the Executive Director.
- Reviews and approves electronic funds transfers and submits them to the Executive

Director for review and approval. The Executive Director's approval may occur after the funds have been transferred.

- Has check signature authority as one of two required signatories.
- Has authority to initiate disbursements and transfer funds, per this policy.

#### **Deputy Executive Director**

- Reviews reconciliations of bank accounts.
- Reviews and approves electronic funds transfers with the Director of Business Planning and Finance. This may occur after funds have been transferred.
- Has check signature authority as one of two required signatories.
- Has authority to initiate disbursements and transfer funds, per this policy.

### **3. Spending Authority**

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The Executive Director is authorized to approve expenditures provided that:

- The expenditure complies with the above division of duties so that contracts reasonably expected to cost \$20,000 or more in any fiscal year be approved by the Board of Directors.
- The expenditure is consistent with all adopted RCEA policies, including but not limited to the Energy Risk Management Policy.
- The total cost of the expenditure will not result in exceeding the amount annually budgeted and approved in the applicable category by 5%.

All cash disbursements made by check shall be double-signed by authorized check signors as approved by the Board of Directors. Cash disbursements made by check in excess of \$20,000 for the payment of expenditures not under a contract previously approved by the Board of Directors shall be signed by at least one Board Member who is also an authorized check signor.

All disbursements by electronic funds transfer via the Automated Clearing House (ACH) apparatus shall be approved by two authorized check signors. Such authorization may take the form of an electronic approval or electronic signature. The first approval shall occur prior to the transfer while the second approval may occur subsequent to the transfer. ACH cash disbursement in excess of \$20,000 for the payment of expenditures not under a contract previously approved by the Board of Directors shall be signed by at least one Board Member who is also an authorized check signor.

### **4. RCEA Treasurer**

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RCEA's Amended and Restated Joint Powers Agreement establishes that the RCEA Board shall designate a qualified person to service as RCEA Treasurer. The agreement states that Treasurer shall have charge of depositing and maintaining custody of all funds held by the RCEA, and shall maintain strict accountability for all funds and reports of all receipts and disbursements. In addition, the Treasurer shall perform all other duties that may be imposed by applicable law (including Government Code Sections 6505 and 6505.5), RCEA's Joint Powers Agreement, or any rules of the Board.

Through this Policy the Board designates the Director of Business Planning and Finance to serve as RCEA Treasurer.

## **5. Independent Financial Audits**

---

RCEA's Joint Powers Agreement establishes that the RCEA Board shall designate an RCEA Auditor. Through this policy the RCEA Board establishes that it will select a qualified person or entity to perform the function of independent auditor, and that the independent auditor will report directly to the RCEA Board of Directors and will be selected by the board through a process determined by the Board.

The auditor will be responsible for conducting annual financial audits that will be performed according to generally accepted accounting standards and government auditing standards. Audited financial statements, including the auditor's opinion thereon, will be submitted and presented to the RCEA Board for their review and approval after the financial statements have been reviewed by the Director of Business Planning and Finance and the Executive Director.

The Auditor will complete annual audits in a timely fashion and by no later than 10 months after the end of the applicable fiscal year. It is the responsibility of the Director of Business Planning and Finance, as well as all other RCEA staff, to provide any necessary information to the auditor so that audits can be completed in a timely fashion.

## **6. Budgeting**

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RCEA's fiscal year is July 1 to June 30; prior to June 30 of each year the Executive Director will submit to the Board of Directors a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them.

Unless otherwise directed by the Board, the Executive Director will present a preliminary draft budget to the Board of Directors and the public at the regularly scheduled May Board of Directors meeting. The final proposed budget will be presented to the Board at its regularly scheduled June business meeting. The Board may choose to hold additional public hearings or study sessions prior to the June business meeting as it sees fit.

During the course of the year the Board may elect to adopt revisions to the annual budget as needed. The annual budget and any subsequent revisions the Board elects to make will be approved by motion of the Board.

## **7. Financial Reporting**

---

Staff will provide the RCEA Board with regular financial reports, including Warrants Reports of disbursements, monthly profit and loss statements, balance sheets, and year-to-date budget versus actual reports. The Board of Directors may request other reports as it sees fit. The Director of Business Planning and Finance will prepare and present these reports monthly for review and approval or acceptance by the Board at their monthly meeting and made available to the public through RCEA's website as well as in hard copy at RCEA's main business office.

## **8. Accounting and Financial Operating Procedures**

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Consistent with this and other RCEA policies, generally accepted accounting standards, and any applicable laws the Director of Business Planning and Finance will develop and maintain internal accounting operating procedures and standards to guide day-to-day financial operations. These operating procedures, and any subsequent updates or revisions to them, will be approved by the Executive Director and presented to the board, and also made available for public review on RCEA's website as well as in hard copy at RCEA's main business office.

## **9. Wholesale Power Procurement**

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To ensure successful operation of the community choice energy (CCE) program, RCEA has contracted an experienced Power Manager who will be executing on RCEA's behalf the preponderance of power transactions as government by RCEA's Board-adopted Energy Risk Management Policy and RCEA's contract with the Power Manager. Power procurement not included in the authorized transaction types listed in the ERMP, or wholesale power transactions that fall outside of the delegations outlined in the ERMP will be purchased under this policy (e.g. local renewable energy purchase agreements, or transactions exceeding the approved limits).

## **10. Operating Reserves**

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During the first 12 months of CCE operations, RCEA will deposit funds in a reserve account such that at least \$5 million is in the account at the end of the first 12 months, and maintain such amount thereafter. The reserve requirement shall be funded from program revenue available after fully funding the aggregate of operating expenses in RCEA's approved budget. After the first 12 months of power procurement, the reserve account will continue to serve as credit support for RCEA power transactions through its contracted Power Manager. The amount in the fund shall be equal or greater than the credit exposure as calculated by the Power Manger on an annual basis.

In the first 12 months of CCE operations RCEA will also establish a minimum operating balance of \$1 million in RCEA's CCE operating account.

In addition to these minimum reserve requirement, the RCEA Board may set additional reserve targets or requirements as it deems appropriate.

## **11. Bad Debt or Uncollectable Accounts**

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RCEA shall include in its annual budget a reserve for bad debt or uncollectable accounts. This budgetary reserve will be calculated by the Director of Business Planning and Finance in coordination with RCEA's contracted Power Manager. On an annual basis, if actual collections experience so indicates, the bad debt reserve shall be modified appropriately.



# REDWOOD COAST Energy Authority

## STAFF REPORT Agenda Item # 5.1

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
FROM:	Matthew Marshall, Executive Director
SUBJECT:	Humboldt Area Foundation CORE Hub presentation

### SUMMARY

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A new initiative, the Redwood Region Climate and Community Resilience Hub (“CORE Hub” - <https://redwoodcorehub.org/>), has launched from the Humboldt Area Foundation/Wild Rivers Community Foundation to help improve local resilience across built and natural systems. By deepening regional cooperation, the CORE Hub will work to develop equitable solutions to address growing climate emergencies.

The CORE Hub formed to help bring new resources to this region to reduce the many impacts of the climate emergency and lower the emissions that cause climate change at the same time. An overall goal of the CORE Hub is to investigate how the Redwood Region can become the first proven carbon-sequestering rural area in the U.S. by 2030, while increasing equitable outcomes as progress is made. This eight-year initiative will align emission reductions across tribal and local governments’ activities, public and private land and resource use, built and natural systems, and other sectors.

By prioritizing communities that are under-resourced to more fully participate in solutions and decisions, the CORE Hub hopes to accelerate broad resilience across the Redwood Region, including transitions to clean energy and transportation.

An overview of the CORE Hub initiative will be presented at the meeting by Amy Jester, Humboldt Area Foundation Health and Nonprofit Resources Program Manager, and Jana Ganion, Blue Lake Rancheria Sustainability and Government Affairs Director.

### RECOMMENDED ACTION

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None. (Information only)

### ATTACHMENTS

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- Redwood Region Climate & Community Resilience (CORE) Hub overview factsheet.

# COREHub

Redwood Region Climate & Community Resilience (CORE) Hub

## Supporting Transitions to Resilient and Decarbonized Communities

### CORE Goal

By 2030, the Redwood Region will become the first proven carbon-sequestering rural area in the U.S., with improved decarbonized resilience across built and natural systems, using trusted, replicable community engagement that delivers equitable outcomes and benefits.

### CORE Mission

To solve the climate emergency, we act with urgency to help transition our built and natural systems to become both decarbonized and resilient at the same time. We do this by:

- ▶ **COMMUNITY ENGAGEMENT** Funding and resourcing community convenings and dialogue for education, decision-making, and implementation with a strong, trusted, and replicable engagement process focused on tangible and beneficial outcomes
- ▶ **PRIORITIZING EQUITY** Centering equity and justice; ensuring benefits accrue to underrepresented, historically and currently marginalized communities first and to the greatest extent
- ▶ **TECHNICAL ASSISTANCE** Facilitating broad access to trusted experts, data, and research to build capacity, answer questions, address concerns, and increase knowledge sharing



Photos courtesy of CK Cookman

# COREHub

Redwood Region Climate & Community Resilience (CORE) Hub

Supporting Transitions to Resilient and Decarbonized Communities

## CORE Opportunity

**By transitioning our built systems to lowest-emission operations and optimizing natural systems' regenerative and carbon 'sink' (sequestration) potentials, rural areas can adapt and manage against impacts, improve local economies and quality of life, zero out their own carbon footprint, and help the planet cool.** Tribal and rural regions contain leadership, knowledge and innovative solutions that are crucial to reducing emergencies and achieving local, state, national, and global climate and resilience goals.

**At the same time, rural and Tribal areas are stretched for capacity.** Tribal and other local governments have major gaps in data, technical analysis, skills, policy assistance, and staff time to learn and engage. This lack of capacity limits regional teamwork and contributions to solutions. Fast capacity-building is needed to meet the extent and impacts of the climate crisis, now and over time.

Regional, de-siloed capacity is needed to achieve decarbonized resilience across the systems that matter most—air, water, food, energy, land use, transportation, and communication, among others. Supports for meaningful participation, leadership, and authentic engagement—particularly for the most vulnerable—are critical for the next decade.

**Decarbonized resilience measures must be understandable, transparent, and beneficial to local communities.** Rural and Tribal communities have experienced exploitation with large-scale infrastructure and/or irresponsible extractive industries. Added dynamics include the politicization of climate change, land use friction, inaccessible information, and financial pressures—these dynamics and others can erode confidence and progress. We must change these dynamics. Facilitating knowledge exchange in rural jurisdictions and sovereign Native American Tribal Nations to enable informed decisions, particularly to benefit those most in need, is crucial work at a crucial moment in time.

Community engagement, public information strategies, and comprehensive and enforceable community benefits, coordinated by trusted facilitators—*creating tangible benefits as we decarbonize*—is the work of today, and indeed may be the ultimate test of human cooperation. **To achieve robust capacity to manage the enormous climate emergency, we have to design, fund, and maintain community leadership, engagement, and education, particularly for the next decade.**

“By 2030, the Redwood Region will become the first proven carbon-sequestering rural area in the U.S.”



The City of Arcata during an exceptionally high tide, sometimes referred to as a 'king tide,' in Feb. 2020  
Photo courtesy of Humboldt State University

# COREHub

Redwood Region Climate & Community Resilience (CORE) Hub

Supporting Transitions to Resilient and Decarbonized Communities

## CORE Actions

In far northwest California, the CORE Hub formed as an answer to regional requests to achieve decarbonized resilience, by supporting initiatives, evidence-based information and analysis, technical assistance, equitable community participation and benefits, and planning and policy guidance. Our actions broadly include but are not limited to the following:

- ▶ **Convene and facilitate healthy civic dialogues**, with financial and technical supports for underrepresented communities to participate and achieve demonstrable, beneficial outcomes.
- ▶ **Take action for equity**, elevate the interests of the historically and currently marginalized, and promote a climate-smart future that also leads to a just economy.
- ▶ **Promote accurate, accessible public information** to help our local communities make informed decisions.
- ▶ **Provide research, analysis, and technical assistance** that enables smart public-policy and supports public officials; support the development of local/regional expertise, leadership, and knowledge.
- ▶ **Promote the traditional knowledge and multi-generational values** of the region's Native American cultures and sovereign Tribal Nations in dialogues and solutions.
- ▶ **Conduct rigorous tracking to document progress and ensure accountability** (e.g., carbon accounting and carbon lifecycle analysis; relevant metrics to assess progress toward improved resilience and equity), evaluate the work of the CORE Hub itself, and provide transparency and evidence about initiatives and outcomes related to the goal, mission, and projects.

## The Redwood Region Context

One of the world's most significant ecosystems, the Redwood Coast of Northwestern California, is truly exceptional. Ancient old growth and second growth redwood forests—including a UNESCO heritage site and Indigenous Tribal lands—are estimated to absorb more than 600 million metric tons of carbon, or the capacity to sequester almost 10% of the United States' carbon emissions. Now in jeopardy due to heat gain, fires, and other climate amplified threats, this forest embodies our

global challenge: the need to mitigate, adapt, and absorb in recognition that climate change is upon us, and that our natural and human-made systems require fast action. **Our shared global climate change battle relies on local teamwork and timely implementation, and this region has demonstrated success doing just that: combining built and natural systems with human capacity to achieve accelerated climate-smart resilience.**



Photo courtesy of CK Cookman



# COREHub

Redwood Region Climate & Community Resilience (CORE) Hub

Supporting Transitions to Resilient and Decarbonized Communities

## ■ Offshore Wind Energy: An Immediate Focus

The Pacific Coast of the U.S. is the latest international location for the development of offshore wind energy. The Department of Interior, through its Bureau of Ocean Energy Management (BOEM), recently began the process to license offshore wind production on the Pacific Coast. Areas offshore from two California regions are under assessment, including sites near Humboldt Bay in the Redwood Region/North Coast—which has one of the country’s best wind resources approximately 20 miles offshore—and Morro Bay on the Central Coast.

If designed and implemented appropriately, offshore wind has potential to be a relatively clean and resilient energy source within the Redwood Region that can improve local power reliability and reduce dependence on fossil fuels.

Offshore wind’s potential is being explored within contexts of precious wildlife, Tribal Nations’ traditions and community resilience, and local mariculture and tourism economies, among many other considerations. Local shaping of this new industry, including strong, equitable partnerships between any offshore wind energy developer and the region, is essential given the region’s history with resource and human exploitation.

**The CORE Hub has been requested by federal, Tribal, state, and local governments, agencies, and community organizations to facilitate community engagement on offshore wind. This engagement will include discussions about “community benefits” strategies that will ultimately guide and shape this new industry as it develops within the region.**

In this work, we will seek to reduce conflicts, avoid maladaptation, and create enduring human, environmental, and economic resilience.



8.4 MW floating wind turbine for Portugal’s WindFloat Atlantic project being towed from assembly dock in North-western Spain. Photo courtesy of Principle Power



Two 9.5 MW floating wind turbines deployed at Kincardine Offshore Wind project off coast of Aberdeen, Scotland. Photo courtesy of Principle Power



9.5 MW floating wind turbine for Scotland’s Kincardine Offshore Wind project at assembly dock in The Netherlands. Photo courtesy of Principle Power

## ■ Decarbonized Resilience by 2030: A Wider Focus

The Redwood Region has work to do—the fastest net sea level rise on the Pacific Coast and groundwater inundation are transforming our low-elevation coastlands and we have major critical infrastructure to reorganize and relocate. A decade of serious drought has turned our usually temperate coastal communities into high-risk wildfire zones, with hazardous air quality due to frequent wildfires burning. Our own senses, confirmed by traditional ecological knowledge and other sciences, are telling us it is time for serious action to improve our overall resilience and reduce emissions to cool and calm the planet.

The CORE Hub is helping the region pair mitigations and adaptations for these cascading conditions with research and data to prove we are—or will become—optimized as a carbon sink: no climate emissions, sequestering far more climate-forcing elements than our systems generate—with the goal of slowing the rate of temperature change, and reducing the number and severity of emergencies. **The Redwood Region has the local expertise, willingness, and attributes to become the first proven carbon-sequestering rural area by 2030.**

The CORE Hub helps convene dialogues and distribute resources to communities as they work to reorganize and relocate built and natural systems in better alignment with human needs, and to document the processes so local communities and other rural regions and Tribal Nations have a recipe for their own decarbonized resilience.



The Blue Lake Rancheria microgrid integrates a solar array, battery storage, and control systems to allow the Rancheria campus to operate in tandem with or islanded from the main utility grid. It generates renewable energy and provides approximately \$150,000 in annual electricity savings. The Blue Lake Rancheria is a founding partner of CORE Hub.  
Photo courtesy the Blue Lake Rancheria



Solar array at the Blue Lake Rancheria.  
Photo Courtesy Schatz Energy Research Center.

### Contact Us

Please contact [info@redwoodcorehub.org](mailto:info@redwoodcorehub.org) for more information.



**STAFF REPORT**  
**Agenda Item # 5.2**

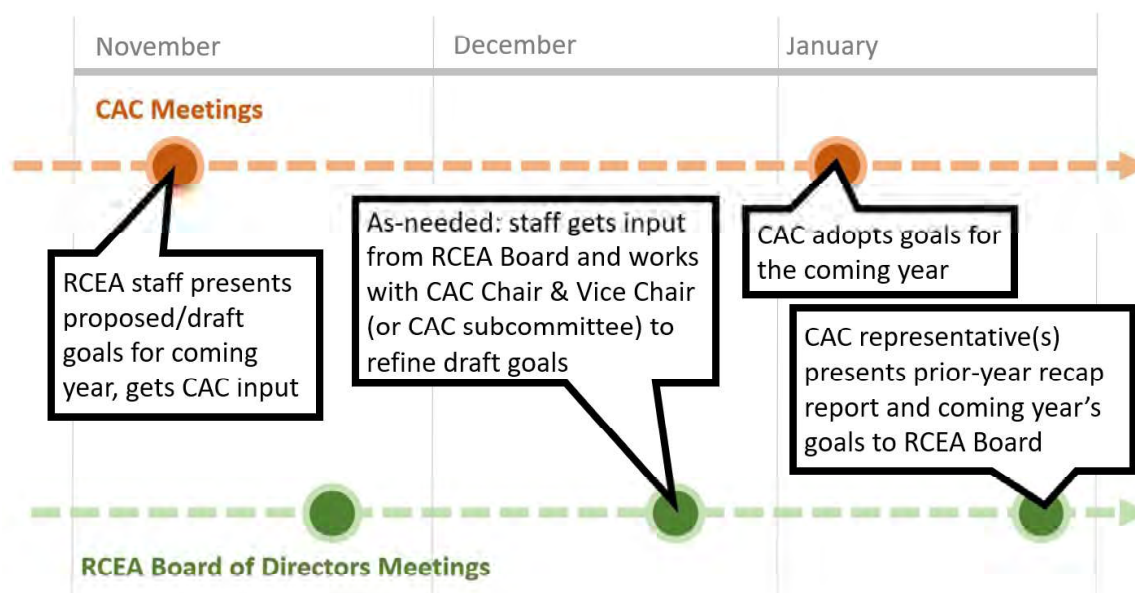
AGENDA DATE:	December 16, 2021
TO:	Board of Directors
PREPARED BY:	Matthew Marshall, Executive Director
SUBJECT:	Community Advisory Committee Proposed 2022 Work Goals

**SUMMARY**

At the July Community Advisory Committee meeting, the CAC agreed to report the group's past year accomplishments and upcoming year goals annually to the RCEA Board of Directors. The process aims to organize the body's work within the framework of the agency's work goals, and to help the Board thoughtfully utilize the committee as a resource to support Board decision-making and agency public engagement efforts.

The group agreed to the schedule illustrated below:

**Community Advisory Committee**  
**Goal-setting & Board Reporting**  
Proposed Annual Timeline





In November staff proposed potential 2022 work goals to the CAC based on RCEA's overall 2022 workplan and anticipated areas of focus. The committee members provided input and expressed support for the following (in descending order of interest):

1. Review and make recommendations for RCEA comments on energy-specific considerations for large developments and local planning efforts (examples: Nordic Aquafarms, McKinleyville Town Center Master Plan, McKay Ranch Subdivision).
2. Assist with identifying and prioritizing critical facilities and at-risk communities that would benefit from enhanced energy resilience infrastructure, including future microgrid deployment and/or facility-level renewable back-up power systems.
3. Finalize recommendations to the RCEA Board and County Board of Supervisors for energy-project bond and/or alternative financing opportunities, support any resulting implementation efforts as appropriate.
4. Help facilitate community input on the finalization and adoption of the Humboldt Regional Climate Action Plan.
5. Support and help guide offshore wind energy community outreach.
6. Provide input on the development of new and expanding RCEA customer programs and help guide community outreach and messaging for those programs.

Staff will provide a brief overview of these options at the meeting and request input and additional or alternative suggestions.

Following the meeting staff will work with the CAC subcommittee to address any Board input or direction and finalized the goals for adoption by the full CAC in January. CAC representatives will then present a report at the January Board of Directors meeting on activities in 2021 and the final CAC goals and workplan for 2022.

## **RECOMMENDED ACTION**

Discuss and provide guidance on 2022 Community Advisory Committee work goals.



# REDWOOD COAST **Energy**Authority

## **STAFF REPORT Agenda Item # 10.1**

AGENDA DATE:	December 16, 2021
TO:	Board of Directors
FROM:	Matthew Marshall, Executive Director
SUBJECT:	Executive Director's Staff Report

### **SUMMARY**

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Executive Director Matthew Marshall will provide a brief update on:

- Exploration of options for a bridge loan to manage the anticipated cashflow shortfall in early 2022,
- local and national offshore wind related activities,
- RCEA activities over the last month, and
- other topics as needed.

### **RECOMMENDED ACTION**

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None. (Information only)

# December 2021 News and Updates

from the Redwood Coast Energy Authority



Mural by  
Matthew Marshall

## Power Resources updates

- The Power Resources Team is working with a Board Committee to create a shortlist of potential projects for a Mid-Term Reliability Resource solicitation for new, non-fossil fuel energy sources.
- RCEA and Sonoma Clean Power are planning to work together to deliver renewable energy from Northern California to the rest of the state. The agreement will be considered by the Board at an upcoming meeting.
- The RCEA Board Procurement Oversight Committee will evaluate offers for California Community Power's Firm Clean Resource solicitation this month. The effort is expected to result in new in-state or out-of-state geothermal and/or biomass capacity to deliver power by summer 2026, following CPUC procurement targets.
- The Redwood Coast Airport Microgrid is expected to become certified as a Renewable Portfolio Standard-eligible facility by the California Energy Commission this month.



On December 3, RCEA Manager of Human Resources & Workforce Development Patrick Owen toured the Operating Engineers Local 3 Journeymen and Apprentice Training Center in Sloughhouse, CA, with representatives from Ocean Winds, Principle Power, Aker, EDPR, HSU and Schatz Energy Research Center, Humboldt County Economic Development Division and several Humboldt-based general contractors.

2021 to date

Residential EV  
Charging Equipment  
REBATE

6  
approved



Electric Vehicles  
REBATE

17  
approved



Heat Pumps  
REBATE

20  
approved



Non-Res Services  
ASSESSMENTS

7  
completed



November 2021

Residential Services  
ASSESSMENTS

16 consultations  
10 residential kits





**POWERING FORWARD** - CalCCA held its first virtual annual conference this month. More than 470 Community Choice Energy program leaders from across the state attended to discuss critical issues facing California's energy sector. CCEs, once thought of as the new kids on the energy block, then "the cool kids," have grown up to be "the big kids"! Find the meeting recordings and details here:

<https://cal-cca.org/public-events/2021-annual-meeting/>



RCEA's transportation team is working on a Medium and Heavy Duty Zero Emission Vehicle Infrastructure Planning Grant.

This project will determine the most effective ways to increase MD/HD ZEV use on the North Coast, install advanced fueling infrastructure in our rural setting, and engage key regional stakeholders through partnerships and outreach.

## Customer Energy Solutions updates



**Custom solutions for local businesses.** Our team is working hard to deliver a variety of new energy efficiency and electrification programs to our non-residential customers. Businesses that work with our trusted Energy Advisors can get help with interior and exterior lighting, equipment upgrades, refrigeration, HVAC, rate analysis, referrals, access to rebates and incentives, and much more. To spread the word and maximize the benefits to our community, **RCEA will donate \$100 to Food for People on behalf of each business** that schedules an assessment. Email [programs@RedwoodEnergy.org](mailto:programs@RedwoodEnergy.org) or call us.

**Community Grid Program with Swell Energy** is making progress with four customers enrolled.

**RCEA's Contractor & Vendor Network** open enrollment continues - seven have signed up so far.

**RCEA Partner Contractor** - SacTown Contractors will install for the RCEA direct install programs.

**Workforce education and training** - We're making sure new energy jobs can go to local skilled workers.

**Rural Regional Energy Network** - We're developing a 5-year program to begin in 2023.

**Mobile Home Solar** We're planning implementation with our project partners.

**Heat Pump Installations** RCEA was awarded a \$99,500 grant for heat pump installation rebates.

## Ongoing Agency Projects



**City of Ferndale** - solar and lighting

**Yurok Tribe** - multiple project locations

**City of Rio Dell** - solar, storage, generator

**Southern Humboldt Unified School District** - solar

**Eureka City Schools** - solar, storage, EV bus charger

**Arcata Elementary** - carbon monoxide monitors and HVAC assessment

**Coastal Grove Charter** - carbon monoxide monitors and HVAC assessment

**Redwood Coast Montessori** - carbon monoxide monitors and HVAC assessment

**CA Redwood Coast Humboldt County Airport** - exterior lighting project, interior tube lights

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