



Redwood Coast Energy Authority
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BOARD OF DIRECTORS REGULAR MEETING AGENDA

**Wharfinger Building, downstairs Bay Room
1 Marina Way, Eureka, CA 95501**

**June 27, 2024
Thursday, 3:30 p.m.**

Any member of the public needing special accommodation to participate in this meeting or access the meeting materials should email LTaketa@redwoodenergy.org or call (707) 269-1700 at least 3 business days before the meeting. Assistive listening devices are available.

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, including those received less than 72 hours prior to the Committee's meeting, will be made available to the public at www.RedwoodEnergy.org.

NOTE: Speakers wishing to distribute materials to the Board at the meeting, please provide 13 copies to the Board Clerk.

THIS IS A HYBRID IN-PERSON AND VIRTUAL MEETING.

The RCEA Board of Directors holds in-person hybrid meetings. When attending, please socially distance as much as possible and be courteous to those who choose to wear a mask.

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

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 prompt you to unmute your phone or computer. You will have 3 minutes to speak.

You may submit written public comment by email to 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.

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."

OPEN SESSION Call to Order

1. ROLL CALL - REMOTE DIRECTOR PARTICIPATION

- 1.1. Approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

2. REPORTS FROM MEMBER ENTITIES

3. ORAL AND WRITTEN COMMUNICATIONS

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral 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.

4. 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.

- 4.1 Approve Minutes of May 23, 2024, Board Meeting.
- 4.2 Approve Disbursements Report.
- 4.3 Accept Financial Reports.
- 4.4 Approve Resolution 2024-6 Approving the Form of and Authorizing the Execution of the Long-Term Portfolio Content Category 3 Purchase Agreement with Sol Systems, LLC.
- 4.5 Adopt Resolution 2024-7 Adopting Amended Board Operating Guidelines to Include Revised Meeting Procedures and Transparency Requirements and an Amended Conflict of Interest Code Due to Changed Board Membership. Authorize the Board Clerk to Submit the Amended Conflict of Interest Code to the Humboldt County Board of Supervisors as the Code Reviewing Body.

5. REMOVED FROM CONSENT CALENDAR ITEMS

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

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

- 7.1. Income Graduated Fixed Charge Presentation (Information only)
- 7.2. Community Choice Energy Program Procurement Target Adjustment

Adopt Resolution 2024-8 Adopting the State Target for Renewable Electricity Procurement for Calendar Years 2024 and 2025.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

8. OLD BUSINESS

8.1 Fiscal Year 2024-25 Proposed Budget

Adopt proposed Fiscal Year 2024-2025 budget.

9. NEW BUSINESS

9.1 Rural Electric Vehicle Charging CEC Grant Construction Contracts Award

Award contracts for the installation of electric vehicle charging stations for the RCEA North Coast Plug-In Electric Vehicle Charging Network Expansion Project to:

Mobley Construction Inc. in the amount of \$97,153 for the Orleans site;

Hooven & Reese Inc. in the amount of \$96,110 for the Redway and Garberville sites; and

Hooven & Reese Inc. in the amount of \$166,568.36 for the Fortuna and Eureka sites;

and authorize the Executive Director to execute all applicable documents subject to RCEA General Counsel review.

10. STAFF REPORTS

10.1 Interim Executive Director's Report

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 Employment, pursuant to Government Code Section 54957: Executive Director recruitment.

13. RECONVENE TO OPEN SESSION

14. CLOSED SESSION REPORT

15. ADJOURNMENT

NEXT REGULAR MEETING

Thursday, July 25, 2024, 3:30 p.m.

Wharfinger Building downstairs Bay Room, 1 Marina Way, Eureka, CA 95501

Online and phone participation will also be possible via Zoom.

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STAFF REPORT
Agenda Item # 1.1

AGENDA DATE:	June 27, 2024
TO:	RCEA Board of Directors
FROM:	Eileen Verbeck, Interim Executive Director
SUBJECT:	Member Teleconference Participation

BACKGROUND

Since emergency Brown Act meeting law changes went into effect in 2020 due to the COVID-19 public health emergency, the RCEA Board of Directors, Community Advisory Committee (CAC) and the subcommittees of those bodies met online with no physical, public meeting location. Governor Newsom signed AB 361 into law in September 2021, which allowed these bodies to continue meeting completely virtually without publishing each member's participation location while the COVID state of emergency continued and state or local officials recommended social distancing measures or the RCEA Board determined that meeting in person posed health and safety risks.

The COVID-19 State of Emergency ended on February 28, 2023, and RCEA Board and CAC meetings returned to meeting in-person at a physical location, with allowances under existing Brown Act rules or new AB 2449 Brown Act rules should a Board or CAC member need to participate from a remote location for certain reasons. If another state of emergency is declared, these bodies may be able to return to completely remote meetings.

SUMMARY

RCEA Board Directors may attend up to two meetings per year from a remote location without making the location accessible to the public for the following reasons:

1. "Just cause"
 - a. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner;
 - b. Due to a contagious illness that prevents the member from attending in-person;
 - c. Due to a need related to a physical or mental disability as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
 - d. Due to travel while on official business of the legislative body or another state or local agency.
2. "Emergency circumstance" due to a physical or family medical emergency that prevents the member from attending in person.

If a Board Director would like to attend the meeting remotely due to an emergency circumstance, the Board will take action by majority vote to approve the Director's remote participation. A vote is not necessary for a request to attend remotely for just cause. A brief

description, protecting the Director's (or Director's family member's) medical privacy, needs to be provided in both cases.

The remotely participating Board Director needs to publicly disclose at the meeting before any action (vote) is taken, whether anyone 18 years of age or older is present in the room at the remote location with the Director, and the general nature of the individual's relationship with the Director.

If the Board Director anticipates needing to participate remotely for more than 2 meetings per year, staff recommends arranging for a publicly and ADA accessible space with visual and audio meeting capabilities from which to participate.

Staff asks to be notified one-week in advance, if possible, of remote meeting attendance so the Director's publicly and ADA accessible remote meeting address can be published in the agenda, if required per Brown Act open meeting laws.

Current Remote Participation Requests

As of the writing of this staff report, there have been no remote director participation for "just cause" or "emergency circumstances" requests.

RECOMMENDED ACTION (if needed)

Approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.



BOARD OF DIRECTORS DRAFT MEETING MINUTES

**Wharfinger Building, downstairs Bay Room
1 Marina Way, Eureka, CA 95501**

**May 23, 2024
Thursday, 3:30 p.m.**

Chair Sarah Schaefer called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:30 p.m. Notice of this meeting was posted on May 17, 2024.

PRESENT: Natalie Arroyo, Vice Chair Scott Bauer, Skip Jorgensen, Kris Mobley, Jason Ramos, Elise Scafani, Chair Sarah Schaefer, Jack Tuttle, Frank Wilson, Sheri Woo.
ABSENT: Frankie Myers.

STAFF AND OTHERS PRESENT: Business Planning and Finance Director Lori Biondini; Power Resources Director Richard Engel; Demand-Side Management Director Stephen Kullmann; Human Resources Manager Kristy Siino; Board Clerk Lori Taketa; Interim Executive Director Eileen Verbeck. Tripepi Smith staff members: Katherine Griffiths, Christine Martin, Kylie Sun; Karen Villasenor.

There were no non-agenda topic public comments at this meeting, nor reports from directors regarding member agencies.

CONSENT CALENDAR

- 4.1 Approve Minutes of April 22, 2024, Board Special Meeting.
- 4.2 Approve Disbursements Report.
- 4.3 Accept Financial Reports.
- 4.4 Authorize Amendment 2 to 2021 Task Order 1 for Operational Services with The Energy Authority, Inc., and Authorize the Interim Executive Director to Execute the Amendment and All Associated Documents.
- 4.5 Accept Quarterly Budget Report for Fiscal Year 2023-2024 Q3.
- 4.6 Approve Resolution 2024-5 Approving the Form of and Authorizing the Execution of the Second Amendment to the Power Purchase Agreement with Foster Clean Power A LLC and the First Amendment to the Power Purchase Agreement with Foster Clean Power B LLC.
- 4.7 Accept Regulatory and Legislative Reports.
- 4.8 Approve Payment of California Community Power JPA Annual General and Administrative Dues up to \$136,463.60 for Fiscal Year 2024-25.
Approve Payment of California Community Choice Association Annual Dues up to \$112,375 for Fiscal Year 2024-25.

No Board nor community member requested any consent calendar item discussion.

M/S: Mobley, Bauer: Approve Consent Calendar items.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Mobley, Ramos, Scafani, Schaefer, Tuttle, Wilson, Woo. Noes: None. Absent: Myers, Abstain: None.

OLD BUSINESS

6.1 Adjustment of Procurement Limits in Risk Policy

Power Resources Director Engel reviewed the RCEA Energy Risk Management Policy's resource adequacy (RA) transaction decision thresholds. Original transaction limits were set in 2016 and increased in 2020 and 2022 to keep up with rising RA or capacity costs. California requires RCEA and all load-serving entities to procure set amounts of capacity by mandated deadlines or face penalties. Capacity prices have tripled since late 2022 when the limits were last adjusted, and competition for limited RA supply is extremely high. The increased authorization limit would allow the Risk Management Team to approve purchase of RA quickly without calling a Board meeting for transaction approval. Most capacity transactions fall within the lowest tier, The Energy Authority's authorization limit. Transactions requiring the Risk Management Team's approval typically happen only once or twice a year. There was no public comment on this agenda item.

M/S: Jorgensen, Bauer: Approve Addendum A to the RCEA Energy Risk Management Policy, including increases to procurement dollar value limits as specified in Proposal A, and authorize the Executive Director to delegate staff-level approval of capacity transactions in writing with a specified end date.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Mobley, Ramos, Scafani, Schaefer, Tuttle, Wilson, Woo. Noes: None. Absent: Myers, Abstain: None.

NEW BUSINESS

7.1 Fiscal Year 2024-25 Preliminary Draft Budget

Interim Executive Director Verbeck and Business Planning and Finance Director Biondini reported on the proposed fiscal year 2024-2025 budget. Conditions shaping the draft budget include a projected decrease in PG&E's rates and, consequently, RCEA's rates and revenue; a lack of external customer program funding due to the Rural Regional Energy Network implementation delay; increasing PG&E- and California Public Utilities Commission (CPUC)-determined customer exit fees; increasing renewable energy certificate prices; and, most importantly, changing capacity planning methods requiring new, slice-of-day RA procurement. The draft budget maintains RCEA's 0.5% discount from PG&E's generation rates, freezes four vacant staff positions, postpones office building design costs, decreases the customer incentive and rebate budget, and reduces outreach spending. New CPUC financial transparency rules require Community Choice Aggregators like RCEA to maintain specific cash reserves or face increased reporting requirements. Maintaining current Board green energy procurement targets would deplete RCEA cash reserves in three years, according to current financial modeling.

Staff met with the Board Finance Subcommittee who supported efforts to avoid using agency reserves as much as possible. After expression of reservations, the subcommittee agreed with staff's recommendation to procure energy following California's less aggressive

renewable energy portfolio requirements for 2024 and 2025, and to consider resumption of more aggressive environmental goals after assessing slice-of-day capacity procurement impacts. The recommendation was made in the interest of RCEA's long-term survival.

The directors discussed the following:

- Impacts to RCEA of lowering the agency's 100% renewable and carbon free electricity by 2025 goal to California state levels, which remain aggressive in the national context.
- The possibility of losing RCEA customers due to lowered environmental standards.
- The negative impacts should RCEA close due to insolvency.
- The importance of achieving and maintaining the \$35 million cash reserve goal as self-funded insurance before considering customer rate reductions.
- The importance of taking austerity measures.
- CCAs' impact to date on accelerating renewable energy development.
- The proposed budget will not likely result in more planetary greenhouse gas impacts.
- The \$7.6 million RCEA customers have saved on their electricity bills so far.
- The possibility of setting customer rates based on service costs rather than a set discount from PG&E's rates, and how this might affect competitiveness with PG&E.
- The importance of developing customer-owned energy sources as reserve targets are met to avoid exposure to negative competitive forces.
- The need for state and federal government representative protection for CCAs from investor-owned utility and CPUC market influencing actions.

It was clarified that the Board sets the energy procurement policy which TEA executes, buying and selling energy and environmental products according to the Energy Risk Management Policy procurement thresholds.

Staff described current grants RCEA is pursuing for microgrid development, resilience, and clean energy and efficiency for schools. Demand-Side Management Director Kullmann reported on the CPUC Administrative Law Judge's ruling which proposes to fund two Rural Regional Energy Networks (RENs), instead of one statewide Rural REN. RCEA would administer the northern Rural REN encompassing Humboldt, Mendocino and Lake Counties and the Sierra Business Council's territory. A final CPUC decision is expected in September, at which time staff will present the Board with a revised RCEA budget, including a REN administrative and program budget for residential and business customer energy efficiency incentives, project financing and code education.

The Board directed staff to prepare the fiscal year 2024-2025 budget based on state portfolio standards, and to discuss energy procurement policies with the Board again in six months. There were no comments from the public on this agenda item.

7.2 Executive Director Recruitment Firm Selection

Human Resources Manager Siino reported on the Executive Director recruitment progress. Staff and the Board's Executive Director Recruitment Subcommittee recommended contracting with Tripepi Smith because of the firm's Community Choice Aggregator and public sector experience. Tripepi Smith Business Analyst Kylie Sun described the firm's recruitment process and suggested the firm narrow down finalists. The subcommittee would review the recommendations and full applicant list to finalize applicants for the full Board to interview. Recruitment would begin in July. The Board will provide direction on the new

Executive Director's desired knowledge, skills and abilities, listed in recommended action item 3, in closed session at the June Board meeting. There was no public comment on this agenda item.

M/S: Mobley, Scafani:

- 1. Authorize the Executive Director to execute all applicable documents for recruitment services associated with the Executive Director recruitment with Tripepi Smith for \$20,500, subject to RCEA General Counsel review.**
- 2. Authorize a contingency of up to \$9,500 for additional or unanticipated costs associated with the executive recruitment.**
- 4. Authorize the Executive Director Recruitment Ad hoc Sub Committee to meet and communicate on behalf of the Board with the recruitment firm.**

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Mobley, Ramos, Scafani, Schaefer, Tuttle, Wilson, Woo. Noes: None. Absent: Myers, Abstain: None.

STAFF REPORTS

8.1 Interim Executive Director's Report (Information only)

RCEA staff completed the agency's first federal audit for the \$6 million USDA airport microgrid loan. All funds were properly accounted for, and the auditor complimented Business Planning and Finance Director Biondini's cooperation and good work. Fiscal year 2020-2021 audit field work began immediately after the federal audit. The directors thanked Director Biondini. There was no public comment on this item.

FUTURE AGENDA ITEMS

The Board will provide direction regarding the prospective Executive Director's knowledge, skills and abilities in closed session at the June Board meeting.

Chair Schaefer adjourned the meeting at 5:14 p.m.

Lori Taketa
Board Clerk

Redwood Coast Energy Authority Disbursements Report As of April 30, 2024

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	04/01/2024	ACH	The Energy Authority	CAISO Invoice #CISO032724-MAR	-42,292.15
Check	04/04/2024	ACH	VISA	March 2024 Statement 02/22-03/20/2024	-9,011.61
Bill Pmt -Check	04/05/2024	ACH	Humboldt Sawmill Co.	February 2024 Electricity Charge	-179,312.09
Bill Pmt -Check	04/05/2024	ACH	Viridity Energy Solutions, Inc.	Tierra Buena RA-March 2024	-16,900.00
Bill Pmt -Check	04/05/2024	WIRE	PG&E Voluntary Allocation	October 2023 Forecast Price- VA	-73,083.60
Bill Pmt -Check	04/12/2024	ACH	CalCCA	March and April 2024	-34,631.18
Bill Pmt -Check	04/12/2024	ACH	Humboldt Sawmill Co.	March 2024 Electricity Charge	-439,633.21
Bill Pmt -Check	04/12/2024	ACH	Leapfrog Power, Inc	March 2024 RA Invoice	-36,740.00
Liability Check	04/12/2024	ACH	Ascensus	Paydate 04/12/24, deferred compensation	-12,175.01
Liability Check	04/12/2024	ACH	EDD	Paydate 04/12/24	-6,894.06
Liability Check	04/12/2024	ACH	Internal Revenue Service	Paydate 04/12/24	-31,634.23
Liability Check	04/12/2024	ACH	Newport Group	Paydate 04/12/24, deferred compensation	-11,987.21
Check	04/12/2024	17152	Wesley Hodges	Scholarship Reimbursement for EVITP Training	-275.00
Check	04/12/2024	17153	Owsley Electric	Scholarship Reimbursement for EVITP Training	-275.00
Check	04/12/2024	17154	Hooven & Reese, Inc.	Scholarship Reimbursement for EVITP Training	-275.00
Check	04/12/2024	17155	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240319	-700.00
Check	04/12/2024	17156	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-230712	-825.00
Check	04/12/2024	17157	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240303	-900.00
Check	04/12/2024	17158	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240131	-1,100.00
Check	04/12/2024	17159	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240130	-1,700.00
Check	04/12/2024	17160	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240329	-50.00
Check	04/12/2024	17161	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240403	-150.00
Check	04/12/2024	17162	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240214	-250.00
Check	04/12/2024	17163	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240319	-400.00
Check	04/12/2024	17164	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240319	-400.00
Check	04/12/2024	17165	CCE Customer	CCE Equipment Rebate - NonRes #CCE-NR	-1,000.00
Check	04/12/2024	17166	CCE Customer	Res EVSE rebate #REVSE43	-336.35
Bill Pmt -Check	04/12/2024	17167	Aiqueous, LLC	Mar 2024 Next 90 and Support Hours	-4,875.00
Bill Pmt -Check	04/12/2024	17168	Amazon.com	Monthly billing - March 2024	-2,142.50
Bill Pmt -Check	04/12/2024	17169	AT&T	RCAM Router charges - ACV: 02/19-03/18/24	-163.00
Bill Pmt -Check	04/12/2024	17170	AT&T	RCAM data charges: 03/29-04/28/24	-889.58
Bill Pmt -Check	04/12/2024	17171	AT&T Long Distance	Phone charges 03/25 - 04/24/2024	-125.72
Bill Pmt -Check	04/12/2024	17172	Boone, J.	CALCCA Conf.: Per Diem Meals 4/15-4/18/24	-140.00
Bill Pmt -Check	04/12/2024	17173	Braun Blaising & Wynne	Legal Services - Regulatory -February 2024	-7,269.19
Bill Pmt -Check	04/12/2024	17174	Chad Johnson	Heat Pump Workshop Video Services	-1,575.00
Bill Pmt -Check	04/12/2024	17175	City of Arcata	March 2024 Excessive Energy Use Tax	-2,998.35
Bill Pmt -Check	04/12/2024	17176	City of Arcata	March 2024 Utility User Tax	-16,441.15
Bill Pmt -Check	04/12/2024	17177	City of Eureka-Water	917 3rd St & 633 3rd St, March 2024	-351.89
Bill Pmt -Check	04/12/2024	17178	Diamond, Nancy	March 2024 legal services	-13,655.00
Bill Pmt -Check	04/12/2024	17179	Donald Dame	CCE Consulting services- Mar 2024	-262.50
Bill Pmt -Check	04/12/2024	17180	Engel, R.	CALCCA Conf.: Per Diem Meals 4/15-4/18/24	-140.00
Bill Pmt -Check	04/12/2024	17181	Eureka Humboldt Fire Extinguisher Co. Inc	Annual fire extinguisher service for 633 3rd St	-255.51
Bill Pmt -Check	04/12/2024	17182	Gwynn, J.	CALCCA Conf.: Per Diem Meals 4/16-4/18/24	-101.00
Bill Pmt -Check	04/12/2024	17183	Hilson, D.	Mileage reimbursement - Mar 2024	-24.92
Bill Pmt -Check	04/12/2024	17184	HSU - Sponsored Programs Foundation	TO4 RCAM Op Support: Dec 2023-Jan 2024	-5,287.10
Bill Pmt -Check	04/12/2024	17185	Kerekes, C.	Mileage reimbursement - March 2024	-9.38
Bill Pmt -Check	04/12/2024	17186	Kullmann, S.	CALCCA Conf.: Per Diem Meals 4/15-4/18/24	-140.00
Bill Pmt -Check	04/12/2024	17187	Lost Coast Communications	Radio spots - Heat Pump Workshop-Mar 2024	-495.00

Redwood Coast Energy Authority Disbursements Report As of April 30, 2024

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	04/12/2024	17188	Mission Uniform & Linen	March 2024 mat cleaning and supplies	-100.30
Bill Pmt -Check	04/12/2024	17189	Novotny, F.	CALCCA Conf.: Per Diem Meals 4/16-4/18/24	-101.00
Bill Pmt -Check	04/12/2024	17190	Perez, A.	CALCCA Conf.: Per Diem Meals 4/16-4/18/24	-101.00
Bill Pmt -Check	04/12/2024	17191	Premier Financial Group	Advisory Fee for Q1 2024	-5,443.04
Bill Pmt -Check	04/12/2024	17192	Recology	917 3rd St. Mar 2024 garbage service	-71.48
Bill Pmt -Check	04/12/2024	17193	Recology	633 3rd St. Mar 2024 garbage service	-105.52
Bill Pmt -Check	04/12/2024	17194	Regli, S	CALCCA Conf.: Per Diem Meals 4/15-4/18/24	-140.00
Bill Pmt -Check	04/12/2024	17195	Rodriguez, Louis	Mileage reimbursement - March 2024	-34.84
Bill Pmt -Check	04/12/2024	17196	Secretary of State	Form SF-405 Copies Fee	-6.50
Bill Pmt -Check	04/12/2024	17197	Sloan, J.	CALCCA Conf.: Per Diem Meals 4/16-4/18/24	-101.00
Bill Pmt -Check	04/12/2024	17198	Stitch Witch	Logo gear order - 100% Balance	-70.53
Bill Pmt -Check	04/12/2024	17199	Times Printing Company	April 2024 Move-in invoices	-1,111.49
Bill Pmt -Check	04/12/2024	17200	Westside Community Center	Venue Rental: 2/13 & 3/12 CAC meetings	-525.00
Bill Pmt -Check	04/12/2024	17201	Yakovleva, Vera A.	CALCCA Conf.: Per Diem Meals 4/16-4/18/24	-101.00
Paycheck	04/12/2024	ACH	Employees	Payroll	-77,777.08
Bill Pmt -Check	04/15/2024	ACH	The Energy Authority	CAISO Invoice	-41,053.80
Bill Pmt -Check	04/15/2024	ACH	The Energy Authority	TEA Invoice #TEA 32024 March 2024	-3,613,326.33
Bill Pmt -Check	04/19/2024	ACH	CalPine Corporation	Calpine March 2024 Costs	-63,790.17
Bill Pmt -Check	04/19/2024	ACH	Snow Mountain Hydro, LLC	Mar 2024 Electricity	-166,103.16
Check	04/19/2024	17202	NEM Customer	NEM Account Closeout	-6.07
Check	04/19/2024	17203	NEM Customer	NEM Account Closeout	-179.98
Check	04/19/2024	17204	NEM Customer	NEM Account Closeout	-267.63
Check	04/19/2024	17205	NEM Customer	NEM Account Closeout	-88.85
Check	04/19/2024	17206	NEM Customer	NEM Account Closeout	-43.22
Check	04/19/2024	17207	NEM Customer	NEM Account Closeout	-55.20
Check	04/19/2024	17208	NEM Customer	NEM Account Closeout	-22.25
Check	04/19/2024	17209	NEM Customer	NEM Account Closeout	-22.35
Check	04/19/2024	17210	NEM Customer	NEM Account Closeout	-63.95
Check	04/19/2024	17211	NEM Customer	NEM Account Closeout	-148.06
Check	04/19/2024	17212	NEM Customer	NEM Account Closeout	-131.44
Check	04/19/2024	17213	NEM Customer	NEM Account Closeout	-101.00
Check	04/19/2024	17214	NEM Customer	NEM Account Closeout	-180.30
Bill Pmt -Check	04/19/2024	17215	Biondini, L.	Offshore Wind Tour, Per Diem meals	-267.00
Bill Pmt -Check	04/19/2024	17216	Carter Properties, LLC	917 3rd Street Office Lease -May 2024 rent	-2,300.00
Bill Pmt -Check	04/19/2024	17217	Enterprise Tolls	Agreement 3XJJFT, Fischer, 04/05/2024	-14.70
Bill Pmt -Check	04/19/2024	17218	Humboldt Builders' Exchange	Annual membership dues	-425.00
Bill Pmt -Check	04/19/2024	17219	Local Worm Guy	Mar 2024 Compost service both locations	-60.00
Bill Pmt -Check	04/19/2024	17220	Mission Uniform & Linen	April 2024 mat cleaning and supplies	-75.55
Bill Pmt -Check	04/19/2024	17221	North Coast Cleaning	March 2024 services	-1,090.00
Bill Pmt -Check	04/19/2024	17222	Optimum Business-633	633 3rd St: Phone & Internet - 03/28-04/27/2024	-1,103.18
Bill Pmt -Check	04/19/2024	17223	Perez, A.	CPUC Expo, Transp. & Lodging Reimbursement	-639.99
Bill Pmt -Check	04/19/2024	17224	PG&E - ACV	ACV site utilities 02/28-03/27/2024	-181.18
Bill Pmt -Check	04/19/2024	17225	PG&E CCA	Mar 2024 CCE Charges	-21,696.85
Bill Pmt -Check	04/19/2024	17226	PG&E Office Utility	03/07-04/07/2024 utilities for 917 3rd Street	-551.31
Bill Pmt -Check	04/19/2024	17227	Ramone's Bakery	Heat Pump Workshop-Pasteries & Coffee	-596.10
Bill Pmt -Check	04/19/2024	17228	Redwood Community Radio	Radio underwriting - FY Q4 2023/24	-780.00
Bill Pmt -Check	04/19/2024	17229	Times Printing Company	April 2024 Late Notice invoices	-935.69
Bill Pmt -Check	04/19/2024	17230	Ubeo Business Services	633 3rd St Printer Charges: 03/06-04/05/24	-215.42

Redwood Coast Energy Authority
Disbursements Report
 As of April 30, 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -Check	04/19/2024	17231	Verbeck, E.	Offshore Wind Tour, Per Diem meals	-267.00
Bill Pmt -Check	04/19/2024	17232	Winzler, John	Office Lease - 633 3rd St, May 2024	-7,752.50
Check	04/22/2024	Debit	Umpqua Bank	Service Charge	-218.18
Bill Pmt -Check	04/22/2024	ACH	The Energy Authority	CAISO Weekly settlement	-59,935.18
Liability Check	04/26/2024	ACH	EDD	Paydate 04/26/2024	-6,929.64
Liability Check	04/26/2024	ACH	Internal Revenue Service	Paydate 04/26/2024	-31,876.17
Liability Check	04/26/2024	ACH	Ascensus	Paydate 04/26/2024, 401a Contributions	-12,254.23
Liability Check	04/26/2024	ACH	Ascensus	Paydate 04/26/2024,457b Contributions	-12,015.38
Liability Check	04/26/2024	ACH	Keenan	May 2024 Medical Premiums	-32,695.65
Liability Check	04/26/2024	ACH	Principal Life Insurance Company	May 2024 premiums	-111.94
Liability Check	04/26/2024	17233	Ameritas - Dental	May 2024 premiums	-2,058.68
Liability Check	04/26/2024	17234	Ameritas - Vision	May 2024 premiums	-375.52
Paycheck	04/26/2024	ACH	Employees	Payroll	-78,884.50
Bill Pmt -Check	04/29/2024	ACH	PG&E EV Account	H St EV-Act 6550963072-2	-467.29
Liability Check	04/29/2024	ACH	Colonial Life	April 2024 Premiums	-2,673.78
Bill Pmt -Check	04/29/2024	ACH	CA Dept. of Tax & Fee Administration	Electrical Energy Surcharge Q1 2024	-44,864.00
Bill Pmt -Check	04/29/2024	17235	California Public Utilities Commission	Citation No. E-4195-0167, RA	-753,290.40
Bill Pmt -Check	04/29/2024	17236	SDRMA P&L	Additional Insured Cert: City of Arcata	-47.50
TOTAL					<u><u>-6,009,295.54</u></u>

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Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
July 2023 through April 2024

	<u>Jul '23 - Apr 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4 GRANTS AND DONATIONS			
Total 4000 · Revenue - direct donations	7,450.00	0.00	100.0%
Total 4 GRANTS AND DONATIONS	7,450.00	0.00	100.0%
5 REVENUE EARNED			
Total 5000 · Revenue - government agencies	577,046.43	586,099.00	98.46%
Total 5100 · Revenue - program related	199,338.32	155,000.00	128.61%
Total 5300 · Revenue - interest on deposits	1,508.93	0.00	100.0%
Total 5400 · Revenue-nongovernment agencies	499,160.15	582,802.00	85.65%
Total 5500 · Revenue - Electricity Sales	64,322,463.22	85,206,156.00	75.49%
Total 5 REVENUE EARNED	65,599,517.05	86,530,057.00	75.81%
Total Income	65,606,967.05	86,530,057.00	75.82%
Gross Profit	65,606,967.05	86,530,057.00	75.82%
Expense			
Total 6 WHOLESALE POWER SUPPLY	48,875,424.88	65,436,704.00	74.69%
Total 7 PERSONNEL EXPENSES	4,048,921.78	5,148,499.00	78.64%
Total 8.1 FACILITIES AND OPERATIONS	537,580.85	1,537,574.00	34.96%
Total 8.2 COMMUNICATIONS AND OUTREACH	85,011.52	160,485.00	52.97%
8.4 PROFESSIONAL & PROGRAM SRVS			
8400 · Regulatory	110,895.16	205,000.00	54.1%
8410 · Contracts - Program Related Ser	271,727.61	640,900.00	42.4%
8420 · Accounting	61,073.84	191,000.00	31.98%
8430 · Legal	273,896.70	230,000.00	119.09%
8450 · Wholesale Services - TEA	683,320.18	766,853.00	89.11%
8460 · Procurement Credit - TEA	168,122.72	414,075.00	40.6%
8470 · Data Management - Calpine	656,726.88	887,187.00	74.02%
Total 8.4 PROFESSIONAL & PROGRAM SRVS	2,225,763.09	3,335,015.00	66.74%
Total 8.5 PROGRAM EXPENSES	240,278.65	290,014.00	82.85%
Total 8.6 INCENTIVES & REBATES	277,423.41	402,575.00	68.91%
Total 9 NON OPERATING COSTS	99,511.47	129,500.00	76.84%
Total Expense	56,389,915.65	76,440,366.00	73.77%
Net Ordinary Income	9,217,051.40	10,089,691.00	91.35%
Net Income	9,217,051.40	10,089,691.00	91.35%

Redwood Coast Energy Authority
Balance Sheet
As of April 30, 2024

	<u>Apr 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1060 · Umpqua Checking Acct 0560	-693,631.24
1071 · Umpqua Deposit Control Acct 8215	21,255,258.48
1075 · Umpqua Reserve Account 2300	1,700,000.00
1076 · First Republic Bank - 4999	399,967.48
Total Checking/Savings	<u>22,661,894.72</u>
Total Accounts Receivable	309,192.32
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-6,488,966.51
1103 · Accounts Receivable-Other	18,476,247.05
1120 · Inventory Asset	22,283.18
1205 · Prepaid Insurance	-4,798.47
1210 · Retentions Receivable	25,885.11
1499 · Undeposited Funds	1,650.00
Total Other Current Assets	<u>12,032,300.36</u>
Total Current Assets	35,003,387.40
Total Fixed Assets	9,531,474.20
Other Assets	
1700 · Security Deposits	4,201,104.71
Total Other Assets	<u>4,201,104.71</u>
TOTAL ASSETS	<u>48,735,966.31</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	2,733,856.04
Total Credit Cards	24,977.59
Other Current Liabilities	
2002 · Deposits Refundable	2,271,795.01
2011 · NEM Escrow Liability	106,426.33
Total 2100 · Payroll Liabilities	<u>166,691.98</u>
Total 2200 · Accrued Expenses	<u>15,155.35</u>
Total Other Current Liabilities	<u>2,560,068.67</u>
Total Current Liabilities	<u>5,318,902.30</u>
Total Long Term Liabilities	<u>6,011,214.32</u>
Total Liabilities	11,330,116.62
Equity	
3900 · Fund Balance	28,188,798.29
Net Income	9,217,051.40
Total Equity	<u>37,405,849.69</u>
TOTAL LIABILITIES & EQUITY	<u>48,735,966.31</u>



STAFF REPORT
Agenda Item # 4.4

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
PREPARED BY:	Jocelyn Gwynn, Senior Power Resources Manager
SUBJECT:	Long-Term Portfolio Content Category 3 Purchase

BACKGROUND

In August 2023, the Board authorized staff to seek procurement of Portfolio Content Category 3 (PCC3) Renewable Energy Certificates (RECs) as needed for compliance with California's Renewable Portfolio Standard (RPS), as long as the RECs were associated with non-emitting energy sources such as solar and wind. Senate Bill 350 requires load-serving entities (LSEs) such as RCEA to procure 65% of our RPS requirement under long-term contracts of 10 or more years, starting in the fourth compliance period from 2021 to 2024. LSEs can meet up to 10% of their RPS procurement requirement with PCC3 RECs, which are unbundled renewable attributes that are sold separately from the associated energy with which the REC was generated. This unbundling generally makes PCC3 RECs less attractive as an environmental compliance product and thus the least expensive. That said, the PCC3 market is very liquid, as non-LSE organizations and corporations also utilize the product to meet their own internally set renewable energy targets.

PCC3 RECs are reported in a separate category on the power content label that RCEA publishes and distributes to customers annually. However, since they are unbundled from the associated energy generation, that energy does not show up on the power content label as part of RCEA's power mix.

SUMMARY

In May, staff solicited long-term PCC3 transactions and, in keeping with the transaction approval limits set forth in RCEA's Energy Risk Management Policy, are now seeking Board approval of the resultant purchase agreement to ensure RCEA's compliance in the fourth RPS compliance period. Given the delay of the Sandrini solar project online date and the sharp increase in PCC1 and PCC2 pricing, the PCC3 contract is necessary to backfill for the lost generation while economically hedging the risk of our other contracted resources under-generating or customer loads increasing unexpectedly this year. The transaction is for 80,000 RECs, from non-emitting energy sources in keeping with the Board's direction. While this year's volume is needed for

RPS compliance, staff expect that we will be able to remarket any excess RECs that we don't need over the course of the delivery term to properly optimize our portfolio.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

Not applicable. Staff's recommendation is directed at achieving regulatory compliance.

EQUITY IMPACTS

Not applicable.

FINANCIAL IMPACT

The cost of PCC3 RECs is currently about one tenth the cost of PCC1 RECs. By procuring this PCC3 transaction instead of an equivalent volume of PCC1 RECs, RCEA will save approximately \$30 million based on the forecasted price differential over the 10-year term, excluding any revenue from remarketing excess RECs.

STAFF RECOMMENDATION

Approve Resolution 2024-6 Approving the Form of and Authorizing the Execution of the Long-Term Portfolio Content Category 3 Purchase Agreement with Sol Systems LLC.

ATTACHMENT

Resolution 2024-6 Approving the Form of and Authorizing the Execution of the Long-Term Portfolio Content Category 3 Purchase Agreement with Sol Systems, LLC

RESOLUTION NO. 2024-6

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF
THE LONG-TERM PORTFOLIO CONTENT CATEGORY 3 PURCHASE AGREEMENT
WITH SOL SYSTEMS, LLC**

WHEREAS, Redwood Coast Energy Authority (“RCEA”) issued a Request for Offers for Long-Term Portfolio Content Category 3 (“PCC3”) Renewable Energy Certificates (“RECs”) on May 1, 2024 (“RFO”); and

WHEREAS, multiple PCC3 REC offers were received and the offer from Sol Systems, LLC was selected by the RFO staff evaluation committee as the most economic offer; and

WHEREAS, under the Long Term PCC3 Purchase Agreement (“Agreement”), Sol Systems will supply and RCEA will purchase PCC3 RECs for a 10-year term, thereby contributing to RCEA’s compliance with state Renewable Portfolio Standard requirements.

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

1. The Long-Term PCC3 Purchase Agreement between RCEA and Sol Systems, LLC is hereby approved.
2. The RCEA Executive Director is authorized to execute the Agreement substantially in the form attached hereto as Appendix A on behalf of RCEA, and, in consultation with legal counsel, is authorized to approve any needed future amendments to the Agreement so long as the term, volume, and price are not changed and the amendment does not fundamentally change the business terms of the Agreement or measurably increase risk exposure for RCEA.

Adopted this ____ day of _____, 2024.

ATTEST:

Sarah Schaefer, 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. 2024-6 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

Appendix A: Long Term Portfolio Content Category 3 Purchase Agreement with
Sol Systems, LLC

LONG TERM PORTFOLIO CONTENT CATEGORY 3 PURCHASE AGREEMENT

COVER SHEET

Seller: Sol Systems, LLC, a Delaware Limited Liability Company.

Buyer: Redwood Coast Energy Authority, a California joint powers authority.

Product: Portfolio Content Category 3 (“**PCC3**”) Renewable Energy Credits, including all Green Attributes of such Renewable Energy Credits, that are associated with renewable energy generated by any Project. The delivery obligation for the Product is firm.

Projects: Any of the eligible renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects.” Seller may update Exhibit A at Seller’s discretion by providing Notice to Buyer.

Eligible Generating Sources: The Projects designated in Exhibit A each meet the definition of an “eligible renewable energy resource” as defined in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time, except that no Project may include a facility that produces carbon emissions which must be reported under the California Air Resources Board’s Mandatory Reporting Regulation (17 C.C.R. Section 95100, *et.seq.*), including, but not limited to facilities generating electricity through the combustion of biomass.

Delivery Term: 10 Contract Years

Annual Quantity: Seller shall deliver to Buyer an annual quantity (“Annual Quantity”) of 80,000 MWh of Product for each Contract Year.

Renewable Energy Credit Vintage: The Annual Quantity for each Contract Year shall be comprised of RECs with a vintage corresponding to the applicable Contract Year. For example, REC deliveries for 2025 shall be exclusively RECs associated with renewable energy generated in calendar year 2025.

Contract Price:

Contract Year	Contract Price
1	\$ [REDACTED] per REC
2-10	\$ [REDACTED] per REC

LONG TERM PORTFOLIO CONTENT CATEGORY 3 PURCHASE AGREEMENT

PREAMBLE

This Long-Term Portfolio Content Category 3 Purchase Agreement (“**Agreement**”) is entered into as of [_____] (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Buyer desires to purchase renewable energy credits that qualify towards the long term procurement requirements set forth in California Public Utilities Code section 399.13(b)(1); and

WHEREAS, Seller has executed contracts with a portfolio of renewable energy resources with durations of ten (10) years or longer; and

WHEREAS; Seller desires to sell, and Buyer desires to purchase, renewable energy credits associated with this portfolio of renewable energy resources on the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1: DEFINITIONS

1.1 Contract Definitions. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**Annual Quantity**” has the meaning set forth on the Cover Sheet.

“**Annual Quantity Damage Payment**” has the meaning set forth in Section 3.1.

“**Agreement**” has the meaning set forth in the Preamble and includes any Exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

“**Bankrupt**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“**Buyer**” has the meaning set forth on the Cover Sheet.

“**Buyer Default**” means a failure by Buyer (or its agents) to perform any of its obligations hereunder.

“**Buyer’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**California Renewables Portfolio Standard**” or “**RPS**” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and SB 100 (2018) codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.33 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**CEC**” means the California Energy Commission or its successor agency.

“**Claim**” has the meaning set forth in Section 16.2.

“**Compliance Actions**” has the meaning set forth in Section 3.11.

“**Compliance Expenditure Cap**” has the meaning set forth in Section 3.11.

“**Confidential Information**” has the meaning set forth in Section 14.1.

“**Contract Price**” has the meaning set forth on the Cover Sheet

“**Contract Term**” has the meaning set forth in Section 2.1.

“**Contract Year**” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Costs**” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“**COVID-19**” means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat or mitigate such disease.

“**CPUC**” means the California Public Utilities Commission, or successor entity.

“Defaulting Party” has the meaning set forth in Section 8.1(a).

“Delivery Term” shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“Early Termination Date” has the meaning set forth in Section 8.2(a).

“Effective Date” has the meaning set forth on the Preamble.

“Eligible Renewable Energy Resource” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“Event of Default” has the meaning set forth in Section 8.1.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Force Majeure Event” has the meaning set forth in Section 7.1.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; provided that that “Governmental Authority” shall not in any event include any Party.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by

trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Project energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project. [STC 2: Non-modifiable]

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Indemnified Party” has the meaning set forth in Section 13.1.

“Indemnifying Party” has the meaning set forth in Section 13.1.

“Joint Powers Agreement” means that certain Joint Powers Agreement dated as of December 15, 2015, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act, Government Code §§ 6500 et seq.

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, tariff, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes.

“MW” means megawatts measured in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**Non-Defaulting Party**” has the meaning set forth in Section 8.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“**Party**” has the meaning set forth in the Preamble.

“**Person**” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“**Portfolio Content Category 3**” or “**PCC3**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“**Product**” has the meaning set forth on the Cover Sheet.

“**Renewable Energy Credit**” or “**RECs**” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Terminated Transaction**” has the meaning set forth in Section 8.2(a).

“**Termination Payment**” has the meaning set forth in Section 8.3.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and is designated as eligible for complying with the California Renewables Portfolio Standard.

“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of October 24, 2022, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 Rules of Interpretation. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the term “including” means “including without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the work or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2: TERM

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein (“**Contract Term**”).

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 14 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

ARTICLE 3: PURCHASE AND SALE

3.1 **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Seller agrees to sell and deliver or make available to Buyer, and Buyer agrees to purchase and receive the Annual Quantity of Product for each Contract Year. The Annual Quantity is a firm obligation of Seller. If Seller fails to deliver the Annual Quantity of the Product, Buyer shall be entitled to receive from Seller a damage payment (“**Annual Quantity Damage Payment**”) equal to the product of the following: (i) the amount by which the quantity of RECs delivered was less than the Annual Quantity for the applicable Contract Year, multiplied by (ii) the amount by which the Replacement Price exceeds the Contract Price for the applicable Contract Year; provided, that the Replacement Price shall be calculated based on the costs reasonably incurred by Buyer to purchase such substitute Product, or in the absence of a purchase, the market price for the Product as mutually determined by Buyer and Seller in a commercially reasonable manner.

3.2 **California Renewables Portfolio Standard.**

(a) **Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) each Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s electrical energy output delivered to

Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Non-modifiable] As used in this Section 3.2(a), “certified by the CEC” means the Project has received CEC Certification and Verification.

(b) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Non-modifiable]

(c) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under this Agreement. [STC REC-2: Non-modifiable]

3.3 Change in Law.

(a) The Parties acknowledge that an essential purpose of this Agreement is to both provide Renewable Energy Credits that satisfy the requirements of California Public Utilities Code section 399.13(b)(1) and CPUC Decision D.17-06-026. Governmental Authorities, including the CEC, CPUC, and WREGIS, may undertake actions to implement changes in Law. Seller agrees to use commercially reasonable efforts to cooperate with Buyer with respect to any subsequently requested changes, modifications, or amendments to this Agreement needed to satisfy requirements of Governmental Authorities associated with changes in Law, including changes, modifications, or amendments to this Agreement to: (i) amend the definition of Green Attributes, including amendments to this Agreement to reflect any mandatory contractual language required by Governmental Authorities; (ii) require submission of any reports, data, or other information required by Governmental Authorities; or (iii) take any other actions that may be requested by Buyer to assure that the Projects are Eligible Renewable Energy Resources under the California Renewables Portfolio Standard; provided, however, that notwithstanding anything herein to the contrary, Seller shall have no obligation to modify this Agreement, or take other actions not required under this Agreement, if such modifications or actions would materially adversely affect, or could reasonably be expected to have or result in a material adverse effect on, any of Seller’s rights, benefits, risks and/or obligations under this Agreement.

(b) If a change in Law occurring after the Effective Date has increased Seller’s costs to comply with Seller’s obligations in excess of Seller’s known or reasonably expected costs (as of the Effective Date) with respect to obtaining, maintaining, conveying or effectuating Buyer’s use of (as applicable), the items listed below (the “**Compliance Actions**”) the maximum amount of out-of-pocket costs and expenses (“**Compliance Costs**”) to be incurred by Seller under this Agreement shall be capped at [REDACTED] dollars (\$ [REDACTED]) over the Delivery Term in the

aggregate (“**Compliance Expenditure Cap**”):

- (i) Green Attributes;
- (ii) WREGIS;
- (iii) Eligibility as an Eligible Renewable Energy Resource; and
- (iv) California Renewables Portfolio Standard qualification.

(c) Seller’s internal administrative costs associated with obtaining, maintaining, conveying or effectuating Buyer’s use of (as applicable) any Product are excluded from the Compliance Expenditure Cap. If Seller reasonably anticipates the need to incur Compliance Costs in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to Buyer of such anticipated Compliance Costs.

(d) Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the “Accepted Compliance Costs”), or (2) waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller.

(e) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller’s actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

ARTICLE 4: OBLIGATIONS AND DELIVERIES

4.1 Delivery. Seller shall deliver the Annual Quantity of Product for the applicable Contract Year by April 15th of the following year. For example, Renewable Energy Credits generated in 2025 that comprise the Annual Quantity for the 2025 Contract Year, shall be delivered to Buyer no later than April 15, 2026. Seller shall deliver the Product by transferring the Annual Quantity of Product to Buyer’s WREGIS account. Buyer’s WREGIS Account Holder Name: Redwood Coast Energy Authority, Organization ID: A1303, Account #: 78AADC8D-55B8.

4.2 Title and Risk of Loss. Title to and risk of loss related to the Product shall pass and transfer from Seller to Buyer upon the transfer of such Renewable Energy Credits in accordance with WREGIS.

4.3 WREGIS.

(a) Delivery of WREGIS Certificates. Throughout the Delivery Term, following generation of the Renewable Energy by the Project(s), Seller shall, at its sole expense, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with the Annual Quantity are issued and tracked for purposes of satisfying

the requirements of the California Renewables Portfolio Standard for Buyer.

(b) Seller shall comply with all Laws, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. The Parties acknowledge and agree that, as of the Effective Date, the WREGIS Certificates associated with the Annual Quantity for a month are not available for transfer to Buyer until approximately ninety (90) days after the end of such month. As specified in Section 4.1, Seller shall transfer WREGIS Certificates from its WREGIS account to Buyer's WREGIS account no later than April 15 following the end of each Contract Year.

(c) Upon either Party's receipt of notice from WREGIS that a transfer of WREGIS Certificates was not recognized, that Party will immediately notify the other Party, providing a copy of such notice, and both Parties will promptly cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized and completed. Each Party agrees to provide copies of its applicable reports to the extent reasonably necessary for WREGIS to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party.

ARTICLE 5: INVOICING AND PAYMENT; CREDIT

5.1 Invoicing. During the Delivery Term, Seller shall invoice Buyer quarterly within fifteen (15) days after the close of each quarter (i.e. by January 15, April 15, July 15, and October 15 of each year) for an amount equal to the product of (i) the Contract Price and (ii) the portion of the Annual Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer's WREGIS account by Seller.

5.2 Payment. Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each quarterly invoice. Buyer shall pay undisputed invoice amounts on or before the later of (a) the thirtieth (30th) day of the month in which the invoice was received or (b) fifteen (15) Business Days after receipt of the invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Buyer is not obligated to pay for any RECs that have not been delivered.

5.3 Credit Requirements. Notwithstanding any other provision of the Agreement, credit support is not required for either Party under this Agreement.

ARTICLE 6: NOTICES

6.1 Addresses for the Delivery of Notices. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth on Exhibit B or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

6.2 Acceptable Means of Delivering Notice. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, five (5) Business Days following the date of the postmark on the envelope in which such Notice was deposited in

the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 7: FORCE MAJEURE

7.1 Definition.

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below. Force Majeure may include delays in performance or inability to perform or comply with the terms and conditions of this Agreement due to delays in obtaining necessary equipment, labor or materials or other issues caused by or attributable to pandemics or epidemics, COVID-19, if the elements of Force Majeure defined in this Section 7.1(a) (other than the requirement that the event or circumstance was not anticipated as of the date the Agreement was agreed to) have been satisfied; provided that the general existence of COVID-19 shall not be sufficient to prove the existence of a Force Majeure Event absent a showing of other facts and circumstances which in the aggregate establish that a Force Majeure Event as defined in the first sentence hereof (other than the requirement that the event or circumstance was not anticipated as of the date the Agreement was agreed to) has occurred.

(b) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above.

7.2 No Liability If a Force Majeure Event Occurs. Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

7.3 Notice. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; provided that that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

7.4 Termination Following Force Majeure Event. If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then the non-claiming Party may terminate this Agreement upon written Notice to the other Party. Upon any such termination, neither Party shall not have any liability to the other Party, save and except for those obligations specified in Section 2.1.

ARTICLE 8: DEFAULTS; REMEDIES; TERMINATION

8.1 Events of Default. An "**Event of Default**" shall mean,

(a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default

set forth in this Section 8, and except for such Party's obligations to deliver or receive the Product) and such failure is not remedied within thirty (30) days after Notice thereof;

(iv) such Party becomes Bankrupt; and

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) Seller fails to pay Buyer the Annual Quantity Damage Payment within sixty (60) days of receipt of Notice from Buyer of the calculation of the amount of Annual Quantity Damage Payment.

8.2 Remedies; Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller occurring before the Commercial Operation Date), or (ii) the Termination Payment calculated in accordance with Section 8.3 below (in the case of any other Event of Default by either Party);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; or

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; provided that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

8.3 Termination Payment. The Termination Payment ("**Termination Payment**") for a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential,

incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Damage Payment or Termination Payment described in Section 8.3 (as applicable) is a reasonable approximation of such damages, and (c) the Damage Payment or Termination Payment described in Section 8.3 (as applicable) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

8.4 Notice of Payment of Termination Payment. As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

8.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 15.

8.6 Rights And Remedies Are Cumulative. Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 8 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

8.7 Mitigation. Any Non-Defaulting Party shall be obligated to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 9: LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

9.1 No Consequential Damages. EXCEPT TO THE EXTENT INCLUDED AS PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, OR PART OF AN ARTICLE 16 INDEMNITY CLAIM, OR INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

9.2 Waiver and Exclusion of Other Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.1 AND 8.3, THE PARTIES ACKNOWLEDGE THAT DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 10: REPRESENTATIONS AND WARRANTIES; AUTHORITY

10.1 Seller's Representations and Warranties. As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The contract between Seller and each upstream counterparty for each Project identified in Exhibit A must have a delivery term of at least ten (10) years.

(f) At the time of delivery, all rights, title, and interest in the Product are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.

(g) Seller has not sold the Product to be transferred to Buyer to a third party.

(h) The Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.

(i) The Product meets the requirements of PUC Code 399.13(b) and CPUC Decision D.17-06-026.

10.2 Buyer's Representations and Warranties. As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except

where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer is a "local public entity" as defined in Section 6500 of the Government Code of the State of California, and as such any claims against Buyer shall be filed in accordance with the California Government Claims Act (Cal. Gov't Code § 810 et. seq.).

10.3 General Covenants. Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

ARTICLE 11: ASSIGNMENT

11.1 General Prohibition on Assignments. Neither Party shall assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE 12: DISPUTE RESOLUTION

12.1 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the

state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Non-modifiable]

12.2 Dispute Resolution. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at Law or in equity, subject to the limitations set forth in this Agreement.

12.3 Attorneys' Fees. In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 13: INDEMNIFICATION

13.1 Indemnification.

(a) To the full extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, and/or caused in whole or in part by any negligent or wrongful act, error, or omission of Seller or by any individual or agency for which Seller is legally liable, including officers, agents, employees or subcontractors of Seller.

(b) Buyer shall defend, indemnify and hold harmless the Seller, its officers, agents, and representatives from and against any loss, injury, damage, claim, lawsuit, liability, expense, or damages of any kind or nature arising out of or in connection with the negligent or willful misconduct of such Buyer or by any individual or agency for which such Buyer is legally liable, including officers, agents, or employees of Buyer.

(c) Nothing in this Section 13.1 shall enlarge or relieve Seller or any Buyer of any liability to the other for any breach of this Agreement. No Party shall be indemnified for any damages resulting from its gross negligence, intentional acts, or willful misconduct or for the gross negligence, intentional acts, or willful misconduct of its Affiliates, directors, officers, employees and agents. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

13.2 Claims. Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 13 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense

thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided that that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 13, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 13, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 14: CONFIDENTIAL INFORMATION

14.1 Confidential Information.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and representatives, as a condition to receiving confidential information hereunder, to keep confidential, except as required by Law, including without limitation the California Public Records Act (Government Code §§ 7920.000 et seq, "CPRA"), all documents, data (including operating data provided in connection with the scheduling of energy or otherwise pursuant to this Agreement), drawings, studies, projections, plans and other written information that relate to economic benefits to, or amounts payable by, any Party under this Agreement, and with respect to documents that are clearly marked "Confidential" at the time a Party shares such information with the other Party ("**Confidential Information**"). The provisions of this Section 14.1 shall survive and shall continue to be binding upon the Parties for a period of two (2) years following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Subject to the CPRA, either Party may, without violating this Section 14.1, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, purchasers,

lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to governmental officials and parties involved in any proceeding in which a Party is seeking a Permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement; and

(iii) to governmental officials or the public as required by any law, regulation, order, rule, order, ruling or other requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports.

(c) If a Party is requested or required, pursuant to any applicable Law, regulation, order, rule, or ruling, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice (to the extent practical and permissible) to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer is subject to disclosure as required by CPRA. Confidential Information of Seller provided to Buyer pursuant to this Agreement shall become the property of Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any of the Confidential Information of Seller pursuant to CPRA; provided that Buyer shall (i) provide notice to Seller prior to any such disclosure in accordance with Section 14.1.(c), and (ii) endeavor, in good faith, not to disclose any of Seller's "trade secrets" as consistent with the CPRA.

(e) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments, and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, and the rights, liens and priorities of Buyer with respect to such credit support.

(f) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer, as required by CPRA, shall release such documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees to defend, indemnify and hold harmless Buyer and the indemnitees from and against all suits, claims, and causes of action brought against Buyer or any indemnitees for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer and any indemnitees, and specifically including costs of experts and consultants, as well

as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against Buyer or any indemnitees, through and including any appellate proceedings. Seller's obligations to Buyer and all indemnitees under this indemnification provision shall be due and payable on a Monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer' invoices for all fees and costs incurred by Buyer and all indemnitees, as well as all damages or liability of any nature.

(g) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore, each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity, subject to the limitations set forth in Article 8.

ARTICLE 15: MISCELLANEOUS

15.1 Entire Agreement; Integration; Exhibits. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

15.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; provided that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

15.3 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

15.4 No Agency, Partnership, Joint Venture or Lease. Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to any Project or any business related to the Projects. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to

the extent set forth herein, any lender and/or Indemnified Party.

15.5 Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

15.6 Mobile-Sierra. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

15.7 Service Contract. The Parties intend this Agreement to be considered as a service contract for the purposes of Section 7701(e) of the United States Internal Revenue Code of 1986, as amended.

15.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

15.9 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)). Delivery of an executed counterpart in .pdf electronic version shall be binding as if delivered in the original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

15.10 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.11 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or

another provision of 11 U.S.C. § 101-1532.

15.12 No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the employees, directors, officers, consultants or advisors or Buyer or its constituent members, in connection with this Agreement.

15.13 Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[Signatures on following page]

APPROVAL DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

[SELLER]

[BUYER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVAL DRAFT

EXHIBIT A: PROJECTS

Project Name	CEC RPS ID#	Location

APPROVAL DRAFT

EXHIBIT B: NOTICES

Seller	Buyer
All Notices: Attn: Street: City: Phone: Facsimile: Email:	All Notices: Attn: Street: City: Phone: Facsimile: Email:
Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns: Federal Tax ID Number:
Invoices & Payments: Attn: Phone: E-mail:	Invoices & Payments: Attn: Phone: E-mail:
Wire Transfer: BNK: ABA: ACCT:	Wire Transfer: BNK: ABA: ACCT:
Credit and Collections: Attn: Phone: E-mail:	Credit and Collections: Attn: Phone: E-mail:
With additional Notices of an Event of Default to: Attn: Phone: Facsimile: Email:	With additional Notices of an Event of Default to: Attn: Phone: Facsimile: Email:



STAFF REPORT
Agenda Item # 4.5

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
PREPARED BY:	Eileen Verbeck, Interim Executive Director Nancy Diamond, RCEA General Counsel
SUBJECT:	Conflict of Interest Code Biennial Review and Amendment and Board Operating Guidelines Revision

BACKGROUND

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

Senate Bill 1100, signed into law in September 2022, went into effect on January 1, 2023. The bill amends the Brown Act to allow the presiding member of legislative bodies to have an individual removed for disrupting a meeting of the body. In a changing atmosphere of public discourse, government agency best practice suggests capturing procedures for addressing disruptive meeting behavior in policies before issues arise.

SUMMARY

The Humboldt Bay Municipal Water District and Tribal Government representatives are not required as part of their service to disclose economic interests in the same manner required by the Political Reform Act of RCEA's County or municipal government members. RCEA Board members are entrusted with RCEA's leadership and held to high ethical standards to maintain public trust in the agency. Staff and RCEA General Counsel propose revising both the RCEA Board Operating Guidelines and the agency's Conflict of Interest Code to reflect that all Board Directors are required to undergo AB 1234 ethics training and to file a Form 700 upon assuming office, annually, and when leaving office.

After approval by the RCEA Board, the amended Conflict of Interest Code must be forwarded to the Code Reviewing Body for review and approval, in this case, the Humboldt County Board of Supervisors.

Staff and General Counsel also recommend capturing the recent Brown Act change enabled meeting disruption procedure and a process to remove a Board Member for cause to successfully implement RCEA's mission and purposes. For the purposes of the Board Operating Guidelines "cause" is defined as unexcused absences from three or more consecutive Board meetings, unauthorized disclosure of confidential information, or failure to comply with RCEA's Conflict of Interest Code. Removal of a Board Member for cause would require a two-thirds vote by the Board of Directors.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

N/A – Operations.

EQUITY IMPACTS

N/A – Operations.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Adopt Resolution 2024-7 Adopting Amended Board Operating Guidelines to Include Revised Meeting Procedures and Transparency Requirements and an Amended Conflict of Interest Code Due to Changed Board Membership.

Authorize the Board Clerk to Submit the Amended Conflict of Interest Code to the Humboldt County Board of Supervisors as the Code Reviewing Body.

ATTACHMENTS

1. Resolution No. 2024-7 Adopting an Amended Conflict of Interest Code and Amended Board Operating Guidelines
2. Attachment A: Proposed Amended RCEA Conflict of Interest Code (redlined version)
3. Attachment B: Proposed Amended Board Operating Guidelines (redlined version)

**RESOLUTION NO. 2024-7
OF THE REDWOOD COAST ENERGY AUTHORITY
ADOPTING AN AMENDED CONFLICT OF INTEREST CODE
AND REVISED BOARD OPERATING GUIDELINES**

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

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

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

WHEREAS, an amendment to RCEA’s Conflict of Interest Code is necessary due to changes in the RCEA membership that occurred over the last two years; and

WHEREAS, Senate Bill 1100 amended Government Code section 54957.95 of the Ralph M. Brown Act, effective January 1, 2023, to allow a presiding member to have an individual removed for behavior disrupting a legislative body’s meeting; and

WHEREAS, the RCEA Board of Directors wishes to revise its operating guidelines to reflect this change in law and to outline the process to remove a Board Member for cause to successfully implement RCEA’s mission and purposes.

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

BE IT FURTHER RESOLVED, that the Board of the Redwood Coast Energy Authority hereby revises the RCEA Board Operating Guidelines as set forth in Appendix B, attached hereto and incorporated herein.

Adopted this ____ day of _____, 2024.

ATTEST:

Sarah Schaefer, RCEA Board Chair

RCEA Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2024-7 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

**APPENDIX A
REDWOOD COAST ENERGY AUTHORITY
CONFLICT OF INTEREST CODE**

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

Those individuals identified below filing under Section 87200 and designated [employeespositions](#) shall file their statements with the Redwood Coast Energy Authority Clerk of the Board who will retain the statements and make them available for public inspection and reproduction (Gov. Code Section 81008).

Public Officials Who Manage Public Investments:

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

- Governing Board Members [excepting Humboldt Bay Municipal Water District and Tribal Council representatives](#)
- Executive Director

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

Designated Positions

Disclosure Categories

Humboldt Bay Municipal Water District representatives to Governing Board	1, 2, 3, 4, 5
Tribal Council representatives to Governing Board	1, 2, 3, 4, 5
Community Advisory Committee Members	1, 2, 3, 4
Deputy Executive Director	1, 2, 3, 4, 5
Director Business Planning and Finance	1, 2, 3
Director Demand-Side Management	1, 2, 4
Director Infrastructure Planning and Operations	1, 2, 3, 4, 5
Director Power Resources	1, 2, 3, 4

Designated Positions (continued)

Disclosure Categories

¹Consultants:

General Counsel

1, 2, 3, 4

Disclosure Categories:

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

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

APPENDIX B

**REDWOOD COAST ENERGY AUTHORITY
REVISED BOARD OPERATING GUIDELINES**



BOARD OF DIRECTORS OPERATING GUIDELINES

*(Adopted December 12, 2016, Resolution 2016-4)
(Revised December 18, 2017, Resolution 2017-6)
(Revised August 22, 2019, Resolution 2019-3)
(Revised June 27, 2024, Resolution 2024-7)*

Section 1: INTRODUCTION AND OVERVIEW

1.1 ~~1.1~~ Background and Purpose

The Redwood Coast Energy Authority (“RCEA” or “Authority”) was established on April 22, 2003 ~~pursuant to the execution of the Redwood Coast Energy Authority Joint Powers Agreement (“Agreement”) by the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the special district of the Humboldt Bay Municipal Water District (each agency is designated a “Member Agency” or “Member”). RCEA was initially formed, by numerous local public agencies~~ to undertake a pilot project created and funded by the California Public Utilities Commission (“CPUC”) and Civic Well (then called the Local Government Commission (or LGC)), a California nonprofit membership organization. The pilot project was designed to encourage the formation of regional organizations to promote energy efficiency, conservation and increased local self-reliance.

~~The RCEA Member Agencies adopted an Amended and Restated Joint Exercise of Powers Agreement effective as of~~ continues to implement robust energy efficiency programs. In addition to its energy efficiency programs, on December 15, 2015 ~~(“Agreement”), authorizing, RCEA launched a program~~ to implement and administer an electric service enterprise called a Community Choice Aggregation (“CCA”), which is available to the electric customers of Members electing to become CCA program participants. Pursuant to this Authority, the RCEA developed and is operating a CCA program (synonymously referred to as the Community Choice Energy (“CCE”) program). Through the CCE program, RCEA is the primary electric service provider to residential and commercial customers throughout RCEA’s territorial jurisdiction.

Formation of RCEA initially occurred pursuant to the execution of a Joint Powers Agreement (“Agreement”) by the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the Humboldt Bay Municipal Water District. The Yurok Tribe and the Blue Lake Rancheria became signatories to the Agreement in 2023. Each signatory to the Agreement is referred to as a “Member Agency”. The Joint Powers Agreement is the foundational document from which RCEA’s authority and powers are ultimately derived.

RCEA has established these Guidelines pursuant to Section 3.2 of the Agreement to assist the RCEA Board members in achieving RCEA’s purposes, including implementation of the Agreement’s weighted voting provisions for CCA program matters, providing rules of conduct and procedure, and assisting in the Board’s compliance with applicable state laws.

1.2 ~~1.2~~ Board Member Appointment

RCEA Board members are appointed by and serve at the pleasure of their respective Member Agencies. Member Agencies also appoint alternate Board members to attend RCEA Board meetings when the primary Board member is unavailable. #Board members are expected to attend every Board meeting. If unable, it is the responsibility of the Board member to arrange for

their alternate's attendance or notify the Board Clerk no later than 24 hours prior to any meeting of the Board member and alternate's expected absence.

The primary and alternate Board members to coordinate RCEA meeting schedules may share between themselves when the each other any information each obtains during an open session of the RCEA Board. However, information obtained in a closed, or executive, session may not be shared between primary member is unable to attend a meeting. Board members serve at the pleasure of their respective Member Agencies, and it and alternate members. It is the Board member's responsibility to regularly inform their respective Member Agencies of RCEA's actions and decisions.

RCEA is a public agency, legally independent and distinct from its Member Agencies. Once appointed, a Board Membermember has full authority to vote on RCEA matters based on the best interests of RCEA. Individual Board Membersmembers are not required to obtain specific direction from their respective Member Agencies prior to voting.

1.3 Board Member Removal for Cause

A Board Member may be removed by the Board for cause. Cause shall be defined for the purposes of this section as follows:

- a. Unexcused absences from three consecutive Board meetings. Board members shall make every effort to notify the Chair and/or Board Clerk no later than 24 hours prior to any regular meeting of their absence. The failure to give such notice shall be deemed an unexcused absence unless the failure to give timely notice was due to emergency circumstances.
- b. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information or documents provided to the Board member on a confidential basis and whose public disclosure may be harmful to RCEA's interests.
- c. Failure to comply with RCEA's Conflict of Interest Code and Ethical Conduct requirements listed in section 1.3-4.

Written notice shall be provided to the Board member proposed for removal and the governing body that appointed such Board member at least 30 days prior to the meeting at which the Board will consider removing the Board member for cause. The notice shall state the grounds for removal, a brief summary of the supporting facts, and the date of the scheduled meeting to discuss the removal. The Board member proposed for removal shall be given an opportunity to speak at the meeting and to submit any supporting oral or written evidence. The Board member shall not be removed for cause from the Board unless two-thirds of all Board members (excluding the Board member in question) vote in favor of the recommendation.

If a vacancy occurs on the Board, for whatever reason, the Board Clerk shall notify the Member Agency's governing body that a vacancy exists. The Member Agency's governing body shall appoint a replacement to fill the position within 90 days of the Clerk's notification.

1.4 Ethical Conduct, Conflicts of Interest

Members of the Board of Directors must comply with all California laws pertaining to conflicts of interest and ethical conduct. Conflict of interest laws generally prohibit a Board member from making or participating in the making of any decision-making in which they have a financial interest. Failure to adhere to such conflict of interest laws can expose the Board member to civil or criminal penalties, jail time, removal from office, and prevention from seeking additional public office.

These conflict of interest laws provide the minimum standards to which the RCEA Board members are required to comply. As public servants entrusted with RCEA's leadership, members of the RCEA Board of Directors are held to high standards of ethical conduct in order to best maintain the public's trust and confidence in the organization. Board members are required to undergo California Assembly Bill 1234 ethics training for local government officials every two years, receiving their first training no later than one year from the first day of service on RCEA's Board. FPPC Form 700 Statements of Economic Interest must be completed and filed with the RCEA Board Clerk annually, when assuming office, and when leaving office.

1.41.5 Board Meetings

Regular meetings of the Board occur every month, generally on the ~~third Monday~~fourth Thursday of each month. The Board approves the annual calendar of regular meetings every year at its January meeting. Regular meetings may be changed or cancelled by Board action, or cancelled by the Executive Director if there is no quorum. Special meetings may be scheduled as needed. All Board meetings are subject to Ralph M. Brown Act advance noticing.

Board meeting agendas and packets are distributed to Board members electronically, with hard copies available on request. The Ralph M. Brown Act requires Board agendas to be posted no less than 72 hours before a regular meeting and no less than 24 hours before a special meeting. However, staff will strive to distribute the Board agenda and information packet will be made available 5 days prior to the meeting, and. It is the Board members have the member's responsibility to review the all materials before the meeting in order to come prepared.

1.4.11.5.1 1.3.1 Agenda Development

The Board meeting agenda is generally developed by the Executive Director. No later than 10 days prior to a regular meeting, the Executive Director shall meet with the Chair, ~~a rotating member of the Board~~, General Counsel, and staff as deemed appropriate by the Executive Director, to discuss the draft agenda.

The Board will review all agenda item requests made by individual Board members or members of the public. Any Board member or member of the public may request that an item be placed on a future Board meeting agenda by bringing the matter to the full Board at

the appropriate time of a noticed meeting or by submitting a written request to the Executive Director. The Executive Director will bring written requests for future agenda items to the Board for its determination ~~during a noticed public meeting~~ of whether to place the item on the agenda during a noticed public meeting.

Written requests for items to be placed on the agenda must, at a minimum, contain all of the following:

- a. ~~1.~~—A substantive outline or summary of the information that will be presented to the Board;
- b. ~~2.~~—A concise statement of the specific action, if any, the Board will be asked to take on the item; and,
- c. ~~3.~~—A statement of the reasons why the requesting party believes it is appropriate and within the jurisdiction of the Board to consider this subject matter and to take the requested action.

Items requested to be placed on a future agenda by individual Board members or members of the public must be agreed to by a majority of the full Board. Items approved for future agendas shall be placed on the agenda as soon as possible with consideration for scheduling issues. The Executive Director may in their discretion, place time sensitive items requested by an individual Board member or member of the public on the agenda for full Board discussion without the Board's prior approval.

1.51.6 ~~1.4~~ **Selection of Board Chair and Vice Chair**

By simple majority vote, the RCEA Board selects its Chair and Vice Chair every year at its January meeting. The responsibilities of the Chair include:

- Conducting the monthly and special meetings
- Attending the monthly agenda review meeting
- Being available to sign checks when necessary

The Vice Chair's responsibilities include:

- Conducting the monthly and special meetings when the Chair is unable to
- Attending the monthly agenda review meeting when the Chair is unable to
- Being available to sign checks when necessary

1.61.7 ~~1.5~~ **Overview of Basic RCEA ~~documents~~Documents**

The Board has approved several key operational and planning documents, some of which come before the Board for approval on an annual basis. The following lists some of these documents.

- ~~Amended and Restated~~ Joint Powers Agreement

- Annual Budget
- Annual Audit
- Comprehensive Action Plan for Energy (CAPE)
- RePower Humboldt
- Guidelines for the RCEA Community Energy Program Launch-~~period~~Period Strategy and Targets
- CCA Implementation Plan
- RePower Humboldt: RCEA's Comprehensive Action Plan for Energy (2019 strategic plan update)
- Organization Chart
- Salary and ~~wage-schedule~~Wage Schedule
- Energy Risk Management Policy
- Board Operating Guidelines (this document)

1.71.8 **New Board Member Orientation**

In order to prepare new Board ~~Members~~members, the Executive Director provides an ~~annual~~ orientation for new Board ~~Members~~members. Continuing Board ~~Members~~members as well as Member Agency ~~legislative-members~~officials and staff are welcome and encouraged to attend.

Section 2: BOARD VOTING

2.1 Non-CCA Program Items, Full-Board Voting Equal Weighting

A majority of the full Board constitutes a quorum for the transaction of non-CCA Program business. Each Board member present at the meeting has an equal vote in all non-CCA program business matters. The following lists the types of items considered to be non-CCA program related:

- Adopting the annual budget
- Contracting, including CCA procurement contracts
- Organizational policies
- Organizational positions on legislative or regulatory ~~matter~~matters (even if only related to CCA)
- Personnel matters
- Financial operating policies and procedures
- Litigation or other legal matters
- Program-~~related~~ matters for any programs not funded by the CCA
- Agency-wide risk management matters, including primary energy-risk management policies/procedures

2.2 CCA Program Items, Participating Members Weighted Voting

Only Board members representing Member Agencies that are CCA Program participants are eligible to vote on CCA program items- (“Participating Agencies”). However, all Board members are eligible, and encouraged, to participate in Board discussions of CCA Program matters. The vote from each Board member representing a Participating ~~Member~~Agency consists of:

- 1) 1/3 fixed pro rata share based on total number of Participating ~~Members~~Agencies; and
- 2) 2/3 proportional share of electric accounts in Participating ~~Member’s~~Agency’s jurisdiction.

The method of computation of these two vote components is set out in the ~~Amended and Restated~~ Joint Powers Agreement at Section 4.4. The initial weighted voting shares and total votes, which is subject to update every two years beginning in 2017 on or before March 1, is set out in the ~~Amended and Restated~~ Joint Powers Agreement ~~at~~as Exhibit A. These documents are attached here in Appendix A.

A majority of the Board members representing Participating Agencies constitutes a quorum for the transaction of CCA Program business. Each Board member representing a CCA program Participating Agency and present at the meeting shall have a weighted vote in CCA program items. The following lists the types of items considered to be CCA program related:

- Setting of Overall CCA Program Objectives
- Determining power content targets
- CCA budget decisions (which will be incorporated in the overall organizational budget)
- Setting customer rates
- Procurement strategy and procedures
- CCA-funded program allocations
- Any policies that apply exclusively to CCA operations

If there is uncertainty whether a particular Board decision is CCA program business or non-CCA program business, RCEA General Counsel will be consulted for a determination on which voting structure applies.

Section 3: CONDUCT OF MEETINGS

3.1 Rules of Procedure

The RCEA is governed by the same laws and regulations that control its Member Agencies concerning the conduct of meetings. This primarily includes the Ralph M. Brown Act, however specific laws may apply in individual situations. When no state or federal law governs a particular procedure, the Board elects to follow as guidelines the parliamentary rules of

procedure set out in “Rosenberg Rules of Order: Parliamentary Procedure for the ~~21st~~21st Century.” A copy of these ~~Rules~~rules is attached as Appendix B. It may also be found at: https://www.cacities.org/Resources/Open-Government/RosenbergText_2011.aspx https://www.calcities.org/docs/default-source/get-involved/rosenberg's-rules-of-order-simple-parliamentary-procedures-for-the-21st-century.pdf?sfvrsn=d3f73e91_3.

Meetings of the RCEA Board and RCEA’s other “Brown Act bodies” such as the Community Advisory Committee (CAC), shall be conducted in an orderly manner. At every regular meeting, members of the public shall have the right to directly address the body on any item of public interest that is under the body’s jurisdiction. Unless otherwise specified, public comment will be limited to three minutes per person. Public comment should be addressed to the Board of Directors (or other Brown Act body). Members of the Board of Directors shall generally refrain from engaging in a back and forth conversation with any one member of the public to avoid discussion of a matter not on the agenda.

The Board may remove persons from a meeting who willfully and actually interrupt or disrupt a meeting. Disruptive behavior is defined as behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including but not limited to, behavior that:

- a. Violates one of the governing body’s regulations addressing the conduct of open meetings, or
- b. A reasonable observer would perceive as a threat to use force by that member of the public.

If a member of the public’s behavior is disruptive, the meeting’s presiding officer or their designee shall clearly warn that person that their behavior is disruptive and failure to stop the behavior will result in their removal from the meeting. Should that person continue to behave disruptively, staff are authorized to escort the disruptive person from the meeting room or remove them from the teleconference meeting. If order cannot be restored after ejecting the disruptive person, the meeting room may be cleared except for news media representatives who have not participated in the disturbance. No prior warning for removal is necessary if a member of the public behaves in a way that a reasonable observer would perceive as a true threat to use force.

Section 4: INTERACTIONS WITH MEMBER AGENCIES AND MEMBER AGENCY STAFF

The ~~legislative members governing officers~~ of the Member Agencies as well as their staff are encouraged to contact the Executive Director at any time questions or concerns arise. Upon direction by the Board or request of a Member Agency, the Executive Director will attend a regular meeting of the Member Agency ~~legislative governing~~ body to present items of concern and answer questions.

Section 5: PUBLIC ENGAGEMENT

5.1 Purpose and Goals

The underlying purposes of RCEA's public engagement efforts include:

- Provide clarity to the public ~~and the Board~~ on RCEA Programs, especially the Community Choice Aggregation Program (CCA)
- Provide education to increase understanding and awareness of RCEA programs
- Build trust and confidence in ~~the~~RCEA programs with the public
- Create inclusion for members of the public so they are—and feel—heard and understood
- Build community support for RCEA programs
- Provide input to the Board and staff before decisions are made
- Engage a broad diversity of community stakeholders
- Ensure that RCEA decisions are made in alignment with explicitly stated criteria

The goals and desired outcomes of RCEA's public engagement efforts include:

- Community enthusiasm and support for RCEA decisions
- High participation in the public engagement process
- Establish and maintain high standards for public engagement strategies and processes
- High CCA customer participation rate (>90%)

5.2 Public Engagement Principles

RCEA and the Board will apply the following principles to public engagement:

- **Accountability and Transparency:** RCEA will enable the public to participate in decision-making processes by providing clear information on the issues, the ways to participate, and how their participation contributes to the decision.
- **Fairness and Respect:** RCEA will maintain a safe environment that cultivates and supports respectful public engagement.
- **Accessibility:** RCEA will respect and encourage participation by providing ample public notice of opportunities, resources, and accommodations that enable all to participate.
- **Predictability and Consistency:** RCEA will prepare the public to participate by providing meeting agendas, discussion guidelines, notes, and information on next steps.

- **Efficient Use of Resources:** RCEA will balance its commitment to provide ample opportunities for public involvement with its commitment to delivering government services efficiently and using RCEA resources wisely to make effective forward progress on RCEA's goals.
- **Evaluation:** RCEA will monitor and evaluate its public participation efforts to identify and act on opportunities to improve its processes.

5.3 Community Advisory Committee

The Board has established a Community Advisory Committee (CAC) to support RCEA public engagement efforts and to provide decision-making support and input to the RCEA Board.

- 5.3.1 The CAC will have up to 15 members, appointed by the RCEA Board. Each Board Member shall recommend appointment of one CAC member of their choosing. In order to accommodate outlying/unincorporated communities, the County representative shall recommend appointment of a total of ~~3~~three individuals. Up to ~~4~~two at-large members will be selected through an open application process and voted on by the full Board. CAC members will be appointed for ~~2~~two-year terms, but can be removed at any time by the Board.
- 5.3.2 All CAC members shall have their primary residence in Humboldt County.
- 5.3.3 The Board will appoint at least one RCEA Board member as a CAC liaison that will attend CAC meetings, but will not vote.
- 5.3.4 Regular CAC meetings will be held at least quarterly at a regular date and time that will be established annually by the CAC. Special CAC meetings may be held to address specific topics or situations as needed. The Board may hold a joint Board and CAC meeting at its discretion.
- 5.3.5 CAC meeting agendas will be developed by the Executive Director and shall include those items requested by the Board as well as those items the Executive Director determines appropriate.

5.3.6 CAC members are held to the same standards of ethical conduct and the same conflict of interest laws as the RCEA Board members. CAC members must file annually FPPC Form 700 Statements of Economic Interest.

5.4 Ad ~~hoc committees~~Hoc Committees and ~~working groups~~Working Groups

In addition to the CAC, the Board may at its discretion create ad hoc committees, working groups or task forces, to address specific topics or projects as specified by the Board. These ad hoc committees, working groups and task forces may be comprised of Board members, community members, or a combination of both, to be appointed as determined by the Board. These committees may be subject to the Ralph M. ~~Brown Act.~~Brown Act and conflict of interest laws. The individuals serving on these ad hoc committees will be notified of the Brown Act and conflict of interest law applicability at the time of appointment. All appointed ad hoc committee

members are expected to follow a high standard of ethical conduct to best maintain public confidence in the business of RCEA.

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STAFF REPORT
Agenda Item # 7.1

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
PREPARED BY:	Faith Carlson, Regulatory and Legislative Policy Manager Richard Engel, Director of Power Resources
SUBJECT:	Income Graduated Fixed Charge

BACKGROUND

The Income Graduated Fixed Charge is an effort to remove investor owned utilities' (IOUs') fixed costs from the volumetric rates paid by their customers. Fixed costs are defined as costs that do not directly vary based on the electricity usage of the customer from whom the revenue is being collected.

Currently, all customers pay for maintaining the electric grid through their electricity bills. This is factored into the rate customers pay for the electricity they use. Under this proposal, utilities will move costs of maintaining power lines and equipment into a separate "Flat Rate" line item on every customer's bill. This Flat Rate item will be tiered based on income, as explained below. This reallocation of the way fixed costs are recovered means that the volumetric price for a unit of electricity will be lower for all customers, with the intention of making it more affordable overall. Whether customers' overall bills will increase or decrease under the new Income Graduated Fixed Charge model depends on customer energy usage and which income category they fall into.

This billing structure does not impose any new fees, nor does it generate new profit for utilities; it simply reallocates how existing costs are shared among customers. Almost all publicly owned utilities in the State and most utilities nationwide use a similar billing structure. This proposal brings California IOUs in line with national trends.

The Income Graduated Fixed Charge was authorized by Assembly Bill 205 (2022), a "budget trailer bill," or a bill associated with the state budget that only requires simple majority vote by the legislature. Such budget trailer bills are often voted through with little discussion. Supporters of the charge stated that the bill could result in more equitable distribution of energy costs across California. Opponents of the charge cited issues with providing customers' income information to utilities, as well as potential for increased costs for customers who use less energy.

This led to a series of bills to repeal, amend, or study the Income Graduated Fixed Charge. Shortly after the California Public Utilities Commission (CPUC) issued a decision on the implementation of the charge, all bills lost traction.

The Decision creates a three-tiered billing structure. Tier 1 includes California Alternate Rates for Energy program (CARE) customers, with a fixed charge of \$6 per month. Tier 2 includes Family Electric Rate Assistance program (FERA) customers and customers that are residents of deed-restricted affordable housing, at \$12.08 per month. Tier 3 includes all remaining customers, at \$24.15 per month. These fixed charges will be used to ensure low-income customers with average energy usage will see savings without changes to use and to reduce volumetric rates for all residential customers. PG&E territory customers including RCEA customers can expect to see this change go into effect in March 2026.

The Board of Directors asked how the Income Graduated Fixed Charge will affect RCEA customers and if staff has a position recommendation for any legislation to amend or repeal the Income Graduated Fixed Charge.

SUMMARY

Staff have conducted an analysis on how the implementation of Income Graduated Fixed Charge will affect RCEA customers. Customers were segmented by income tiers as defined by the CPUC’s implementation decision (without consideration of whether customers live in deed-restricted affordable housing, as data on RCEA customers is not readily available to staff), as well as by region (coastal and non-coastal) to assess how regional energy usage and regional rate of CARE/FERA enrollment affects customer bills under Income Graduated Fixed Charge.

The tables below illustrate how average electric use varies between coastal and inland customers, and how customers in different income brackets minimum usage to achieve bill savings under Income Graduated Fixed Charge compares against average electric usage in their area. Note that inland customer energy use is significantly higher, presumably due in part to summer air conditioning use and winter heating. Consequently, inland customers are more likely overall to reach the usage threshold where they would see bill savings under Income Graduated Fixed Charge.

RCEA Coastal Customers				
	% of Coastal Customers	# of Coastal Customers	Monthly usage required to achieve savings (kWh)	Avg Monthly Usage (kWh)
FERA	0.5%	179	217	395
CARE	26.9%	10,429	413	
NON CARE/FERA	72.6%	28,103	397	

RCEA Inland Customers				
	% of Inland Customers	# of Inland Customers	Monthly usage required to achieve savings (kWh)	Avg Monthly Usage (kWh)
FERA	0.3%	32	217	690
CARE	20.1%	2,359	413	
NON CARE/FERA	79.7%	9,368	397	

Average bundled PG&E summer rates (i.e. rates for customers who get both their generation and transmission and distribution from PG&E) are \$0.437/ kWh. Under Income Graduated Fixed Charge, all rate tiers will see a volumetric rate reduction of approximately \$0.047/ kWh, roughly 11%. The difference between this reduction and the amount of a customer's new fixed charge will determine whether their overall bill increases or decreases.

Similar analysis has been conducted by other CCAs in the state. However, because the majority of CCAs largely serve relatively affluent coastal customers without major heating or cooling loads, this data may not be representative of the potential bill impacts customers will generally see throughout a given IOU territory or the state. In approaching this as a policy matter, CCAs wanted to be sensitive to those facts and not make assumptions about bill impacts to other communities not served by a CCA.

Staff plan to create a page on RCEA's website that will address what customers can expect from Income Graduated Fixed Charge implementation. Staff plan to seek feedback from the Community Advisory Committee on website presentation and welcome feedback.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

Not applicable. Information only.

EQUITY IMPACTS

Based on energy usage and income, the implementation of the Income Graduated Fixed Charge may result in increased costs for some customer classes, and decreased costs for others. Inland customers, as well as Coastal CARE/FERA customers, are expected to see bill savings, while the majority coastal customers are expected to see bill increases. Overall, without changes to energy usage, 75% of RCEA's customers could see bill increases, while 25% could see bill decreases.

FINANCIAL IMPACT

No financial impact to RCEA. The Income Graduated Fixed Charge is intended only to redistribute costs among customers without increasing or reducing total revenue collected by load-serving entities.

STAFF RECOMMENDATION

None – information only

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Income Graduated Fixed Charge Overview and Impacts for RCEA Customers

Presentation to RCEA Board of Directors
June 27, 2024



What is the Income Graduated Fixed Charge (IGFC)?

- What it is:
 - Fixed Costs: portion of an electrical corporation's costs that does not directly vary based on how much an electricity a customer consumes, such as infrastructure and operational costs.
 - Income Graduated: charge increases as an individual's income rises.
- How it came to be:
 - 2022's AB 205: variety of energy measures including Income Graduated Fixed Charge

The screenshot displays an SMUD electricity bill with the following sections:

- Usage Summary:** Compares current, last, and same bill period last year usage and costs.
- Meter Summary:** Provides meter number and usage details.
- Electricity Charges:** Itemized list of charges including usage, fixed charges, taxes, and surcharges.
- Account Activity Since Last Statement:** Shows balance changes and the total amount due.

Item	Usage	Type	Rate	Amount
Electricity Usage	361	Non-Summer kWh	0.122700	44.29
System Infrastructure Fixed Charge*				24.15
Sacramento City Tax*				5.13
State Surcharge*				0.11
A) TOTAL ELECTRIC SERVICE CHARGES/CREDITS				73.68

Beginning balance from last statement	125.08
Payment-Electronic Check	-125.08
B) PREVIOUS BALANCE	50.00
C) TOTAL DUE (A+B)	\$73.68

Example SMUD bill with System Infrastructure Fixed Charge

Overview



The Income Graduated Fixed Charge (IGFC) intends to:

Lower the cost of volumetric power by removing fixed costs

Lower electricity bill costs for the average low-income residential customers



Both volumetric and transmission & delivery rates will decrease, while adding an additional “fixed charge”



It includes a new tiered fixed charge based on program enrollment status for CARE, FERA, and Non-CARE/FERA Customers

The goal is that with lower volumetric and T&D rates, the lower priced fixed charge tiers would see a decrease in their bill, while those not on CARE/FERA would see a slight increase in their bill.

Income Graduated Fixed Charge Amounts

- Tier 1: ~\$6 for CARE Customers
- Tier 2: ~\$12 for FERA Customers and those in affordable housing restricted to residents with incomes at or below 80% of the Area Median Income
- Tier 3: \$24.15 for Non-CARE/FERA Customers
- Average PG&E Summer bundled rates (generation plus transmission & distribution) are \$0.437/ kWh
- All IGFC Rate Tiers will see a volumetric reduction of approximately \$0.047/ kWh (Roughly 11% rate reduction)
- Implementation begins Q1 2026 for PG&E Territory

Implementation:

Residential
IOU
customers

Income verification
process:
CARE/FERA
process

Fixed Costs include:

- Marginal Customer Access Costs
- Public Purpose Program costs
- Nuclear Decommissioning
- select Cost Allocation Mechanism items

\$35.6 million
implementation
budget

IOU over/under-
collection
managed through
True-up process

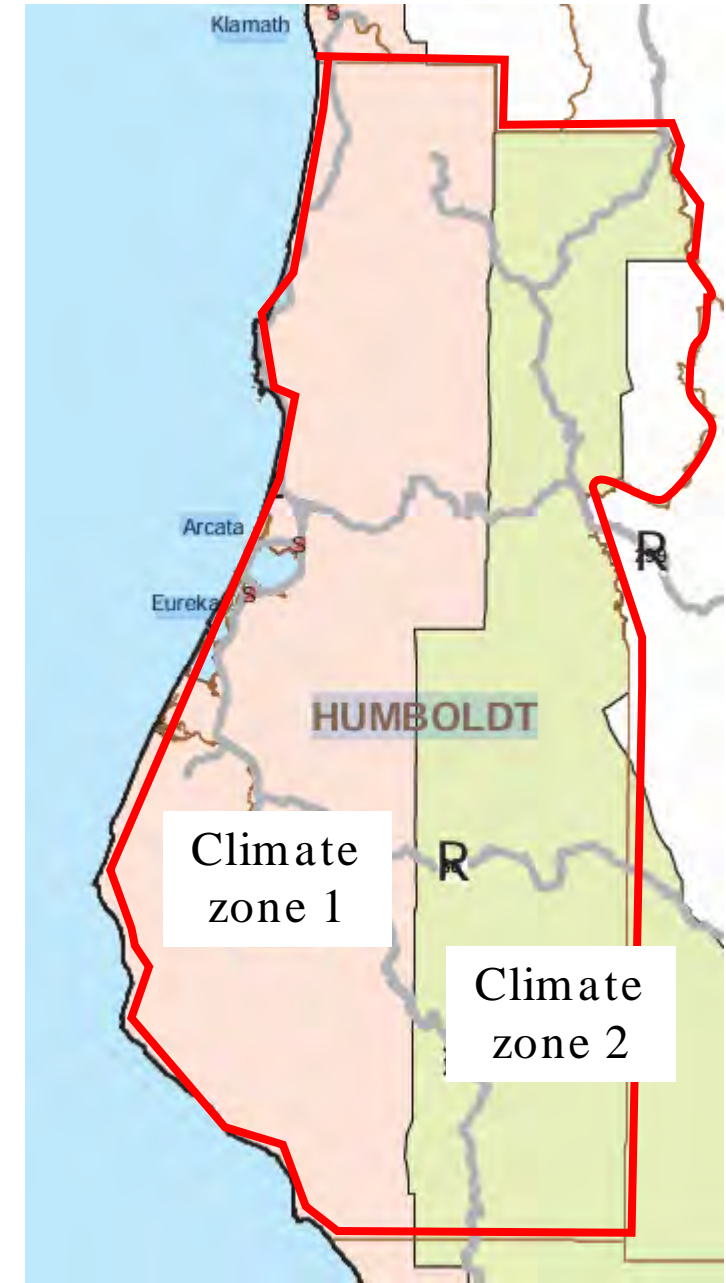


How well does
the
implementation
achieve IGFC's
Goals?

- The CPUC found that “The statutory language referring to low-income ratepayers in each baseline territory indicates that the Legislature did not intend to require a fixed charge to lower the average monthly bill for each and every low-income ratepayer without making changes to usage.”

Analysis Methodology

- Determined volumetric usage required to achieve savings with the Income Graduated Fixed Charge compared with the current rate structure.
- Average energy usage was found for “Coastal” and “Inland” customers
 - Customer electric use in RCEA’s service area varies according to local climate.
 - “Inland” customers generally have higher average usage due to higher heating and cooling needs, which means different outcomes under IGFC compared with “Coastal” customers
- Customer data reports were used to determine the number of “Coastal” vs. “Inland” customers and the number of CARE, FERA, and “Non-CARE/FERA” residential customers in each zone



Source: California Energy Commission

Outcomes Analysis for RCEA Customers

Coastal Non CARE Customers	28,103
Coastal CARE Customers	10,429
Coastal FERA Customers	179
	38,711
Inland Non CARE Customers	9,368
Inland CARE Customers	2,359
Inland FERA Customers	32
	11,759
Total Customers	50,469

It appears most Coastal customers will have larger bills under IGFC because they do not reach the minimum usage to see a bill reduction compared with current rate structure

RCEA Coastal Customers				
	% of Coastal Customers	# of Coastal Customers	Monthly usage required to achieve savings (kWh)	Avg Monthly Usage (kWh)
FERA	0.5%	179	217	395
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RCEA Inland Customers				
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FERA	0.3%	32	217	690
CARE	20.1%	2,359	413	
NON CARE/FERA	79.7%	9,368	397	

Inland customers with their higher usage are more likely to see bill savings





PG&E Baseline Territories

Implications

- Customers who use more energy than the “break even point” will likely save money under IGFC, compared to the same usage without IGFC. Those who remain below the threshold will likely pay more.
- Among the roughly 11,759 “Inland” customers, the average customer would achieve bill savings, as would the average customer among the 179 “Coastal” FERA customers. (13,082 total customers)
- Among the roughly 10,429 “Coastal” CARE customers and 28,103 Non-CARE/FERA customers, on average both customer classes would pay more. (38,532 total)
- The analysis suggests up to 76% of RCEA’s customers would pay more, while only 24% would pay less.
- The charge is designed to be revenue-neutral overall across baseline area, but this may not be the case for Humboldt County’s specific demographics.

Future Reporting on IGFC

- Reporting and continued rulemaking:
 - CPUC's Process Working Group
 - CPUC's Implementation
 - Quarterly reporting by IOUs to CPUC
- SB 1292: Reporting on IGFC to legislature.



Next Steps for RCEA

- Take feedback from Board
- Bring informational report to CAC
 - Future dialogue with CAC regarding website and education and outreach with community
- Monitoring of Regulatory and Legislative activity related to this issue



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STAFF REPORT
Agenda Item # 7.2

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
PREPARED BY:	Eileen Verbeck, Interim Executive Director Richard Engel, Director of Power Resources
SUBJECT:	Community Choice Energy Program Procurement Target Adjustment

BACKGROUND

RCEA’s 2012 Comprehensive Action Plan for Energy (CAPE)¹ and the RePower Humboldt strategic plan² put forth a vision of supplying most of the electricity demand within Humboldt County from local renewable resources by 2030. In March 2019, the RCEA Board of Directors adopted Resolution 2019-1 which further specified that RCEA’s Community Choice Energy program shall supply 100% clean and renewable electricity to its customers by 2025³. For reference, the State of California is aiming for 60% of California’s retail electricity sales to be supplied by Renewable Portfolio Standard (RPS)-certified renewable and zero-carbon energy by 2030 and a longer-term goal of 100% renewable and zero-carbon by 2045.

The State requires load-serving entities (LSEs) such as RCEA to meet renewable energy procurement goals established in the RPS. Rather than having a set procurement requirement in each year, the State uses multi-year compliance periods. This allows for some flexibility where an LSE that under-procures in one year has an opportunity to make it up in a subsequent year without being out of compliance. Compliance period 4 ends in 2024, and compliance period 5 begins in 2025.

The State goal is for renewable procurement to reach 44% of total portfolio in compliance period 4, and 52% in 2027, when compliance period 5 will end. For compliance planning purposes, RCEA considers our minimum procurement needed each year to be the value linearly interpolated between these end-of-compliance-period values. Hence in 2024 we consider the minimum compliance goal to be 44% renewable, and in 2025 46.67% renewable.

Based on extensive discussions with the Board and the Community Advisory Committee, staff have understood a “clean and renewable” portfolio as one that includes a mix of RPS-certified renewables and non-renewable but carbon-free resources such as large-scale hydropower and have planned and implemented procurement accordingly. While nuclear power is also carbon-free, the Board has adopted a policy of generally not procuring this resource. Since the adoption of Resolution 2019-1, costs of renewable and carbon-free energy have increased significantly. Faced with increasing costs last year, the Board approved a reduced renewable procurement target of 41% for 2023 (an 8% reduction).

¹ https://redwoodenergy.org/wp-content/uploads/2019/12/CAPE-RePower_Final-9-2012.pdf

² https://redwoodenergy.org/wp-content/uploads/2019/12/RePower_Humboldt_Strategic_Plan.pdf

³ <https://redwoodenergy.org/wp-content/uploads/2019/05/March-28-2019-Board-Meeting-Agenda-and-Packet-SMALL-REVISED-4.1.19-bookmarked.pdf>; see Item 7.2.

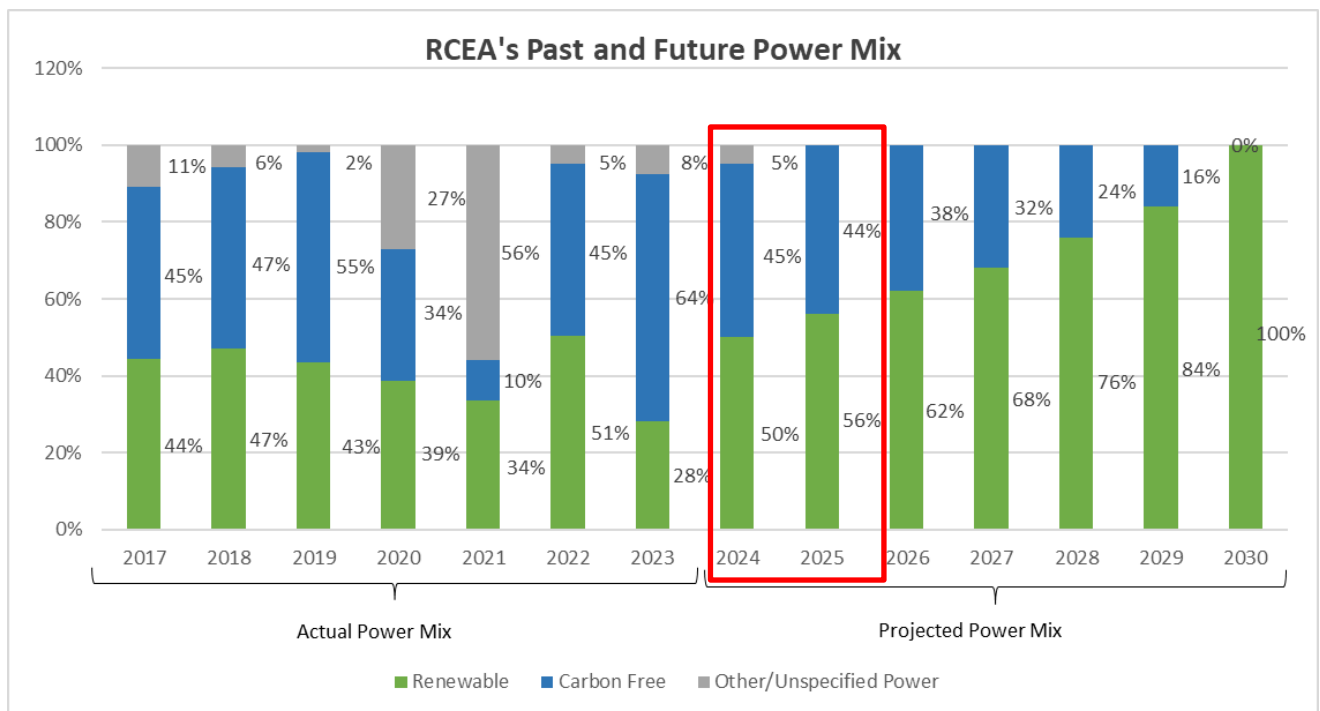
SUMMARY

Forecasted electricity sales and wholesale power costs for fiscal year 2024-2025 are based on modeling provided by The Energy Authority dated May 7, 2024. The model estimates decreased retail generation rates to maintain a 0.5% discount from Pacific Gas & Electric Company's (PG&E) retail generation rates. PG&E rates are expected to be reduced during the fiscal year, accompanied by an expected increase of the Power Charge Indifference Adjustment, and an expected increase of the cost of renewable energy products. Together these factors result in a significant drop in RCEA's expected net revenue compared with the current year.

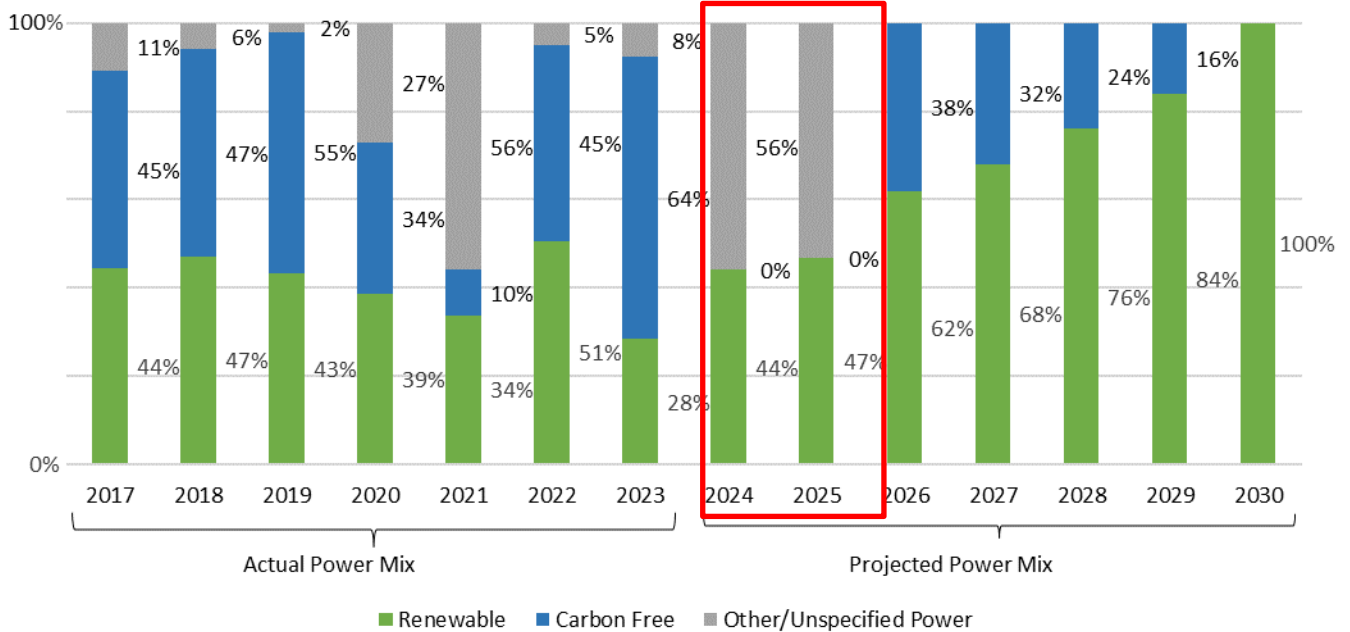
Maintaining RCEA's existing renewable and carbon-free energy procurement targets will result in overall net revenue of -\$5.8M, requiring the use of cash reserves to balance the budget. Current projections have RCEA needing an additional \$5.8M, \$7M, and \$7.7M over the next three years, respectively, to cover operations. As of May 2024, RCEA has a cash balance of around \$20M. If the financial modeling proves accurate it would result in exhausting the \$20M cash-on-hand by July 2027. In response to the modeling, staff have examined how changes to RCEA's energy procurement goals may help alleviate next fiscal year and future budget deficits.

Staff's recommendation is to reduce renewable and carbon-free energy procurement in calendar years 2024 and 2025 to achieve needed cost savings. Temporarily delaying the goal of achieving 100% clean and renewable electricity supply will greatly decrease costs while also allowing time to evaluate how regulatory changes will affect the energy market and whether forecasted rate changes come to fruition.

The figures below show the current trajectory of renewable and carbon free energy procurement, and how this trajectory would be changed in 2024 and 2025 under the proposed adjustment.



RCEA's Past and Future Power Mix - Adjusted for 2024 & 2025



Staff are recommending taking an overall conservative approach to budgeting for the next fiscal year and recommend revisiting the projections in six months to determine if additional actions should be taken. This proposed short-term adjustment will not impede progress on soliciting for long-term renewable energy products and will not result in canceling any long-term agreements.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

Staff's recommendation is directed at balancing the need to stabilize RCEA's finances over the next two fiscal years against RCEA's strategic goals, chief among them "4.1.4: Maximize Renewable Energy Content of RCEA's CCE Program."

EQUITY IMPACTS

Not applicable.

FINANCIAL IMPACT

The table below shows how the proposed adjustment to energy procurement is expected to improve RCEA's financial outlook in the next two fiscal years. Note that the discussion above in the Summary section cites RCEA's financial model outputs as of May 7, 2024, which were used in discussing power procurement options with the Board at its May 2024 meeting. The figures in the following table come from a version of the financial model updated on June 17, 2024, in order to give the Board the most current look at projected financial impacts as revenue and cost forecasts continue to evolve. The result is an expected \$4M decrease of power costs in FY 2024-25 and nearly \$3M decrease in FY 2025-26.

**Expected Revenues, Costs and Net Revenues
Under Current and Adjusted Renewables Procurement Scenarios**

	Current		Adjusted		Savings	
	FY 24-25	FY 25-26	FY 24-25	FY 25-26	FY 24-25	FY 25-26
Retail Revenues	\$70,112,578	\$72,616,399	\$70,112,578	\$72,616,399	-	-
Power Costs	\$72,199,538	\$76,713,041	\$68,198,926	\$73,776,103	\$(4,000,612)	\$(2,936,938)
Net Revenues	\$(4,190,338)	\$(6,275,134)	\$(189,726)	\$(3,338,196)	\$4,000,612	\$2,936,938

STAFF RECOMMENDATION

Adopt Resolution 2024-8 Adopting the State Targets for Renewable Electricity Procurement for Calendar Years 2024 and 2025.

ATTACHMENT

1. Resolution 2024-8, A Resolution of the Board of Directors of the Redwood Coast Energy Authority Adopting the State Targets for Renewable Electricity Procurement for Calendar Years 2024 and 2025

RESOLUTION NO. 2024-8

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY ADOPTING
THE STATE TARGETS FOR RENEWABLE ELECTRICITY PROCUREMENT
FOR CALENDAR YEARS 2024 AND 2025**

WHEREAS, the 100 Percent Clean Energy Act of 2018 established as a policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045; and

WHEREAS, RCEA was established in 2003 with its purpose including to “develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region for the benefit of the Member agencies and their constituents”; and

WHEREAS, in 2012 the RCEA Board adopted a Comprehensive Action Plan for Energy (CAPE) that established a vision for 2030 that includes Humboldt County no longer being a net energy importer and the majority of the community’s energy needs being met by renewable energy sources; and

WHEREAS, in 2013 RCEA finalized the RePower Humboldt Strategic Plan which further evaluated and reaffirmed the goal of Humboldt County meeting the majority of its electricity needs as well as a significant portion of its heating and transportation energy needs from local renewable resources by 2030; and

WHEREAS, in 2017 RCEA launched a community choice energy program to establish local control over the County’s electricity supply to be able to advance the goals established in the CAPE and the RePower Humboldt Strategic Plan; and

WHEREAS, the RCEA Board of Directors, with input from the community, adopted as the community choice energy program’s core goal maximizing the use of local renewable energy while providing competitive rates to customers, and further adopted Guidelines for the Community Energy Program Launch-period Strategy and Targets for the first five years of the program through 2021; and

WHEREAS, the RCEA Board of Directors, in response to a recommendation by the RCEA Community Advisory Committee in January 2019, adopted Resolution 2019-1 Adopting the Target of a 100% Clean and Renewable Electricity Mix by 2025, and updated RCEA’s Comprehensive Action Plan for Energy strategic plan, incorporating the 100% clean and renewable electricity mix by 2025 target, by that year’s end; and

WHEREAS, the cost of renewable energy credits, carbon-free and resource adequacy products have greatly increased and RCEA’s portfolio must shift to accommodate slice of day resource adequacy requirements, which will make procurement increasingly complicated and increase demand on a very limited renewable product supply; and

WHEREAS, the financial model used for planning procurement for RCEA’s community choice energy program forecasts that RCEA will have negative net revenue over the course of the next three fiscal years; and

WHEREAS, temporary postponement of the RCEA target of 100% renewable and zero-carbon energy by 2025 will significantly decrease costs and allow for RCEA to not deplete reserves.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Redwood Coast Energy Authority adopts the linearly interpolated State targets for renewable electricity power generation for RCEA’s community choice energy program for calendar years 2024 and 2025.

BE IT FURTHER RESOLVED that RCEA staff is directed to:

1. Re-evaluate the financial model in six months to determine if additional action must be taken.

Adopted this ____ day of _____, 2024

ATTEST:

Sarah Schaefer, 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. 2024-8 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

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Community Choice Energy Program Procurement Target Adjustment

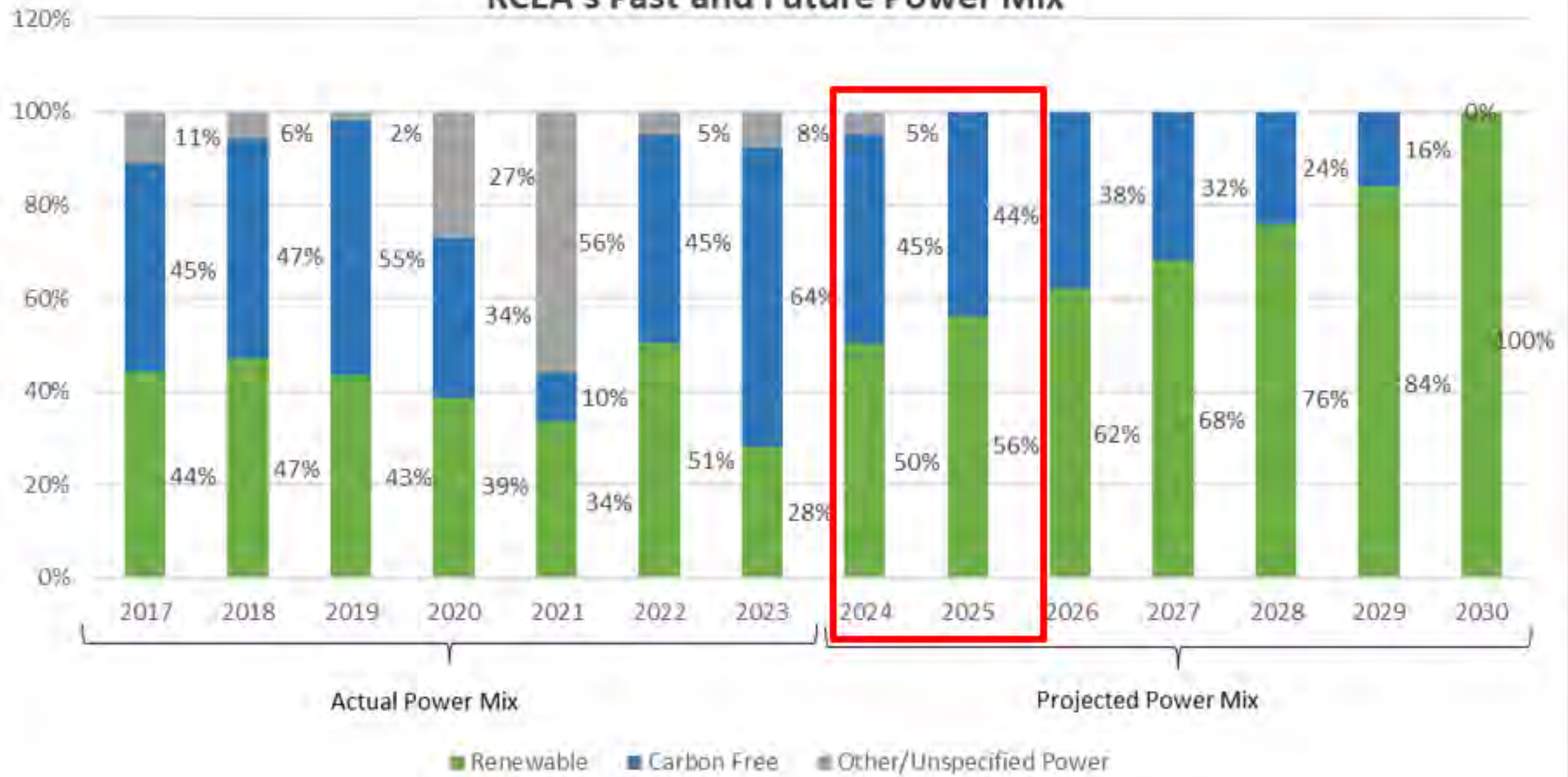
Presentation to RCEA Board of Directors
June 27, 2024



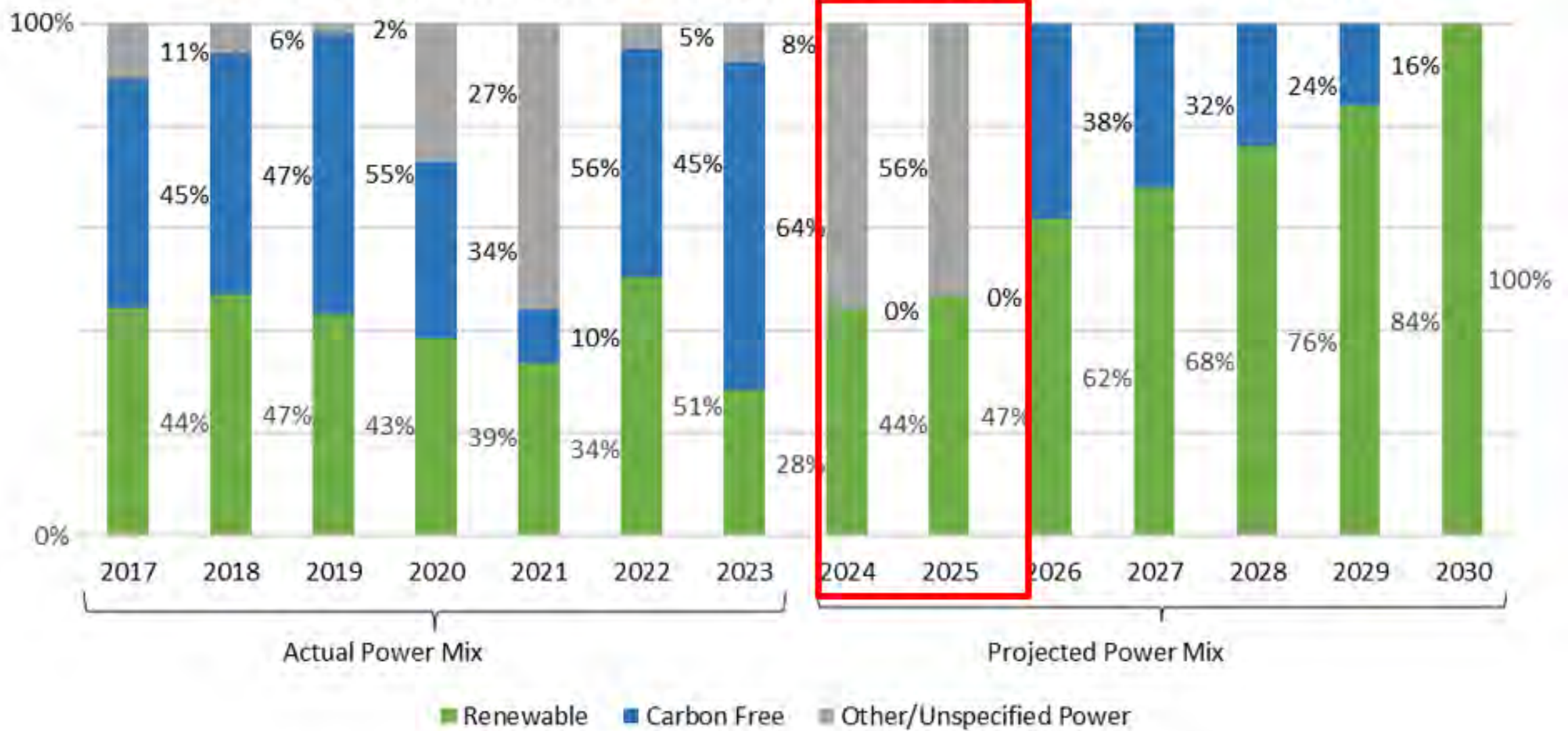
Need for Procurement Target Adjustment

- Costs of renewable and carbon-free energy have increased dramatically in recent years
- Another near-term financial challenge is that PG&E's retail rates are expected to decrease in the coming year, leading RCEA to similarly reduce power sales revenue (good news for customers, at least)
- Reducing renewable procurement targets for 2024 and 2025 would significantly mitigate financial losses in the next two fiscal years
- Looking further ahead, RCEA's existing long-term renewable contracts are performing well financially, and the Sandrini solar project coming online later this year will provide additional long-term price security

RCEA's Past and Future Power Mix



RCEA's Past and Future Power Mix - Adjusted for 2024 & 2025



**Expected Revenues, Costs and Net Revenues
Under Current and Adjusted Renewables Procurement Scenarios**

	Current		Adjusted		Savings	
	FY 24-25	FY 25-26	FY 24-25	FY 25-26	FY 24-25	FY 25-26
Retail Revenues	\$70,112,578	\$72,616,399	\$70,112,578	\$72,616,399	-	-
Power Costs	\$72,199,538	\$76,713,041	\$68,198,926	\$73,776,103	\$(4,000,612)	\$(2,936,938)
Net Revenues	\$(4,190,338)	\$(6,275,134)	\$(189,726)	\$(3,338,196)	\$4,000,612	\$2,936,938

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STAFF REPORT
Agenda Item # 8.1

Table with 2 columns: Field (AGENDA DATE, TO, PREPARED BY, SUBJECT) and Value (June 27, 2024, Board of Directors, Eileen Verbeck, Lori Biondini, Fiscal Year 2024-25 Proposed Budget)

SUMMARY

Attached is the proposed fiscal year 2024-2025 (FY24-25) annual budget.

Forecasted electricity sales are based on modeling provided by The Energy Authority dated May 7, 2024. The model assumes decreased retail generation rates to maintain a 0.5% discount from Pacific Gas & Electric Company (PG&E) forecasted retail generation rates and an expected increase of the Power Charge Indifference Adjustment (PCIA).

Based on direction given at the May 2024 meeting of the Board of Directors, this version of the budget assumes pausing RCEA's procurement of renewable energy beyond what is currently needed to meet State-mandated goals for the remainder of calendar year 2024 and through 2025, as detailed in Resolution 2024-8. Reducing RCEA's procurement of environmental attributes, including renewable energy credits and carbon-free energy, decreases expected total power costs by about \$4M. The resulting budgeted net revenue is still a significant decrease from the current year but decreases the amount of cash reserves needed to balance the budget.

Based on the expected decrease in revenue the following reductions/changes are included in the proposed budget:

- Freezing vacant positions including Finance Coordinator, Administrative Specialist, Rural REN Manager and Rural REN Specialist (\$467,235)
Postpone the architectural design and engineering of a new office building (\$1.2M)
A decreased customer incentive and rebate budget as compared to the current fiscal year (\$230,000 versus \$400,000)
A commensurate reduction in the Communication and Outreach budget as compared to the current fiscal year (\$114,900 versus \$160,485).
Postponing the Board-requested third-party compensation and classification review. It is estimated that this review would cost between \$50,000 and \$75,000.

Staff recommends re-evaluating market and rate projections in six months to determine if further adjustments are needed.

REVENUES

- State Contracts \$1,375,000: Revenue in this category includes funding from the California Energy Commission for constructing electric vehicle resilience hubs around the County, as well as funds from the Governor's Office of Planning and Research, Regional Resilience Grant Program for Energy-Resilient Fire Services in High-Threat Communities. This project will design and install solar + storage at rural fire stations.

Grant funds will be used to cover staff time for project management and pass-through funds for engineering, design, and construction services.

- **Non-Government Agencies and Program Sales \$463,000:** Revenue in this category includes funding from PG&E's Local Government Partnership Program for implementing the public agency energy efficiency program and revenue from RCEA's electric vehicle charging network (REVNet).
- **Electricity Sales \$68,501,255:** This line item includes forecasted electricity sales revenue. This total assumes \$2,118,595 (3% of projected electricity sales) to be uncollectable due to customer non-payment.

EXPENSES

- **Wholesale Power Supply \$61,063,849:** Energy costs for the fiscal year assume the strategy detailed in Resolution 2024-8.
- **Personnel \$5,246,342:** The proposed budget includes freezing several vacant positions including Finance Coordinator, Administrative Specialist, Rural REN Manager, and Rural REN Specialist. Staff is requesting to maintain the Analyst position under Rural REN to assist in complex data analysis that will be used in seeking out external funding opportunities for energy efficiency programs. If the CPUC approves Rural REN during the fiscal year, Staff will bring back a budget adjustment and request to unfreeze the Rural REN Manager and Specialist position.

The budget includes an expected 7% increase of health insurance benefits costs. All positions listed in the Board-adopted organization chart are full-time, fully-benefited positions. Non-benefited, part-time, limited-term and intern positions can be created and dissolved at the discretion of the Executive Director if they fit within the Board-adopted total personnel budget. The proposed personnel budget includes \$358,582 in funds for part-time, limited term and intern positions.

- **Facilities and Operations \$953,375:** This budget line item is for operation costs associated with the RCEA offices, information technology, and dues and memberships, as well as costs associated with RCEA-owned or managed assets. Staff received several quotes for architectural design and engineering of the planned new construction office building and determined that the cost of these services would be \$1.2M. Due to the expected FY24-25 revenue, this expense was not included in the budget, and staff will explore external funding sources for this work.
- **Professional and Program Services \$4,139,730:** This budget line item includes contracted services for energy scheduling coordination, energy procurement credit fees, data management, legal services, accounting services, regulatory services, as well as grant-specific professional services, including electric vehicle charging station design engineering and installation. Additionally, funds have been budgeted for participation in California Community Power build-to-transfer project planning, which is a pathway to potential joint-CCA ownership of new renewable energy projects.
- **Incentives and Rebates \$230,000:** This line item is for direct incentives and rebates paid out to CCE customers. The following customer programs are included in the proposed budget: heat pump rebates, battery storage incentives for Net Billing Tariff customers, residential energy efficiency measures, electric vehicle rebates, electric vehicle charging station rebates, and e-bike rebates. The Finance Subcommittee recommended staff evaluate which interventions result in the greatest reduction of greenhouse gas emissions and prioritize incentivizing those actions through RCEA's

customer programs. Staff will begin evaluating customer programs based on that recommendation and report findings.

Historically, RCEA has received external funding for rate-payer incentives, rebates, and associated staff time to administer these programs. It was anticipated that Rural REN funds would be available to cover most of these expenses. Considering the delays in the implementation of Rural REN, staff are applying for other grant funds to unburden electricity sales revenues which currently are the sole funding for these programs.

- **Other \$546,614:** This includes outreach, other program expenses, and non-operating costs.

STAFF RECOMMENDATION

Adopt the proposed Fiscal Year 2024-2025 budget.

ATTACHMENTS

1. Proposed Fiscal Year 2024-25 RCEA Budget

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Redwood Coast Energy Authority Fiscal Year 2024-2025 Budget

REVISED:
This budget has been revised to reflect state-mandated procurement goals.

	POWER RESOURCES	INFRASTRUCTURE and TRANSPORTATION (I&T)				
	Community Choice Energy	REVNet	Transportation Grants - NCRCN	Infrastructure Grants - RRPg & CEG	Airport Microgrid Operations	CCE Customer I&T Programs and Services
Income						
State Contracts			375,000	1,000,000		
EVSE Network Sales & LCFS Credits		50,000				
Non-government Contracts					3,000	
Electricity Sales	70,619,850					
Uncollectable Accounts	(2,118,595)					
Total	68,501,255	50,000	375,000	1,000,000	3,000	-
Expense						
WHOLESALE POWER SUPPLY						
Sub-total	61,063,849	-	-	-	-	-
PERSONNEL EXPENSES						
Sub-total	1,229,746	-	80,000	200,000	29,943	469,740
FACILITIES AND OPERATIONS						
Sub-total	255,463	91,000	1,000	-	90,156	2,600
COMMUNICATIONS AND OUTREACH						
Sub-total	65,500	-	-	-	-	10,000
PROFESSIONAL & PROGRAM SRVS						
Regulatory	124,300					
Contracts - Program Related Ser	6,228		400,000	800,000		16,000
CC Power pre-procurement	196,372					
Accounting						
Legal	45,000					
Wholesale Services - TEA	817,124					
Procurement Credit - TEA	639,430					
Data Management - Calpine	855,276					
Sub-total	2,683,730	-	400,000	800,000	-	16,000
PROGRAM EXPENSES						
Sub-total	272,714	30,000	-	-	-	-
INCENTIVES & REBATES						
Sub-total	-	-	-	-	-	60,000
NON OPERATING COSTS						
Sub-total	6,000	-	-	-	120,000	-
Total Expense	65,577,002	121,000	481,000	1,000,000	240,099	558,340
Net Income - Reserve Fund Contribution	2,924,253	(71,000)	(106,000)	-	(237,099)	(558,340)

Redwood Coast Energy Authority Fiscal Year 2024-2025 Budget

	DEMAND-SIDE MANAGEMENT (DSM)		STRATEGIC PLANNING	GENERAL & ADMIN	PROPOSED FISCAL YEAR 2024-2025 BUDGET
	PG&E Local Government Partnership Program	CCE Customer DSM Programs and Services			
Income					
State Contracts					1,375,000
EVSE Network Sales & LCFS Credits					50,000
Non-government Contracts	400,000	10,000			413,000
Electricity Sales					70,619,850
Uncollectable Accounts					(2,118,595)
Total	400,000	10,000	-	-	70,339,255
Expense					
WHOLESALE POWER SUPPLY					
Sub-total	-	-	-	-	61,063,849
PERSONNEL EXPENSES					
Sub-total	400,000	1,299,456	202,851	1,334,606	5,246,342
FACILITIES AND OPERATIONS					
Sub-total	-	43,350	3,100	466,706	953,375
COMMUNICATIONS AND OUTREACH					
Sub-total	-	12,650	7,500	19,250	114,900
PROFESSIONAL & PROGRAM SRVS					
Regulatory		20,000	20,000		164,300
Contracts - Program Related Ser					1,222,228
CC Power pre-procurement					196,372
Accounting				60,000	60,000
Legal		50,000		90,000	185,000
Wholesale Services - TEA					817,124
Procurement Credit - TEA					639,430
Data Management - Calpine					855,276
Sub-total	-	70,000	20,000	150,000	4,139,730
PROGRAM EXPENSES					
Sub-total	-	-	-	-	302,714
INCENTIVES & REBATES					
Sub-total	-	170,000	-	-	230,000
NON OPERATING COSTS					
Sub-total	-	-	-	3,000	129,000
Total Expense	400,000	1,595,456	233,451	1,973,562	72,179,910
Net Income - Reserve Fund Contribution	-	(1,585,456)	(233,451)	(1,973,562)	(1,840,655)

Fiscal Year 2024-25 Final Draft Budget Overview

Background

- As of January 2024, RCEA has provided \$7.6M in cumulative rate payer savings. Proposed budget reflects 0.5% retail rate discount from PG&E rates.
- Calculated energy revenue and expense based on financial model from May 7, 2024 (June 24, 2024 FiMo very similar)
- Expected decreases in PG&E generation rates, increase of the Power Charge Indifference Adjustment (PCIA), and expected increase of the cost of renewable energy credits, carbon-free and resource adequacy products.
- As of January 2025, RCEA's procurement must accommodate slice of day resource adequacy requirements.
- **Expected Net Negative Revenue for FY 24-25**

Personnel

- Maintains all existing staff.
- Accounts for estimated increases of insurance and benefit costs.
- Includes freezing Finance Coordinator, Admin Specialist, Rural REN Manager and Rural REN Specialist vacancies.
- Accounts for 3-month vacancy in ED position.
- Includes maintaining the Analyst position in DSM. This position will seek out external program funding.

Other

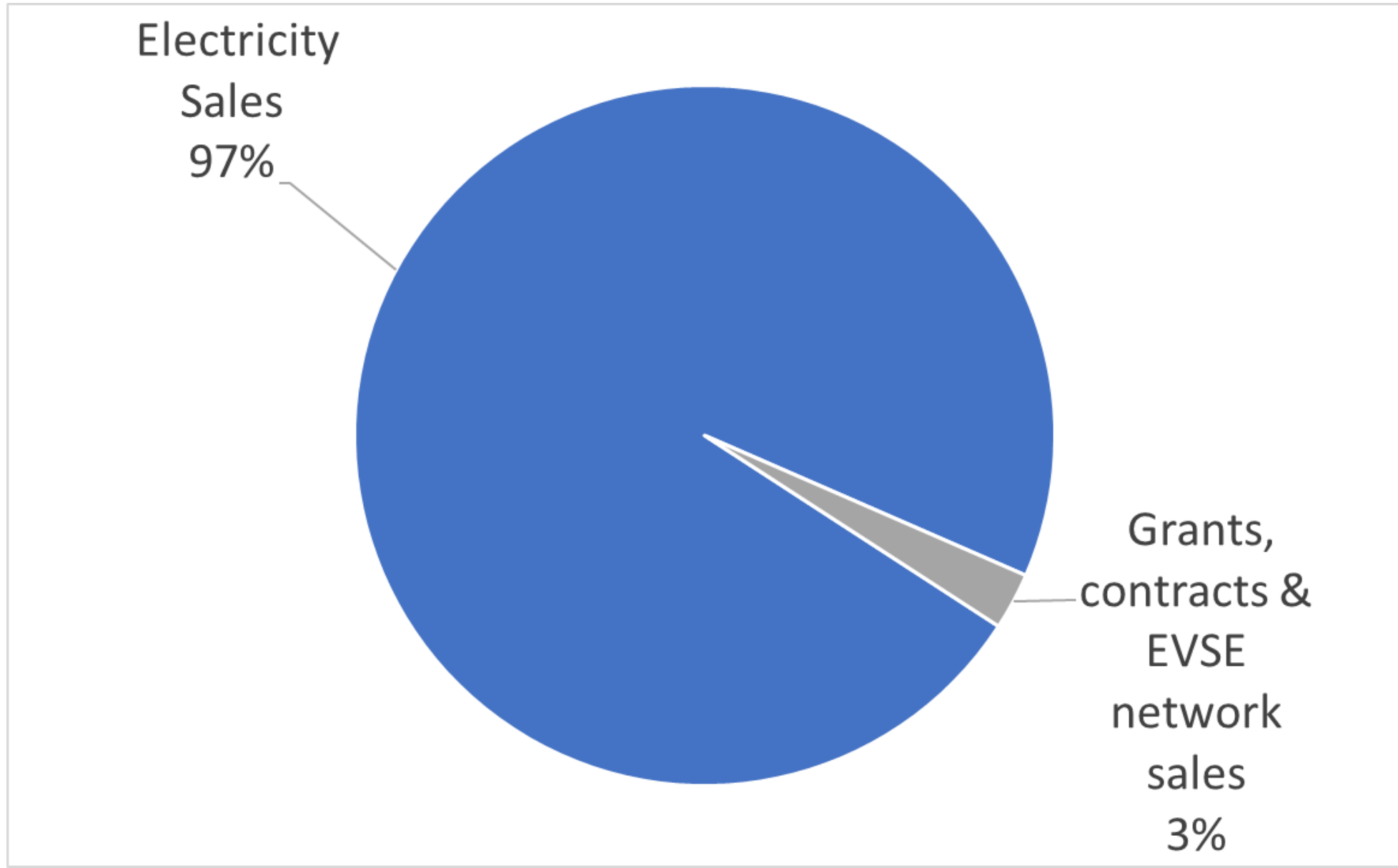
Reduced overall Department requests by \$2.3M including:

- Postpone the architectural design and engineering of a new office building (\$1.2M based on quotes).
- Decreased customer incentive and rebate budget compared to the current fiscal year (\$230,000 versus \$400,000)
- Reduction in Communication and Outreach budget compared to current fiscal year (\$114,900 versus \$160,485)
- Postpone third-party compensation and classification review (estimated \$50,000 - \$75,000).

Revenue

	Current Budget	FY 24-25 Draft
Electricity Sales	\$85.3M	\$68.5M
Grants and Contracts	\$1M	\$1.78M
Program Related Service Fees (EV charging use, FIT application fees)	\$121,900	\$50,000

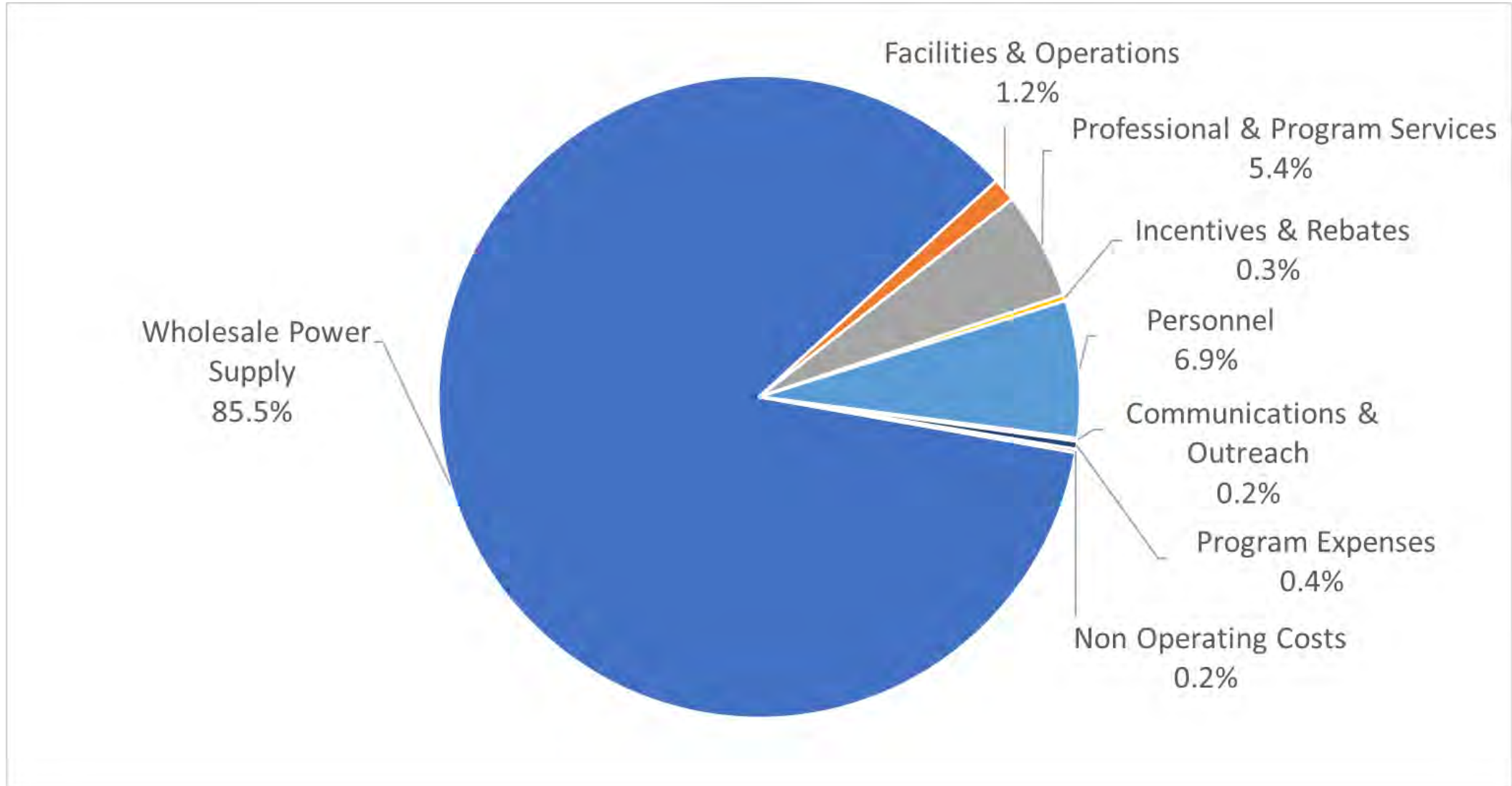
Revenue



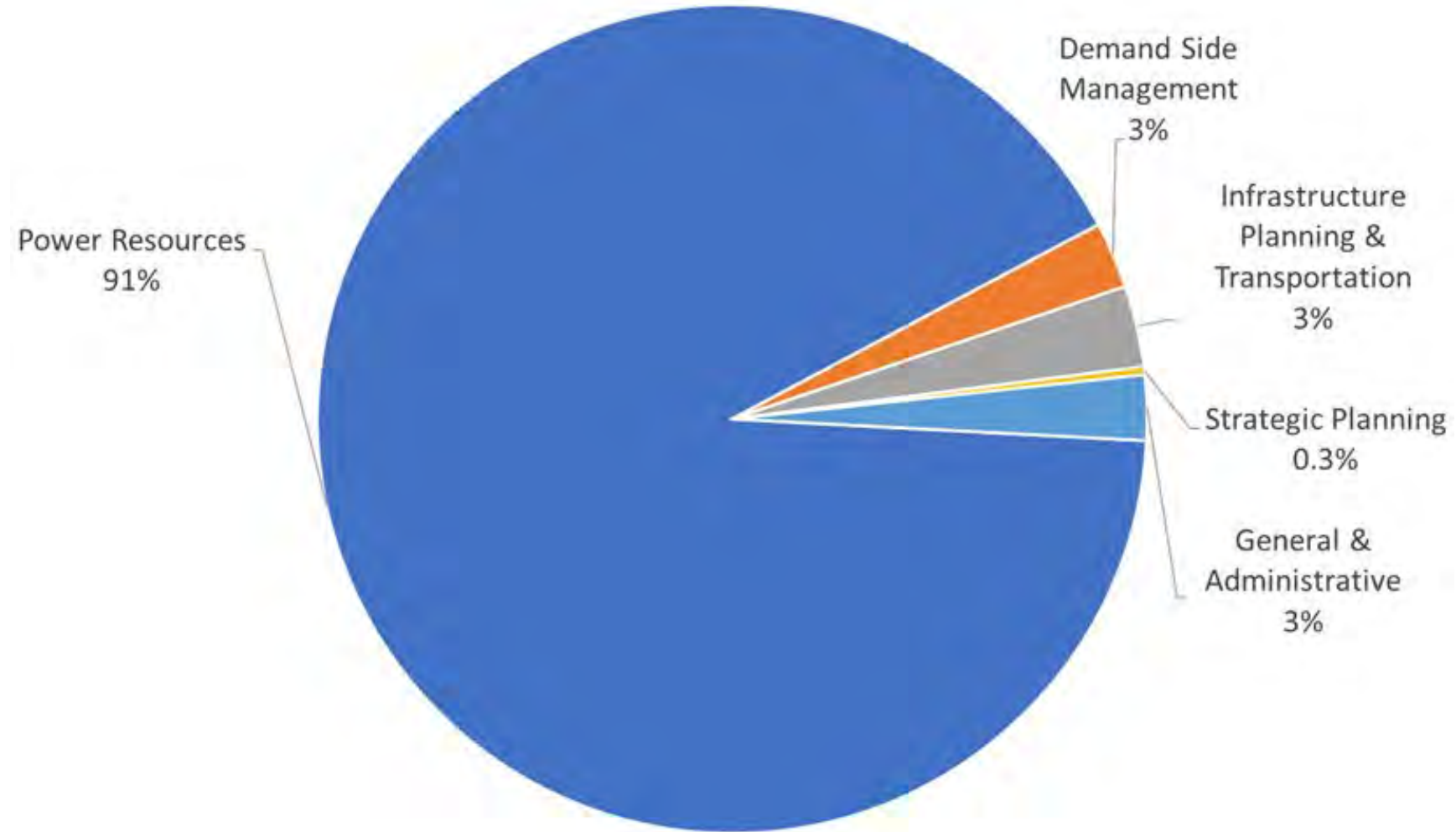
Expenses

	Current Budget	FY 24-25 Draft
Wholesale Power Supply	\$65.4M	\$61M
Personnel	\$5.1M	\$5.2M
Facilities and Operations	\$1.5M	\$953,375
Communication and Outreach	\$160,485	\$114,900
Professional and Program Services	\$3.3M	\$4.1M
Program Expenses	\$290,014	\$302,714
Incentives and Rebates	\$402,575	\$230,000
Non-Operating Costs	\$129,500	\$129,000

Expenses – by Budget Category



Expenses – by Department



Summary

	Current Budget	FY 24-25 Draft
Revenue	\$86.5M	\$70.3M
Expenses	\$76.4M	\$72.2M
Net Revenue	\$10.1M*	-\$1.8M*

*Current budget net revenue does not reflect actuals.

Rural REN-North Proposed Budget

Calendar Year	Total *
2024	\$2.3M
2025	\$10M
2026	\$10.3M
2027	\$10.3M
Total	\$33.1M

*The proposed budget includes implementation funds for RCEA and all Rural REN–North partners as well as administrative funds.

Staff will propose a budget adjustment once the CPUC finalizes the decision.

Recommendation

- Adopt the proposed RCEA Fiscal Year 2024-25 Budget.



**STAFF REPORT
Agenda Item # 9.1**

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
PREPARED BY:	Mike Avcollie, Senior Manager, Infrastructure Projects
SUBJECT:	North Coast Plug-in Electric Vehicle Charging Network Phase 2 Construction Contract Award

BACKGROUND

In September 2022, RCEA received a Notice of Proposed Award of \$700,000 from the California Energy Commission (CEC) for the North Coast Plug-in Electric Vehicle Charging Network Phase 2 project focused on placing Level-2 electric vehicle service equipment at 10 strategic community hubs in Humboldt County by 2026. The contract was executed in March 2023 and the RCEA Board of Directors approved the award of the design and engineering work in September 2023. Once design and engineering of the selected installation locations was complete, Staff released three competitive solicitations in the form of invitations for bids (IFBs) for construction at sites in Orleans, Redway, Garberville, Eureka, and Fortuna. Staff are recommending awarding three construction contracts based on bids received in response to the IFBs.

SUMMARY

On May 9, 2024, Staff issued IFB-24-502 for performance of all construction work at the Orleans Volunteer Fire Department. On June 5, RCEA received two complete, responsive, and responsible bids, one from Hooven & Reese Inc. and one from Mobley Construction Inc. The low bid was provided by Mobley Construction Inc. at a total bid amount of \$97,153.00. A copy of the Mobley Construction Inc. bid is attached to this report.

On May 13, 2024, Staff issued IFB-24-503 for performance of all construction work at Redwood Rural Health Center's Dental Clinic in Redway and at SoHum Community Health's future optometry clinic in Garberville. On June 12, RCEA received five (5) complete, responsive, and responsible bids from Hooven & Reese Inc., Mobley Construction Inc., Sequoia Construction Specialties, Sactown Contractors and Bob Downing Electric and Construction. The low bid was provided by Hooven & Reese Inc. for a total bid amount of \$96,110.00. A copy of the Hooven & Reese Inc. bid is attached to this report.

On May 17, 2024, Staff issued IFB-24-504 for performance of all construction work at Sequoia Park in Eureka, Rohner Park in Fortuna and Redwood Memorial Hospital in Fortuna. On June 21, RCEA received two complete, responsive, and responsible bids, from Beacom Construction

Co. and Hooven & Reese Inc. The low bid was provided by Hooven & Reese Inc. for a total bid amount of \$166,568.36. A copy of the Hooven & Reese Inc. bid is attached to this report.

Staff is recommending awarding the following contracts: Mobley Construction Inc. for the project in Orleans, Hooven & Reese Inc. for the projects in Redway and Garberville, and Hooven & Reese Inc. for the projects in Fortuna and Eureka. They are all qualified firms with direct experience in work similar in scope and scale.

ALIGNMENT WITH RCEA'S STRATEGIC PLAN

By expanding our existing EV charging network and enabling future resiliency work at locations across the county, this project contributes to these Strategic Plan goals:

- *2.1.5 Integrate Distributed Energy Resources*
- *3.2.2 Promote Advanced Fuels*
- *3.2.3 Support Electric Vehicle Adoption*
- *3.3.1 Develop Transportation Electrification Infrastructure*
- *3.3.4 Promote Vehicle-to-Grid Connection*

EQUITY IMPACTS

The CEC grant award requires that at least 50% of project costs be spent on low-income or disadvantaged communities or both. All project sites are within the AB 1550 Low-Income Communities designated area, and an August 2022 CEC staff report "Localized Health Impacts Report" lists our project sites as meeting one or more Environmental Justice indicators for age, poverty, or unemployment.

FINANCIAL IMPACT

The total project cost is \$875,000, comprised of \$700,000 in CEC grant funds and \$175,000 in RCEA matching funds. The proposed construction awards total \$359,831.36, which is within the grant budget of \$397,602 for project construction/installation.

STAFF RECOMMENDATION

Award contracts for the installation of electric vehicle charging stations for the RCEA North Coast Plug-In Electric Vehicle Charging Network Expansion Project to:

- Mobley Construction Inc. in the amount of \$97,153 for the Orleans site;
- Hooven & Reese Inc. in the amount of \$96,110 for the Redway and Garberville sites;
and
- Hooven & Reese Inc. in the amount of \$166,568.36 for the Fortuna and Eureka sites;

and authorize the Executive Director to execute all applicable documents subject to RCEA General Counsel review.

ATTACHMENTS

1. Mobley Construction Inc. complete bid package for IFB-24-502 (Orleans)
2. Hooven & Reese Inc. complete bid package for IFB-24-503 (Redway and Garberville)
3. Hooven & Reese Inc. complete bid package for IFB-24-504 (Fortuna and Eureka)

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network – ORLEANS

RCEA Project No. IFB-24-502

Name of Bidder: Mobley Construction dba "MCI"
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: P.O. Box 451
Ferndale, CA 95536

Telephone Number: (707) 497-8368

Residence Address: [REDACTED]
Ferndale CA 95536

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 5/29/24
2. Addendum No. Dated
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, William Mobley, as an agent for Mobley Construction dba "MCE", declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at Ferndale, California, on June 3, 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
<u>Ninety seven thousand one hundred fifty three dollars</u>	\$ <u>97,153.00</u>
Total Amount in Words	Total

PRICE BREAKDOWN:

Please provide information below to break out the civil and electrical work for easier evaluation. Civil work will include installation of customer owned utility pole, charging station foundations, trenching, backfilling, concrete, paving, striping and signage associated with construction of parking stalls. Electrical work will include installation of the meter panel, breakers, wire, conduit, and installation of the RCEA-provided charging stations:

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Orleans VFD	\$ 65,913. ⁰⁰	\$ 31,240. ⁰⁰	\$ 97,153. ⁰⁰

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner's Engineer, the following prices shall prevail:

1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is Bidders Bond
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

Gina Mobley President,
William Mobley vice president, Secretary treasure
Mobley Construction - dba MCI
Corporation

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with the Act providing for the registration of Contractors:

License No.: 995333 Expiration Date: 8/31/24
DIR Number: 1000007387

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.

[Signature] _____ Date 6.3.2024
Signature of Bidder Date

If a Bidder is a Corporation or a Co-partnership:

Mobley Construction
Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:

[Signature] _____ Name _____ Title president
[Signature] _____ Name _____ Title vice president

If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, Mobley Construction (Inc.) as principal (“Principal”), and U.S. Specialty Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Texas and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Ten percent of amount bid Dollars (\$ 10% of bid), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated June 5, 2024, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – ORLEANS

RCEA Project No. IFB-24-502

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 31st day of May, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Mobley Construction (Inc.)
Principal/Contractor

By *G. Long*

Title: *president*

(Corporate Seal)

U.S. Specialty Insurance Company
Surety

Attach Attorney-In-Fact Certificate

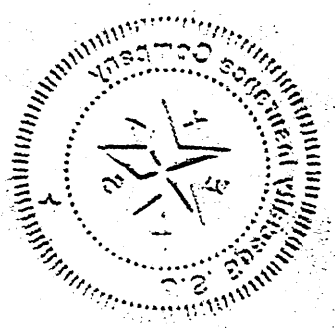
By *J. Walker*
Justin Walker
Attorney in Fact
Title



To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

Handwritten text, possibly a signature or name, appearing as a series of connected loops and lines.



Handwritten signature or initials, consisting of a stylized 'W' followed by a circular flourish.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

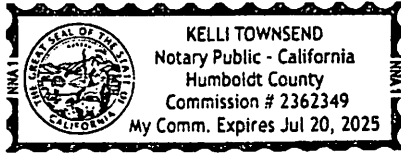
State of California }
County of Humboldt

On June 4 2024 before me, Kelli Townsend, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared William E Mobley IV
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Kelli Townsend
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 6-4-2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

JUSTIN WALKER, KAYLEE TOWNSEND, KENDRA MIRANDA, REESE GALLUP,
ROBERT WALKER or SHAUNA ROWLEY of FORTUNA, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****FIVE MILLION***** Dollars (***\$5,000,000.00***).

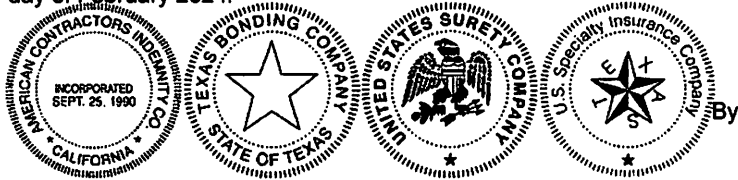
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY
By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3 day of June, 2024.

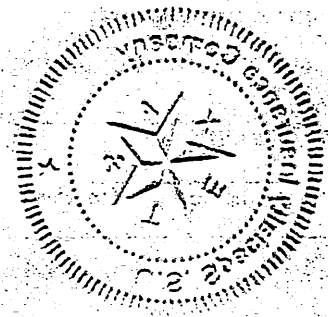
Bond No. N/A.
Agency No. 4472 - PDF POA



[Signature]
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt)

On May 31st, 2024 before me, Jessica Ann Perreira, Notary Public
(insert name and title of the officer)

personally appeared Justin Walker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Ann Perreira (Seal)



SECTION 00 43 36 – SUBCONTRACTOR LIST

The Bidder shall list all Subcontractors in accordance with Article 18 of the Supplementary General Conditions.

<u>Name of Subcontractor, CA Contractor License and DIR Number</u>	<u>Address</u>	<u>Description of Work to be Performed</u>
Chris Lehto Electric- ⁷²³⁵⁹³ 1000869701	1820 Montecito Wy. Eureka CA 95501	Electrical
END OF SECTION 00 43 36		

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

Installation of EV Charging Stations for RCEA Charging Network – ORLEANS

RCEA Project No. IFB-24-502

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

- 1. Firm Name Mobley Construction dba "MCJ"
- 2. Address P.O. Box 451 Ferndale, CA 95536
- 3. Telephone Number (707) 497-8368

4. Type of Organization

- a. Corporation? Yes No

If yes, list the officers and positions, and the State in which incorporated.

Gina Mobley, President. William Mobley - Vice President

If the Bidder Corporation is a subsidiary, give name and address of parent corporation.

- b. Partnership? Yes No

If yes, list partner names and addresses

General Partners:

Limited Partners:

- c. Individual Proprietorship? Yes No

If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?
2008 Incorporated 2014
2. How many years of experience does your business have in construction work similar to that called for under this bid? 16 years
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes X No
 - a. If "yes," on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for a reference and telephone number.
 - vi. Location of work
 - vii. Number of stop notices file.
 - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
 - ix. Amount of liquidated damages assessed.
 - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notices filed
 - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - ix. Amount of liquidated damages assessed.
 - c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience

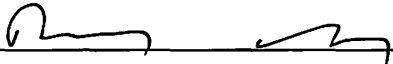
1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

N/A

2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
Tokio Marine HCC	Keith Clements	707 619-300-2722
_____	_____	_____
_____	_____	_____

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
Executed at Ferndale, California, on June 3, 2024.

Signature of Bidder 
Name (print) William Mobley
Company Mobley Construction dba "MCI"

END OF SECTION 00 45 14

Government Agency Contract - Previous 4 years

AWARD DATE	TYPE OF WORK	EST. COMPLETION TIME	ACTUAL COMPLETION	CONTRACT PRICE	OWNER/CONTACT INFO	LOCATION	STOP NOTICES	LAWSUITS	LIQUIDATED DAMAGES	JOB NAME
10/17/2022	Excavation, Grading, Trenching, Sewer, Concrete/Asphalt	30 days	18 working days	\$179,848.00	City of Arcata, Danielle Allard, 707-825-2101	Arcata, CA	None	None	None	City of Arcata 10th St Sewer Project
4/6/2023	Excavation, Grading, Concrete, Structure Install	Phase 1 -60 days, Additive Alternative #1- 60 days	59 working days total	\$417,430.66	City of Acrata, Makani Aiu, 707-825-2151	Arcata, CA	None	None	None	City of Arcata Redwood Park Improvement Project
7/5/2023	Excavation, Grading, Trenching, Concrete	Completion to be done before Aug.14 2023.	31 working days Last day Aug. 11th 2023	\$400,000.00	County of humboldt, Jake Johnson, 707-268-2665	Ferndale, CA	None	None	None	County of Humboldt Fairgrounds Temp Shoring Project
3/1/2024	Excavation, Grading, Concrete, Structure Install	Completion to be done before Aug 19th 2024.	7 working days Last day April 23rd 2024.	\$74,456.26	Ferndale Unified School District, Danielle Carmisen 707-786-5300	Ferndale, CA	None	None	None	FUSD TK Playground

Private Work - Previous 4 years

AWARD DATE	TYPE OF WORK	EST. COMPLETION TIME	ACTUAL COMPLETION	CONTRACT PRICE	OWNER/CONTACT INFO	LOCATION	STOP NOTICES	LAWSUITS	LIQUIDATED DAMAGES	JOB NAME
7/1/2020	Excavation, Grading, Concrete	30 Days	30 Days	\$159,808.00	Chris Cahill 707-499-7633	Ferndale, CA	None	None	None	New Barn Foundation
6/1/2022	Excavation, Grading, Concrete	60 Days	30 Days	\$125,000.00	Chad Logan 805-835-1238	Redway, CA	None	None	None	Tunnel Road
5/1/2022	Excavation, Grading, Concrete	30 Days	30 Days	\$88,123.38	Aaron Bean 707-496-3085	Alton, CA	None	None	None	Pole Barn Foundation
1/10/2024	Excavation, Grading, Concrete	60 Days	15 Working Days	\$79,484.50	Stan Harris Sentry Market 541-890-5871	Redway, CA	None	None	None	Sentry Market Concrete Work

SECTION 00 45 19 – NON-COLLUSION DECLARATION


The undersigned declares:

I am the President of Mobley Construction dba "MCZ", the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/3/2024 [date], at Ferndale [city], California [state].



Signature of Bidder

Date: JUNE 3 2024

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



Signature of Contractor

Date: 6.3.2024

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26

SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor

Date: 6.3.2024

END OF SECTION 00 45 48

Addendum #1 for IFB-24-502-Addendum #1 for IFB-24-502-Installation of RCEA Charging Stations-ORLEANS

1 message

Mike Avcollie <MAvcollie@redwoodenergy.org>

Wed, May 29, 2024 at 4:19 PM

Hello,

RCEA has issued Addendum #1 for IFB-24-502-Installation of RCEA Charging Stations-ORLEANS.

All bid documents can be accessed here: <https://redwoodenergy.org/contracting/#1715643254661-f588fa62-1c44>

Mike Avcollie

Project Manager | Redwood Coast Energy Authority

Office (707) 269-1700 x 353 | Cell (707) 382-0187 | www.RedwoodEnergy.orgEmail: mavcollie@redwoodenergy.org*Pronouns: he, him, his*

CONFIDENTIALITY NOTICE: *We respect your privacy. Please review our privacy policy for more information. <http://redwoodenergy.org/privacy/> The information in this e-mail may be confidential, subject to legal privilege, or otherwise protected from disclosure. No confidentiality or privilege is waived or lost by mis-transmission. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination, or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail from your computer system.*



REDWOOD COAST Energy Authority

IFB-24-502 Addendum No.1:

Questions from Bidders:

1. Question: Are bidders responsible for all the hardware to be installed on the customer owned pole (Sheet 1.2) that are required to meet PG&E Greenbook standards?

Answer: Yes.

2. Question: Can RCEA provide the PG&E construction drawings for this project?

Answer: Yes, see attached.

3. Can RCEA provide a copy of the attendee's list from the mandatory pre-bid conference?

Answer: Yes, see attached.

4. Question: Are the EVCS signage details (detail #10) and signpost details (detail #9) that are shown as "optional" on sheet C1 required for this project.

Answer: No, please do not include these in your bid.

5. Question: It appears that Note 4 (about residual current detection) Note 5 (max number of stations downstream of an RCD) and Note 7 (about type 2 surge protection from IEC reference) on Sheet E1 all come from ChargePoint's European spec sheets. Are these required for this project?

Answer: No, these provisions are not required for this project, please ignore notes 4, 5, and 7 on Sheet E1. See below for updated E1 notes:

EV CHARGING STATION CONSTRUCTION NOTES:

1. INSTALL CHARGING STATIONS PER MANUFACTURER RECOMMENDATIONS, INSTALLATION INSTRUCTIONS, CEC 2022, AND ALL STATE AND LOCAL BUILDING CODES.
2. RECOMMEND CHARGEPOINT CHARGING STATIONS (OR APPROVED EQUIVALENT). SEE SITE SPECIFIC CIVIL SHEETS FOR SPECIFIC CHARGING STATION MODELS.
3. EV CHARGERS ARE TO BE TYPE 1, LEVEL 2 CHARGERS.

www.redwoodenergy.org

633 3rd Street – Eureka, CA 95501

707.269.1700 (local) – 800.931-RCEA (toll-free) – 707.269.1777 (fax)

- ~~4. CHARGERS SHALL BE INSTALLED WITH EITHER A RCD (RESIDUAL CURRENT DETECTION) 30mA TYPE B OR A RCD TYPE A + 6mA RDC-DD (IEC 60364-7-722).~~
- ~~5. A MAXIMUM OF ONE CHARGING STATION CAN BE INSTALLED DOWNSTREAM OF RCD TYPE A (IEC 60364-7-722).~~
6. A DEDICATED CIRCUIT SHALL BE USED FOR EACH CONNECTING PORT ON A CHARGER (IEC 60364-7-722).
- ~~7. EACH CHARGING STATION SUPPLIED BY AN UNDERGROUND ELECTRICAL LINE SHALL BE EQUIPPED WITH AN EARTHING ROD AND BE EQUIPPED WITH A TYPE 2 SURGE PROTECTIVE DEVICE, INSTALLED LOAD SIDE OF THE MAIN SERVICE (IEC 60364-7-722).~~
8. A MEANS OF DISCONNECT INSTALLED IN A READILY ACCESSIBLE LOCATION WITHIN EYESIGHT OF THE CHARGING STATIONS (CEC 625.43).
9. EV CHARGING CABLES MUST NOT EXCEED 25 FEET IN LENGTH AND HAVE NO MID-CORD COUPLINGS (CEC 625.17) AND BE INTERLOCKED TO DE-ENERGIZE WHEN UNPLUGGED FROM A VEHICLE OR SUBJECTED TO STRESS (CEC 625.18).
10. ALL CONDUCTORS AND CONDUIT HAVE BEEN SIZED TO ACCOMMODATE 19KW CHARGING STATIONS. CHARGING STATION EQUIPMENT TO BE SPECIFIED BY LOCATION.

-End of IFB-24-502 Addendum No.-1

SIGN-IN SHEET FOR PRE-BID CONFERENCE

PROJECT: Installation of EV Charging Stations for RCEA Network -ORLEANS
DATE: May 22, 2024. **Time Started:** 9:00 am
MEETING LOCATION: 166 Ishi Pishi Rd, Orleans CA, 95556

CONTRACTOR/PROPOSER BUSINESS NAME	CONTRACTOR LICENSE NUMBER	ATTENDEE NAME (Please Print)	PHONE NUMBER	EMAIL ADDRESS
R. Brown construction ^{CO, INC.}		Roger Brown	530 629-3702 (707) 845-7767	R.Brownconstruction.net
WILSON INC	885179	Zick Reinhard	830 629 1234	reinhard@wilsoninc.com
Hooven and Reese inc.	1078205	Chris Ramos	707-481-7279	Nick@HoovenandReese.com
Sactown Contractors Corp Irina Peravoznikov		Audrey Tokunaka	(530) 286-4588	info.sactowncontractors@gmail.com
STR Construction company, Inc	1113270	Oleksandra Dobrianskyi	(916) 831-8393	info@s-f-r.us
A.T.C.	944965	ADRIEL TANSKI	707-499-2618	ATC741@YAHOO.COM
Mobley Construction Inc	995333	Chris Lebede	707-499-9967	mobleyconst@juno.com

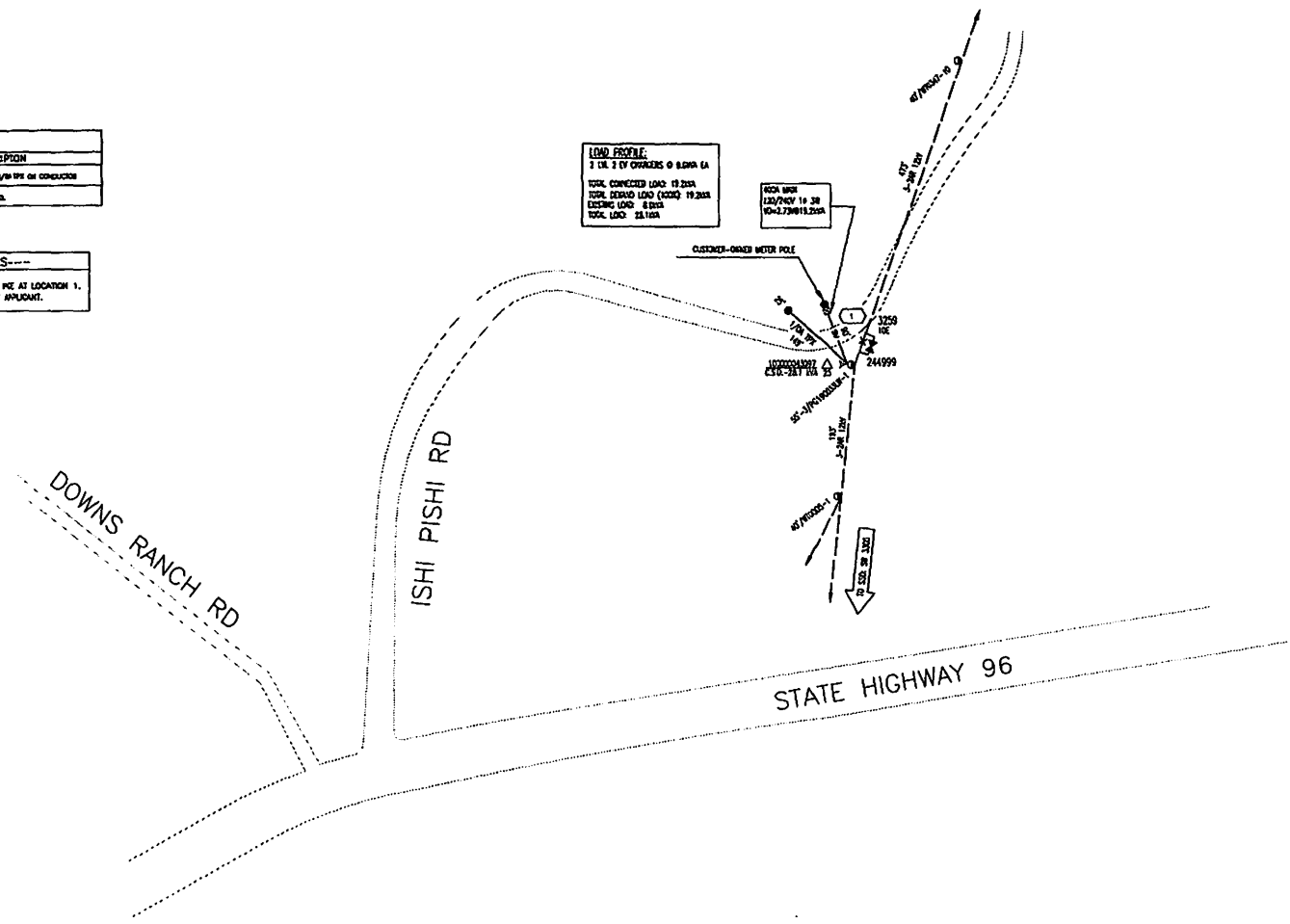
1 2 3 4 5 6 7 8 9 10

LEGEND		
INSTALL	EXISTING	DESCRIPTION
- BY -		SERVICE CONDUCTOR: 1 AND 4/0 STR OF CONDUCTOR
H		CUSTOMER-OWNED METER PANEL

--- WORK AGENT RESPONSIBILITIES ---
 ALL ELECTRIC RULE 89 WORK TO BE COMPLETED BY ME AT LOCATION 1.
 CUSTOMER-OWNED METER POLE TO BE INSTALLED BY APPLICANT.

LEAD PROFILE:
 2 UN. 2 0V CIRCLES @ 8.25VA EA
 TOTAL CORRECTED LOAD: 19.25VA
 TOTAL DERATED LOAD (CODE) 19.25VA
 EXISTING LOAD: 8.25VA
 TOTAL LOAD: 27.50VA

ROCK WIRE
 120/240V 16 3/8
 10-2.734@19.25VA



ENGINEERING AND PLANNING DEPT.
 8 RIVER PARK PLACE EAST
 FRESNO, CA 93720

NO DISCOUNTS ON
 METER REPAIRS

NO DISCOUNTS ON
 METER REPAIRS

PROJECT ADDRESS: 12 IN PALMISTO AVE-1
 LATITUDE: 41.56851
 LONGITUDE: -121.54500

DATE: 09/24/2018
 DATE & CHECK NUMBER: 11/11

PROJECT NUMBER: 18181818181818181818
 PROJECT NAME: 18181818181818181818

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 PROJECT NAME: 18181818181818181818

164 NB OH SVC INSTALL
 166 ISH PISHI ROAD
 ORLEANS, CA 95566

PROJECT NO. & ELECTRIC COMPANY

SECTION 00 43 23 – ALTERNATES

1. SUMMARY

- a. **Related Documents:**
 - i. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- b. **Section Includes:**
 - i. Administrative and procedural requirements for alternates.

2. DEFINITIONS

- a. **Alternate:** An alternate is an amount proposed by bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems, or installation methods described in Contract Documents.

3. PROCEDURES

- a. **Coordination:** Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - i. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- b. **Notification:** Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- c. **Execute accepted alternates under the same conditions as other work of the Contract.**
- d. **Schedule:** A listing of Bid Alternates is included on the Bid Form. Specification sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.
 - i. Include as part of each alternate, miscellaneous devices, appurtenances, and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
 - ii. State on the Bid Form amounts that will be ADDED to or DEDUCTED from the Base Bid amount for the work described in the listing of Bid Alternates included on the Bid Form.

END OF SECTION 00 43 23



Mobley Construction
 Po Box 451
 Ferndale Ca 95536

"DO NOT OPEN UNTIL BID OPENING"

Bid for the Installation
 of EV charging Station Network
 "ORLEANS"

BID NO. 24-502
 Attn: Mike Avcollie, Project Manager
 Redwood Coast Energy Authority
 633 3rd Street
 Eureka, CA 95501

REDWOOD COAST ENERGY AUTHORITY

Redwood Coast Energy Authority	
JUN 05 2024	
TIME	12:37
RECEIVED BY	MIKE AVCOLLIE
INITIALS	MA

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network – REDWAY & GARBERVILLE

RCEA Project No. IFB-24-503

Name of Bidder: Hooven & Reese, Inc.
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: 3445 Central Avenue
McKinleyville, CA 95519

Telephone Number: (707) 839-1291

Residence Address: 3445 Central Avenue
McKinleyville CA 95519

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 06/05/24
2. Addendum No. Dated
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, Tim Hooven , as an agent for Hooven & Reese, Inc. , declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at McKinleyville , California, on June 12 , 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
<u> Nintey Six Thousand One Hundred Ten Dollars </u>	\$ <u> 96,110.00 </u>
Total Amount in Words	Total

PRICE BREAKDOWN:

Please provide information below to break out the civil and electrical work for easier evaluation. Civil work will include foundations, trenching, backfilling, concrete, paving, signage and striping associated with construction of parking stalls Electrical work will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations:

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Redway site	\$ 29,125.80	\$ 21,718.50	\$ 50,844.30
Garberville site	\$ 28,547.20	\$ 16,718.50	\$ 45,265.70
Total Project Cost	\$ 57,673.00	\$ 38,437.00	\$ 96,110.00

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner’s Engineer, the following prices shall prevail:

1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is Bidder's Bond
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

Hooven & Reese, Inc.

Nick Reese, President ; David Hooven, Vice President ; Tim Hooven, C.F.O.

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with the Act providing for the registration of Contractors:

License No.: 1078205

Expiration Date: 07/31/2025

DIR Number: PW-LR-1000859605

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation Part 29 Debarment and Suspension Certification are true and correct.

[Signature]
Signature of Bidder

06/12/2024
Date



If a Bidder is a Corporation or a Co-partnership:

Hooven & Reese Inc.
Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership. Corporations require signature by 2 (two) corporate officers:

[Signature]
Name
[Signature]
Name

Vice President
Title
CFO
Title



If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, Hooven & Reese, Inc. as principal (“Principal”), and Contractors Bonding and Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Ten Percent of Bid Amount Dollars (\$ 10% of Bid Amount), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated 6/12/2024, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – REDWAY & GARBERVILLE
RCEA Project No. IFB-24-503

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 3rd day of June, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)



Hooven & Reese, Inc.
Principal/Contractor

By [Signature]

Title: OFFICER

(Corporate Seal)



Contractors Bonding and Insurance Company
Surety

Attach Attorney-In-Fact Certificate

By [Signature]

Jon Richard Sullivan, Attorney-in-Fact
Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

On June 3, 2024 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan J. McGowan, Jon Richard Sullivan, Karen Rhodes, Tammy Bates, Emmalyn Nichols, jointly or severally

in the City of Novato, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 20th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 3rd day of June, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

SECTION 00 43 23 – ALTERNATES

1. SUMMARY

- a. Related Documents:
 - i. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- b. Section Includes:
 - i. Administrative and procedural requirements for alternates.

2. DEFINITIONS

- a. Alternate: An alternate is an amount proposed by bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems, or installation methods described in Contract Documents.

3. PROCEDURES

- a. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - i. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- b. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- c. Execute accepted alternates under the same conditions as other work of the Contract.
- d. Schedule: A listing of Bid Alternates is included on the Bid Form. Specification sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.
 - i. Include as part of each alternate, miscellaneous devices, appurtenances, and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
 - ii. State on the Bid Form amounts that will be ADDED to or DEDUCTED from the Base Bid amount for the work described in the listing of Bid Alternates included on the Bid Form.

END OF SECTION 00 43 23

SECTION 00 43 93 – BID SUBMITTAL CHECK LIST

The following documents shall be submitted by each Bidder, as part of their complete Bid:

- Section 00 41 00 – Bid Form
- Section 00 43 13 – Bid Security Form (Bid Bond)
- Section 00 43 36 – Subcontractor List
- Section 00 45 13 -- Bidder's Qualifications
- Section 00 45 19 – Non-Collusion Declaration
- Section 00 45 26 – Workers' Compensation Certification
- Section 00 45 48 – Debarment and Suspension Certification

END OF SECTION 00 43 93

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

Installation of EV Charging Stations for RCEA Charging Network – REDWAY & GARBERVILLE

RCEA Project No. IFB-24-503

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

- 1. Firm Name Hooven & Reese Inc
- 2. Address 3445 Central Avenue, McKinleyville CA 95519
- 3. Telephone Number (707) 839-1291

4. Type of Organization

- a. Corporation? Yes No

If yes, list the officers and positions, and the State in which incorporated.

Nick Reese, President ; David Hooven, Vice President ; Tim Hooven, CFO ; Pat Hooven, Officer

If the Bidder corporation is a subsidiary, give name and address of parent corporation.

- b. Partnership? Yes No

If yes, list partner names and addresses

General Partners:

Limited Partners:

- c. Individual Proprietorship? Yes No

If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?
3 Years
2. How many years of experience does your business have in construction work similar to that called for under this bid? 3 Years
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes X No
 - a. If “yes,” on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for a reference and telephone number.
 - vi. Location of work
 - vii. Number of stop notices file.
 - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
 - ix. Amount of liquidated damages assessed.
 - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notices filed
 - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - ix. Amount of liquidated damages assessed.
 - c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience

1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

Similar Projects

- i. Year contract awarded 2021
- ii. Type of work: EV Charging
- iii. Contract completion time called for/actual completion time 6 mos, 1.5 years actual (Material Delays)
- iv. Contract price 13,500
- v. For whom performed, including person to call for a reference and telephone number. RCEA
(707) 269-1700
- vi. Location of work Eureka
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2022
- ii. Type of work: Generator Installation
- iii. Contract completion time called for/actual completion time 6 months, 1 year
- iv. Contract price 80,361
- v. For whom performed, including person to call for a reference and telephone number.
City of Fortuna, 707-725-7600
- vi. Location of work Fortuna CA
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a


- i. Year contract awarded 2023 Hooven Co Eureka Bus Garage
- ii. Type of work Electrical installation and troubleshooting
- iii. Contract completion time called for/actual completion time n/a
- iv. Contract price 91,000
- v. For whom performed, including person to call for reference and phone number
Hooven & Co, 707-839-1291
- vi. Location of work Eureka
- vii. Number of stop notices filed 0
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded
- ii. Type of work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notices filed
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff

2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
MB McGowan & Associates	Jon Sullivan	(707) 815 5867

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
 Executed at McKinleyville, California, on June 12, 2024.

Signature of Bidder 
 Name (*print*) Tim Hooven
 Company Hooven & Reese Inc.



END OF SECTION 00 45 14

SECTION 00 45 19 – NON-COLLUSION DECLARATION

The undersigned declares:

I am the Officer of Hooven & Reese, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/12/2024 [date], at McKinleyville [city], CA [state].



Signature of Bidder



Date: 06/12/2024

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

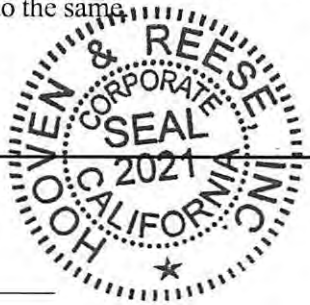
“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



Signature of Contractor



Date: 06/12/2024

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26

SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor



Date: 06/12/2024

END OF SECTION 00 45 48



IFB-24-503 Addendum No.1:

Questions from Bidders:

1. Question: Can RCEA provide the PG&E construction drawings for this project?

Answer: Yes, see attached.

2. Can RCEA provide a copy of the attendee's list from the mandatory pre-bid conference?

Answer: Yes, see attached.

3. Is it possible to substitute an Eaton product for the spec'ed Siemens panel board?

Answer: Yes, it is acceptable to substitute an Eaton product in place of the Siemens product. PG&E has approved the switch gear submittal, so any alternative has to be completely equivalent in meeting all PG&E Greenbook requirements. It is the bidder's responsibility to ensure that the substituted equipment is equivalent.

4. Will contracts for the Redway and Garberville be awarded separately or as one project?

Answer: The contract award will be made as one project that will include all electrical and civil work at both sites.

5. Can RCEA share the plans for the tenant improvement work to be done at the SoHum Health Optometry site at 412 Maple Lane?

Answer: No, the Optometry project is in plan review and plans are not available to the public at this time. The Optometry tenant improvement project will commence after the EV Charger project is complete.

6. Who will set the elevations for the EV Charger project?

Answer: Elevations for the EV Charger project are included in the site plan on Sheet 1.2 and the grading plan on Sheet 2.2. If additional elevations, landmarks, and/or setbacks are required to construct the projects they will be provided by RCEA's engineer.

7. Question: Are the EVCS signage details (detail #10) and signpost details (detail #9) that are shown as "optional" on sheet C1 required for this project.

A handwritten signature in blue ink, located in the bottom right corner of the page.

Answer: No, those signs are not required, please do not include these in your bid.

8. Question: It appears that Note 4 (about residual current detection) Note 5 (max number of stations downstream of an RCD) and Note 7 (about type 2 surge protection from IEC reference) on Sheet E1 all come from ChargePoint's European spec sheets. Are these required for this project?

Answer: No, these provisions are not required for this project, please ignore notes 4, 5, and 7 on Sheet E1. See below for updated E1 notes:

EV CHARGING STATION CONSTRUCTION NOTES:

1. INSTALL CHARGING STATIONS PER MANUFACTURER RECOMMENDATIONS, INSTALLATION INSTRUCTIONS, CEC 2022, AND ALL STATE AND LOCAL BUILDING CODES.
2. RECOMMEND CHARGEPOINT CHARGING STATIONS (OR APPROVED EQUIVALENT). SEE SITE SPECIFIC CIVIL SHEETS FOR SPECIFIC CHARGING STATION MODELS.
3. EV CHARGERS ARE TO BE TYPE 1, LEVEL 2 CHARGERS.
- ~~4. CHARGERS SHALL BE INSTALLED WITH EITHER A RCD (RESIDUAL CURRENT DETECTION) 30mA TYPE B OR A RCD TYPE A 1 6mA RDC-DD (IEC 60361-7-722).~~
- ~~5. A MAXIMUM OF ONE CHARGING STATION CAN BE INSTALLED DOWNSTREAM OF RCD TYPE A (IEC 60364-7-722).~~
6. A DEDICATED CIRCUIT SHALL BE USED FOR EACH CONNECTING PORT ON A CHARGER (IEC 60364-7-722).
- ~~7. EACH CHARGING STATION SUPPLIED BY AN UNDERGROUND ELECTRICAL LINE SHALL BE EQUIPPED WITH AN EARTHING ROD AND BE EQUIPPED WITH A TYPE 2 SURGE PROTECTIVE DEVICE, INSTALLED LOAD SIDE OF THE MAIN SERVICE (IEC 60364-7-722).~~
8. A MEANS OF DISCONNECT INSTALLED IN A READILY ACCESSIBLE LOCATION WITHIN EYESIGHT OF THE CHARGING STATIONS (CEC 625.43).
9. EV CHARGING CABLES MUST NOT EXCEED 25 FEET IN LENGTH AND HAVE NO MID-CORD COUPLINGS (CEC 625.17) AND BE INTERLOCKED TO DE-ENERGIZE WHEN UNPLUGGED FROM A VEHICLE OR SUBJECTED TO STRESS (CEC 625.18).
10. ALL CONDUCTORS AND CONDUIT HAVE BEEN SIZED TO ACCOMMODATE 19KW CHARGING STATIONS. CHARGING STATION EQUIPMENT TO BE SPECIFIED BY LOCATION.

SIGN-IN SHEET FOR PRE-BID CONFERENCE

PROJECT: Installation of EV Charging Stations for RCEA Network -REDWAY & GARBERVILLE
DATE: May 29, 2024. **Time Started:** 9:00 am
MEETING LOCATION: 101 West Coast Rd, Redway and 412 Maple Ln, Garberville CA,

CONTRACTOR/PROPOSER BUSINESS NAME	CONTRACTOR LICENSE NUMBER	ATTENDEE NAME (Please Print)	PHONE NUMBER	EMAIL ADDRESS
Bob Downing Electric	915183	Bob Downing	707 498-4892	bobdowning88@optima
Hoover & Reese Inc.		Seth Adams	707-601-6694	seth@hooverandreece.com
Abundance Builders	1026026 108650	Wesley Hodges	707)874- 1670	Wesleyhodges@optima.c
UNWIRED BB LLC STB Construction	1094031	SCOTT SMITH	(559) 477- 5671	SSM@THEGIT UNWIRED.COM
STB Construction Company, Inc	1113270	Alexandr Dobrianskyi	916-831-8393	info@s-l-r.us
SACTOWN contractors corp	1050461	Yuri Litovchenko	530)786-4583	Info.sactowncontractors @gmail.com
Hankins Group, Inc	968523	Alex Vasquez	530 774 5018	alex.v@hankinsgroupinc.com
AIC Electric	1022669	Daniel Almaraz	661 525 0202	DAlmaraz@ AIC Electric . US
Sequoia Construction	1024201	Dean Lancaster	442-3590	adam@sequoiac adama sequoiac construction.com 17st. com
RHC	—	Tinkler	707 227. 5303	.

MCI

995333

Denny Mobley

707 496 5649

mobleyconst@gmail.com
138



Hooven & Reese, Inc.
 3445 Central Avenue
 McKinleyville, CA 95519

License #1078205
 IR# PW-LR-1000859605

REDWOOD COAST ENERGY AUTHORITY

TIME	12:49	RECEIVED JUN 12 2024 Redwood Coast Energy Authority
RECEIVED BY	Louis	
INITIALS	LR	

BID PROPOSAL:

Installation of EV Charging Stations for RCEA
 Charging Network – Redway & Garberville
 RCEA Project No. IFB-24-503

RCEA
 633 3rd Street
 Eureka, CA 95519

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

RCEA Project No. IFB-24-504

Name of Bidder: Hooven & Reese, Inc.
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: 3445 Central Ave McKinleyville CA 95519

Telephone Number: 707 839 1291

Residence Address: 3445 Central Ave McKinleyville CA 95519

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

RCEA 2024
IFB-24-504

BID FORM
Section 00 41 00 - Page 1

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 6/12/2024
2. Addendum No. Dated
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, Tim Hooven, as an agent for

Hooven & Reese, Inc., declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at McKinleyville, California, on June 21, 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
One Hundred Sixty Six Thousand Five Hundred Sixty Eight dollars and Thirty Six cents	\$ <u>166,568.36</u>
Total Amount in Words	Total

PRICE BREAKDOWN:

Please provide information below to break out the civil and electrical work for easier evaluation. Civil work at Sequoia Park and Redwood Memorial Hospital will include foundations, trenching, backfilling, concrete, paving, signage and striping associated with construction of parking stalls. Civil work at Rohner Park will include foundations, trenching, backfilling, signage and striping associated with designation of parking stalls, no new paving for parking stalls will be required at the Rohner Park site.

Electrical work will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations. Rohner Park site will require a pedestal mounted meter/switchgear per sheet 1.2 of Attachment 1.1.

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Sequoia Park site	\$33,265.83	\$24,579.39	\$57,845.22
Rohner Park site	\$16,246.10	\$17,800.93	\$34,047.03
Redwood Memorial Hospital site	\$54,968.56	\$19,707.55	\$74,676.11
Total Project Cost	\$104,480.49	\$62,087.87	\$166,568.36

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner's Engineer, the following prices shall prevail:

1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is **Bidders Bond**
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

Hooven & Reese, Inc.

Nick Reese, President; David Hooven, Vice President; Tim Hooven, CFO

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with the Act providing for the registration of Contractors:

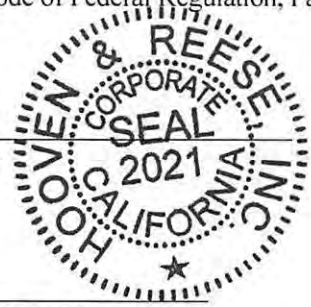
License No.: 1078205 Expiration Date: 07/31/2025
DIR Number: PW-LR-1000859605

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.



Signature of Bidder


6/21/2024
Date

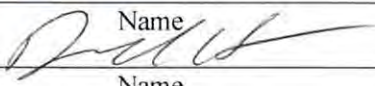


If a Bidder is a Corporation or a Co-partnership:

Hooven & Reese, Inc.
Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:



Name


Name

CFO Title
Vice President Title



If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, Hooven & Reese, Inc. as principal (“Principal”), and Contractors Bonding and Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Ten Percent of Bid Amount Dollars (\$ 10% of Bid Amount), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated 6/21/2024, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

RCEA Project No. IFB-24-504

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 14th day of June, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Hooven & Reese, Inc.
Principal/Contractor

By [Signature]



Title: OFFICER

(Corporate Seal)



Attach Attorney-In-Fact Certificate

Contractors Bonding and Insurance Company
Surety

By [Signature]
Jon Richard Sullivan, Attorney-in-Fact
Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

On June 14, 2024 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan J. McGowan, Jon Richard Sullivan, Karen Rhodes, Tammy Bates, Emmalyn Nichols, jointly or severally

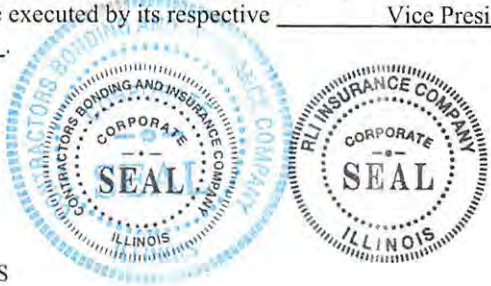
in the City of Novato, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of May, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 20th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of June, 2024.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

RCEA Project No. IFB-24-504

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

1. Firm Name Hooven & Reese, Inc.

2. Address 3445 Central Ave McKinleyville CA 95519

3. Telephone Number 707 839 1291

4. Type of Organization

a. Corporation? Yes No

If yes, list the officers and positions, and the State in which incorporated.

Nick Reese, President; David Hooven, Vice President; Tim Hooven, CFO; Pat Hooven, Officer

If the Bidder corporation is a subsidiary, give name and address of parent corporation.

b. Partnership? Yes No

If yes, list partner names and addresses

General Partners:

Limited Partners:

c. Individual Proprietorship? Yes No

If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?
3 Years
2. How many years of experience does your business have in construction work similar to that called for under this bid? 3 Years
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes No
 - a. If "yes," on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for a reference and telephone number.
 - vi. Location of work
 - vii. Number of stop notices file.
 - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
 - ix. Amount of liquidated damages assessed.
 - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notices filed
 - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - ix. Amount of liquidated damages assessed.
 - c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience

1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

Similar Projects

- i. Year contract awarded 2021
- ii. Type of work: EV Charging
- iii. Contract completion time called for/actual completion time 6 mos, 1.5 years actual (Material Delays)
- iv. Contract price 13,500
- v. For whom performed, including person to call for a reference and telephone number. RCEA
[\(707\) 269-1700](tel:7072691700)
- vi. Location of work Eureka
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2022
- ii. Type of work: Generator Installation
- iii. Contract completion time called for/actual completion time 6 months, 1 year
- iv. Contract price 80,361
- v. For whom performed, including person to call for a reference and telephone number.
City of Fortuna, 707-725-7600
- vi. Location of work Fortuna CA
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2023 Hooven Co Eureka Bus Garage
- ii. Type of work Electrical installation and troubleshooting
- iii. Contract completion time called for/actual completion time n/a
- iv. Contract price 91,000
- v. For whom performed, including person to call for reference and phone number
Hooven & Co, 707-839-1291
- vi. Location of work Eureka
- vii. Number of stop notices filed 0
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded
- ii. Type of work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notices filed
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff

2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
MB McGowan & Associates	John Sullivan	707 815 5867

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
 Executed at McKinleyville, California, on June 21, 2024.

Signature of Bidder _____
 Name (*print*) Tim Hooven
 Company Hooven & Reese, Inc.



END OF SECTION 00 45 14

SECTION 00 45 19 – NON-COLLUSION DECLARATION

The undersigned declares:

I am the Officer of Hooven & Reese, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/21/2024 [date], at McKinleyville [city], CA [state].



Signature of Bidder



Date: 06/21/2024

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



Signature of Contractor

Date: 06/21/2024



In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26

SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor

Date: 06/21/2024



END OF SECTION 00 45 48



Hooven & Reese, Inc.
 3445 Central Avenue
 McKinleyville, CA 95519

License #1078205
 DIR# PW-LR-1000859605

BID PROPOSAL:

Installation of EV Charging Stations for RCEA
 Charging Network – Fortuna & Eureka
 RCEA Project No. IFB-24-504

RCEA
 633 3rd Street
 Eureka, CA 95519

REDWOOD COAST ENERGY AUTHORITY	
TIME	12:52
RECEIVED BY	LOUIS
INITIALS	W
RECEIVED	
JUN 21 2024	
Redwood Coast Energy Authority	



REDWOOD COAST
EnergyAuthority

STAFF REPORT
Agenda Item # 10.1

AGENDA DATE:	June 27, 2024
TO:	Board of Directors
FROM:	Eileen Verbeck, Interim Executive Director
SUBJECT:	Interim Executive Director's Report

SUMMARY

Interim Executive Director Eileen Verbeck will provide updates on topics as needed.

RECOMMENDED ACTION

None. (Information only.)

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