



BOARD OF DIRECTORS REGULAR MEETING AGENDA

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

**November 20, 2024
Wednesday, 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 October 24, 2024, Board Meeting.

4.2 Approve Disbursements Report.

4.3 Accept Financial Reports.

4.4 Accept Quarterly Budget Report for Fiscal Year 2024-2025 Q1.

4.5 Take the following Rural Regional Energy Network North Administrative Actions:

1. Award professional services agreement for RuralREN North regulatory and legal services to the Law Offices of Susie Berlin through December 2027 for a not to exceed value of \$280,000 and authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
2. Award professional services agreement for RuralREN North marketing services to The Engine is Red through December 2027 for a not to exceed value of \$115,500 and Authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
3. Approve Memorandum of Agreement between Redwood Coast Energy Authority, Lake Area Planning Council, Mendocino Council of Governments, and Sierra Business Council for Rural Regional Energy Network North; authorize the Executive Director to execute the Agreement substantially in the form attached hereto as Attachment D on behalf of RCEA; and, in consultation with legal counsel, authorize the Executive Director to approve any future amendments to the Agreement, provided that the amendments do not fundamentally change any material terms of the Agreement or measurably increase risk exposure for RCEA.

5. REMOVED FROM CONSENT CALENDAR ITEMS

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

COMMUNITY CHOICE ENERGY (CCE) BUSINESS - None

6. **OLD BUSINESS** – None.

7. NEW BUSINESS

- 7.1. Presentation on RCEA's Renewable Energy Vehicle Network (REVNet - Information only)

8. STAFF REPORTS

8.1. Interim Executive Director's Report

9. FUTURE AGENDA ITEMS

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

10. ADJOURNMENT

NEXT REGULAR MEETING

Tuesday, December 17, 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:	November 20, 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, Bay Room
1 Marina Way, Eureka, CA 95501**

**October 24, 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 3:32 p.m. Notice of this meeting was posted on October 18, 2024.

PRESENT: Natalie Arroyo, Vice Chair Scott Bauer (arrived 3:46 p.m.), Skip Jorgensen, Kris Mobley, Elise Scafani, Chair Sarah Schaefer, Jack Tuttle (arrived 3:37), Frank Wilson, Sheri Woo. ABSENT: Frankie Myers, Jason Ramos.

STAFF AND OTHERS PRESENT: Regulatory and Legislative Policy Manager Faith Carlson, Finance Specialist Ronnie Chaussé, Power Resources Director Richard Engel, The Energy Authority California Account Director Jaclyn Harr, Board Clerk Lori Taketa, Interim Executive Director Eileen Verbeck.

ORAL AND WRITTEN COMMUNICATIONS

Member of the public Wendy Ring submitted a link to an article on the negative impacts of biomass plant air pollution on children's brains and stated that the Air District approved Humboldt Sawmill Company's permit modification to increase particulate emissions.

CONSENT CALENDAR

- 4.1 Approve Minutes of September 26, 2024, Board Meeting.
- 4.2 Approve Disbursements Report.
- 4.3 Accept Financial Reports.
- 4.4 Accept Quarterly Regulatory and Legislative Policy Engagement Report.
- 4.5 Appoint Elizabeth Burks as RCEA Executive Director, and Approve the Agreement for Employment of Executive Director.
- 4.6 Authorize the Executive Director to Execute the 2024-2027 PG&E Funding Agreement for \$32,178,044 Upon Final Review and Approval by RCEA General Counsel; and, Upon Full Execution, Authorize the Executive Director to Issue Solicitations for Consultant and Subcontractor Services to Implement the Northern California RuralREN in Regions Covered by PG&E funding.
- 4.7 Approve Resolution 2024-14 Approving the Form of and Authorizing the Execution of the Hatchery Road Solar A Feed-In Tariff Power Purchase Agreement with RPCA Solar 5, LLC.

Chair Schaefer asked for items 4.5 and 4.7 to be removed from the consent calendar. There were no public comments nor Board discussion on the remaining consent calendar items.

M/S: Arroyo, Mobley: Approve Consent Calendar items 4.1 through 4.4, and item 4.6.

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

ITEMS REMOVED FROM CONSENT CALENDAR

Incoming Executive Director Elizabeth Burks introduced herself to the Board. Director Woo thanked everyone who served on the recruitment committee. The Hatchery Road Feed-In Tariff power purchase agreement was not ready for approval at this meeting.

M/S: Arroyo, Jorgensen: Appoint Elizabeth Burks as RCEA Executive Director and approve the Agreement for Employment of Executive Director.

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

OLD CCE BUSINESS

6.1. Energy Risk Management Quarterly Report

The Energy Authority California Account Director Jaclyn Harr presented a more positive financial forecast than she presented in the previous quarterly report. Ms. Harr explained the Financial Security Requirement and Market Price Benchmarks, both of which affected RCEA's changed financial outlook. The Power Charge Indifference Adjustment is expected to decrease in 2025, having a positive impact on RCEA's net revenues. The annual net revenue forecast improved for this year through 2026 and the agency's cash reserves are projected to grow steadily under currently forecasted conditions.

The directors asked when its prior renewable energy procurement goals could be reinstated. Staff stated it was premature to resume the more aggressive goals but that the Board will be asked to consider the matter in early 2025. There were no public comments on this item.

M/S: Bauer, Mobley: Accept Energy Risk Management Quarterly Report.

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

6.2. Motion to Reconsider: Statewide Allocation of Carbon-Free Attributes from Diablo Canyon Nuclear Power Plant

Interim Executive Director Verbeck described a CCE business voting process error made at the September Board meeting that may have affected the Board's vote.

M/S: Schaefer, Mobley: Reconsider the Diablo Canyon Power Plant nuclear allocation due to clarification of the CCE voting process required to pass a motion on CCE business.

The motion passed with the following vote. Ayes: Arroyo, Jorgensen, Mobley, Scafani, Schaefer, Tuttle, Wilson. Noes: Bauer. Absent: Myers, Ramos. Abstain: None. Non-Voting: Woo.

Power Resources Director Engel and Regulatory and Legislative Policy Manager Carlson re-explained the history and operation extension of the Diablo Canyon nuclear power plant. Due to very high renewable and carbon-free power prices, staff decided to ask the Board if they would consider accepting the nuclear clean energy credit for a single year, which RCEA's non-nuclear power policy allows as a short-term exception. Staff described potential income of approximately \$500,000 from selling an equivalent volume of RCEA's non-nuclear (i.e. hydro) carbon-free energy credits. Both positive and negative impacts of accepting the allocation were discussed. Accepting the allocation will not reduce customer bills.

The Community Advisory Committee discussed the nuclear allocation in October and voted 8 to 4 with 1 abstention to recommend that the Board accept the nuclear allocation to achieve cost savings. CAC members supported the Board recommendation to add opposition to new nuclear plant development to RCEA's policy platform. The Rio Dell City Council also requested a nuclear allocation presentation and unanimously agreed to support accepting the nuclear allocation due to the financial benefit to RCEA and the community.

Since the September Board meeting, numerous community members submitted written comments both opposing and supporting accepting the nuclear allocation credits. The following community members spoke at this meeting:

Community Advisory Committee members Dennis Leonardi and Deborah Dukes described the committee's discussion. Both supported accepting the nuclear allocation to bolster RCEA's financial situation.

Arcata resident Joanne McGarry opposed accepting the nuclear allocation and supported energy conservation efforts.

The County's Alternate RCEA Director Mike Wilson supported using cost savings from accepting the nuclear credit to fund new renewable energy development.

Cal Poly Humboldt student John Rutter supported accepting the nuclear allocation.

M/S: Mobley, Scafani: Accept the Diablo Canyon nuclear allocation under scenario #2 (cost savings) presented by staff and review whether to continue accepting the allocation each year. Direct staff during the 2025 Board review to report on allocation savings received and receive the Board's direction on allocation of those funds.

The motion passed with the following vote. Ayes: Arroyo, Bauer, Jorgensen, Mobley, Scafani, Tuttle, Wilson. Noes: Schaefer. Absent: Myers, Ramos. Abstain: None. Non-Voting: Woo.

NEW BUSINESS

9.1 Summary of RCEA-Related Climate Action Plan Implementation Measures (Information only)

Regulatory and Legislative Policy Manager Carlson described RCEA's role in the current plan's implementation measures, many of which align with RCEA's strategic plan. There was no public comment on this item.

STAFF REPORTS

10.1 Interim Executive Director's Report (Information only)

Interim Executive Director Verbeck reported that Hoopa Valley and Karuk Tribal Councils both expressed interest in joining RCEA as member agencies. Staff will provide both Councils with information about joining the joint powers authority. The directors requested that the November and December Board meetings be rescheduled. There was no public comment on this item.

Chair Schaefer adjourned the meeting at 5:29 p.m.

Lori Taketa
Board Clerk

DRAFT

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

Type	Date	Num	Name	Memo	Amount
Check	09/10/2024	ACH	VISA	VISA 4133: Aug 2024 Stmt 07/20/2024-08/21/2024	-100.00
Check	09/10/2024	ACH	VISA	VISA 2291: Aug 2024 Stmt 07/20/2024-08/21/2024	-13,595.70
Liability Check	09/13/2024	ACH	Ascensus	Paydate 09/13/24	-13,624.26
Liability Check	09/13/2024	ACH	EDD	Paydate 09/13/24	-7,943.53
Liability Check	09/13/2024	ACH	Internal Revenue Service	Paydate 09/13/24	-35,680.61
Liability Check	09/13/2024	ACH	Ascensus	Paydate 09/13/24	-11,570.60
Bill Pmt -Check	09/13/2024	ACH	Leapfrog Power, Inc	August 2024 RA Invoice	-36,740.00
Bill Pmt -Check	09/13/2024	ACH	CalCCA	2024-2025 PG&E ERRRA Special Assessment	-2,555.18
Bill Pmt -Check	09/13/2024	WIRE	PG&E Voluntary Allocation	Apr 2024 Forecast Price- VA Long & Short term	-111,058.13
Check	09/13/2024	18641	NEM Customer	NEM Account Close Out-Reissued	-50.72
Check	09/13/2024	18642-47	NEM Customers	2024 NEM Yearly Payout-Transitional	-1,775.61
Check	09/13/2024	18648-65	NEM Customers	NEM Account Closeout	-2,883.52
Check	09/13/2024	18666	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240830-2210	-50.00
Check	09/13/2024	18667	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240828-2206	-50.00
Check	09/13/2024	18668	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240827-2200	-50.00
Check	09/13/2024	18669	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240820-2190	-100.00
Check	09/13/2024	18670	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240812-2183	-100.00
Check	09/13/2024	18671	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240827-2198	-200.00
Check	09/13/2024	18672	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240822-2194	-250.00
Check	09/13/2024	18673	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240817-2189	-350.00
Check	09/13/2024	18674	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240811-2182	-700.00
Check	09/13/2024	18675	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240626-2134	-700.00
Check	09/13/2024	18676	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240903-2213	-770.00
Check	09/13/2024	18677	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240628-2141	-800.00
Check	09/13/2024	18678	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240627-2139	-905.00
Check	09/13/2024	18679	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240828-2205	-1,725.00
Bill Pmt -Check	09/13/2024	18680	Aiqueous, LLC	August 2024: Stage 8 Closeout database services	-1,462.50
Bill Pmt -Check	09/13/2024	18681	AT&T	RCAM Router charges: 07/19-08/18/24	-163.00
Bill Pmt -Check	09/13/2024	18682	AT&T	RCAM charges: 08/29-09/28/24	-921.20
Bill Pmt -Check	09/13/2024	18683	AT&T Long Distance	Tollfree charges 08/25 - 09/24/2024	-124.37
Bill Pmt -Check	09/13/2024	18684	Braun Blaising & Wynne	Legal Services - Regulatory -July 2024	-1,398.67
Bill Pmt -Check	09/13/2024	18685	Campton Electric Supply	Chargepoint EVSE equipment for NCRCN	-51,856.00
Bill Pmt -Check	09/13/2024	18686	City of Arcata	Aug 2024 Utility User Tax	-14,563.36
Bill Pmt -Check	09/13/2024	18687	City of Arcata	Aug 2024 Excessive Energy Use Tax	-868.28
Bill Pmt -Check	09/13/2024	18688	Law Offices of Nancy Diamond	Aug 2024 Legal Services	-10,415.60
Bill Pmt -Check	09/13/2024	18689	DocuSign	eSignature Business Pro Edition, 9 seats & Support	-4,780.32
Bill Pmt -Check	09/13/2024	18690	Donald Dame	CCE Consulting services- Aug 2024	-379.75
Bill Pmt -Check	09/13/2024	18691	Fortuna Chamber of Commerce	Fortuna Apple Harvest Festival Booth Rental Fee	-15.00
Bill Pmt -Check	09/13/2024	18692	Humboldt Bay Coffee Co.	Office Coffee-917 3rd St	-34.60
Bill Pmt -Check	09/13/2024	18693	Humboldt HyCycle	August 2024: 1 E-Bike Voucher	-500.00
Bill Pmt -Check	09/13/2024	18694	HWMA	Aug 2024 Dump Fees	-36.56
Bill Pmt -Check	09/13/2024	18695	International Inst. of Municipal Clerks	CMC Program Admission Deposit 2024	-50.00
Bill Pmt -Check	09/13/2024	18696	Keyes & Fox, LLP	August 2024 legal services-ETA & RA	-8,025.00
Bill Pmt -Check	09/13/2024	18697	Kullmann, S.	RuralRen Meeting: Per Diem Meals 9/16-9/18/24	-219.00
Bill Pmt -Check	09/13/2024	18698	Local Worm Guy	Aug 2024 Compost service 633 & 917 3rd St	-108.00
Bill Pmt -Check	09/13/2024	18699	Mission Linen & Uniform Service	Aug 2024 Janitorial Supplies and Services	-28.68
Bill Pmt -Check	09/13/2024	18700	North Coast Cleaning Services, Inc.	Aug 2024 Cleaning Services	-1,090.00
Bill Pmt -Check	09/13/2024	18701	NYLEX.net, Inc.	Parts for Attic Switch Replacement	-1,646.00

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

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/13/2024	18702	Optimum Business-633	633 3rd Phone & Internet access - 08/28-09/27/2024	-1,103.12
Bill Pmt -Check	09/13/2024	18703	Pacific Paper Company	Office Supplies: Paper	-102.67
Bill Pmt -Check	09/13/2024	18704	PG&E Engineering	Rule 29-UG Extension for EVSE at 5201 Carlson Park	-8,798.89
Bill Pmt -Check	09/13/2024	18705	Pierson Building Center	917 3rd St: Facility supplies-mouse traps	-18.55
Bill Pmt -Check	09/13/2024	18706	Recology Humboldt County	Act 061371327, 917 3rd St. Aug 2024	-74.54
Bill Pmt -Check	09/13/2024	18707	Recology Humboldt County	Act 060703330, 633 3rd St. Aug 2024	-110.05
Bill Pmt -Check	09/13/2024	18708	Rennie, J	Mileage reimbursement - Aug 2024	-90.45
Bill Pmt -Check	09/13/2024	18709	Revolution Bicycles	August 2024: 1 E-Bike Voucher	-500.00
Bill Pmt -Check	09/13/2024	18710	Rodriguez, Louis	Mileage & Purchase reimbursement - Aug 2024	-196.08
Bill Pmt -Check	09/13/2024	18711	Taketa, L.	Mileage Reimb & Purchase Reimb-Aug 2024	-90.52
Bill Pmt -Check	09/13/2024	18712	Terry, P.	RuralRen Meeting.: Per Diem Meals 9/16-9/18/24	-219.00
Bill Pmt -Check	09/13/2024	18713	Ubeo Business Services	633 3rd St Printer Charges: 08/06-09/05/24	-170.11
Bill Pmt -Check	09/13/2024	18714	WREGIS	Retired RECs - Qty 126,382	-505.53
Bill Pmt -Check	09/13/2024	18715	Yakovleva, Vera A.	CALCCA Meeting.: Per Diem Meals 9/19-9/21/24	-160.00
Bill Pmt -Check	09/13/2024	18716	Bidwell Consulting Services, Inc.	Service fees for 401a and 457b plans for 2023	-8,650.00
Bill Pmt -Check	09/13/2024	18717	Aiqueous, LLC	2024-25 Powerpath licensing and support	-40,581.33
Paycheck	09/13/2024	ACH	Employees	Payroll	-86,619.77
Bill Pmt -Check	09/16/2024	ACH	The Energy Authority	TEA Invoice #TEA 82024 Aug 2024	-4,513,505.16
Check	09/20/2024	Debit	Umpqua Bank	Service Charge	-181.14
Bill Pmt -Check	09/23/2024	18718	County of Humboldt- Building Dept.	VOID: BLD-2024-60485, ACV Building Permit	0.00
Bill Pmt -Check	09/23/2024	18719	County of Humboldt- Building Dept.	BLD-2024-60485, ACV Building Permit	-15,662.00
Liability Check	09/27/2024	ACH	Ascensus	09/27/24 Payroll	-13,197.43
Liability Check	09/27/2024	ACH	Ascensus	09/27/24 Payroll	-11,633.28
Liability Check	09/27/2024	ACH	CICCS Coalition for Controlling Insurance	Sept 2024 Coverage	-64.94
Liability Check	09/27/2024	ACH	Colonial Life	Oct 2024 Coverage	-2,179.06
Liability Check	09/27/2024	ACH	EDD	09/27/24 Payroll	-7,995.52
Liability Check	09/27/2024	ACH	Internal Revenue Service	09/27/24 Payroll	-36,136.17
Liability Check	09/27/2024	ACH	Keenan	Oct 2024 Coverage	-34,756.02
Bill Pmt -Check	09/27/2024	ACH	CalPine Corporation	Calpine Aug 2024 Costs	-63,947.26
Bill Pmt -Check	09/27/2024	ACH	CivicPlus, LLC	Social Media Archiving Subscription 9/23/24-9/22/25	-4,688.00
Bill Pmt -Check	09/27/2024	ACH	Humboldt Sawmill Co.	August 2024 Electricity Generation	-806,106.48
Bill Pmt -Check	09/27/2024	ACH	Sol Systems LLC	CA PCC3 2024-Qty 31,813	-294,270.25
Bill Pmt -Check	09/27/2024	ACH	Viridity Energy Solutions, Inc.	Tierra Buena RA-September 2024	-16,900.00
Bill Pmt -Check	09/27/2024	WIRE	USDA	Loan Payment Q3-2024	-97,500.53
Liability Check	09/27/2024	18720	Ameritas - Dental	Oct 2024 Coverage	-2,595.16
Liability Check	09/27/2024	18721	Ameritas - Vision	Oct 2024 Coverage	-467.00
Liability Check	09/27/2024	18722	Principal Life Insurance Company	Sept & Oct 2024 Coverage	-266.34
Check	09/27/2024	18723	NEM Customer	2024 NEM Yearly Payout-Reissued	-665.74
Check	09/27/2024	18724	NEM Customer	2024 NEM Payout-Transitional	-296.37
Check	09/27/2024	18725	NEM Customer	2024 NEM Payout-Transitional	-205.96
Check	09/27/2024	18726	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240912-2230	-50.00
Check	09/27/2024	18727	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240910-2223	-100.00
Check	09/27/2024	18728	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240911-2228	-100.00
Check	09/27/2024	18729	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240917-2232	-250.00
Check	09/27/2024	18730	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240813-2187	-250.00
Check	09/27/2024	18731	CCE Customer	CCE Equipment Rebate - Res #CCE-R-240830-2211	-450.00
Check	09/27/2024	18732	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-231212-1765	-725.00
Check	09/27/2024	18733	CCE Customer	CCE Heat Pump Rebate - Res #CCE-R-240808-2178	-900.00

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

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/27/2024	18734	Amazon.com	Monthly billing - Aug 2024	-2,637.38
Bill Pmt -Check	09/27/2024	18735	American Public Power Association	On-Demand Key Act Certificate Training: S. Regli	-2,800.00
Bill Pmt -Check	09/27/2024	18736	Bithell, M.	Sept 2024 Mileage & Purchase Reimb	-37.16
Bill Pmt -Check	09/27/2024	18737	Braun Blaising & Wynne	Legal Services - Regulatory -August 2024	-3,236.97
Bill Pmt -Check	09/27/2024	18738	Carter Properties, LLC	917 3rd Street Office Lease - Oct 2024 rent	-2,375.00
Bill Pmt -Check	09/27/2024	18739	City of Eureka-Water	633 & 917 3rd St Water & Sewer	-364.26
Bill Pmt -Check	09/27/2024	18740	Hilson, D.	Mileage reimbursement - Aug 2024	-31.76
Bill Pmt -Check	09/27/2024	18741	Humboldt Bay Coffee Co.	Office Coffee - 633 3rd	-86.50
Bill Pmt -Check	09/27/2024	18742	Humboldt HyCycle	August 2024: 1 E-Bike Voucher	-1,000.00
Bill Pmt -Check	09/27/2024	18743	Kullmann, S.	RuralRen Meeting.: Lodging & BART 9/16-9/18/24	-509.74
Bill Pmt -Check	09/27/2024	18744	Mission Linen & Uniform Service	Sept 2024 Mat Cleaning Services	-57.36
Bill Pmt -Check	09/27/2024	18745	NYLEX.net, Inc.	Onsite network support services - Oct 2024	-3,690.00
Bill Pmt -Check	09/27/2024	18746	Pacific Paper Company	Office Supplies: PR 2024-09-13_LR	-26.10
Bill Pmt -Check	09/27/2024	18747	Petty Cash	Replenish petty cash for Sept 2024 reimbursements	-29.08
Bill Pmt -Check	09/27/2024	18748	PG&E - ACV	ACV site utilities 07/26-08/26/2024	-320.26
Bill Pmt -Check	09/27/2024	18749	PG&E CCA	Aug 2024 CCE Charges	-21,688.10
Bill Pmt -Check	09/27/2024	18750	PG&E Engineering	Engineering advance for EVSE at 2480 6th St, Eureka	-3,500.00
Bill Pmt -Check	09/27/2024	18751	PG&E EV Account	H St EV station: 08/05-09/03/2024	-347.07
Bill Pmt -Check	09/27/2024	18752	PG&E Office Utility	08/06-09/04/2024 utilities for 917 3rd Street	-336.59
Bill Pmt -Check	09/27/2024	18753	PG&E Office Utility	08/14-09/12/2024 utilities for 633 3rd Street	-1,113.00
Bill Pmt -Check	09/27/2024	18754	Scrapper's Edge	Add E-Bike voucher Gold Seals	-15.27
Bill Pmt -Check	09/27/2024	18755	Terry, P.	RuralRen Meeting.: Mileage & Parking 9/16-9/18/24	-458.81
Bill Pmt -Check	09/27/2024	18756	Times Printing Company	Joint Rate Mailer Postcard w/Postage-qty 56,257	-30,984.53
Bill Pmt -Check	09/27/2024	18757	Times Printing Company	Sept 2024-Move-in Mailer Services	-1,253.47
Bill Pmt -Check	09/27/2024	18758	Winzler, John	Office Lease - 633 3rd St. Oct 2024	-7,946.31
Paycheck	09/27/2024	ACH	Employees	Payroll	-86,387.67
TOTAL					<u>-6,588,281.56</u>

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

	<u>Jul - Sep 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
5 REVENUE EARNED			
Total 5000 · Revenue - government agencies	270,519.52	1,375,000.00	19.67%
Total 5100 · Revenue - program related	3,695,199.74	50,000.00	7,390.4%
Total 5300 · Revenue - interest on deposits	430.27	0.00	100.0%
Total 5400 · Revenue-nongovernment agencies	105,087.50	413,000.00	25.45%
Total 5500 · Revenue - Electricity Sales	<u>18,770,019.77</u>	<u>68,501,255.00</u>	<u>27.4%</u>
Total 5 REVENUE EARNED	<u>22,841,256.80</u>	<u>70,339,255.00</u>	<u>32.47%</u>
Total Income	<u>22,841,256.80</u>	<u>70,339,255.00</u>	<u>32.47%</u>
Gross Profit	<u>22,841,256.80</u>	<u>70,339,255.00</u>	<u>32.47%</u>
Expense			
Total 6 WHOLESALE POWER SUPPLY	14,807,996.18	61,063,849.00	24.25%
Total 7 PERSONNEL EXPENSES	1,062,706.67	5,251,342.00	20.24%
Total 8.1 FACILITIES AND OPERATIONS	321,390.66	979,125.00	32.82%
Total 8.2 COMMUNICATIONS AND OUTREACH	45,853.51	114,150.00	40.17%
8.4 PROFESSIONAL & PROGRAM SRVS			
8400 · Regulatory	47,746.07	164,300.00	29.06%
8410 · Contracts - Program Related Ser	65,117.59	1,418,600.00	4.59%
8420 · Accounting	7,350.00	60,000.00	12.25%
8430 · Legal	33,372.60	185,000.00	18.04%
8450 · Wholesale Services - TEA	211,430.91	817,124.00	25.88%
8460 · Procurement Credit - TEA	33,626.17	639,430.00	5.26%
8470 · Data Management - Calpine	191,508.47	855,276.00	22.39%
8480 · Customer Billing - PG&E	64,961.47	272,714.00	23.82%
Total 8.4 PROFESSIONAL & PROGRAM SRVS	<u>655,113.28</u>	<u>4,412,444.00</u>	<u>14.85%</u>
Total 8.6 INCENTIVES & REBATES	74,110.95	230,000.00	32.22%
Total 9 NON OPERATING COSTS	<u>29,009.91</u>	<u>129,000.00</u>	<u>22.49%</u>
Total Expense	<u>16,996,181.16</u>	<u>72,179,910.00</u>	<u>23.55%</u>
Net Ordinary Income	<u>5,845,075.64</u>	<u>-1,840,655.00</u>	<u>-317.55%</u>
Net Income	<u><u>5,845,075.64</u></u>	<u><u>-1,840,655.00</u></u>	<u><u>-317.55%</u></u>

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

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1060 · Umpqua Checking Acct 0560	948,029.67
1071 · Umpqua Deposit Control Acct 8215	17,124,913.47
1075 · Umpqua Reserve Account 2300	10,000,000.00
1077 · JP Morgan Chase Act 74999	399,967.48
Total Checking/Savings	28,473,210.62
Total Accounts Receivable	1,006,882.16
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-7,451,863.11
1103 · Accounts Receivable-Other	18,468,142.62
1120 · Inventory Asset	18,614.90
1205 · Prepaid Insurance	60,197.34
1210 · Retentions Receivable	27,713.45
Total Other Current Assets	11,122,805.20
Total Current Assets	40,602,897.98
Total Fixed Assets	9,804,575.43
Other Assets	
1700 · Security Deposits	4,201,834.13
Total Other Assets	4,201,834.13
TOTAL ASSETS	54,609,307.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	3,178,743.80
Total Credit Cards	17,022.45
Other Current Liabilities	
2002 · Deposits Refundable	979,170.01
2011 · NEM Escrow Liability	97,711.85
Total 2100 · Payroll Liabilities	181,480.92
Total 2200 · Accrued Expenses	15,056.92
Total Other Current Liabilities	1,273,419.70
Total Current Liabilities	4,469,185.95
Total Long Term Liabilities	6,069,025.48
Total Liabilities	10,538,211.43
Equity	
3900 · Fund Balance	38,226,020.47
Net Income	5,845,075.64
Total Equity	44,071,096.11
TOTAL LIABILITIES & EQUITY	54,609,307.54



STAFF REPORT
Agenda Item # 4.4

AGENDA DATE:	November 20, 2024
TO:	Board of Directors
PREPARED BY:	Lori Biondini, Business Planning and Finance Director
SUBJECT:	Fiscal Year 2024-2025 Q1 Budget versus Actuals Update

SUMMARY

The September 2024 Profit and Loss Budget versus Actual report presented this month reflects RCEA's actual income and expense through the first quarter (Q1) of the 2024-2025 fiscal year. Actuals are generally expected to be at 25% of their respective budgeted amounts, however the cadence of revenue and expenditures can be uneven throughout the year. Staff typically recommends any adjustments to the yearly budget between Q2 and Q3. Based on financial modelling in May 2024, Staff anticipated a budget deficit of almost \$2M this year, however net income is currently \$5,845,076.

Revenue Updates

State Contracts and Grants - \$270,520

This category income is at 20% of the budgeted amount and includes grant funds from the California Energy Commission (CEC) to install new electric vehicle charging stations throughout Humboldt County. This year's total budget includes also includes State funding for solar back-up power for remote fire stations. This revenue is realized on a reimbursable basis as planning and construction occurs (Contracts – Program Related Services and Facilities and Operations).

Programs - \$3,695,200

This category includes revenues collected through RCEA's electric vehicle charging network (anticipated to be around \$50,000 for the year) and is meant to cover network operations and maintenance (Facilities and Operations). This category also includes construction delay damage payments from developer counterparties that failed to meet agreed-upon project milestones (not budgeted for). The largest amount in this category is due to the delayed construction/energy delivery from the Sandrini Solar facility and is meant to offset the cost of replacement energy (Wholesale Power Supply).

Non-Government Contracts - \$105,088

This category is at 25% of the budgeted amount and includes funds for staff to implement the Local Government Partnership program with PG&E (Personnel).

Electricity Sales - \$18,770,020

Revenue from electricity sales is at 27% of the fiscal year budgeted amount, or roughly on target for the year.

Expense Updates

Wholesale Power Supply - \$14,807,996

RCEA's largest expense is at 24% of the budgeted amount, or roughly on target.

Personnel - \$1,062,707

Expenses associated with personnel are at 20% of the budget amount.

Facilities and Operations - \$321,391

This category is at 33% of the budgeted amount and includes CEC-funded electric vehicle charging station construction costs thus far, and annual database licensing and support.

Communications and Outreach - \$45,854

This category is at 40% of the budgeted amount and includes one of two large yearly mailings.

Professional and Program Services - \$655,113

This category is at 15% of the budgeted amount. Savings, so far, are due to reduced energy procurement credit fees (due to higher cash balances), and large construction/Program Related Services expenses that will occur later in the year.

Incentives and Rebates - \$74,111

This category is at 32% of the budgeted amount and includes all electric vehicle purchase rebates, about 40% of the designated heat pump rebates, 16% of the electric bicycle rebates, and 11% of the equipment/appliance rebates.

Non-Operating Costs - \$29,010

This category is at 23% of the budgeted amount and includes debt interest and banking-related fees.

RECOMMENDED ACTIONS

Accept Quarterly Budget Report for Fiscal Year 2024-2025 Q1.

ATTACHMENTS

1. September 2024 Profit and Loss Budget versus Actual*
 2. September 2024 Balance Sheet*
- Included in this Board packet as agenda items 4.3 - 1 and 4.3 - 2.



STAFF REPORT
Agenda Item 4.5

AGENDA DATE:	November 20, 2024
TO:	Board of Directors
PREPARED BY:	Stephen Kullmann, Director of Demand Side Management Eileen Verbeck, Interim Executive Director
SUBJECT:	Rural Regional Energy Network North Administrative Actions: <ul style="list-style-type: none"> • Regulatory and Legal Services Agreement • Marketing Support Services Agreement • Memorandum of Agreement Between RuralREN North partners

Background

The California Public Utilities Commission (“CPUC”) issued Decision D.24-09-031, effective September 26, 2024, that approves the Northern California Rural Regional Energy Network (“RuralREN North”) to deliver energy efficiency programs to underserved rural customers.

RCEA, serving as Lead Portfolio Administrator, is partnering with the Sierra Business Council (SBC), Lake Area Planning Commission (Lake APC), and the Mendocino Council of Governments (MCOG) as the RuralREN North, which will provide seven programs across 17 counties. The RuralREN North programs are described below:

- **Residential Resource Acquisition:** incentives and rebates for energy efficiency and electrification
- **Commercial Resource Acquisition:** incentives and rebates for energy efficiency and electrification
- **Residential Equity:** assessments and other “non-resource” services to public customers
- **Public Equity:** assessments and other “non-resource” services to public customers
- **Codes & Standards:** education and technical resources to increase comprehension of and compliance with California’s Building Energy Efficiency Codes
- **Workforce Education & Training:** accelerates training (upskilling of existing workers and training for new workers) and increases new opportunities for employment
- **Finance:** gap and micro-loans for residential, commercial, and public customers.

Summary

RuralREN North Regulatory and Legal Services

During the August 2023 RCEA Board of Directors meeting, the Board authorized staff to issue solicitations for administrative, marketing, legal, and database support services to assist RCEA in the administration of RuralREN.

RCEA issued RFP-24-602 solicitation for regulatory and legal services for RuralREN North on October 21, 2024. Staff sent the RFP to multiple qualified agencies and posted publicly on our website.

On November 4, 2024, RCEA received only one complete, responsive, and responsible bid from the Law Offices of Susie Berlin. The Law Offices of Susie Berlin’s proposal is for a not to exceed (NTE) budget of \$280,000 for services from 2024-2027. The services include:

1. Provide legal services in support of RCEA as the lead portfolio administrator of RuralREN North,
2. Monitor proceedings, providing advice and counsel, and representing RCEA on legal matters affecting RCEA in the role as lead portfolio administrator,
3. Represent, collaborate and negotiate on behalf of RCEA before regulatory bodies.

The Law Offices of Susie Berlin is uniquely qualified to perform this work, having experience in all aspects of the energy industry, with a particular expertise in energy policy and regulatory advocacy. Staff recommends authorizing RCEA to enter into an agreement with the Law Offices of Susie Berlin for RuralREN North legal services.

RuralREN North Marketing Agreement

During the August 2023 RCEA Board of Directors meeting, the Board authorized staff to issue solicitations for administrative, marketing, legal, and database support services to assist RCEA in the administration of RuralREN.

RCEA issued RFP-24-603 solicitation for marketing services for RuralREN North on October 25, 2024. Staff sent the RFP to multiple qualified agencies and posted publicly on our website.

The scope of work requested included the following three mandatory and two optional tasks:

1. Brand and naming strategy,
2. Develop logo that reflects rural characteristics of broad region,
3. Develop branding kit including font, tone, colors and brand elements
4. Develop website (optional item in the scope of work).
5. Develop Marketing and Outreach Plan (optional item in the scope of work)

RCEA received three responsive proposals by the submission deadline of noon on November 12, 2024. A cost breakdown of the three proposals is shown below:

	SDBX	The Engine is Red			Tangible
Tasks		low	mid	high	
1	\$4,250	\$43,050	\$54,850	\$64,450	\$52,600
2	\$4,620	\$43,675	\$60,700	\$78,000	\$40,500
3	\$3,990				\$52,500
subtotal	\$12,860	\$86,725	\$115,550	\$142,450	\$145,600
4	\$21,420	\$81,700	\$114,525	\$122,075	\$150,000 to \$300,000
5	n/a	\$35,300	\$49,625	\$56,625	\$77,600
Total	\$34,280	\$203,725	\$279,700	\$321,150	\$354,540 to \$497,040

A selection committee consisting of RCEA, SBC, and Lake APC staff interviewed the three firms that submitted by the deadline and selected The Engine is Red, a creative agency located in Santa Rosa, CA, as the most qualified. The Engine is Red has multiple years of experience working with public and private organizations, including Sonoma Clean Power, on multi-faceted creative campaigns that encompass the tasks needed for the RuralREN North. The Engine is Red has the ideal combination of

professional experience with an understanding of the unique needs for delivering energy programs to rural customers, and the committee ranked the quality of their work highest. SDBX provided a significantly lower cost proposal than the other firms, but the committee expressed concerns about their ability to provide the needed services. Staff recommends authorizing staff to enter into a professional services agreement with The Engine is Red for the first three tasks in the scope of work with a not to exceed of \$115,550, based on the mid-range proposal. If staff decides to expand the scope of work to include tasks 4 or 5, an amendment to the agreement will be brought back to the Board of Directors for approval.

RuralREN North Memorandum of Agreement and Bylaws

In May 2021 RCEA entered into a MOU with Association of Monterey Bay Area Governments, The High Sierra Energy Foundation, the San Joaquin Valley Clean Energy Organization, the County of San Luis Obispo, the Sierra Business Council (SBC), and the County of Ventura to collaboratively form a REN. In February 2022 RCEA entered into a MOU with Lake Area Planning Council (Lake APC) and Mendocino Council of Governments (MCOG) outlining the intent to implement REN programs in their regions.

The original MOU's entered in May 2021 and February 2022, will require termination due to the CPUC's Proposed Decision to split the geographical territories. A new agreement is needed to formalize the partnership of Lake APC, MCOG, RCEA and SBC, herein "the partners" in implementing the CPUC funded RuralREN North programs.

Staff is requesting approval to enter into a Memorandum of Agreement and Bylaws with the RuralREN North partners. The attached Memorandum of Agreement and Bylaws have been reviewed by RCEA general counsel.

The MOA outlines a governance structure between the partners. RCEA has been identified by the CPUC as the lead administrator of RuralREN North and will have a responsibility to act as fiscal lead, purchasing and contracting manager, and primary regulatory contact for RuralREN North. All members of RuralREN North will be members of the Governing Partners which will advise and evaluate the performance of the Lead Administrator (RCEA). The Governing Partners will be tasked with the development and approval of RuralREN North's annual strategy and portfolio plan and annual portfolio-level budget. The Governing Partners, including RCEA's Executive Director on behalf of RCEA, will have the authority to make changes to the Bylaws as deemed necessary, but any changes to the MOA would have to be approved by RCEA's Board of Directors.

FINANCIAL IMPACTS

The total 2024-2027 budget in the Proposed Decision for RREN-North is \$33,139,078. Much of this will be pass through funds for implementation in the partners' respective territories. While final distributions of budgets between the RuralREN North partners still need to be established and will be brought back to the RCEA Board as a budget adjustment at the December meeting, RCEA's share is approximately \$6.85M for program implementation, \$2.7M for administration, and \$1.6M for marketing. The cost of executing the contracts with the Law Offices of Susie Berlin and The Engine is Red will be cost neutral for RCEA, as it will be covered by RuralREN North administration and implementation funds.

EQUITY IMPACTS

RENs in general, and the RREN North particularly, are designed to reach customers that otherwise are not being reached by existing ratepayer funded programs.

RECOMMENDED ACTIONS

1. Award professional services agreement for RuralREN North regulatory and legal services to the Law Offices of Susie Berlin through December 2027 for a not to exceed value of \$280,000 and authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
2. Award professional services agreement for RuralREN North marketing services to The Engine is Red through December 2027 for a not to exceed value of \$115,550 and Authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
3. Approve Memorandum of Agreement between Redwood Coast Energy Authority, Lake Area Planning Council, Mendocino Council of Governments, and Sierra Business Council for Rural Regional Energy Network North; authorize the Executive Director to execute the Agreement substantially in the form attached hereto as Attachment D on behalf of RCEA; and, in consultation with legal counsel, authorize the Executive Director to approve any future amendments to the Agreement, provided that the amendments do not fundamentally change any material terms of the Agreement or measurably increase risk exposure for RCEA.

ATTACHMENTS

- A. Law Offices of Susie Berlin Response to RFP-24-602.
- B. Legal Services Agreement between RCEA and the Law Offices of Susie Berlin.
- C. The Engine is Red Response to RFP-24-603.
- D. MOA and Bylaws between RCEA, Lake APC, MCOG, and SBC for RuralREN North.

**STATEMENT OF QUALIFICATIONS AND PROPOSAL TO
PROVIDE REGULATORY AND LEGAL SERVICES TO THE
NORTHERN CALIFORNIA RURAL REGIONAL ENERGY
NETWORK**

*1346 The Alameda, Suite 7, #141
San Jose, CA 95126
berlin@susieberlinlaw.com*

November 4, 2024

LAW OFFICES OF SUSIE BERLIN

1346 The Alameda, Suite 7, #141
San Jose, CA 95126
berlin@susieberlinlaw.com

**STATEMENT OF QUALIFICATIONS AND PROPOSAL TO
PROVIDE STATE REGULATORY LEGAL SERVICES**

The LAW OFFICES OF SUSIE BERLIN appreciates the opportunity to provide this Statement of Qualifications and Proposal in response to the “*Request for Proposal for Regulatory and Legal Services for the Northern California Rural Regional Energy Network*” (RFP) issued by the Redwood Coast Energy Authority (RCEA) on October 21, 2024.

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A. EXECUTIVE SUMMARY

For more than 25 years, Susie Berlin has been providing high quality and timely legal service to public agency clients throughout California, making the LAW OFFICES OF SUSIE BERLIN ideally situated to provide RCEA and the Northern California Rural Regional Energy Network (RuralREN North) with quality representation and advocacy before the state's regulatory bodies, and in conjunction with legislative and regulatory matters. Ms. Berlin has a breadth of knowledge and experience regarding all aspects of the energy industry, with a particular expertise in energy policy and regulatory advocacy. By developing relationships with agency staff and leadership, Ms. Berlin has played an instrumental role in helping to frame regulations for the benefit of her public power agency clients, and in particular those in the energy sector. Ms. Berlin has worked extensively with staff from the state's regulatory agencies, including the California Public Utilities Commission (CPUC), California Energy Commission (CEC), and the California Air Resources Board (CARB). Ms. Berlin's practice focuses on collaboration with staff, regulatory agencies, and IOU and POU counterparts.

The Firm understands that RCEA is looking for counsel to provide legal and regulatory assistance to RCEA in their role as the lead program administrator for RuralREN North, and in particular to focus on compliance matters before the CPUC. In order to advance RCEA's regulatory priorities, protect utility ratepayers (and in particular those that are most vulnerable), and ensure that RCEA and the RuralREN North partners are able to provide efficient and cost-effective energy efficiency programs throughout the region, advocacy will be required across all of the state's energy regulatory agencies. Those efforts will also require consensus building and ongoing education partner agencies to balance varied interests. Moving forward, achieving the state's clean energy and environmental goals will require substantial changes to the existing energy landscape, making the relationships and reputation developed at the regulatory agencies increasingly important. Ms. Berlin's knowledge of the issues at play, her ability to work with client staff and partners, as well as collaboratively with other stakeholders, enable her to effectively advocate for RuranREN North's regulatory policies and priorities required in the Scope of Services.

Signed:


Owner

Print Name: C. Susie Berlin

Date: 04 November 2024

B. COMPANY INFORMATION

The LAW OFFICES OF SUSIE BERLIN represent public agency clients in a variety of energy and utility matters, both regulatory and transactional. The Firm's owner, Susie Berlin has over 25 years of experience representing publicly owned utilities before California's regulatory agencies. The Firm has represented joint powers agencies, publicly owned utilities, municipalities, irrigation districts, counties, community college districts, and private sector clients in connection with issues dealing with: development of regulations impacting publicly owned electric utilities; advising on the implications of proposed or pending legislation and regulations; review of energy efficiency and public benefits programs; regulatory monitoring; compliance advising; retail utility operations; development of utility rules and regulations, compliance plans, compliance reports; energy development transactions; and energy related litigation. The Firm provides legal advice to public agency councils, boards, and advisory committees. Ms. Berlin is a sole proprietor that has consistently and reliably attended to the needs of her clients throughout her career.

While the Firm does not currently have any formal alliances with other law firms, consultants, or subcontractors, Ms. Berlin has extensive experience working in collaboration with other attorneys and subject matter experts in the course of representing her clients, including in contractual and regulatory matters that require such teamwork, both formally and as part of informal alliances. Ms. Berlin has successfully brought in other firms to work in partnership with the Firm on specific cases, maximizing the value and expertise provided to her clients. She has also been brought in to assist and guide other firms on specific regulatory and advocacy issues. Ms. Berlin has participated in forming coalitions around key electricity sector issues, which allows clients to leverage influence and effect better outcomes on critical issues.

Ms. Berlin's advocacy includes leading utility efforts at the CARB in formulating the allowance allocation proposals at the inception of the state's Cap-and-Trade Program. In doing so, Ms. Berlin worked to ensure that public agency electric utilities received recognition for their past efforts in reducing greenhouse gas (GHG) emissions, as well as acknowledgement of the burden that increased reductions would put on utility ratepayers. Likewise, Ms. Berlin was an ardent advocate before the CEC in development of regulations implementing California's Renewables Portfolio Standard (RPS) requirement for publicly owned utilities, as well as in framing amendments to the regulation that protected the existing resource investments made by public agency utilities. Before the CPUC, Ms. Berlin has consistently represented the interests of public agency clients on issues related to investor-owned utility (IOU) rates, charges, and program developments. Ms. Berlin has also been active before the Wildfire Safety Advisory Board (WSAB) since that body's creation in 2019, ensuring that the unique nature of public power utilities was consistently distinguished from that of the IOUs and other CPUC-jurisdictional entities.

Conflicts of Interest

The Firm has not worked directly on behalf of any energy efficiency portfolio administrators, and therefore can commit to providing the scope of services without any conflicts of interest. The Firm is not aware of any conflicts with any current or past members of the Firm or other clients that would preclude the LAW OFFICES OF SUSIE BERLIN from providing the requested legal services. We are also unaware of any potential conflicts that may arise. The Firm diligently reviews the potential scope of services for new clients or expanded services for existing clients for potential conflicts. Our conflict of interest policy is designed to identify not just those conflicts which are prohibited by the California Rules of Professional Conduct, but those potential conflicts

which may be inconsistent with our duties to represent our clients' best interests. Our goal is to avoid even the appearance of divided loyalties. The Firm shall provide advanced written notice of any professional relationships that may present a conflict of interest with work done for RCEA. The Firm is committed to providing high quality legal and regulatory services and free of conflicts of interest.

C. STATEMENT OF QUALIFICATIONS

As more fully addressed above and detailed in Ms. Berlin's resume, the Firm is ideally suited to monitor legislative and regulatory matters relevant to RCEA, the RuralREN North, and its partners and provide high quality representation and advocacy before the state's regulatory agencies. The Firm has wide-ranging experience working with public agency clients and representing their interests before the state's regulatory bodies. Ms. Berlin also has considerable experience working collaboratively with other stakeholders on resolution of issues for the best interests of our clients, which is particularly relevant to providing the Scope of Services since both new regulations and amendments to existing regulations designed to implement the state's clean energy, environmental, and social justice goals will require ardent advocacy and negotiations with the regulatory agencies and other impacted stakeholders. The latter is particularly relevant in the context of furthering an understanding of the efforts necessary to provide cost-effective services to those hardest to reach electricity customers in northern California. The relationships Ms. Berlin has established with personnel representing the regulatory agencies, other members of the public power community and energy sector, and other stakeholder interests, facilitate the Firm's ability to advance our clients' interest and work toward an optimal outcome. For the last two decades, Ms. Berlin has been an active participant in California Municipal Utilities Association (CMUA) regulatory matters, co-authoring and advising CMUA counsel on pleadings and filings before the CPUC, CEC, CARB, and WSAB. Ms. Berlin takes great pride in her responsiveness to the unique needs of public agency clients and ability to work jointly with public agency management and staff, as well as their retained legal, technical, and financial consultants in a team approach.

The Firm has considerable experience tracking proceedings and developments at the CEC, CPUC, CARB, and WSAB, and actively participating in those proceedings when warranted. Ms. Berlin has also assisted counsel advising on matters before the Federal Regulatory Energy Commission (FERC). The Firm's experience in regulatory practice covers all aspects of agency proceedings, including development of new regulations, intervening in investor-owned utility ratemaking proceedings, administrative litigation, and regulatory compliance. Ms. Berlin has practiced – both formally and informally – before California's energy agencies for some time, covering a broad range of issues. Recent activities have focused on matters related to climate change; development of the 2022 AB 32 Scoping Plan Update; implementation of policies and regulations related to California's clean energy goals and objectives, including renewable energy mandates and implications of Senate Bill 100, the 100 Percent Clean Energy Act of 2018; wildfire mitigation plan related activities and regulations, including advocacy before the WSAB; and the impacts of legislation and regulations on California's publicly agencies and electricity sector.

Ms. Berlin's expertise in energy law includes vast experience addressing compliance matters affecting small public power agencies and publicly owned utilities, as well as electric cooperatives. Our regulatory advocacy and counsel for public agency clients includes regulatory policy development and legal strategies. Our regulatory practice has encompassed all aspects of the implementation of the state's greenhouse gas and climate policies. Ms. Berlin represented public agency clients in the state's first regulatory proceedings to implement the provisions of Senate Bill 32, the California Global Solutions Warming Act of 2008, including developing of the first-ever Climate Change Scoping Plan and development of the groundbreaking California Cap-and-Trade Program regulation, and CARB's mandatory reporting regulation. The LAW OFFICES OF SUSIE BERLIN has continued to represent public agency energy and electricity sector clients in matters specific to development of the AB 32 Scoping Plan Updates, including the most recent 2022 Update

and development of the Advanced Clean Fleets regulation and amendments to the state's landmark Cap-and-Trade Program regulation. The Firm has represented California joint powers agencies, including at the CEC and CPUC in development of the regulations implementing the emissions performance standard for electric generation facilities mandated by Senate Bill 1368. The Firm has worked with publicly owned utility clients on compliance with the emissions performance standard regulation and again represented their interest in subsequent rulemakings that attempted to expand the scope of the emissions performance standard regulation.

Ms. Berlin understands that the scope of the representation and legal service may vary over time, dependent on the developments and changes in statewide and national policies and mandates, and their potential impacts on RuralREN-North, and that the scope of such work may require additional resources. Ongoing proceedings before the regulatory agencies that directly impact RuralREN-North's interests change over time; some may become more relevant while others may be less so based on policy changes or implications occurring outside the proceeding itself. At the same time, new matters may arise that were not previously contemplated, giving rise to potentially new proceedings or other agency actions. For this reason, it is critical to continuously monitor regulatory and legislative activities. The Firm has the necessary experience and expertise to assess these activities for their potential import to the interests RuralREN-North.

Having previously served in city government, the Firm is familiar with the public agencies, the specific protocols traditionally associated with outside counsel, and the public record and open meeting laws that govern public power entities in their day-to-day operations. Ms. Berlin has worked in the public power sector since the passage of Assembly Bill 1890, the Electric Utility Industry Restructuring Act of 1996, beginning her career working for the City of Santa Clara at a time when the state's entire electric utility industry was undergoing a major transformation and deregulation. Since that time, she has gone from advising clients on the shifting dynamics of the electric industry, including matters pertaining to direct access, reciprocity, and utility departing load exit fees, to advancing POU priorities by shaping the implementation of legislation and regulations to protect Public Power interests.

For example, at the CEC, Ms. Berlin led the publicly owned utility effort to ensure that the then-newly adopted emissions performance standard was set at a level that would not adversely impact the existing natural gas-fired generation and also developed regulatory provisions that ensured public agencies had a path to maintain their generation investments without stranding assets. Those advocacy efforts also extended to the CPUC, where the EPS adopted by that regulatory body was ultimately aligned with the rate adopted by the CEC. Before CARB, working with the nascent Joint Utilities Group that Ms. Berlin spearheaded, she helped to frame the original Cap-and-Trade Program allowance allocation proposal that would result in a source of funding for publicly owned utilities to defray the costs of cap-and-trade compliance and develop programs to reduce greenhouse gas emissions for electricity customers.

Ms. Berlin is properly licensed to practice law in California, and assures that any additional attorneys, firms, or consultants approved by RCEA to work in collaboration with the Firm under an agreement with RCEA will be duly licensed. Further, the LAW OFFICES OF SUSIE BERLIN maintains Lawyers Professional Liability Insurance coverage in the amounts required by RECA. Ms. Berlin's resume is attached hereto as **Attachment 1**.

D. REFERENCES

<p>Northern California Power Agency</p>	<p>Ongoing</p>	<p>Jane Cirrincione, Assistant General Manager for Legislative and Regulatory Affairs Jane.Cirrincione@ncpa.com</p> <p>Scott Tomashefsky, Manager, Regulatory Affairs scott.tomashefsky@ncpa.com</p> <p>651 Commerce Drive Roseville, CA 95678</p> <p>916-781-3636</p>
<ul style="list-style-type: none"> • Regularly monitor regulatory proceedings at the CPUC, CARB, and CEC for impacts on NCPA and its member utilities; • Represent NCPA at the CPUC, CEC, and CARB as warranted; • Provide advise and counsel on regulatory compliance; • Advocacy before the state’s regulatory agencies, and counsel on regulatory policy development; • Track regulatory developments on wide range of issues and advise on developments and potential implications for NCPA and its members; • Actively monitor, provide advocacy and counsel on matters related to development of state mandated Wildfire Mitigation Plans and electric utility de-energization protocols; • Advocacy at CARB related to climate change measures, cap-and-trade program, Advanced Clean Fleets. 		
<p>M-S-R Public Power Agency</p>	<p>Ongoing</p>	<p>Martin R. Hopper, General Manager msr.general.manager@gmail.com</p> <p>P.O. Box 4060 Modesto, CA 95354</p> <p>408-307-0512</p>
<ul style="list-style-type: none"> • Represents M-S-R before the CEC, CARB, and CPUC on various aspects of California regulatory compliance; • Actively monitor CEC proceedings related to renewable portfolio standard, SB 100 implementation; • Participate in advocacy, filings, and negotiations related to regulations; • Advocacy before CARB and CEC in matters regarding implementation of the state’s clean energy and greenhouse gas reduction policies, most notably the changing renewable energy mandates, implementation and compliance with emissions performance standards for electric generation facilities; 		

<ul style="list-style-type: none"> Participate in industry-wide working groups on behalf of M-S-R, including discussions within the California Municipal Utilities Association and the Joint Utilities Group 		
City of Santa Clara; Silicon Valley Power	Ongoing	Steve Hance ; Senior Electric Division Manager, Resources and Strategic Planning; shance@SantaClaraCA.gov 1500 Warburton Avenue Santa Clara, CA 95050 408-615-6691
<ul style="list-style-type: none"> Represent the City in CMUA attorney calls, report on same; Monitor and report on CEC Integrated Energy Policy Report workshops and deliberations; provide counsel and recommendations related to same; Collaborate with city employees on development of public purpose programs; negotiate agreements related to same; Draft electric utility rules and regulations; represent the City in matters related to natural gas rates and infrastructure; Work with client on NCGC matters; Participate in City legal team in support of a study for the siting and construction of a 230kv connection between Santa Clara’s electric system and PG&E’s Los Esteros Substation; Assisted SVP staff in the negotiation and drafting of a construction agreement between PG&E and the City for the PG&E interconnection facilities at Santa Clara’s Northern Receiving Station, utilizing a portion of PG&E’s Nortech-Kifer transmission line. 		

E. PROJECT FEE PROPOSAL

The LAW OFFICES OF SUSIE BERLIN proposes to bill RCEA for all attorney time providing legal services as described in the RFQ on an hourly basis, at an hourly rate of \$425. The Firm anticipates a 7% fee escalation in 2026.

The Firm may from time to time propose billing rates for personnel that may be added to the Firm, including additional associates, but such personnel shall not be assigned to perform work for RCEA without prior written notice and approval. Fees and expenses for services performed by retained consultants, subcontractors, experts, or other personnel or firms shall not be billed by the Firm without the prior written approval of the General Manager of RCEA.

In addition to compensation for hourly fees, the Firm shall be entitled to reimbursement for out-of-pocket costs and expenses actually incurred during the course of representation of RECA. The Firm shall not charge any mark-up for reimbursable expenses.

F. SIGNATURE

This *Statement of Qualifications and Proposal for Regulatory and Legal Services* is submitted in response to the RFP issued by RCEA on October 21, 2024, and shall be valid until February 2, 2025 (ninety (90) days following the deadline for submittal of proposals).

Signature:



C. Susie Berlin

berlin@susieberlinlaw.com

Dated:

04 November 2024

ATTACHMENT 1

Resume of C. Susie Berlin

C. SUSIE BERLIN

1346 The Alameda, Suite 7, #141
San Jose, CA 95126
berlin@susieberlinlaw.com

Ms. Berlin has extensive experience representing clients in a wide variety of transactional, litigation, and regulatory matters, with an emphasis on regulatory proceedings before the state's various energy agencies. For more than 25 years, Susie Berlin has been providing high quality and timely legal representation and advocacy for cities, districts, joint powers agencies, and private sector clients throughout California on a wide range of issues dealing with retail utility operations, energy development transactions, implementation of statutory mandates, climate programs, regulatory monitoring and compliance, and energy related litigation. Ms. Berlin has a breadth of knowledge and experience regarding all aspects of the energy industry, with a particular expertise in energy policy and regulatory advocacy. By developing relationships with agency staff and leadership, and working closely with client staff and subject matter experts, Ms. Berlin has played an instrumental role in helping to frame regulations for the benefit of her public power agency clients, and in particular those in the energy sector. Before the California Public Utilities Commission (CPUC), Ms. Berlin has consistently represented the interests of public agency clients on issues related to investor-owned utility (IOU) rates and charges, programs and measures, and codes and standards. Ms. Berlin has also led utility efforts at the California Air Resources Board (CARB) in formulating the allowance allocation proposals at the inception of the state's Cap-and-Trade Program. In doing so, Ms. Berlin worked to ensure that electric utilities received recognition for their past efforts in reducing greenhouse gas (GHG) emissions, as well as acknowledgement of the burden that increased reductions would put on utility ratepayers. Likewise, Ms. Berlin was an ardent advocate before the California Energy Commission (CEC) in development of regulations implementing California's Renewables Portfolio Standard (RPS) requirement for publicly owned utilities, as well as in framing amendments to the regulation that protected the existing resource investments made by her clients. Ms. Berlin has also been active before the Wildfire Safety Advisory Board (WSAB) since that body's creation in 2019, ensuring that the unique nature of public power utilities was consistently distinguished from that of the IOUs and other CPUC-jurisdictional entities.

Energy and Public Agency Regulation and Compliance

- Represent clients and public power interest in proceedings before a broad range of regulatory agencies and boards, including the California Public Utilities Commission (CPUC), the California Energy Commission (CEC), the California Air Resources Board (CARB), the Office of Energy Infrastructure Safety (OEIS), and Wildfire Safety Advisory Board (WSAB).
- Represent clients in matters regarding implementing California's clean energy and climate policies: advocacy before CARB, the CPUC, CEC, OEIS, and other state agencies in connection with the development of regulations; draft proposals and responses to agency filings; advise on compliance matters; assist with drafting revisions and comments on draft regulations; research and preparation of legal opinions regarding impacts and implementation matters.
- Ongoing representation and advocacy before the CPUC on matters related to PG&E natural gas transmission rates and natural gas transportation cost allocation and rate structure; advocate for POU and gas-fired generators' interests in proceedings regarding natural gas infrastructure policies, decommissioning, and future uses.
- Ongoing representation and advocacy at the CPUC regarding clean energy programs and

mandates.

- Ongoing representation and advocacy at CARB, including on matters related to development of the 2022 Scoping Plan Update, Insulated Switchgear Regulations, and the Advanced Clean Fleets regulation.
- Work with clients and CEC staff on proposed amendments to regulations regarding the Power Source Disclosure Program, and Load Management Standards; monitor and report on developments at the CEC related to implementation of SB 100 Clean Energy Goals, and the Integrated Energy Resource Plan.
- Participate in Joint Utility Group discussions and collaboration on advocacy related to protecting electric utility interests.
- Closely monitor and report on the AB 32 Environmental Justice Advisory Committee, and statewide deliberations and activities aimed at ensuring energy equity.
- Work with clients on the development of wildfire mitigation plans; advocacy before the WSAB; monitoring of OEIS deliberations related to statewide fire management policies and standards.
- Representation regarding California's Renewable Electricity Standards (RPS): review program revisions and amendments; research and preparation of legal opinions regarding impacts and implementation; advocacy before state agencies; development of necessary program documents; review and negotiate renewable energy contracts; work with staff and agency commissioners in the development of proposed rules and regulations; research and preparation of legal opinions regarding impacts and implementation matters; work on matters regarding RPS penalties and enforcement.
- Work with CEC, publicly owned utilities, and environmental groups on implementation of emissions performance standard applicable to publicly owned utilities.
- Collaboration with client legislative staff and lobbyists on proposed legislation: draft proposed amendments; collaboration on implications; legal research regarding impacts and alternatives.
- Review and assessment of the proposed Environmental Protection Agency's Clean Power Plan relevant to state implementation: meetings with EPA and CARB staff; review and assessment of CARB proposals for implementation; comments; hearings.
- Represent publicly owned utilities before the CPUC regarding PG&E gas transmission and storage rate cases; settlement discussions; sponsor testimony; hearings and cross-examination; briefings; meetings with Commissioners, advisors, and parties; work with clients on negotiated rate agreements.
- Ongoing monitoring of regulatory agency proceedings relevant to developments and changes in statewide and national policies and mandates, and their potential impacts on the electric industry, publicly owned utilities, and clients' interests.

Municipal, Energy and Utility Law

- Represent clients in connection with landfill gas projects; including negotiation of a lease and gas purchase agreement, power purchase agreement, and interconnection agreement.
- Represent client in project development, resource supply, and transmission issues, including siting and licensing of renewable energy power plants.
- Negotiate wholesale power trading contracts, netting agreements, and guarantees; facilitated in contract administration of wholesale power trading and netting agreements under the WSPP (WSPCC), and various EEI form agreements; oversee and facilitate risk management monitoring relevant to wholesale power trading.
- Legal and energy advisor to for cities seeking to establish new electric utilities; activities include negotiation of management agreements for the development, operations, and maintenance of

- municipal greenfield utilities; negotiating construction, operation, and power sales agreements on behalf of newly developed municipal electric utilities.
- Legal and energy advisor for client participating as a member of a joint powers agency in connection with the development of a power generation facility; negotiating construction, operation, and power sales agreements.
 - Draft city resolutions, ordinances, and regulations; draft electric utility rules and regulations; negotiation, drafting and enforcement of public agency contracts and applicability of the California Public Contracts Code; drafted extensive service tariffs and customer service regulations.
 - Development and administration of municipal utilities' public benefits program; negotiation of third-party contracts for expenditure of funds; review proposals and agreements for program; analysis of project eligibility.
 - Research and preparation of legal opinions on a wide variety of public law issues, including state and federal preemption, California Environmental Quality Act, and employment law.
 - Counseling of public agency clients on matters such as municipal utility ratemaking authority and utility users' taxes.

Education

Golden Gate University School of Law, J.D., 1995

Cal Poly, San Luis Obispo, B.S., 1992; Major: Agribusiness; Concentration Policy

Bar Admissions

State of California (State Bar no. 181498)

United States District Court for the Northern District of California

United States District Court for the Eastern District of California

Organizations and Affiliations

Conference of California Public Utility Counsel (CCPUC)

Association of Women in Water, Energy and Environment (AWWEE): Member, Event Planning Committee

Energy Bar Association: Director, Western Chapter; Member, Electricity Steering Committee

American Public Power Association (APPA)

California Municipal Utilities Association (CMUA)

Power Association of Northern California (PANC)

American Agricultural Law Association (AALA)

Women in Energy

Hellenic Law Society of Northern California

Sigma Alpha, Professional Sorority for Women in Agriculture: Past National Board Member

St. Basil the Great Greek Orthodox Church; Member, Parish Council

Personal

Outside of work, Ms. Berlin likes spending time with her family and Boxer dogs. She enjoys biking, gardening, camping, and reading. She is active in efforts to raise awareness of Parkinson's Disease and fundraising efforts to find a cure for PD as soon as possible, and has served as an advocate on behalf of the Michael J. Fox Foundation for Parkinsons Research. She serves on the board for her local water agency and is active member of the Greek Orthodox Church and community.

**LEGAL SERVICES AGREEMENT BY AND BETWEEN
LAW OFFICES OF SUSIE BERLIN
AND REDWOOD COAST ENERGY AUTHORITY**

This Legal Services Agreement, effective as of _____, 2024, is entered into by and between **Redwood Coast Energy Authority**, (hereinafter "Client") and **Law Offices of Susie Berlin**, a sole proprietorship engaged in the practice of law in the State of California (hereinafter "Law Offices").

Client and Law Offices hereby agree as follows:

1. **SERVICES** Client hereby retains Law Offices to represent Client and provide legal services in support of Client's role as the lead portfolio administrator of Northern California Rural Regional Energy Network (NCRREN). NCRREN may also be referred to as Rural REN-North or RREN-North. Such services may be directed orally or in writing, from time to time to officers or authorized representatives of Client. Such services may include, but are not limited to, monitoring proceedings, providing advice and counsel, and representing Client on legal matters affecting Client's stated interests and role as the portfolio administrator for NCRREN in such proceedings before the California Public Utilities Commission (CPUC). Such representation may also include representation of Client on legal matters, collaboration, and negotiations affecting Client's stated interests at the CPUC, as well as before other regulatory bodies, including the California Energy Commission and California Air Resources Board; representation in judicial proceedings in state and federal court, before regulatory agencies, other dispute resolution tribunals, and before administrative agencies; legal research, contract negotiation, review, and drafting. Law Offices further agrees to perform such legal services for and on behalf of Client and to undertake, subject to the approval of Law Offices, such additional duties as may be authorized by Client from time to time under the terms and conditions set forth herein. Law Offices further agrees to complete such services within the time limits mutually determined to be acceptable to Law Offices and Client.

2. **COMPENSATION** Client agrees to pay Law Offices an amount Not to Exceed two hundred eighty thousand dollars (\$280,000.00) for the period beginning on the effective date and ending on December 31, 2027, for all work performed pursuant to this Agreement, in accordance with the provisions of Paragraph 3 – Fees and Paragraph 4 – Expenses.

3. **FEES** For services performed pursuant to this Agreement, Firm will be compensated at the following hourly rates:

Susie Berlin	\$425
Associates	\$390
Paralegal Services	\$150

Fees for services performed by retained consultants, subcontractors, experts, or other personnel may be billed to Client only if approved in writing by Client. Client and Law Offices understand and agree that, to the extent Law Offices performs the identical services described herein for other clients of Law Offices, the fees and expenses payable hereunder shall reflect only Client's pro-rata share of the hours spent and expenses incurred by Law Offices in the performance of such services.

4. **EXPENSES** In addition to compensation for fees, Client shall reimburse Law Offices for the amount of out-of-pocket costs and expenses actually incurred by the Law Offices in the representation of Client. Out-of-pocket expenses include, but are not limited to, all travel expenses, lodging, filing fees, transcript costs, notary fees and other expenses incurred on behalf of Client.

5. REVISION OF RATES Notice of any proposed increase in the approved hourly rates for services rendered hereunder will be given no later than thirty (30) days prior to the effective date of that increase, provided however that no rate increases shall occur until after June 30, 2026. No proposed increase will become effective if, prior to its effective date, Client notifies Law Offices of objections thereto. In the event a timely notice of objection to any proposed increase is given, Law Offices and Client shall attempt to reach agreement concerning future hourly rates. If agreement is reached, the rates agreed upon shall be applicable as of the date agreed upon. If after a reasonable period the parties are unable to reach agreement, either party may advise the other in writing that this Agreement is terminated.

6. INVOICES Law Offices will provide monthly invoices to Client for all fees and expenses, which invoice shall clearly state the basis thereof. The fee portion of the invoice shall include the amount, rate, the pro-rated basis for calculation if any, or other method of determination of Law Office's fees and costs. Invoices shall be payable within thirty (30) days of receipt.

7. TERMINATION Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Law Offices may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Law Offices under the Rules of Professional Conduct of the State Bar of California; and further provided that, in the event of termination, the amount due Law Offices for services rendered and costs and expenses incurred prior to termination shall remain due and payable.

8. NOTICES All notices, invoices, reports or other communication to the parties shall be properly given if delivered in person, electronic mail, or sent by First Class mail or overnight delivery and addressed as follows:

If to Client: Redwood Coast Energy Authority
 Attention: Eileen Verbeck
 633 3rd Street
 Eureka, CA 95501
 everbeck@redwoodenergy.org

If to Law Offices: Law Offices of Susie Berlin
 1346 The Alameda, Suite 7, #141
 San Jose, California 95126
 admin@susieberlinlaw.com

Either party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

9. INSURANCE Law Offices represents and agrees that it maintains, and will maintain during the term of this Agreement, a minimum of one million dollars (\$1,000,000) of errors and omissions insurance coverage applicable to the services to be rendered hereunder and shall provide Client with a Certificate of Insurance as requested.

10. INDEPENDENT CONTRACTOR Law Offices shall at all times act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law. Neither Law Offices, nor any employees or agents of Firm shall be considered an employee of Client for any purpose.

11. EFFECTIVE DATE This Agreement shall be effective as of the date set forth above and shall remain in effect until amended or terminated as provided herein.

IN WITNESS WHEREOF, the parties to this Agreement hereby indicate their acceptance of the terms and conditions stated herein as evidenced by the following signatures of their authorized representatives.

Redwood Coast Energy Authority

Law Offices of Susie Berlin

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

THE ENDING IS RURALREN NORTH



Love your creative agency.

The creative process shouldn't be complex (spoiler - it's fun). Our agency combines decades of brand experience with relentless optimism. And fanatical loyalty. We love our clients. When they win—we do.

No boundaries. Freedom to dream.

We're not a traditional agency with a rigid approach. We built our business model around flexible exploration. Taking clients on a guided adventure into the unknown, with clear goals in sight. Digging into what's possible with the freedom to pivot or pause work.

We believe surprises should involve parties, not change orders.





Inclusive + Transparent

Bring the client into the process with radical candor and a solution mindset.



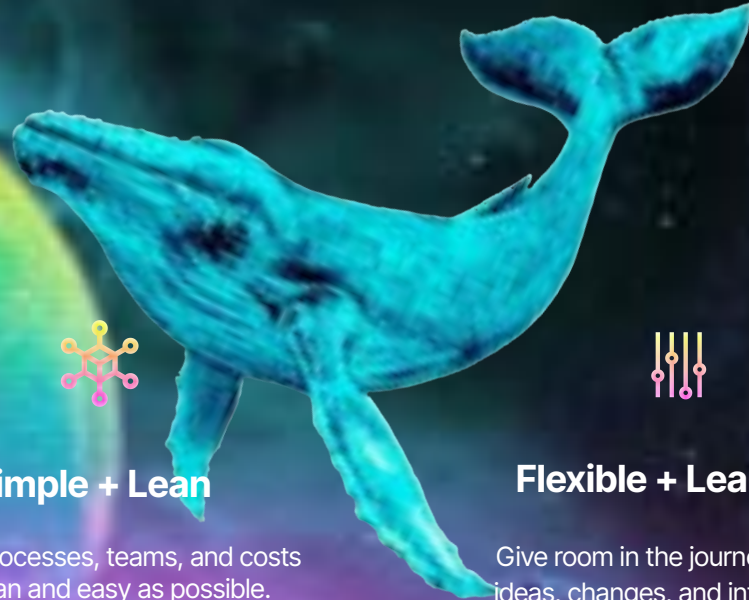
Simple + Lean

Keep processes, teams, and costs as lean and easy as possible.



Flexible + Learning

Give room in the journey for new ideas, changes, and interactions.



Creative

We're dreamers, storytellers, explorers of emotion. From brands to campaigns and beyond, we're discovering what's true, meaningful and moving - then bringing it to life.

Advertising

Branding + Visual Identity

Naming + Messaging

Storytelling + Copywriting

Art Direction + Design

Marketing + Communications



Strategy

We dive into our clients' challenges and opportunities to transcend the limits of marketing and communication, to discover the insights and craft the vision that empowers them to become better businesses.

Big Ideas

Go-to-Market Strategy

Channel Development

Sub-brand and Brand Family

Positioning

Product Strategy

Launch Planning



Media

Utilizing best practices and strategic insights we help our clients navigate the ever-changing media landscape.

We provide thoughtful recommendations across platforms and channels - getting in front of their target audience(s) with the best return on their investment.

Digital Strategy

Programmatic

Paid Social

Traditional

Influencer

Optimization + Reporting



Interactive

Blending the best in technology with strategic creativity, we build intelligent digital experiences - websites, native apps and more - that delight users and make a lasting impact.

Website Design + Development
UX/UI Design
E-commerce
CRM + Advanced Integrations

Web-based Apps
Mobile + Native Apps
Virtual Reality



Production

4K Film + Commercial

Narrative + Documentary

Script Writing + Direction

Film + Still Photography

Concepting + Storyboarding

Post Production

Motion Graphics



Medtronic

TESLA

credit karma

KENDALL JACKSON

Chevron Federal Credit Union

SWINERTON



CardinalHealth

Stanford
University



Guide Dogs for the Blind



ROMBAUER
VINEYARDS

RVCA

STILL AUSTIN
— WHISKEY Co —

TECOVAS

SONOMA STATE
UNIVERSITY

CUVÉE
COFFEE

FUJIFILM

Roku

TERUMO



FEATURED IN

AdAge

ADWEEK

AgencySpy

CNNMoney

Entrepreneur

**Inc.
5000**



**SELECTED
WORK**



3X 2023 DAVEY AWARD GOLD
WINNER
BRAND OUTREACH CAMPAIGN

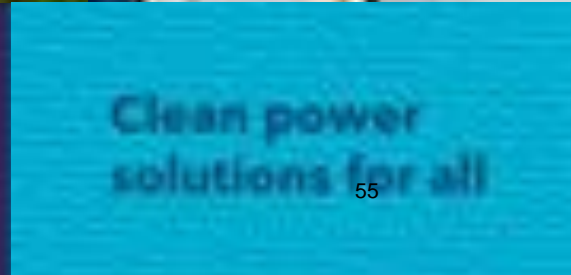
SONOMA CLEAN POWER



The Opportunity

Sonoma Clean Power is one of the most accomplished climate change organizations in the country. Since its inception ten years ago, SCP's track record includes delivering millions of MWhs of clean energy, launching dozens of programs, and saving members over \$70 million. And they are just getting started; launching new incentives, programs, and savings across electric vehicles, net-zero home construction, and more.

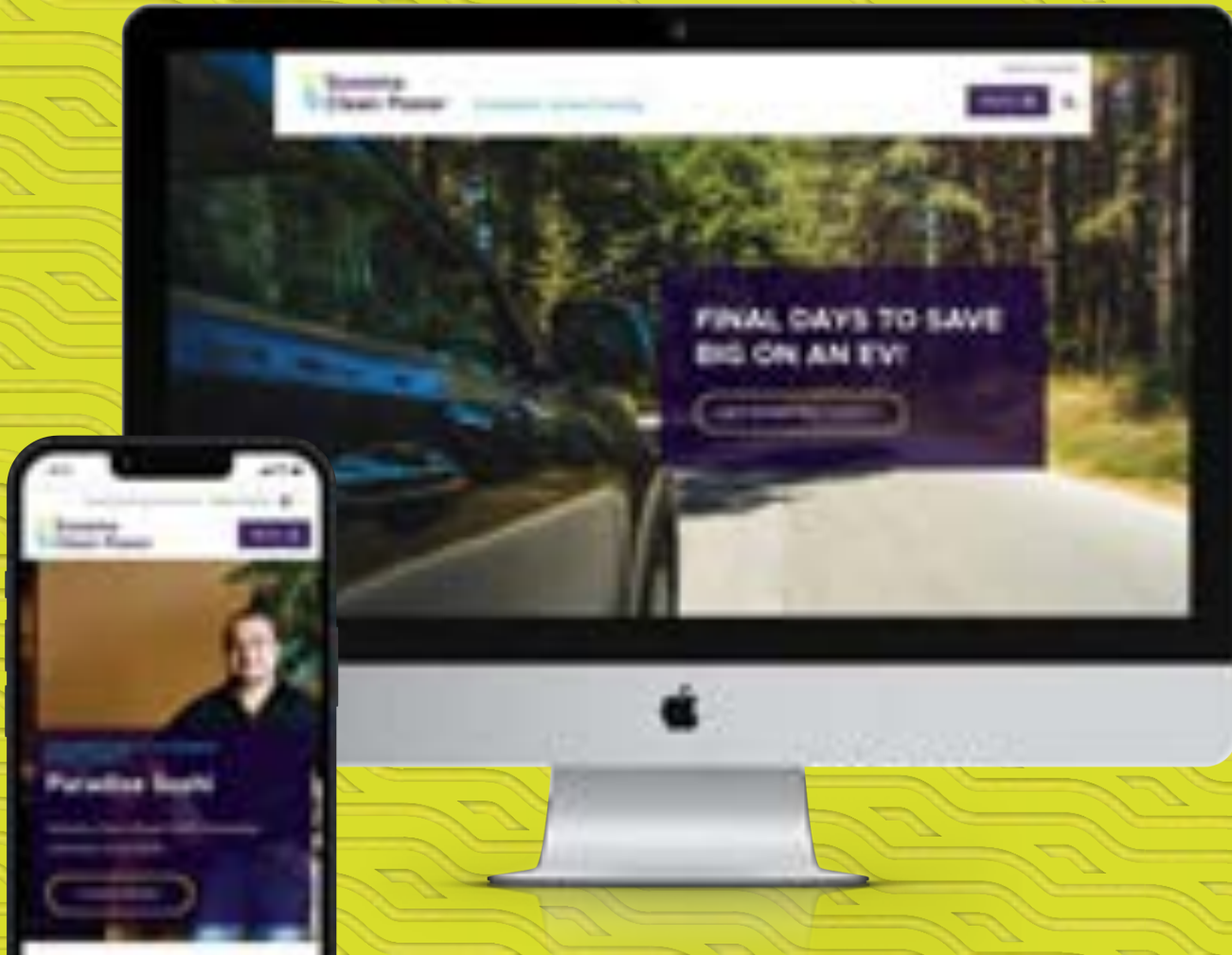
BRAND STRATEGY, BRAND & LOGO DESIGN, POSITIONING & MESSAGING, WEB DESIGN & DEVELOPMENT, DIGITAL & PRINT CAMPAIGNS, INTERIOR DESIGN & WALL GRAPHICS, INTERACTIVE DESIGN & WEB, COMMERCIAL & RADIO SPOTS





How does a clean energy utility company stand out in a sea of "green" brands?

How do we create a brand that gives us a unique voice to our customers, feels authentic to our community, and doesn't look like a copy-paste of every other "green" brand out there? These were the questions that brought community-owned Sonoma Clean Power to The Engine. Through insight-driven strategy, we built a powerful, differentiated and multidimensional brand, beginning nearly a decade-long relationship that continues today.



Powering Moments that Matter

What does power really mean to you? After executing a brand awareness survey, the SCP team approached us to help in resonating with a broader audience—one their messaging hadn't yet been able to reach. Through this brand awareness campaign, we reminded customers power does much more than just start your EV or keep your lights on. The clean energy provided by SCP powers the everyday moments: the home cooked meals, game nights, the holiday lights that make up your child's favorite traditions. We captured these moments in a series of digital, print and out-of-home ads to build awareness and trust throughout the community—hoping to engage residents to explore additional programming, energy incentives, and support.









A Hub for Sustainability

Beyond our digital campaigns and ongoing brand efforts, The Engine played a key role in the manifestation and execution of SCP's Advanced Energy Center. We supported their team in bringing life to a brick-and-mortar building—creating a branded, interactive space for sustainability junkie's and curious newcomers alike. Through the exhibit and displays, visitors that entered the front doors would be encouraged to learn, ask questions, and take advantage of unique programs to support their day-to-day lives; all efforts demonstrating attainable and sustainable steps towards lasting climate change.

How do you fight a mega drought?

Start with the simple stuff.

Marin County was facing yet another terrible year for their decade-long mega drought. When the local water utility reached out for help, education was step #1. So we hit the public with a blanketing education campaign that kept it light and simple.





MARIN WATER

Give hope.

As the drought got worse over the summer, dire warnings and “the world is ending” alarms in the news had the public feeling hopeless and like they couldn’t do much to fight the drought. So we launched a counter campaign that led with hope and the positive impact we could all have.





MARIN WATER



Be engaging.

We combined ground-level campaign tactics with smart creatives executions, including t-shirts, bumper stickers, print ads with disappearing text, and more.



Be everywhere.

A full media plan included mall posters, transit posters, targeted digital display, radio, and much more.





JOYFULLY STAND OUT & BE MEMORABLE

Come on, we all know the future is electric. And it can be fun too. The next big step most of us can take in the fight against carbon impact is to electrify our homes. Often in unexpected and sometimes exciting ways.

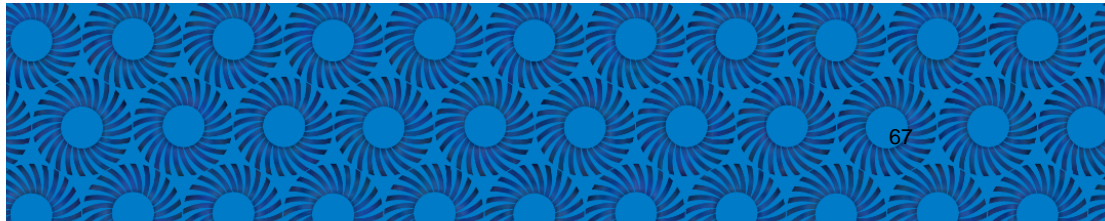
We'd love to explore tapping into the joy of an iconic tune, to get folks to tune into the ideas and programs to take their home to the next level.

[Explore more sketches >>>>](#)



SOLV ENERGY

BRAND, LAUNCH COMMUNICATIONS & MARKETING COLLATERAL



HOW DO YOU REIMAGINE YOUR COMPANY'S FUTURE WITHOUT LOSING TEAM PRIDE?

When your employees are proud to work for the number one company in the industry, a major acquisition is a big deal.



POWERFUL COMMUNICATION.

If it's branded, we built it. From collateral to digital, our work touched all areas—even the office walls. We made sure everyone knew what was happening and why, so people could feel confident and excited about the future.





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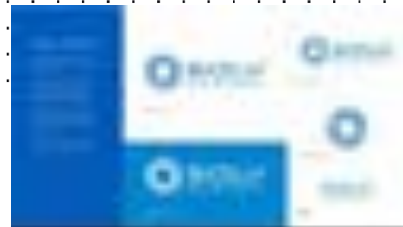
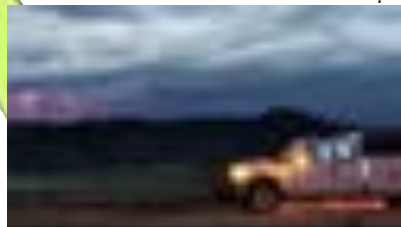
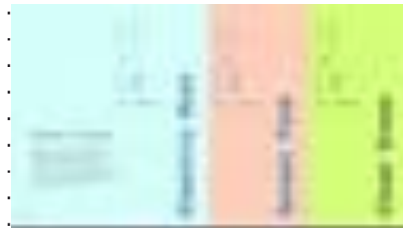
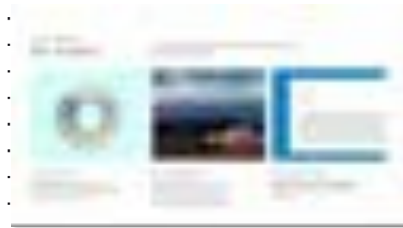
Good Energy Has a Ripple Effect

We are committed to providing clean, reliable energy solutions for your business and home.



Better Energy, Brighter Future

Our mission is to provide clean, reliable energy solutions for your business and home. We are committed to providing clean, reliable energy solutions for your business and home.



SHINE THE LIGHT.

When you're in the middle of a merger, everything can feel like it's in flux. A transparent approach is necessary. We needed to reassure everyone—from employees to clients—that we're the same trusted company with an even brighter future ahead.



SHARING THE NEWS.

We introduced the new brand to external audiences through intentional campaigns that lifted the brand presence. We made sure the new SOLV brand and the story behind it, showed up consistently on the web, in sales materials, and at industry events.



GENERATE EXCITEMENT.

To come together and celebrate the exciting future ahead, we wanted employees to feel valued and optimistic. With fun freebies, branded office visuals, an announcement video and more, we generated reassurance and enthusiasm.











MEASURABLE AND GROWING TALENT

Our commitment to diversity and inclusion



WE ARE EOLX ENERGY

Worldwide
Renewable Energy
Sustainable
Growth





SONOMA COUNTY

ECONOMIC DEVELOPMENT COLLABORATIVE



Helping an economic board stand out as a resource for its community.

How can we help an economic board refresh their branding and help them introduce themselves to their team and their communities? These were the questions the Economic Development Collaborative (formerly known as the Economic Development Board) brought to the Engine. Through insight-driven strategy, we not only renamed the board, but we created visuals, creative messaging and provided strategy for how they can best reach the audiences who need them the most.





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First Name, Sonoma County Economic Development Collaborative

Helping the Sonoma County we know and love, thrive.

What is economic development? The Economic Development Collaborative is on a mission to redefine and educate what economic development means to the community, by spreading the message; when businesses, creative passions, and individuals prosper, our whole community benefits. Through branding and communications, we created greater awareness and represented the brand to exude a sense of belonging to all individuals in search of economic resources. We focused our efforts on reaching broader, more diverse communities, and providing easy points of entry for anyone looking to flourish and take the next steps forward towards economic prosperity.



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COUNTY OF SONOMA

SONOMA COUNTY WATER AGENCY



**Sonoma
Water**

The Challenge:

Create better alignment of our various departments while establishing a public-facing name and identity that forms a foundation for us to share our contributions to the community.





The Hypothesis:

Positioning ourselves with sights set on the future of water in our region is a stance our agency can take pride in and our environmentally-conscious community will rally behind.

Solution:

We'll lean on our forward-thinking, community-minded, optimistic qualities as an agency to serve as tenets of our identity, the basis of which a shortened name and modernized brand mark can feel owned by our internal departments and community members alike.



LCRA PARKS

Misc. Brand Support Projects

Brand Strategy

Positioning & Messaging

Photoshoot Creative Direction & Production

Digital & Print Campaigns

Media Design & Development



Made For Amazing

We worked with the LCRA team to retell their story as well as brand and promote their new Amani glamping site and beach bungalows. Highlighting the community of people that make the most of the entire park system.





Still Roaming

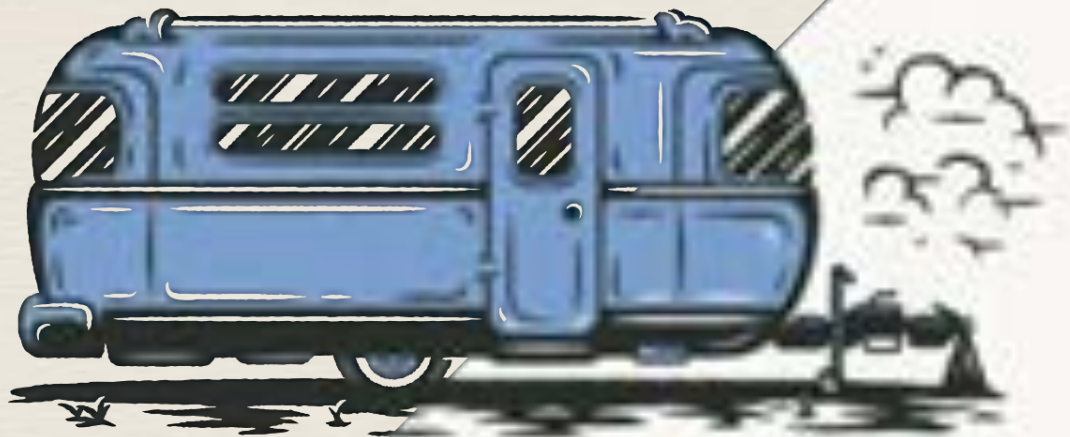


We headed up visual design, photoshoots, production and media to equip LCRA with a functioning library of assets that fueled our communication strategy.



LCRA PARKS

Brand illustration & color system





BRAND GUIDELINES

We developed a brand system that's gives the LCRA Parks team guidelines and guardrails that provide flexibility while still providing structure across parks and entities.



ILLUSTRATION
STICKER EX.





LCRA PARKS

Summer camp t-shirt illustrations

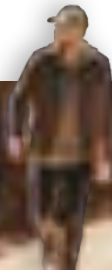


WHAT WE
HEARD

Elevating Our Story

Our future, our promise, our impact is so much more than a collection of rebates and programs, PPAs, and incentives. More than municipalities and JPAs. To establish a strong foundation, that will not just empower our launch, but will drive us forward for decades, we need to tell a big story.

A powerful narrative of what is possible, of how it benefits our constituents, lifts our values, and defines a future for all of us. One we can all get behind, drive forward, and share proudly.



Uniquely aligned

While we are one group, have one voice, and one vision. We are each beautifully different. Each community in our network has its own heart, its own culture, its own people. It will be vital to our success to know, honor, and embrace these unique differences. From localized media, to messaging. Photography, to programs. Creating a brand, communications platform, and website that can shine in each community with authenticity and intent is key. And distinctly possible.

Bold Collaboration

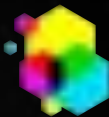
To create a brand and outreach that truly stands out, that drives results, and breaks through the noise, we need to craft an inclusive and decisive collaboration. Bringing together the best minds from across the network, listening to all members, and making bold choices. A collaboration founded on curiosity, optimism, and candor. Allowing us to tackle big goals, ambitious timelines, and create powerful work, together.



WHAT WE ARE
THINKING

Project Roadmap

- TASK 1 Brand + Naming Strategy
- TASK 2 + 3 Logo + Brand Kit
- TASK 4 Website
- TASK 5 Media Strategy



TASK 1: BRAND NAMING + STRATEGY

8 WEEKS

Dec 2, 2024 - Jan 24, 2025

TASK 2 +3: LOGO + BRAND KIT

7 WEEKS

Dec 23, 2024 - Feb 7, 2025

TASK 4: WEBSITE

10 WEEKS

*Jan 20, 2025 - Mar 28, 2025**

TASK 5: MEDIA STRATEGY

7 WEEKS

Feb 3, 2025-March 21, 2025

DEC '24

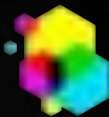
JAN '25

FEB '25

MARCH '25

APRIL '25

Project Timeline



TASK 1: BRAND NAMING + STRATEGY

8 WEEKS + 3 PAUSES
Dec 2, 2024 - Feb 14, 2025

TASK 2 +3: LOGO + BRAND KIT

7 WEEKS + 2 PAUSES
Jan 6, 2025 - Mar 7, 2025

TASK 4: WEBSITE

10 WEEKS + 4 PAUSES*
Feb 3, 2025 - May 9, 2025

TASK 5: MEDIA STRATEGY

7 WEEKS + 3 PAUSES
Mar 10, 2025 - May 16, 2025

DEC '24

JAN '25

FEB '25

MAR '25

APRIL '25

MAY '25

JUNE '25

Recommended Timeline

TASK 1

Brand + Naming Strategy



PHASE

01 .

Onboarding + Audit

In this phase, we will build a baseline knowledge of program needs & mission by meeting virtually with representatives from each of the 4 partners involved in the Northern California Rural Regional Energy Network (RuralREN) to discuss the regions they represent, understand brand expectations and their current audience.

01.

Phase Title

01/06

Goals

- + Meet with key representatives from the RuralREN North team and stakeholders from different entities for input & discussion
- + Audit other Regional Energy Network brands to research & understand potential customers

Deliverables

- + Brand onboarding
- + Creative brief
- + Brand audit

Staffing

1 Week

Account Manager	2 Days
Art Director	2.5 Days
Copywriter	2 Days
Partner	1.5 Days

Recommended Cost \$10,850



PHASE

02 .

Workshop + Findings

With the initial audit complete, we want to hear directly from leadership across entities, team members, and marketers alike to teach us what has worked in the past, where they want to see us go, and what is standing in the way. We want to engage everyone in conversations that will provide us with a clear understanding of the “reasons to believe” in RuralREN North and provide us with a baseline for our further brand strategy and development.

02.

Workshop + Findings

02/06

Goals

- + Survey the current market, competitors, trends, risks, and opportunities
- + Map out swim lanes where we can stand out—with authenticity—and win strong
- + Work together to understand the values, motivators, objections, and customer journey

Deliverables

- + 1 day workshop/interviews (virtual) facilitated by The Engine team
- + Drafted notes of all interviews and workshops
- + Interview summary outline provided

Staffing

1-2 Weeks

Account Manager	2 Days
Art Director	2 Days
Copywriter	2.5 Days
Partner	1.5 Days

Recommended Cost \$10,800



PHASE

03. Naming

Once we have successfully onboarded to the brand & conducted our workshop, we will kick the brand project off with establishing a new brand name. We will spend a couple of weeks intentionally drafting new naming options for consideration. At the end of this phase, we will have a selected brand name that is viable across all platforms.

03.

Phase Title

03/06

Goals

- + Determine a selection of names that will work to bring the RuralREN North into its next phase of brand evolution

Deliverables

- + Multiple naming options for consideration
- + Refinement of names
- + Digital footprint check + alignment
- + Approved name to move forward with

Staffing

2 Weeks

Account Manager	1 Day
Art Director	1 Day
Copywriter	2.5 Days
Partner	0.5 Day

Recommended Cost \$12,800



PHASE

04.

Brand Tone + Tagline Concepting

With our newly minted name, our next step will be to establish the brand's tone of voice & persona. In our Concepting phase, we will begin by workshopping multiple options for the overall brand voice & messaging. At the end of this phase, we will take our top concept into the Refinement phase to polish up.

04.

Brand Tone + Tagline Concepting 04/06

Goals

- + Define and develop brand's tone of voice + persona
- + Draft and present mission statement + tagline

Deliverables

- + Selected concept for Brand Voice + Tagline

Staffing

2 Weeks

Account Manager	1 Day
Art Director	1 Day
Copywriter	2.5 Days

Recommended Cost \$10,800



PHASE

05 .

Brand Tone, Tagline + Mission Refinement

With the initial tone and tagline sketched, we will spend a week refining our chosen concept for to bring the messaging of the brand to life.

05 .

Brand Tone, Tagline + Mission Refinement 05/06

Goals

- + Refine the brand's messaging approach

Deliverables

- + Messaging tone & approach dialed in, sketching initial outline of messaging guide

Staffing

1 Week

Account Manager	1 Day
Art Director	1 Day
Copywriter	2 Days

Recommended Cost \$4,800



PHASE

06 .

Brand Tone, Tagline + Mission Finalization

We will spend one final week polishing up the brand's messaging and at the end of this phase we will have an established brand tone & persona, along with a mission statement & tagline.

06 .

Brand Tone, Tagline + Mission Finalization 06/06

Goals

- + Finalize brand tone, tagline + mission statement

Deliverables

- + Established brand tone of voice & persona guide
- + Brand mission statement & tagline drafted into a messaging guide

Staffing

1 Week

Account Manager	1 Day
Art Director	1 Day
Copywriter	2 Days

Recommended Cost \$4,800

Phase Title	Min	Recommended	Max
PH.1 Onboarding + Audit	1 Week/ \$10,850	1 Week/ \$10,850	1 Week/ \$10,850
PH.2 Workshop + Findings	1 Week/ \$10,800	1 Week/ \$10,800	1 Week/ \$10,800
PH.3 Naming	1 Week / \$6,400	2 Weeks / \$12,800	2 Weeks / \$12,800
PH.4 Brand Tone + Tagline Concepting	1 Week/ \$5,400	2 Weeks/ \$10,800	2 Weeks/ \$10,800
PH.5 Brand Tone, Tagline + Mission Refinement	1 Week/ \$4,800	1 Week/ \$4,800	2 Weeks/ \$9,600
PH.6 Brand Tone, Tagline + Mission Finalization	1 Week/ \$4,800	1 Week/ \$4,800	2 Weeks/ \$9,600
TOTAL	6 Weeks / \$43,050	8 Weeks / \$54,850	10 Weeks / \$64,450

TASK 2 + 3

Logo + Brand Kit



PHASE

01 . **Concepting**

With a name and associated brand messaging locked in, we will begin crafting the brand's new logo that reflects the rural characteristics of the broad region. We will work closely with the RuralREN North partners throughout the process to ensure the logo meets all brand expectations. Over the course of two weeks we will sketch concepts for consideration, and the phase will conclude with one selected concept to take into Refinement. In tandem, we will also begin building out the new brand kit that will include color palettes & guidelines, typefaces/fonts, and a comprehensive photo library.

NOTE: If custom photography is desired, we are happy to coordinate with one of our production partners or photographers.

01.

Concepting

01/03

Goals

- + Develop 2-3 concepts for the logo treatment
- + Align on logo visuals as well as brand colors and fonts

Deliverables

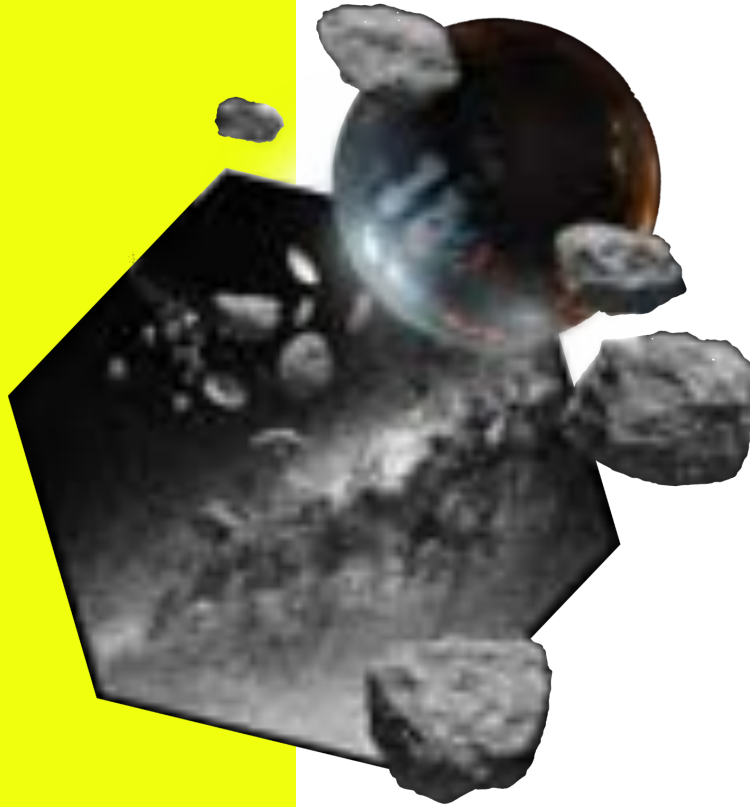
- + 1 chosen visual logo concept to move into refinement

Staffing

2 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Graphic Designer	3.5 Days
Creative Director	0.5 Day

Recommended Cost \$16,650



PHASE

02. Refinement

In this phase, we will spend two weeks finalizing our selected concept until we have an approved logo. Simultaneously, we will narrow down our final selections on font & color palettes to finalize the brand kit/style guide. At the end of this phase, we will have a polished brand kit with all new brand elements including logo, typefaces, color palette, and guidelines.

02.

Refinement

02/03

Goals

- + Refinement + finalization of logo concept based on the initial feedback
- + Finalize brand kit + style guide by gaining approvals on selected font/typefaces and colors palette

Deliverables

- + Approved + finalized brand logo – including primary, sub-marked, reverse, horizontal, and vertical versions
- + Brand Kit – including font, tone, colors, and brand elements
- + Established guidelines around logo/brand usage.
- + Comprehensive photo library that features energy services provided by RuralREN North partners and communities and landscapes within the North Coast and Sierra territories*

** Photos captured by production partner. Cost of photography has not been included in this workplan*

Staffing

2 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Graphic Designer	3 Days
Creative Director	0.5 Day
Copywriter	1 Day

Recommended Cost \$17,950



PHASE

03. Production

With a finalized logo and established brand elements, we will continue building upon our brand kit by taking a few weeks to produce key evergreen assets. In tandem, we will establish the guidelines needed for future design materials such as documents, websites, etc. to add to our brand kit.

03.

Production

03/03

Goals

- + Produce key evergreen assets to add to brand kit
- + Define best practices for future design materials such as documents, websites, etc.

Deliverables

- + Evergreen brand templates, including letterhead, PowerPoint, Business Cards, etc. for software such as Microsoft Word, Canva, Google Docs, InDesign, etc.
- + Develop a set of standards/guidelines for websites, design materials, documents, etc.

Staffing

3 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Graphic Designer	3 Days
Copywriter	1.5 Days

Recommended Cost \$26,100

Phase Title	Min	Recommended	Max
PH. 1 Concepting	1 Week/ \$8,325	2 Weeks/ \$16,650	3 Weeks/ \$24,975
PH. 2 Refinement	2 Week/ \$17,950	2 Week/ \$17,950	3 Week/ \$26,925
PH. 3 Production	2 Weeks / \$17,400	3 Weeks / \$26,100	3 Weeks / \$26,100
TOTAL	5 Weeks / \$43,675	7 Weeks / \$60,700	9 Weeks / \$78,000



TASK 4
Website



PHASE

01 . Sitemapping

With an established name + solidified visuals, we will take the next step in building this brand with a new site. Our development team will take a week to gather the necessary information to best manage technical needs. This phase will wrap with a creative brief that outlines our goals, a clear vision for the project, an in-depth understanding of the users involved, and an outline of the technical stack. In tandem, we'll continue to visit the site architecture and develop a site map.

01.

Sitemapping

01/05

Goals

- + Develop a creative brief that clearly articulates our goals and provides insights into our audience through User Stories
- + Frame out the ideal user experience for our customers across website
- + Outline appropriate tech stack to meet patient portal needs

Deliverables

- + Creative Brief
- + Outline of Technical Stack
- + Approved Site Map

Staffing

1 Week

Account Manager	1.5 Days
Art Director	1.5 Days
Copywriter	1 Day
Graphic Designer	0.5 Day
Front end development	0.5 Day
Digital Director	0.5 Day
Partner	0.5 Day

Recommended Cost: \$7,200



PHASE

02. **Concepting**

With an approved creative brief in hand, we'll work with the RuralREN North team to concept creative directions that clearly translate the brand story to the site. We will plan to develop 2-3 concepts in search of the best mix of familiar elements, daring approaches, and clever twists.

02.

Concepting

02/05

Goals

- + Create 2-3 conceptual approaches to the overall brand story that can translate to the site
- + Review with key internal stakeholders to build consensus and determine the strongest path forward

Deliverables

- + 2-3 strong creative concepts that translate across the site
- + Chosen creative direction for refinement

Staffing

2 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Copywriter	2.5 Days
Graphic Designer	3 Days
Creative Director	0.5 Day

Recommended Cost: \$21,550



PHASE

03.

Refinement + Content Build

Building upon the winning concept selected, we'll begin to refine both the visuals and messaging across key pages until we've landed on our ideal direction across the site. With this, we will build out all content blocks necessary, including but not limited to, sections for content regarding the clinical team, blogs to highlight certain products, and sections for patient forms. The dev team will be laying the groundwork before the development phase begins.

03.

Refinement + Content Build 03/05

Goals

- + Refine the look, feel and content direction exploring universal elements such as header, footer, content blocks, etc.
- + Incorporate look into key pages across both desktop and mobile
- + Create a style guide to pass off to the development team as the set ups staging site
- + Design a tool/content block that allows customers to enter their ZIP code to know what rebates incentives and program they have access to in their area

Deliverables

- + Fully approved design guide for the development team

Staffing

3 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Copywriter	2 Days
Graphic Designer	3 Days
Front End Dev	0.5 Day

Recommended Costs: \$29,925



PHASE

04. Development

Our development team will begin implementing all designs onto our live staging site. Our team will work hand in hand to continue building out the remaining design elements and ensuring the new brand elements are translated into our designs. In this phase you will truly begin to see the new site come to life.

04.

Development

04/05

Goals

- + Design all remaining pages and export designs for development
- + Build out site pages in alignment with the approved site map and designs
- + Collaborate closely to gather feedback and ensure site elements work as intended
- + Build and test the Zip code tool and make sure the functionality works as needed ahead of launch

Deliverables

- + Finalized and approved designs set up on staging site
- + Staging site ready for team to begin testing and final QA

Staffing

4 Weeks

Account Manager	1.5 Days
Art Director	1.5 Days
Copywriter	1 Day
Graphic Designer	1 Day
Digital Director	0.5 Day
Front End Dev	4 Days

Recommended Costs: \$48,300



PHASE

05 . QA & Launch

Staffing down creative, the team will focus on QA testing the site and prepping for a successful launch. Once launched we will provide post-launch support and training so the team feels confident using the site moving forward.

05.

QA & Launch

05/05

Goals

- + QA and test all features for function, UX, and compliance
- + Support a successful launch process, including training for key team members

Deliverables

- + Live website
- + Training session completed
- + Post launch support

Staffing

1 Week

Account Manager	1.5 Days
Art Director	1.5 Days
Copywriter	0.5 Day
Graphic Designer	0.5 Day
Front End Dev	1.5 Days
Digital Director	0.5 Day

Recommended Costs: \$7,550

Phase Title		Min	Recommended	Max
PH. 1	Sitemapping	1 Week/ \$7,200	1 Week/ \$7,200	1 Week/ \$7,200
PH. 2	Concepting	1 Week/ \$10,775	2 Weeks/ \$21,550	2 Weeks/ \$21,550
PH. 3	Refinement + Content Build	2 Weeks / \$19,950	3 Weeks / \$29,925	3 Weeks / \$29,925
PH. 4	Development	3 Weeks/ \$36,225	4 Weeks/ \$48,300	4 Weeks / \$48,300
PH. 5	QA & Launch	1 Week/ \$7,550	1 Week/ \$7,550	2 Weeks/ \$15,100
TOTAL		8 Weeks / \$81,700	10 Weeks / \$114,525	12 Weeks / \$122,075

TASK 5

Marketing + Outreach Plan



PHASE

01 .

Discovery + Planning

With a name, brand and website underway, we turn to strategically communicating our offerings to the communities we serve. We will first learn all there is to know about what has been done by our service areas previously, understanding what's worked and what has not, learn more about our audiences and get more granular on what potential budgets look like for 2025 and beyond.

01.

Discovery + Planning 01/04

Goals

- + Gain clear understanding of audiences
- + Understand projected media budgets for 2025 and beyond
- + Gain deeper understanding of media opportunities in the RuralREN territories
- + Gather contact information from vendors used across platform

Deliverables

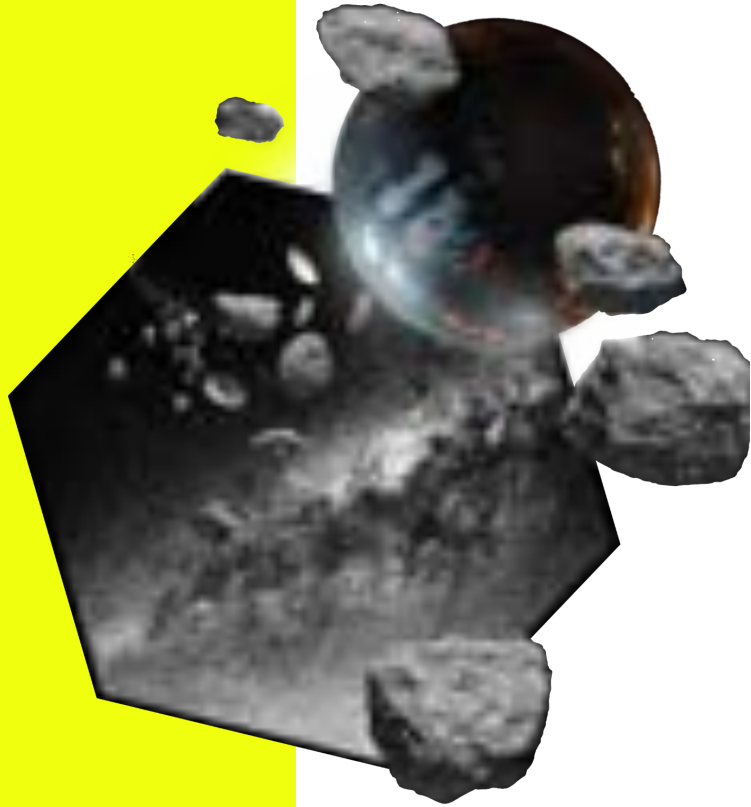
- + Media brief drafted, reviewed and approved
- including audiences, potential channel opportunities, estimated spends etc.

Recommended Cost: \$6,650

Staffing

Account Manager	1 Day
Art Director	0.5 Day
Digital Strategist	1 Day
Digital Director	1 Day
Partner	1 Day

1 Week



PHASE

02 .

Media Plan Drafting

With the media brief approved by our decision makers, we'll spend two weeks drafting a media plan and strategy, tailored to each region, that each entity can execute themselves (or use Engine resources to execute). This media plan will include a content calendar, paid advertising, media relations across platforms. We will create continuity between regions by elevating the larger RuralREN North brand and mission while creating opportunities for regions to share personal success stories and leverage personal contacts and/or existing listservs that are region specific.

02.

Media Plan Drafting 02/04

Goals

- + Sketch a budget and strategy per region and platform for consideration and refinement from each of the entities
- + Determine if we use future Engine support or in-house execution
- + Develop a media plan that grows awareness among customer base and sets achievable KPIs:
 - + Work with four partners to identify target communities/customers
 - + Establish what KPIs will indicate success and create a year-long plan to reach those KPIs, with tasks broken out by each week in the upcoming

Deliverables

- + Media plan drafted across regions for feedback
- + Initial content calendar drafted
- + Make email marketing recommendations and outline proposed flows

Staffing

2 Weeks

Account Manager	1 Day
Art Director	0.5 Day
Digital Strategist	1.5 Days
Digital Director	1 Day
Partner	1 Day

Recommended Cost: \$14,650



Media Plan Refinement

+

PHASE

03.

Finalization

Utilizing feedback from the previous phase, we will refine and finalize our media plan and content calendars per entity, giving clear direction to those team members in charge of taking this work and building upon it - bringing the RuralREN offerings to their local communities.

03.

Media Plan Refinement + Finalization 03/04

Goals

- + Finalize individualized media plans and content calendars for each of the RuralREN entities with buy-in from our partners

Deliverables

- + Completed media plans and content calendars based on input from vendors and partners alike
- + Detailed Content Calendar (tailored to subregions or broad enough to no need to be region specific)
- + Social Media Posts
- + Email Marketing
- + Paid Advertisements Including both social, digital, and traditional media outlets
- + Media Relations/PR support

Staffing

1 Week

Account Manager	1 Day
Art Director	0.5 Day
Digital Strategist	1.5 Days
Digital Director	1 Day
Partner	1 Day

Recommended Costs: \$7,325



PHASE

04.

Press Release + Template Production

For our final phase of this workflow, utilizing our KPIs and approved media plans, we will draft press releases and templates that will allow each of our partners to successfully communicate the value of RuralREN to their communities.

Note: Depending on the number of templates and deliverables, we may be able to tackle this work in two weeks.

04.

Press Release + Template Production 04/04

Goals

- + Utilizing all of our learnings and our determined KPIs, draft press releases and design templates that allow each entity and partner to get the word out as we officially launch the new RuralREN North brand and website into each of these communities

Deliverables

- + Create various graphic design templates for flyers, social media, emails etc.
- + Write and distribute press releases to appropriate media contacts as needed

Staffing

3 Weeks


Account Manager	1 Day
Art Director	1 Day
Digital Strategist	1 Day
Graphic Designer	2 Days
Copywriter	2 Days

Recommended Costs: \$21,000

Phase Title	Min	Recommended	Max
PH.1 Discovery + Planning	1 Week/ \$6,650	1 Week/ \$6,650	1 Week/ \$6,650
PH.2 Media Plan Drafting	1 Week/ \$7,325	2 Weeks/ \$14,650	2 Weeks/ \$14,650
PH.3 Media Plan Refinement + Finalization	1 Week / \$7,325	1 Week / \$7,325	1 Week / \$7,325
PH.4 Press Release + Template Production	2 Weeks/ \$14,000	3 Weeks/ \$21,000	4 Weeks / \$28,000
TOTAL	5 Weeks / \$35,300	7 Weeks / \$49,625	8 Weeks / \$56,625

All Together Now

Task Summary	Min	Recommended	Max
TASK 1 Brand + Naming Strategy	6 Weeks/ \$43,050	8 Weeks/ \$54,850	10 Weeks/ \$64,450
TASK 2 +3 Logo + Brand Kit	5 Weeks/ \$43,675	7 Weeks/ \$60,700	9 Weeks/ \$78,000
TASK 4 Website	8 Weeks / \$81,700	10 Weeks / \$114,525	12 Weeks / \$122,075
TASK 5 Marketing + Outreach Plan	5 Weeks/ \$35,300	7 Weeks/ \$49,625	8 Weeks / \$56,625
TOTAL	24 Weeks / \$203,725	33 Weeks / \$279,700	39 Weeks / \$321,150

A vibrant, colorful nebula in space, featuring a bright star and a purple planet. The nebula is a mix of blue, green, and orange, with a bright star in the center. A purple planet is visible in the lower right corner. The background is a dark blue space filled with stars.

You got this, we got you.

We're your ally. Your partner in creativity (hard pass on crime). That not-so-silent partner who's fiercely loyal and always looking out for you. Willing to go *all in* at a moment's notice. At your side and ready to guide the way. Out of a plane or over a cliff. Thelma to your Louise.

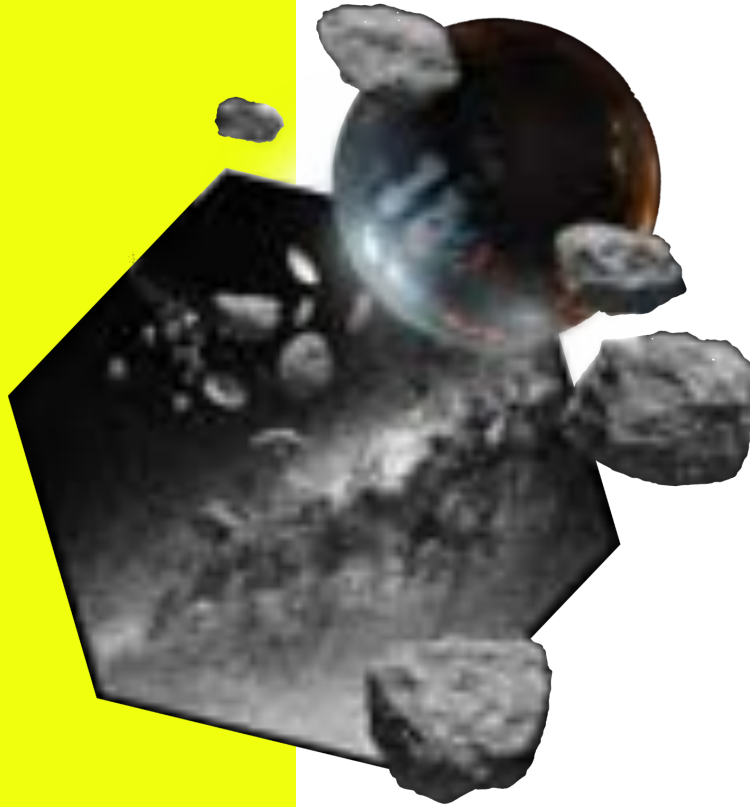
Jay to your Bey.

A 3D wireframe grid in a dark space with the word 'ALSO' in yellow. The grid is composed of yellow lines that recede into the distance, creating a sense of depth. The background is a dark, starry space. The word 'ALSO' is rendered in a bold, yellow, serif font, positioned centrally within the grid.

ALSO

Forming Consensus

In order to create an inclusive process, engage partners and team, as well as keep our efforts focused and efficient, we recommended breaking our participants into three groups:



Ø1 . Influencers

The largest of the group, provide insights at the beginning of the process and typically get a preview of the work before it goes live. Experiencing the strategy/intent behind the work.

Ideally as large a group as logistics/resources allow. Typically providing their ideas/insights via surveys and possibly focus groups or interviews at the beginning of a project. They expand beyond just our constituents, including our audiences/partners as well.

Role: Provide their point of view and perception of their lives, our organization, ideas, etc. Usually a one-way conversation via survey, call, or focus group.

Commitment: Very light, as short as 15 mins in some cases.



02 . Stakeholders

Small to medium sized group, up to 12 or so. This typically runs like an advisory board to the Decision Makers. Ideally representing all aspects of the organization and constituency (Various departments, needs, cares), but not necessarily all of our audiences. Bringing subject matter expertise, ideas, and understanding of broader impacts.

Role: They will review key insights and options at a small number of critical milestones throughout the projects, and will provide their insights/ideas to the Decision Makers. Ensuring the project remains in-line with organizational goals and expectations and continually providing unique perspectives.

Best when focusing on the “What” not the “How.”

Commitment: Typically 2-4 meetings depending on the length of the project. If the group is large, it can be worth breaking into smaller groups for scheduling reasons. While ideal that they stay the same throughout the project, it's not near as critical as Decision Makers. Ideally, serve as ambassadors at launch for the year following.



03 . Decision Makers

Ideally 2-4, max of 6 empowered and available constituents. Typically we are looking for those who have the most experience in similar level strategy/creative work, usually in leadership roles. CMO's, Marketing, CEO, Executive Directors, etc. They typically have earned the respect and support of the larger board and team, are comfortable guiding strategy and direction of the organization, and are fully committed to the process and outcomes.

Role: They will select and manage the vendor. Setting project priorities and goals. Guiding work, reviewing input from stakeholders and influencers, reviewing work and options, aligning priorities and guiding the project's direction.

Lead internal updates and communication of project direction and progress.

Commitment: All critical meetings (once a week or every other week). It is critical that the roster of the decision-making team stay the same throughout the entirety of the project. Worst-case scenario, it's better to have someone drop from the team than replace them. The time and costs of adding a new member can completely derail projects budgets and goals.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

**LAKE AREA PLANNING COUNCIL, THE MENDOCINO COUNCIL OF GOVERNMENTS,
THE REDWOOD COAST ENERGY AUTHORITY, AND SIERRA BUSINESS COUNCIL**

FOR

THE RURAL REGIONAL ENERGY NETWORK NORTH

This binding Memorandum of Agreement (“MOA”) is entered into and made effective as of , 2024 (“Effective Date”) by and among the following parties (each referred to separately herein as a “RuralREN North Partner,” or “Partner” and collectively as the “RuralREN North Partners,” or “Partners”):

Lake Area Planning Council (“Lake APC”): Lake APC is a California joint powers authority with member agencies consisting of the Cities of Lakeport and Clearlake and the County of Lake. Lake APC is the Regional Transportation Planning Agency created with authority to plan for and suggest solutions to common problems, assist in the preparation of proposals by utilizing planning talents and general plans of the various governmental agencies located within the County and of planning and technical experts in various other fields. Lake APC represents the Lake County region in the RuralREN North.

Mendocino Council of Governments (“MCOG”): MCOG is a California joint powers authority formed in 1972 with member agencies consisting of the Cities of Fort Bragg, Point Arena, Ukiah and Willits, and the County of Mendocino. Its purpose is to assist local governments in planning to address common needs, cooperating for mutual benefit, and coordinating for sound regional, community, and intercommunity development. MCOG is the Regional Transportation Planning Agency for the Mendocino County region. MCOG represents the Mendocino County region in the RuralREN North.

Redwood Coast Energy Authority (“RCEA”): Founded in 2003 as a Joint Powers Authority (JPA) located in Humboldt County. RCEA’s purpose is 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. RCEA is also a Community Choice Aggregator (“CCA”) for Humboldt County. RCEA represents the Humboldt County region in the RuralREN North.

Sierra Business Council (“SBC”): SBC is a 501(c)(3) non-profit organization whose purpose is to pioneer and demonstrate innovative approaches and solutions to increase community vitality, economic prosperity, environmental quality, and social fairness in the Sierra Nevada. SBC is an experienced energy program implementer and has been working with PG&E implementing the Sierra Nevada Energy Watch over the last 15 years. SBC represents the service area Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne and Yuba Counties in the RuralREN North.

BACKGROUND RECITALS AND SHARED GOALS

- A. The California Public Utilities Commission (“CPUC”) issued Decision D.24-09-031, effective September 26, 2024, that approves the Northern California Rural Regional Energy Network (“RuralREN North”) to deliver energy efficiency programs to underserved rural customers located within the jurisdictions of the Partners’ collective territories (“Approved Decision”).¹ The Approved Decision specifies a budget for the remainder of 2024 through 2027 sourced from Pacific Gas and Electric Company (“PG&E”), who is responsible for collecting the energy efficiency ratepayer funds and is the only investor-owned utility with territory in the RuralREN North region. These funds will be used for the coordination of regional energy efficiency programs and strategy; and increase in awareness of and access to conservation, efficiency, and renewable opportunities within the RuralREN North region.
- B. The Partners’ primary role in regard to RuralREN North is to cooperatively develop, administer, and successfully implement the Energy Efficiency Portfolio programs as defined in the Approved Decision. Additionally, the Partners seek to jointly prepare and submit, on behalf of the Partners and RuralREN North, applications to the CPUC for future RuralREN North funding and potential other opportunities for sustainability and energy efficiency activities.
- C. The Approved Decision designates RCEA as the lead program administrator for RuralREN North. In this capacity, RCEA, on behalf of the Partners, will coordinate planning activities for RuralREN North, act as the fiscal administrator, and enter into certain agreements such as a funding agreement with PG&E, program implementer agreements, and evaluator agreements. Pursuant to the Approved Decision, the CPUC designation of the lead program administrator may be amended only with CPUC approval.
- D. The Partners commit to an effective delivery of RuralREN North energy efficiency programs to the residential, commercial, and public sector and local workforce in the RuralREN North region, the details of which are set forth in this MOA.
- E. The Partners intend that upon receipt of funds from PG&E or other funding sources for RuralREN North program activities, RCEA will reimburse the Partners, in amounts not to exceed those stated in the annual portfolio-level budgets (as described in the Bylaws) approved by the Governing Partners, for allowable costs incurred for the express purpose of performing RuralREN North program activities and administration.

NOW, THEREFORE, in consideration of the mutual covenants and conditions recited herein and made a material part hereof, the Partners agree to the following:

1. **The Bylaws.** The Partners shall adopt bylaws to establish the governing structure and operational

¹ Decision Modifying Rural Regional Energy Network Approved in Decision 23-06-055 (D.24-09-031), effective September 26, 2024.

rules for RuralREN North (the “Bylaws”). The Bylaws are intended to go into effect concurrently with the Effective Date of this MOA, and are attached hereto as Exhibit A. The Bylaws may be amended only upon approval by unanimous vote from the Governing Partners. Upon any amendment to the Bylaws, the Lead Administrator shall update Exhibit A and distribute the updated Bylaws to all Partners. The Bylaws may not be used to modify or amend any requirements in the MOA. In the event of any inconsistencies between the MOA and the Bylaws, the MOA shall control.

2. Governing Partners.

- a. **Defined.** RuralREN North shall be governed by a committee comprised of one staff representative from each of the Partners (the “RuralREN North Governing Partners” or “Governing Partners”). The RuralREN North Governing Partners’ structure, composition and duties shall be further described in the Bylaws. Quorum and voting requirements may be changed only by a unanimous vote of the Governing Partners membership and must be consistent with the Approved Decision where applicable.
- b. **Membership.** Each Partner shall appoint a primary staff representative to the Governing Partners and may appoint an alternative representative to participate in Governing Partner meetings in the absence of the primary representative from that Partner. However, while primary and alternative representatives from the same Partner may participate in discussion in the same meeting, the alternative representative may not conduct business, such as voting or making motions, in Governing Partner meetings if the primary representative is present.
- c. **Quorum, Voting.** To conduct Governing Partners’ business or take action, a minimum of three fourths of the Governing Partners must be present. Each Governing Partner holds one vote equally weighted with the votes of the other Governing Partners. Action may be taken only on agenda items, unless otherwise allowed in this MOA.
- d. **Ethical Conduct, Conflicts of Interest.** Representatives of the Governing Partners must comply with all California laws pertaining to conflicts of interest and ethical conduct. Conflict of interest laws generally prohibit a representative of a Governing Partner from making or participating in the making of any decision in which they have a financial interest. Failure to adhere to conflict of interest laws can expose the representative of the Governing Partner to civil or criminal penalties, jail time, and/or removal from the Governing Partners.

Conflict of interest laws provide the minimum standards to which the Governing Partners are required to comply. As representatives entrusted with the fiscal oversight of rate-payer funds, Governing Partners are held to high standards of ethical conduct in order to best maintain the public’s trust and confidence in the Partner organization and in RuralREN North. Governing Partners shall undergo California Assembly Bill 1234 ethics training for local government officials every two years, receive their first training no later than six months from the first day of service as a representative of the RuralREN North Governing Partner. Each Governing Partner representative and alternate must complete annual FPPC Form 700 Statements of Economic Interest, which must be filed with the RCEA Board Clerk annually, when

assuming the position, and when leaving.

3. Lead Administrator.

- a. Designated. RCEA shall serve as the Lead Administrator for RuralREN North, unless and until the Lead Administrator is replaced in accordance with the process set out in the Bylaws and the replacement is approved by the CPUC. Compliance with the Approved Decision shall guide all actions of the Lead Administrator. As Lead Administrator, RCEA acknowledges the potential for a conflict of interest that could arise while also assuming an Implementing Agency responsibility, and will implement best practices to avoid acting in a manner that improperly favors RCEA.
- b. General Responsibilities. The Lead Administrator shall act as the fiscal lead, purchasing and contracting manager, and primary regulatory contact for RuralREN North. RCEA's Executive Director shall have the authority to take actions and execute agreements on behalf of RCEA as the RuralREN North Lead Administrator following the approval of such actions and agreements as may be required by this MOA and the Bylaws, and in accordance with the RCEA procurement policy. The Lead Administrator shall undertake and/or complete the following activities under oversight of the Governing Partners as described in the Bylaws:
 - i. Report to the CPUC on monthly, quarterly, and annual basis.
 - ii. Prepare and file a revised Business Plan as authorized and directed by any CPUC decision, and with unanimous consent by the Governing Partners.
 - iii. Manage RuralREN North administrative, marketing, and evaluation, measurement, and verification (EM&V) activities and associated budgets.
 - iv. Coordinate with CPUC Energy Division staff and filing required regulatory submissions, data requests, and reports to the CPUC.
 - v. Establish, manage, oversee, and administer procurement and contracts for RuralREN North Portfolio implementation and enterprise-level business administration. The Lead Administrator shall have sole authority to contract with vendors and consultants on RuralREN North's behalf.
 - vi. Execute contracts and submit invoices to CPUC-assigned fiscal agent (PG&E) for release of RuralREN North funds.
 - vii. Contract for and supervise legal, regulatory, and legislative representation of RuralREN North.
 - viii. Develop RuralREN North's application to the CPUC for each Energy Efficiency funding cycle and submit the application to the Governing Partners for approval prior to submitting to the CPUC.
- c. Additional Duties. RCEA shall be responsible for additional specific duties as described in the Bylaws.
- d. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.

4. **Implementing Agencies.** RuralREN North programs will be implemented by individual RuralREN North Partners and third-party implementers (each, an “Implementing Agency,” collectively, “Implementing Agencies”). The Lead Administrator will enter into separate agreements with each Implementing Agency to address the specific program requirements (“Implementer Agreements”). High level responsibilities for Implementing Agencies shall be described in the Bylaws and program-specific detail shall be included in each Implementing Agreement. When acting as an Implementing Agency, the Lead Administrator shall be subject to, and shall adhere to, the same general program implementation requirements as all other Implementation Agencies, under the oversight of the Governing Partners.
5. **Program Activities.** RuralREN North program activities are those set forth in the Approved Decision. The CPUC approved program activities are: the RuralREN North Residential Resource Program, Commercial Resource Program, Residential Equity Program, Public Equity Program, Finance Program, Workforce Education & Training (WE&T) Program, and Codes & Standards (C&S) Program.

The Partners shall work cooperatively to implement RuralREN North Programs, as defined in the Bylaws and comply with CPUC requirements. The Partners will perform all tasks and deliverables and shall comply with all applicable laws, policies, and regulations in carrying out RuralREN North program activities and other duties hereunder.

6. **Budget.** The Approved Decision sets forth the annual RuralREN North Program budget, by year, the maximum expenditure under this MOA for RuralREN North Program activities and administration. RCEA will reimburse the Partners, in amounts not to exceed those stated in Annual Portfolio-level Budget, for allowable costs incurred for the express purpose of performing RuralREN North program activities. All reimbursements are subject to receipt of sufficient funds from the CPUC and/or Fiscal Agent.
7. **RuralREN North Advisory Committees.** The Governing Partners may establish such advisory committees as deemed appropriate to assist the Governing Partners in its implementation of RuralREN North. Advisory committees shall be established in accordance with procedural requirements contained in the Bylaws.
8. **Termination.**
 - a. RCEA may terminate this MOA for convenience, provided that RCEA gives one year’s written notice prior to the date of termination. In the event that RCEA provides notice to terminate this MOA for convenience, RCEA and the Partners agree to work together in good faith to assign RCEA’s responsibilities to another local government or joint powers authority. RCEA and the Partners shall follow the CPUC’s process for proposing a change to the Lead Administrator, in which case this MOA would be amended to remove RCEA and name the new Lead Administrator. In the event the Partners are unable to identify and agree on another agency to serve as a lead, or if the CPUC does not approve of a new Lead Administrator, this MOA shall be terminated.

- b. The MOA may be terminated if the RuralREN North funding is discontinued by an order, decision, or resolution of the CPUC.

9. Breach.

- a. If any Partner fails to perform a material obligation under the MOA and/or Bylaws, RCEA will notify the Partner of the breach and provide 30 days to cure.
- b. In the event that there is a disagreement as to the allegation of a material breach, the Partners agree to enter into good faith negotiations via the dispute resolution process in the Bylaws in order to resolve the disagreement.
- c. If the Partner is found to be in breach and fails to cure any breach of this MOA within 30 days of receipt of a notice of breach from RCEA, then RCEA may serve written notice to the Partner that RCEA intends to terminate this MOA with the breaching Partner and thereafter, if the material breach is not timely and reasonably cured, terminate this MOA with the breaching Partner.
- d. The remaining Partners agree to work together in good faith to assign the breaching Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency.
- e. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, the obligations and monies for carrying out program activities for RuralREN North not fulfilled by the removed Partner may be used by RCEA, in its sole discretion, to carry out program activities for the RuralREN North region in the removed Partner's region.

10. Withdrawal. Lake APC, MCOG, or SBC may withdraw from this MOA without cause by providing 180 days' notice to RCEA and the Governing Partners. The remaining Partners agree that obligations and monies for carrying out program activities for RuralREN North not fulfilled by the withdrawing Partner may be used by RCEA, in its reasonable discretion, to carry out program activities for the RuralREN North region in the withdrawing Partner's region. In the event a Partner provides notice to withdraw from this MOA, the remaining Partners agree to work together in good faith to assign that Partner's responsibilities to another Partner or agency, in which case this MOA would be amended. Such good faith efforts shall also include working with the CPUC in order to identify another agency. In the event the Partners are unable to identify and agree on another Partner or agency to serve as the replacement Partner, or if the CPUC does not approve of a new Partner, this MOA shall be amended to remove the withdrawing Partner and reassign duties among the existing Partners.

11. Change of Lead Administrator. The Lead Administrator named in this MOA may be changed only through the process established in the Bylaws. Any Lead Administrator change made by the Governing Partners must be made in a manner consistent with the Approved Decision and is effective only upon final approval by the CPUC.

12. **Dispute Resolution.** The Bylaws shall establish a dispute resolution process to address any allegation of a material breach by a Partner or Lead Administrator, or any material disagreement by the Partners.
13. **Hold Harmless and Indemnity.** Each Partner shall indemnify and hold harmless each other Partner, and their respective officials, directors, agents, and employees from and against any and all demands, causes of action, claims, costs, expenses, and liability for any loss, damage, or injury caused by the negligence or willful misconduct of the indemnifying Partner, or its officers, employees, or agents, in the indemnifying Partner's performance under this MOA. The obligations of the indemnifying Partner under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other Partner. Under no circumstances shall the indemnifying Partner be liable to any other Partner or any other person or entity for consequential or special damages, or for any damages based on loss of use, revenue, profits, or business opportunities arising from or in any way relating to performance of the indemnifying Partner under this MOA.
14. **Indemnification by Contractors and Subcontractors.** Additionally, each Partner shall require all third party contractors and subcontractors performing RuralREN North program activities to indemnify, defend, and hold harmless each Partner and their respective officials, directors, agents, employees from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of such indemnifying contractor or subcontractor, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of RuralREN North program activities, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.
15. **Use of Terms.** All terms used in this MOA containing initial capitalization are defined in this MOA, the Approved Decision, as modified by subsequent CPUC rulings. If any definitions conflict, the order of precedence shall be: the CPUC Approved Decision, as modified by subsequent rulings, and this MOA.
16. **Responsibility for Additional Cost and Expenses.** This MOA does not bind any Partner to the incurring of additional expenses or costs that are not specified in this MOA or the Lead Administrator's individual contracts with Implementing Agencies.
17. **No Third-Party Beneficiary.** This MOA is only for the benefit of the Partners and not for the benefit of any third party.
18. **Exhibits.** In the event of an inconsistency between this MOA and the Exhibits as attached hereto, the MOA shall control.
19. **Use of Partners' Name.** Individual Partners must receive approval from any other Partner prior to using the other Partner's name or logo.
20. **Amendments.** This MOA may be amended only by unanimous vote of the Governing Partners and a written instrument executed by authorized representatives from each of the Partners in the

same manner as this MOA.

21. Effective Date, Term. This MOA shall begin and become effective on (“Effective Date”) the date of the last party signing below and restated for reference in the preamble. This MOA will remain in effect until terminated by unanimous vote of the Governing Partners.

22. Confidentiality.

- a. Common Interest. The Partners share common legal and/or policy interests from their joint participation in RuralREN North, the implementation of which will benefit from discussions and collaboration among respective counsel relating to common legal interests affecting the Partners. The Partners wish to preserve, to the maximum extent possible, any applicable privilege or protection (including, but not limited to, the attorney-client privilege and the work product doctrine as well as the official information privilege) and any other protections accorded confidential or proprietary information that they may have relating to the Confidential Information shared.
- b. Confidential Information. For purposes of this MOA, “Confidential Information” is specifically defined as legal, policy and commercial information provided by one Partner to one or more other Partners and designated as “Confidential,” that the disclosing Partner has not made public and does not intend to make available to the public, including but not limited to the following: written communications; documents; factual and legal analyses, summaries, and memoranda; contracts; operating data; opinions; legal strategies; interview reports and reports of experts, consultants or investigators; notes, reports, or recordings, in any form, of joint meetings between counsel, their representatives and employees, and of any meetings between counsel, the Partners, their representatives and employees with consulting experts or support service providers.
- c. Use of Confidential Information. The Partners shall keep all Confidential Information confidential. If Confidential Information is required to be disclosed by act of law or judicial or other governmental action, the duty to maintain confidentiality of such information shall remain to the extent the disclosure is not subject to the law or specific disclosure demand. As needed to preserve privilege, the Lead Administrator may require members to execute confidentiality and/or nondisclosure agreements to access confidential attorney communications and work product.
- d. Transmittal of Confidential Information. Transmittal of confidential information not exempt from the California Public Records Act shall only occur through a manner that preserves confidentiality, as recognized under the California Public Records Act. All Partners must adhere to such methods.
- e. Requests for Disclosure Pursuant to the California Public Records Act.
 - i. Each Partner acknowledges that RCEA is a public agency subject to the requirements of the California Constitution, Article 1, Section 3 and the California Public Records Act (Government Code §§ 7920.000–7931.000).
 - ii. Each Partner acknowledges that it may submit to or otherwise provide RCEA with

access to materials that a Partner considers Confidential Information, which may or may not be exempt from public disclosure under applicable California law.

- iii. Where any third-party (the “Requestor”) not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to RCEA for access to Confidential Information (the “Request”), RCEA will promptly notify the Partners of the Request before responding to the Requestor and indicate its preliminary analysis of whether the records requested are subject to or exempt from disclosure under the California Public Records Act. If the information demanded or requested affects more than one Partner, then the affected Partners shall cooperate in their response, including engaging joint counsel if deemed advisable, and share such costs. In the event any Partner disagrees with RCEA’s preliminary analysis, such Partner shall be solely responsible for taking whatever legal steps such Partner deems necessary to prevent release of information to the Requestor (including the release of such information by RCEA). Such Partner is responsible for all costs associated with pursuit of any legal steps, including the pursuit of any legal remedies, subject to any sharing of costs in the case more than one Partner is affected (e.g. retaining joint counsel).
- iv. Each Partner understands and acknowledges that the California Public Records Act compels RCEA to respond to Requests within ten (10) calendar days of receipt of a Request (the “RCEA Deadline”). Where RCEA has met its obligation to timely notify the Partners as set forth in subsection 3 above and a Partner fails to notify RCEA that it will seek a protective order or other legal remedy to bar the disclosure of information that the Partner considers Confidential Information prior to RCEA Deadline, RCEA may, without liability hereunder, disclose the Confidential Information that is necessary to be disclosed in response to the Request.
- f. **Exceptions.** Notwithstanding the foregoing, “Confidential Information” shall exclude (and a receiving Partner shall not be under any obligation to maintain in confidence) any information (or any portion thereof) disclosed by any Partner to the extent that such information:
 - i. Is in the public domain at the time of disclosure by the disclosing Partner;
 - ii. At the time of or following disclosure, becomes generally known or available through no act or omission on the part of any receiving Partner;
 - iii. Is known, or becomes known, to the receiving Partner from a third-party source that is not under an obligation to the disclosing Partner to maintain confidentiality;
 - iv. Is independently developed by a Partner without violating any of its obligations under this Agreement or any other agreement between the Partners;
 - v. Is permitted to be disclosed by a formal written agreement executed by and between the receiving Partner(s) and the disclosing Partner;

- vi. Was in the possession of the receiving Partner prior to disclosure by the disclosing Partner; or
- vii. Is required to be disclosed by law or regulation; provided that, to the extent practicable and legally permissible; the disclosing Partner is given prompt notice of such required disclosure so that the disclosing may seek an injunction or other protective order.
- g. Labeling Confidential Information. The Parties shall identify any Confidential Information provided in tangible or electronic form pursuant to this Agreement as “confidential.” If the disclosure is oral, the Confidential Information shall be identified as confidential at the time of disclosure. Notwithstanding the foregoing, the Parties shall treat all disclosures so identified as Confidential Information, whether the confidential status is indicated orally or in writing or by a context in which the disclosing Partner reasonably communicated, or which the Parties should reasonably have understood that the disclosure should be treated as confidential, and whether or not the specific word “confidential” is used.
- h. Disclosures. In the event of an unauthorized disclosure or loss of Confidential Information, the disclosing Partner shall notify the other Partner immediately when such disclosure or loss comes to its attention.
- i. Returning and Deleting Confidential Information. In the event that a Partner withdraws from this MOA or the MOA is terminated pursuant to the terms of this Agreement, all Partners shall promptly return all Confidential Information received and return or destroy any copies or summaries thereof or reports based thereon to the Partners who delivered the Confidential Information. Partners’ obligations arising under this Section shall continue for a period of thirty-six (36) months following the termination of this MOA.

23. Intellectual Property Rights. Nothing contained in this Agreement will be construed to grant or imply any right to any Partner with respect to any intellectual property of any other Partner (whether or not copyrighted or patented), including any uses related thereto, and all Confidential Information is the sole property of the disclosing Partner. The analysis and work product hereunder are to be prepared for the exclusive use of the Partners and their designated agents. Furthermore, such work products may not be reproduced or used for any other purpose without the express written consent of the Parties.

24. Notices. Any and all notices required to be given pursuant to the terms of this MOA shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Sierra Business Council
Steven Frisch
President
PO Box 2428 Truckee, CA 96160
(530) 582-4800
sfrisch@sierrabusiness.org

Redwood Coast Energy Authority
Stephen Kullmann
Director - Demand Side Management
633 3rd Street, Eureka, CA 95501
(707) 269-1700
Skullmann@redwoodenergy.org

Lake Area Planning Council
Lisa Davey-Bates
Executive Director
525 S. Main St Suite G
Ukiah, CA 95482
707-234-3314
ldaveybates@dbcteam.net

Mendocino Council of Governments
Nephele Barrett
Executive Director
525 S. Main St., Ste B
Ukiah, CA 95482
707-463-1859
barrettn@dow-associates.com

- 25. Authority.** Each Partner represents and warrants that the person signing this MOA has legal authority to sign this MOA and bind that party.
- 26. Counterparts.** This Amendment may be executed by the Parties in one or more counterparts using verified electronic signature or signature transmitted in PDF, each of which shall be an original, but all of which shall constitute one and the same instrument, and when so executed and delivered shall be treated by the Parties and given the same effect as an original.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, have executed this Memorandum of Understanding on the date below, to be effective on the Effective Date stated above.

(Signatures on following page)

Redwood Coast Energy Authority

Signature:

Date:

Eileen Verbeck, Interim Executive Director

Sierra Business Council

Signature:

Date:

Steven Frisch, President

Lake Area Planning Council

Signature:

Date:

Lisa Davey-Bates, Executive Director

Mendocino Council of Governments

Signature:

Date:

Nephele Barrett, Executive Director

EXHIBIT A

RuralREN North Bylaws

Effective Date: MM, DD, YYYY

The following Bylaws are for the regulation of RuralREN North, and implement that Memorandum of Agreement (“MOA”) entered into by and between the RuralREN North Partners on MM,DD,YYYY.

I. Purpose

Pursuant to the MOA, these Bylaws are adopted to:

1. Define and formalize the working relationship among the Northern California Rural Regional Energy Network (“RuralREN North”) Partners using their expertise and experience in the design and implementation of energy programs throughout the RuralREN North service area;
2. Define the shared goals and objectives of the RuralREN North Partners as they collaborate in operating the RuralREN North and establish the necessary administrative and governance structure to promote a cooperative relationship for ensuring successful development and implementation of RuralREN North activities in a manner consistent with the California Public Utilities Commission (“CPUC”) RuralREN North approval Decision, D.24-09-031, and subsequent relevant RuralREN North rulings;
3. Provide the Partners and their staff with a simple and flexible governance and operations framework that defines roles and responsibilities, and delineates scopes of authority of the RuralREN North Governing Partners, Lead Administrator, and Implementation Partners;
4. Establish processes and channels for effective and transparent communication and decision making; and
5. Accommodate future expansion of programs and capacity to scale.

II. Overview of RuralREN North:

The RuralREN North Partners include Lake Area Planning Council (“Lake APC”), the Mendocino Council of Governments (“MCOG”), the Redwood Coast Energy Authority (“RCEA”), and Sierra Business Council (“SBC”), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. RuralREN North’s current portfolio of programs, as authorized by the CPUC, includes:

Resource Acquisition Programs:

- Residential Sector
- Commercial Sector

Codes & Standards (C&S) Programs:

- Codes and Standards (C&S)

Equity Programs:

- Residential Sector
- Public Sector
- Financing
- Workforce, Education and Training (WE&T)

III. Governance and Operations:

RuralREN North’s governance and operations framework is comprised of four main roles, consisting of the Governing Partners, Lead Administrator, Implementing Agencies, and Advisory Committees. Each role is defined in the MOA and below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

1. RuralREN North Governing Partners

- a. Governing Partners Responsibilities: A core responsibility of the Governing Partners is the development and approval of RuralREN North’s Annual Strategy and Portfolio Plan (“ASP”) and RuralREN North’s Annual Portfolio-level Budget (“APB”). Each annual ASP is the central guiding document for RuralREN North’s operations during the year, and will include portfolio-level strategy, operations, and policy decisions for RuralREN. Each annual ASP shall establish the funding allocations among and between RuralREN North’s programs, regions, and implementing agencies. Both the final ASP and final APB must be delivered to the Lead Administrator by November 1 of the preceding year. Approval of each year’s final ASP and APB shall require the unanimous consent of all members of the Governing Partners.

In addition, the Governing Partners have the following responsibilities:

- i. Develop and approve RuralREN North’s revised Business Plan submission, as authorized and directed by any CPUC decision.
 - ii. Review and approve RuralREN North’s Application to the CPUC for each funding cycle. Approval of funding cycle Applications shall require unanimous consent of all Governing Partner members.
 - iii. Monitor the Lead Administrator’s progress towards achieving the objectives set forth in the ASP.
 - iv. Provide guidance to the Lead Administrator on achieving the portfolio-level and strategic objectives set forth in the ASP.
 - v. Hold regular Governing Partner meetings.
 - vi. Develop and provide a formal evaluation of the Lead Administrator annually or as deemed necessary by a majority of Governing Partner members. The timing of the evaluation shall be prior to submitting RuralREN North’s business plan and portfolio applications to the CPUC for future REN funding cycles.
 - vii. Develop and adopt a policy or policies to establish guidelines for Governing Partner member code of conduct, conflicts of interest, recusals, and procedural matters including election and terms of officers, as deemed appropriate by the Governing Partners.
 - viii. Establish and appoint representatives to advisory committees, as needed.
 - ix. Address and resolve high-level programmatic concerns and issues relating to program design, branding and marketing, strategy, and consulting support (e.g., determine need to request CPUC approvals for changes in program design, determine need for fund shifts, determine need for additional consulting support, etc.).
 - x. Authorize responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- b. Meetings.

- i. The Governing Partners shall approve a regular meeting schedule. The Lead Administrator may schedule special meetings if necessary to conduct business in between regular meetings. Meeting minutes will be taken and distributed as soon as possible, and no later than 2 days before the next scheduled meeting.
 - ii. The Governing Partners will nominate and elect a Chair to the Governing Partners during the first quarter of each calendar year. The term shall be one year. The Chair of the Governing Partners will facilitate meetings, encourage participation, create a collaborative environment, and help the group stay focused on tasks. The Governing Partners may nominate and elect a Chair-Pro-Tem in the temporary absence of the Chair.
 - iii. Agendas shall be developed by the Lead Administrator and approved by the Chair. Agendas shall be distributed to all Governing Partners no later than 2 days before the meeting. Any Governing Partner can request an item be added to the agenda if the request is received prior to posting the agenda.
- c. Voting. General voting requirements are defined or contained in the MOA. When consistent with the MOA, the Partners shall seek to make group decisions by consensus. Consensus decisions mean that each Governing Partner understands the decision, has had a chance to express concerns, and states that they are willing to actively support the decision(s). If unanimous consensus cannot be reached, then three fourths (3/4) of the Governing Partners must vote affirmatively to take action on agendized discussion or action items, unless a different vote is otherwise required.
- d. Reimbursements. Governing Partners when participating in RuralREN North meetings may be eligible for reimbursement from the CPUC funds for portfolio level administrative activities as specified in the APB. The Lead Administrator will develop a claim process and procedure for Governing Partner reimbursement that is consistent with the Lead Administrator’s procurement policy. The claims process and procedure shall be approved by the Governing Partners.

2. RuralREN North Lead Administrator

The RuralREN North Lead Administrator shall be a Partner in the RuralREN North. The Lead Administrator will designate a Portfolio Manager, separate from the Lead Administrator’s Primary and Alternate Governing Partners’ Representatives, who will represent the administrative interests of the RuralREN North to the Governing Partners. The Lead Administrator’s Executive Director or designee shall have the authority to take actions and execute agreements as the RuralREN North Lead Administrator consistent with the Lead Administrator’s procurement policy and the Annual Portfolio-Level Budget.

- a. Lead Administrator Responsibilities. The Lead Administrator is responsible for administering RuralREN North on a day-to-day basis in accordance with the Memorandum of Agreement. The Lead Administrator will lead fiscal, procurement, and contracting activities pursuant to the Lead Administrator’s procurement policies. The Lead Administrator will serve as the primary regulatory contact for RuralREN North. Each Partner will support the Lead Administrator’s coordination with CPUC processes and other CPUC portfolio administrators (“CPUC PAs”). Any of the following duties may be delegated to other members of the Governing Partners with

unanimous consent of the Governing Partners.

The Lead Administrator's other administrative responsibilities include:

- i. Representing RuralREN North on the California Energy Efficiency Coordinating Committee (CAEECC).
- ii. Providing oversight of budgets, expenses, and reimbursements.
- iii. Implement decisions of the Governing Partners and implement the ASP prepared annually.
- iv. Establish, manage, and administer the overall RuralREN North budget, including shifting funds between Programs and Implementing Agencies. The overall RuralREN North budget shall be consistent with the program, region, and implementing agency allocations established by the Governing Partners in the APB.
- v. Manage regulatory and legislative advocacy on behalf of RuralREN North and in furtherance of RuralREN North's interests.
- vi. Coordinate with other CPUC PAs on regulatory requirements and program implementation.
- vii. Represent RuralREN North in coordination with state agencies and working groups that impact RuralREN North or EE programs.
- viii. Officially represent RuralREN North in state and regional contexts. This role includes, but is not limited to, communications on behalf of RuralREN North with the public, media, state and local governments, regulators, the media, and commercial contexts.
- ix. Coordinate with and seek direction and guidance from the Governing Partners as appropriate on portfolio-level activities.
- x. Draft meeting agendas for Governing Partner meetings and distribute after Chair approval.

Assign staff to take minutes at Governing Partner meetings and distribute to the Partners 2 days prior to the next meeting.

- b. CPUC Compliance. The RuralREN North Partners recognize that the Lead Administrator is solely accountable to the CPUC for compliance with the CPUC Approved Decision and applicable laws, regulatory decisions, and regulations.
 - i. Override Authority. The Lead Administrator shall have the authority, at its discretion, to avoid harm or noncompliance by overriding a decision of the Governing Partners. This override authority shall be recognized as an extraordinary remedy to avoid significant noncompliance or harm and shall not be used in the ordinary course of business. If an issue arises that may require the use of this authority, the Lead Administrator will provide written notice to the Partners via email as soon as the issue is discovered and before any action is taken. Unless doing so would be a violation of compliance with a CPUC deadline, the Lead Administrator shall call a special meeting of the Governing Partners to make a good faith effort to work collaboratively to resolve the issue without the use of this authority and potentially amend the decision of the Governing Partners.
 - ii. Exercise of Override Authority. The override authority process may only be used if the

Lead Administrator has determined that a Governing Partners' decision meets the following criteria:

- i. Does not comply with the CPUC Approved Decision or applicable regulatory authority;
- ii. Does not comply with third-party agreements entered into by the Lead Administrator on behalf of the RuralREN North;
- iii. Is contrary to state, local or internal requirements imposed on the Lead Administrator;
- iv. Would unduly increase the risk of liability exposure to the Lead Administrator;
- v. Would adversely impact the Lead Administrator's reputation or goodwill; or
- vi. Would cause other significant harm to the Lead Administrator or the RuralREN North programs.

3. Implementing Agencies:

The RuralREN North Implementing Agencies, composed of RuralREN North

Partners' staff and third-party implementers will oversee day-to-day program operations and execution of each program in the portfolio.

RuralREN Programs will be implemented through program implementation agreements entered into between the Lead Administrator and individual Implementing Agencies. Agreements will include details on how payment will be made to Implementing Agencies by the Lead Administrator and will adhere to the APB.

- a. Implementing Agencies' Responsibilities. Implementing Agencies are responsible for engaging the counties they serve and designing and delivering RuralREN North Programs that reflect the existing service gaps and needs expressed in those counties. The manner of engagement is within the authority of the Implementing Agency who makes its own decisions regarding staffing, procurement, etc.

Implementing Agencies shall complete and/or undertake the following additional responsibilities:

- i. Coordinate and identify needs of the RuralREN region using input from the Partners and stakeholders within the regions served.
- ii. Oversee program initiation, planning, execution, monitoring, and review.
- iii. Gather input from Program Team for program initiation and when establishing deliverables and milestones.
- iv. Oversee development of a Program Implementation Plan (PIP).
- v. Manage program-level performance and provide reporting to Lead Administrator.
- vi. Manage program implementation budget in coordination with Lead Administrator.
- vii. Recommend budget shifts to implement and operate the programs in coordination with the Lead Administrator and Governing Partners.
- viii. Facilitate Program Team meetings.

- ix. Coordinate/communicate with Lead Administrator and Governing Partners.
 - x. Coordinate and identify any needs from Implementation Agency staff that will contribute to success of a program and to ensure program coordination;
 - xi. Serve as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team members;
 - xii. Participate in industry webinars, conferences, and events, researching other similar programs, and sharing and leveraging best practices to inform program design;
 - xiii. Coordinate with other Regional Energy Networks, IOUs, and program administrators in their regions as directed by the RuralREN North Joint Cooperation Memo (JCM) regarding program design and delivery to enhance program performance and achieve mutual objectives;
 - xiv. Coordinate with the Lead Administrator to develop and present program design and implementation strategies consistent with the Implementation Plan at public webinars as required by the CPUC;
 - xv. Develop and update annual work plans and establish and communicate program-level roles and priorities with the Lead Administrator;
 - xvi. Manage program-level performance and provide program-level reporting to CPUC;
 - xvii. Manage program-level budget;
 - xviii. Schedule and draft agendas for Program Team meetings;
 - xix. Track and gather required program data to file CPUC regulatory filings (e.g., metrics) as necessary; and
- b. Reporting. Each Implementing Agency shall adhere to common reporting requirements for RuralREN North programs as required by the CPUC. For RCEA to compile information to meet reporting deadlines, the Implementing Agencies shall provide RCEA with all required metrics and will adhere to all required deadlines as defined in the contracts.
- c. Program Teams. Each RuralREN North Program has a Program Team including at least one representative from each Implementing Agency implementing a given program. Program Team member responsibilities include the following tasks:
- i. Take primary accountability for program implementation and operation within their region.
 - ii. Contribute to development of PIPs.
 - iii. Provide input/alternative suggestions for program design and implementation strategies.
 - iv. Attend periodic program meetings.
 - v. Gather input from individuals from non-implementing parties, advisory committee members, and third-party contractors or implementers who have subject-matter expertise pertaining to a given program.

4. RuralREN North Advisory Committees

The Governing Partners may establish Advisory Committees (for example: Technical Advisory

Committee(s), Program Operations Committee(s), and Equity and ESJ Advisory Team) to provide advice and expertise to the Governing Partners. The RuralREN North Advisory Committees may include local stakeholders with a vested interest in energy efficiency or energy reduction such as, but not limited to, local and regional governments, and community-based organizations. A Governing Partners representative will attend Advisory Committee meetings.

- a. Advisory Committee Responsibilities. Responsibilities may include helping to define program offerings, monitoring compliance with Program Implementation Plans (PIPs), promoting equity and inclusion, discussing challenges/barriers, navigating program changes to address problems, supporting new program rollout, and any other topic for which the Governing Partners seek advice or expertise. The Advisory Committees may advise the RuralREN North Governing Partners on outreach and enrollment, provide feedback on program evaluation reports, and recommend program improvements.

5. Changing the Lead Administrator

In the case where the change of the Lead Administrator is necessary, the Governing Partners shall follow the procedure as set forth below:

The Partner or Partners shall provide written notice to the other Governing Partners, including the Lead Administrator, stating the cause. The cause should reference the roles and responsibilities of the Lead Administrator as outlined in this MOA and clearly describe how those responsibilities are not being met by the current Lead Administrator. There will be a minimum 30 day cool down period following the written notice before any party will provide a response.

The Lead Administrator shall be given the opportunity to address and resolve any issues raised, or follow the dispute resolution process.

In the event that the Lead Administrator agrees with the recommended change, or the dispute resolution process leads to a vote removing the Lead Administrator, the Lead Administrator shall work with the Governing Partners on seeking a replacement agency. The Lead Administrator and Governing Partners shall follow the CPUC's defined process in the Approved Decision to formally change the Lead Administrator including filing a Tier 2 Advice Letter proposing the change. Until the Advice Letter is approved by the CPUC, the Lead Administrator shall be unchanged and shall continue to comply with CPUC requirements.

6. Dispute Resolution Process

The Partners agree that in the event of any dispute by and between them ("the Parties to the Dispute" or "Parties"), the Parties to the Dispute, if fewer than all of the General Partners, shall first attempt to resolve the dispute by way of the dispute resolution process, as described below:

The Parties to the Dispute shall provide written notice to the other Governing Partners, including the Lead Administrator, describing the dispute. There will be a minimum 30 day cool down period following the notice before any party will provide a response.

The Parties to the Dispute must then bring the issue to a Governing Partners' meeting for discussion. This

meeting may be a regularly scheduled or special meeting and must follow the Bylaws for proper noticing of the agenda in advance. The Partners may agree in a unanimous vote to resolve the issues or will schedule an additional meeting for discussion of the issue as a good faith effort to find resolution.

If the issues are not resolved at the second meeting, the issue will go to non-binding mediation as described in the Mediation section.

7. Mediation

In the event that a dispute between the Parties is not resolved using the Dispute Resolution Process, the Partners agree that they shall next attempt to solve the dispute by way of informal mediation. Mediation fees are incurred equally by the Parties to the Dispute and shall not be funded by RuralREN North authorized funds.

The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge (“Qualified Mediator”). Within ten (10) days of a demand for mediation, the Parties to the Dispute shall attempt to mutually agree on a Qualified Mediator. If the Parties to the Dispute agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties’ mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the Qualified Mediators shall then select a neutral Qualified Mediator who shall mediate the Parties’ dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator’s availability, the parties will make their best efforts to have the mediation scheduled and held within sixty (60) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any Party who fails to participate in the mediation shall waive their right to collect attorney’s fees and costs as provided for in this MOA.

If a resolution is not reached through mediation, then the Governing Partners will move to binding mediation or arbitration process. The selection of the next step will be made through a vote. If arbitration is selected, the arbitrator will be selected in the same method as the Qualified Mediator above.

Each of the Parties shall maintain as confidential the nature of any mediation or arbitration proceeding, as permissible under the California Public Records Act, and shall not, without the prior written consent of the other Party or Parties to the Dispute, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.



STAFF REPORT Agenda Item # 7.1

AGENDA DATE:	November 20, 2024
TO:	Board of Directors
PREPARED BY:	Dana Boudreau – Director of Infrastructure Planning Mike Avcollie – Senior Manager Infrastructure Planning
SUBJECT:	RCEA's Renewable Energy Vehicle Network (REVNet)

BACKGROUND

RCEA has owned, operated and maintained a network of publicly available electric vehicle (EV) charging stations since 2013. RCEA currently operates 29 stations at 17 locations across Humboldt County that offer 56 Level-2 charging ports. RCEA's Board of Directors requested an informational presentation about the state of the network and its ongoing operations.

SUMMARY

RCEA's Infrastructure Planning (IP) Department manages our Renewable Energy Vehicle Network (REVNet). The IP Department's PowerPoint presentation will cover RCEA's key RePower Plan transportation strategies, Humboldt County's electric vehicle (EV) population, an overview of EV chargers available in Humboldt County, details on RCEA's network of EV Chargers (REVNet), our network's performance status, efforts to expand and grow our network, and a summary of challenges we face.

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

- 3.1.3 *Facilitate Multi-modal Transportation Infrastructure*
- 3.2.2 *Promote Advanced Fuels.*
- 3.2.3 *Support Electric Vehicle Adoption.*
- 3.3.1 *Develop Transportation Electrification Infrastructure.*

EQUITY IMPACTS

Not applicable.

RECOMMENDED ACTION

None – Information only.

ATTACHMENTS

RCEA's Renewable Energy Vehicle Network slides will be presented at the meeting.

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RCEA's Renewable Energy Vehicle Network (REVNet)

Presentation to RCEA's Board of Directors

November 2024

Redwood Coast Energy Authority



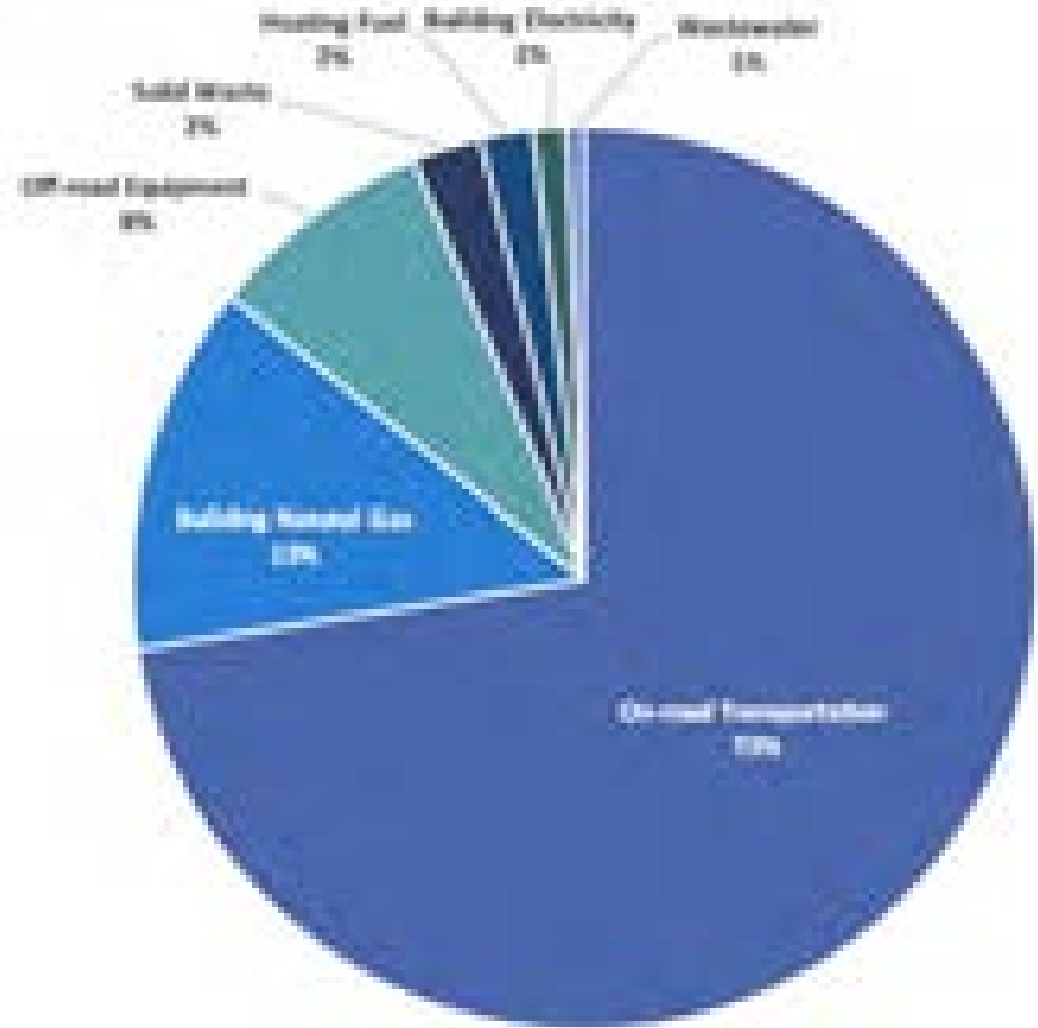
Transportation: 1 of 4 RePower Key Strategies

- Target: 6,000 electric vehicles in Humboldt County by 2025 and 22,000 vehicles by 2030.
- Develop public, workplace, and residential electric vehicle charging infrastructure to support electric vehicle targets.
- Reduce transportation greenhouse gas emission by over 65% by 2030.
- Maintain emissions reduction trajectory to eliminate fossil fuel use by 2050.

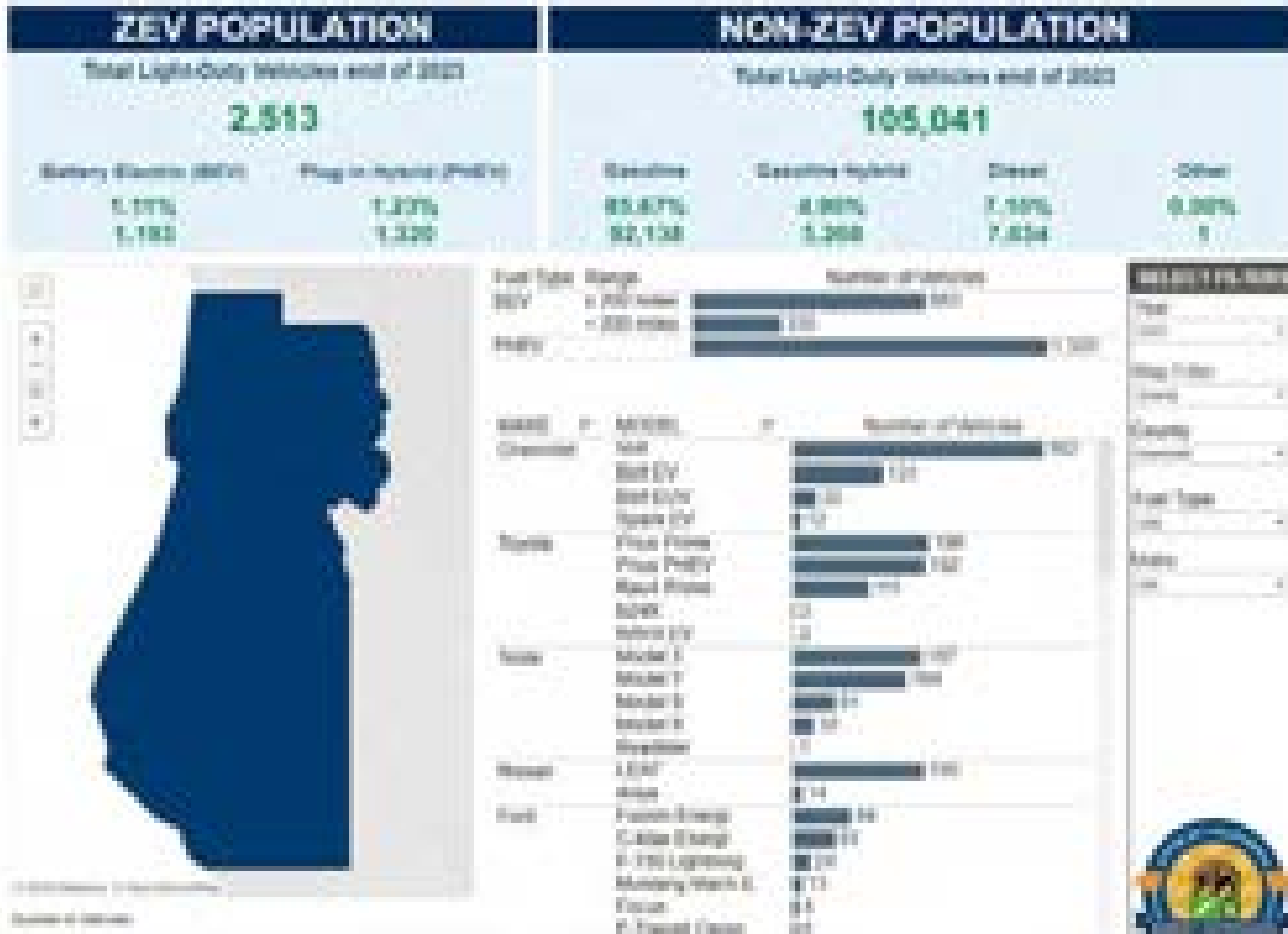
Transportation

- Major contributor to local greenhouse gas emissions
- On-Road is 73%
- Off-Road additional 8%
- Critical to achieve regional climate action goals

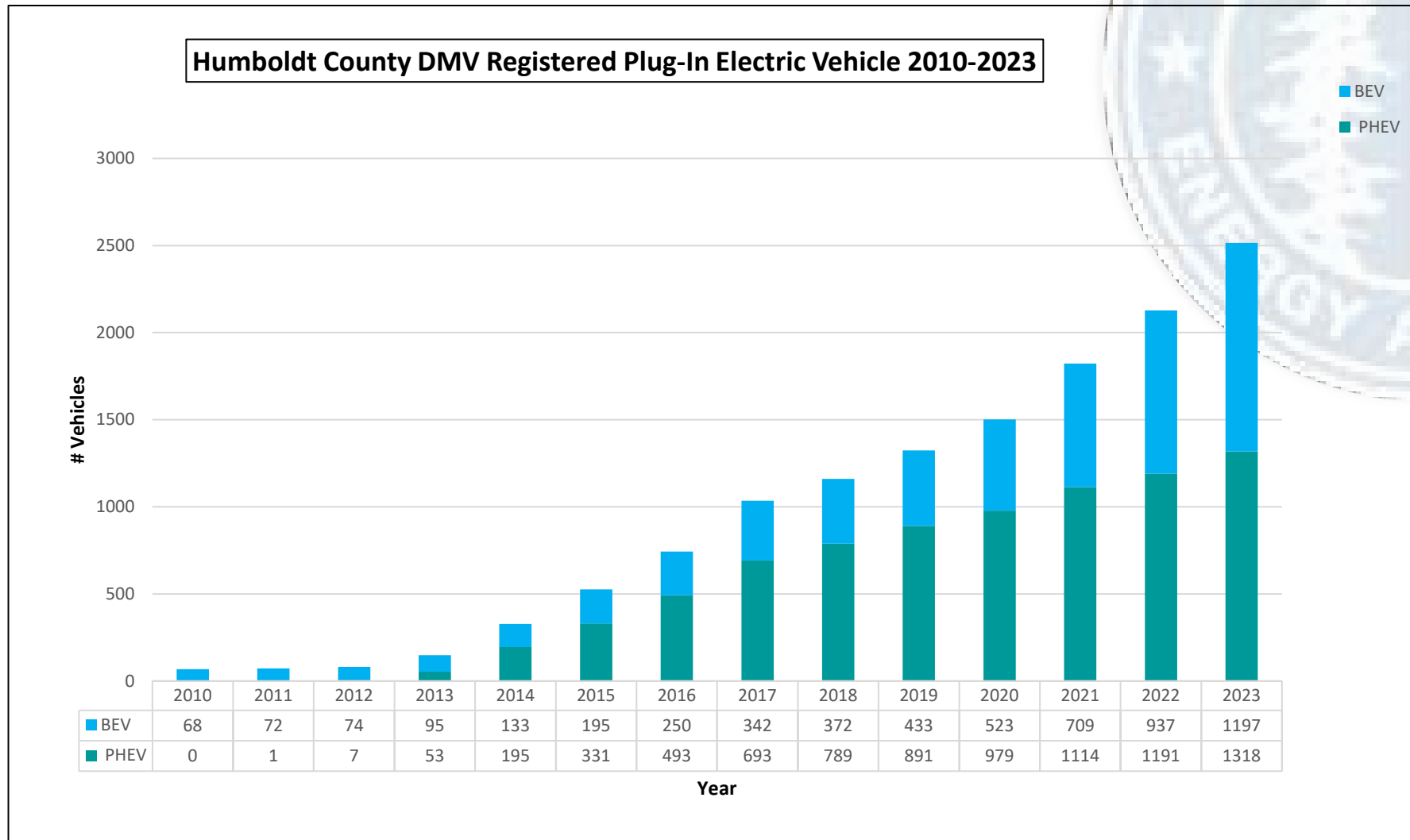
Figure 3 Humboldt GHG Emissions 2022 Inventory



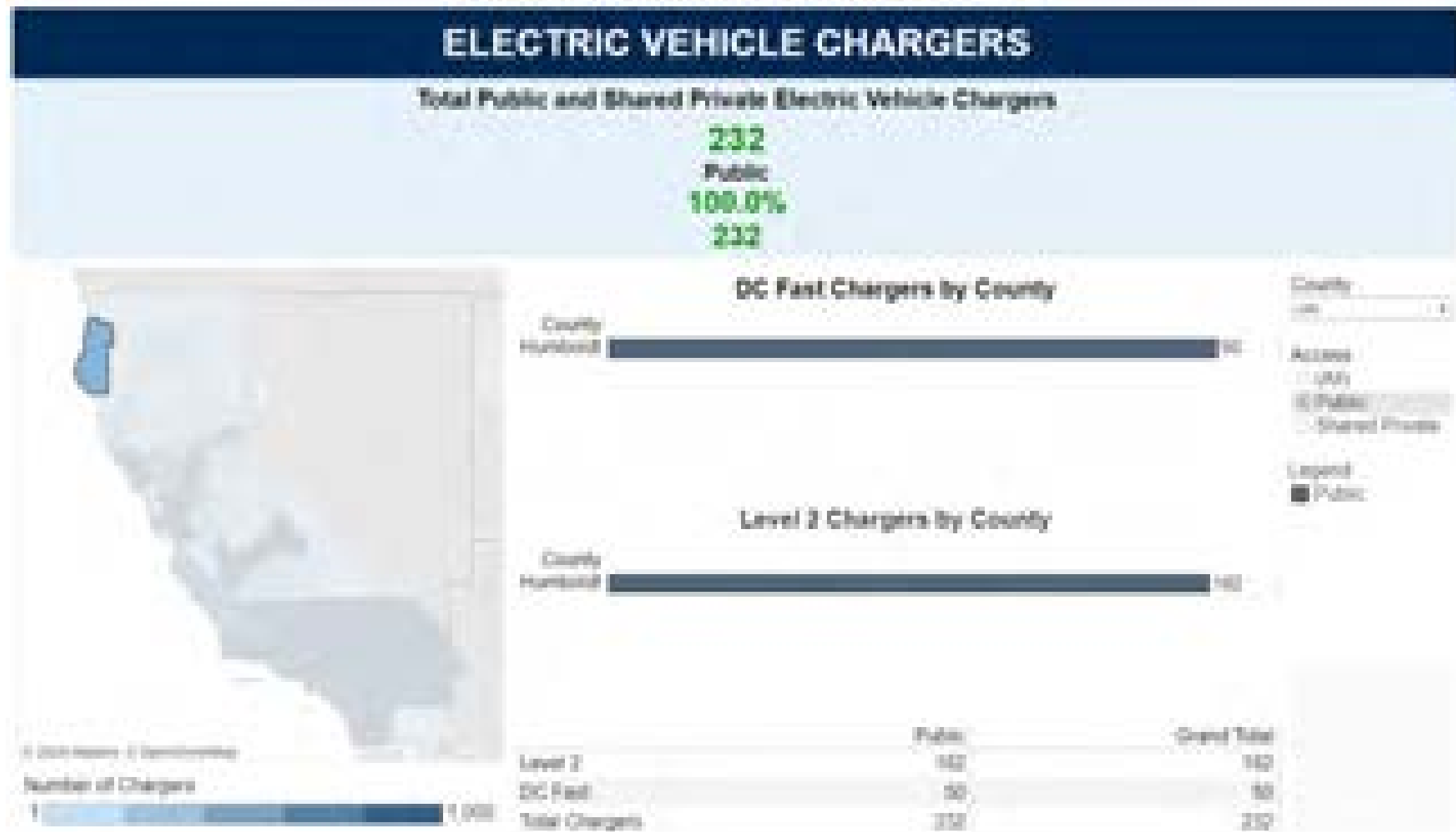
BEV/PHEV Vehicle Population in Humboldt County



BEV/PHEV Vehicle Population in Humboldt County

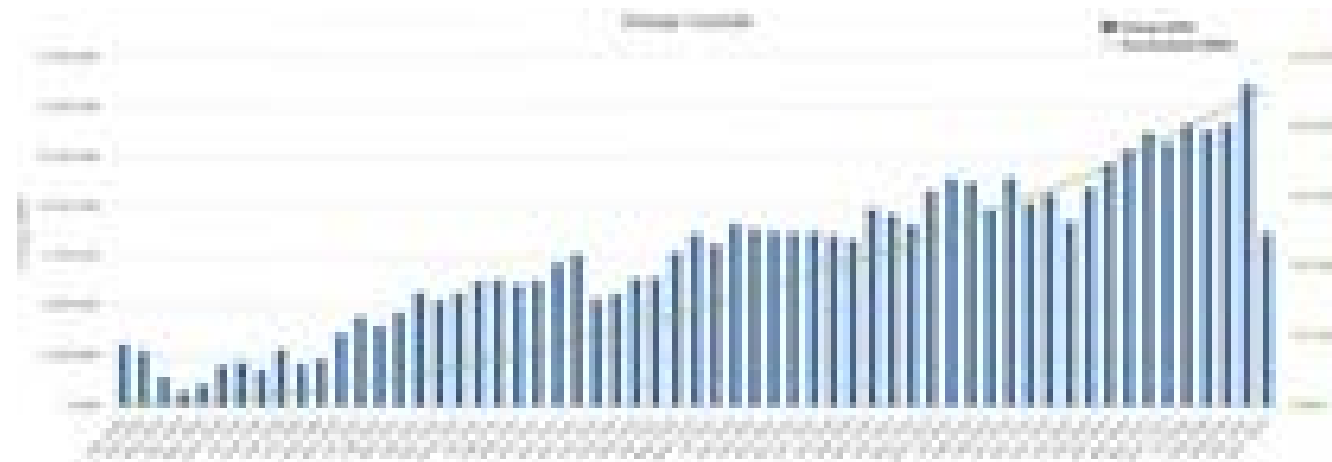
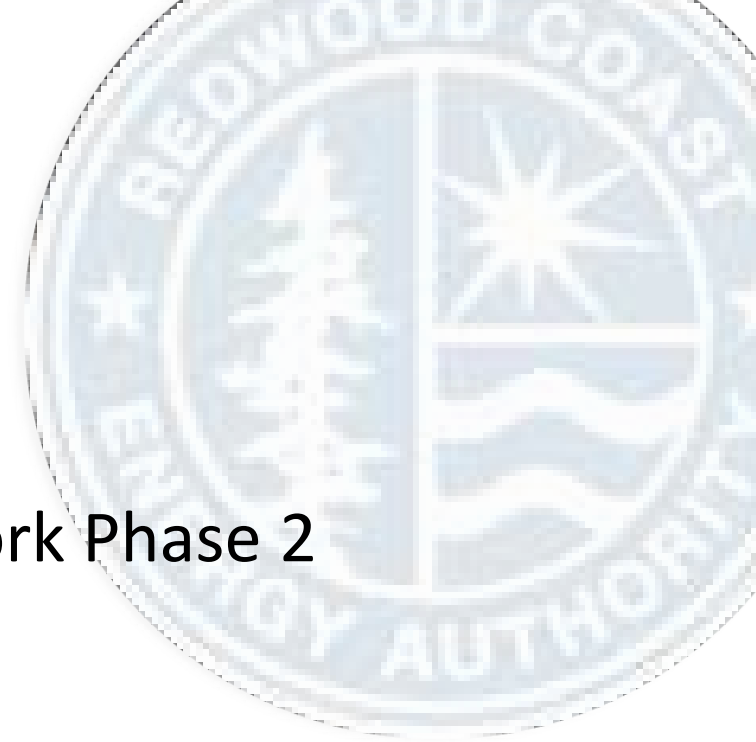


EV Charger Population in Humboldt County



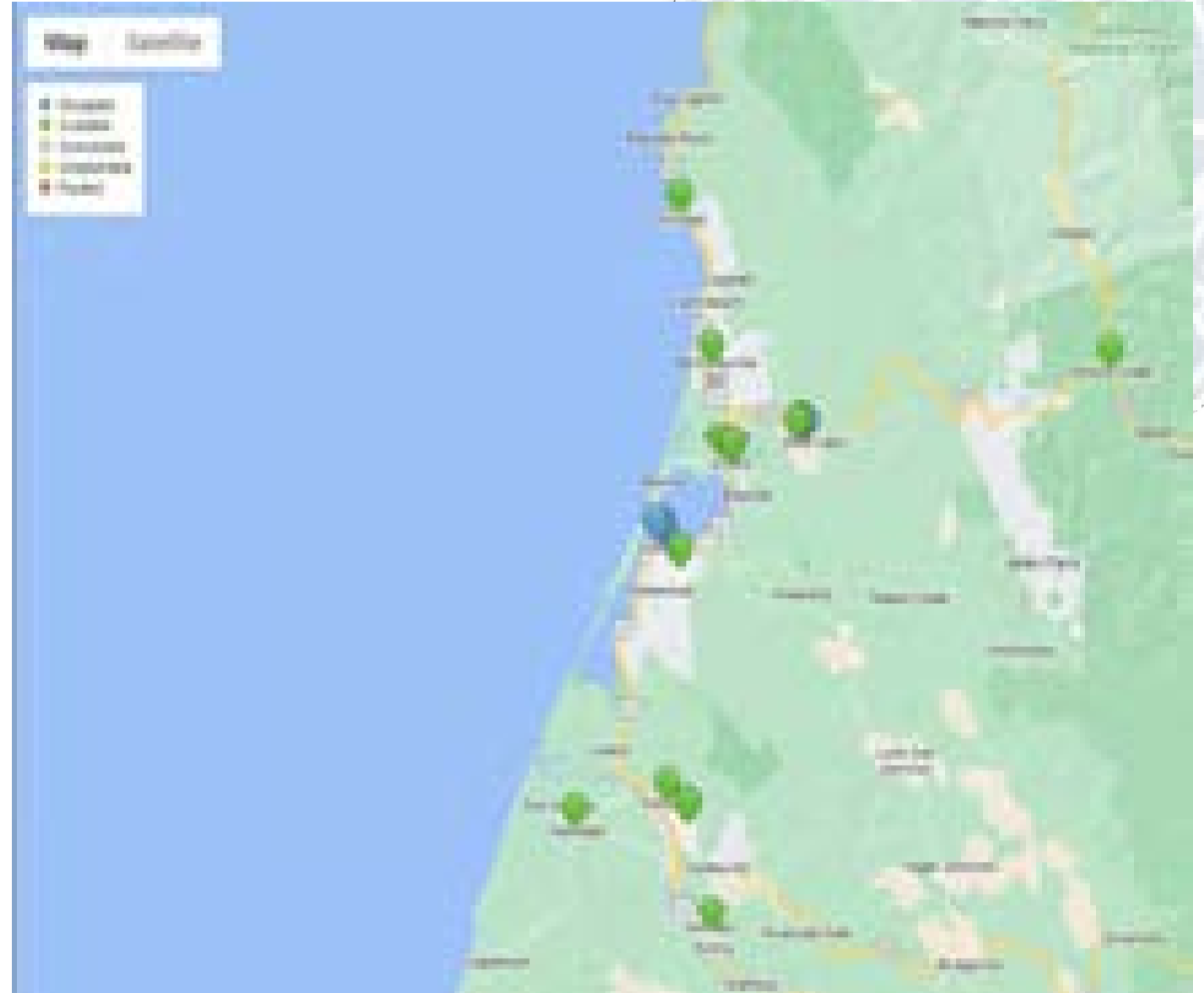
Current Programs

- REVNet public charging network
- North Coast Plug-In Electric Vehicle Charging Network Phase 2
- CCE-funded rebates:
 - Electric Bikes (E-bikes)
 - Electric Vehicles (EVs)
 - EV Service Equipment (Chargers)

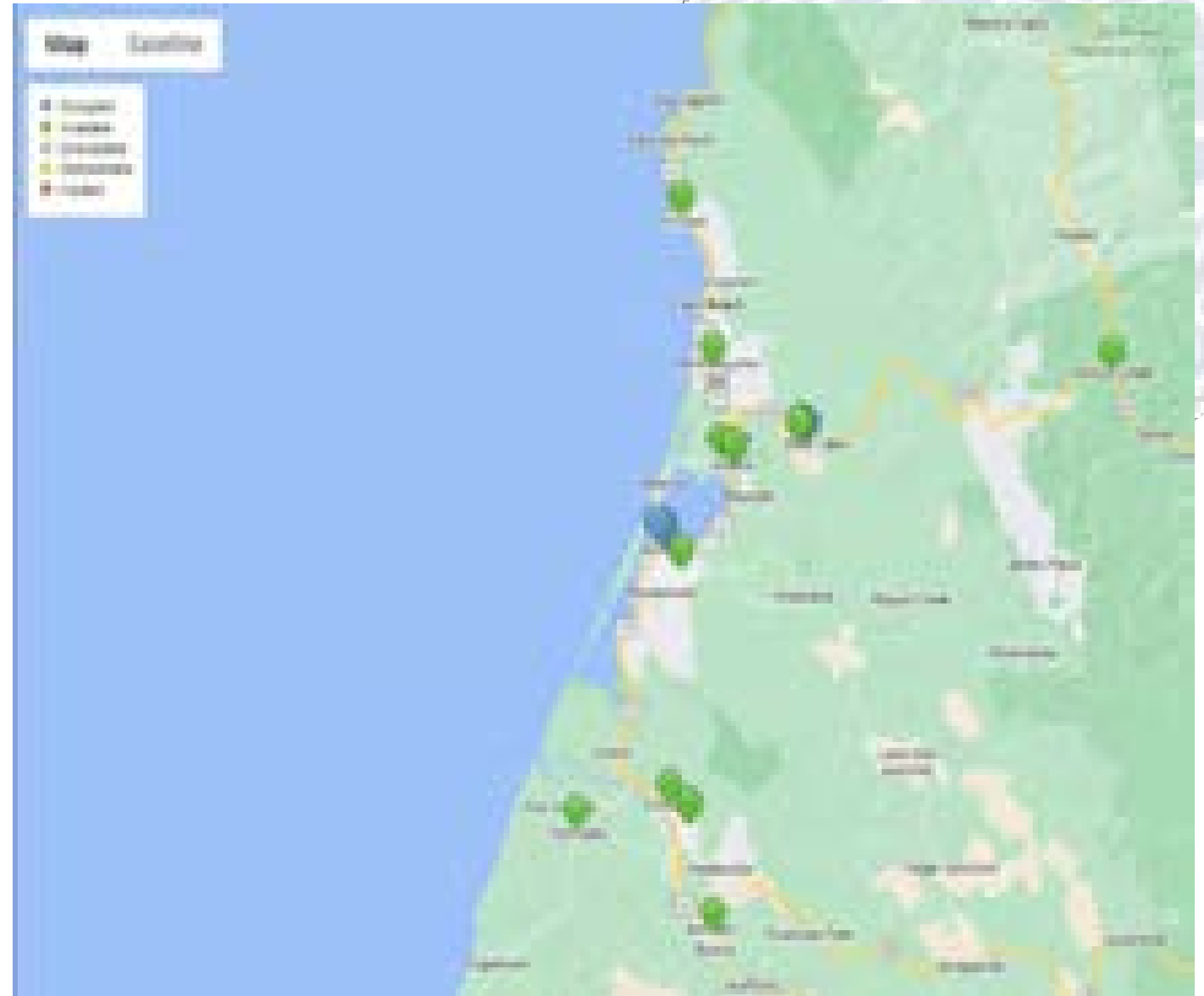


RCEA's Renewable Energy Vehicle Network (REVNet)

- 29 Level-2 Stations
- 56 Level-2 Charging Ports
- Locations:
 - Willow Creek 2 Ports
 - Trinidad 2 Ports
 - McKinleyville 2 Ports
 - Rio Dell 2 Ports
 - Ferndale 2 Ports
 - Arcata 10 Ports
 - Eureka 12 Ports
 - Fortuna 9 Ports
 - Blue Lake 15 Ports

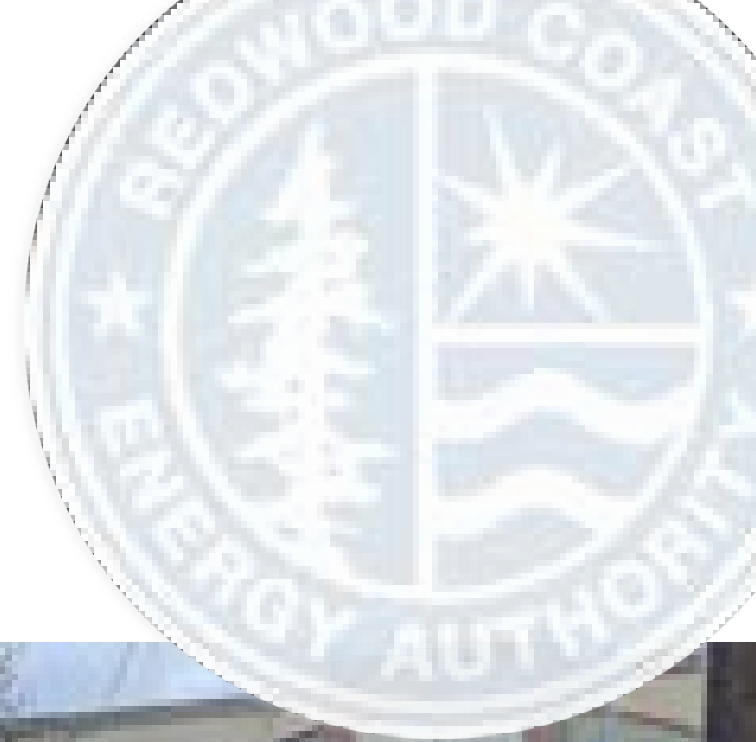


RCEA's Renewable Energy Vehicle Network (REVNet)



REVNet EV Charging Network

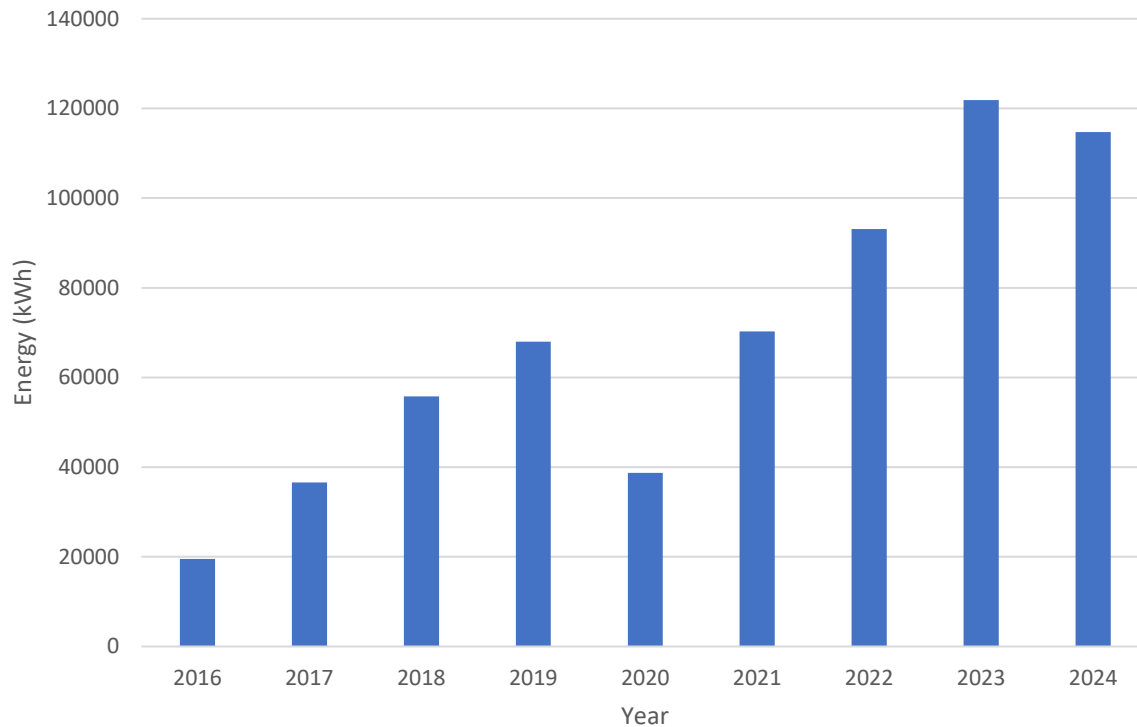
- County-wide network of public EV chargers owned and/or operated by RCEA
- Largest single public charging network in Humboldt County
- Started in 2016, now 17 locations, 29 stations, and 56 Level-2 ports
- Most recent addition:
 - Eureka H Street (4 new ports)



REVNet EV Charging Network Over Lifetime

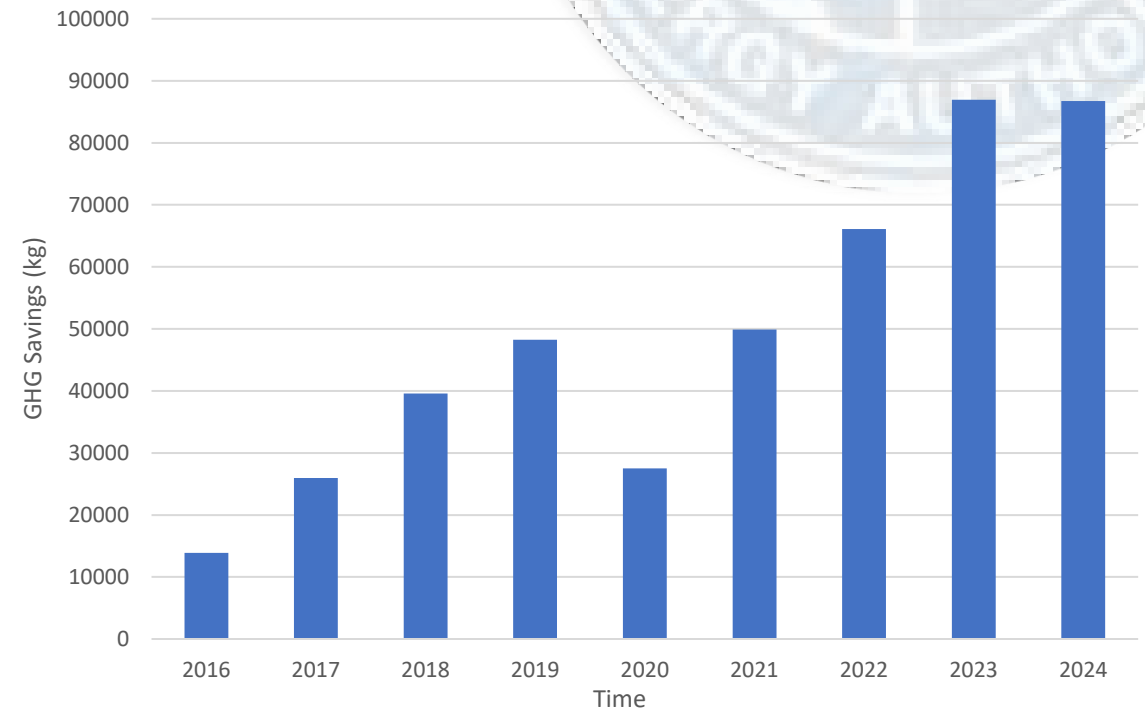
- Network graphs: kWh dispensed, GHG Savings
 - last month recorded: 09/2024

Amount of Energy Dispensed Annually



- Total MWh Distributed: 619.6 MWh

Annual GHG Savings (kg)



- Total GHG Savings: 365,206 kg

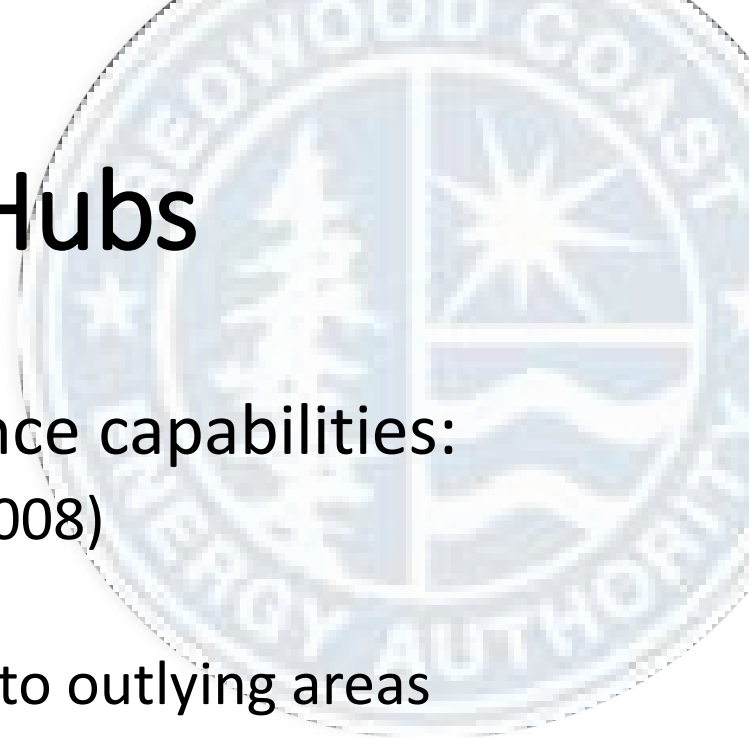
Network Reliability

- **Most recent data on file: Q3 2023 – Q2 2024.**
- Broken stations are leading complaint statewide
- Due to diligent monitoring and maintenance, our network is highly reliable.
- Our network uptime requirement is 97% or greater



Network Expansion: EV Resilience Hubs

- New round of public EV charging with future resilience capabilities:
 - Funded by CEC's Clean Transportation Program (ARV-22-008)
 - Grant amount: \$700,000 (plus \$175,000 RCEA match)
 - Expands existing network with infill and broader reach into outlying areas
- Resilience features:
 - Next-generation stations with charging speeds up to 19.2 kW (vs existing 7.2 kW)
 - Vehicle To Grid (V2G): Future possibility of bidirectional charging to support resilience at key community locations

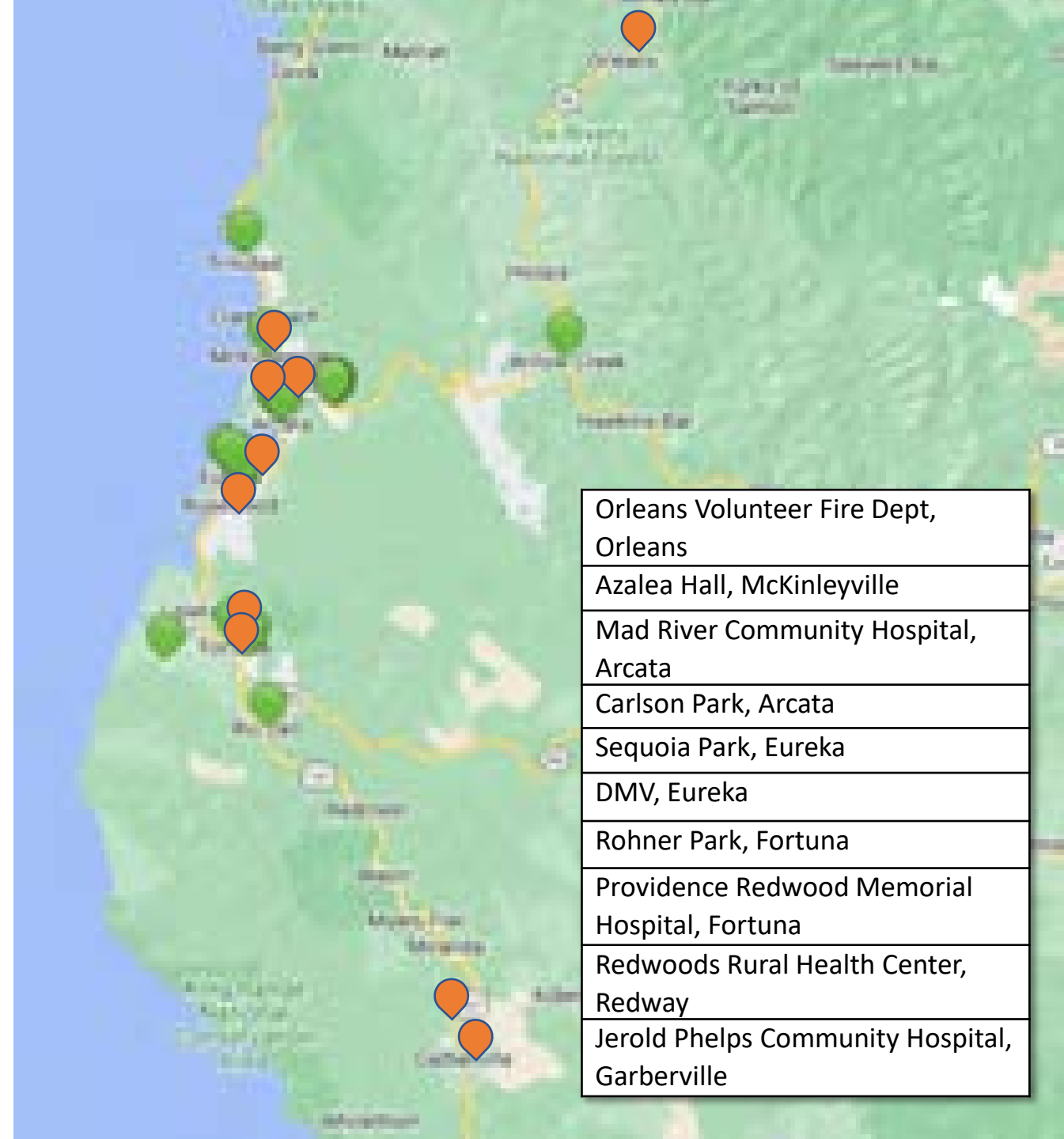


EV Resilience Hubs

- Expands into outlying region
- Fills in key essential services in populated areas
- Improves coverage in dense communities
- Combines low- and high-utilization sites to balance costs with geographic dispersal.

 Existing REVNet charger

 Pending Resilience Hub charger



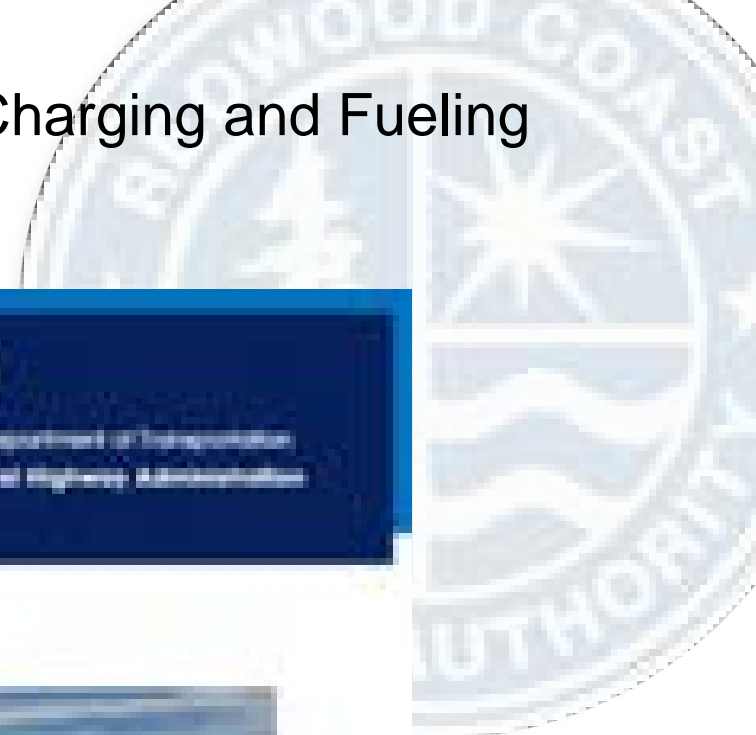
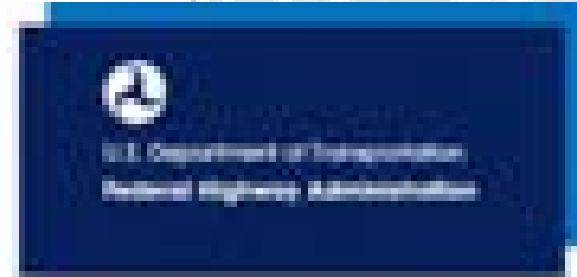
Possible Future Network Expansion: Federal DOT Charging and Fueling Infrastructure (CFI) Program

Community Grant Program

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.



Charging Network (Source: DOT)
<https://www.transportation.gov/initiatives/alternative-transportation/charging-network>



Possible Future Network Expansion: Federal DOT Charging and Fueling Infrastructure (CFI) Program

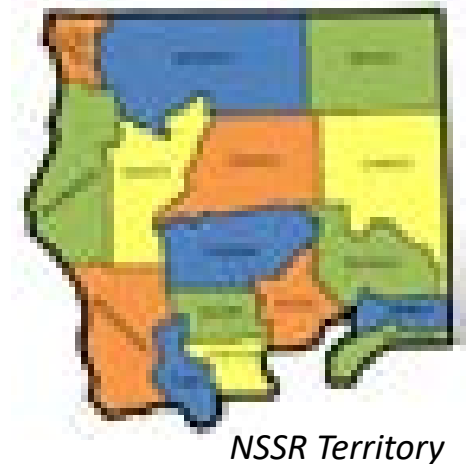
- Partners include
 - City of Blue Lake
 - City of Fortuna
 - City of Ferndale
 - Yurok Tribe
 - McKinleyville Community Services District

ID	Site	Capacity (kW)	Level-2 Ports
1	McKinleyville Community Services District (CSD) District Office	19.2	4
2	City of Blue Lake Town Square	19.2	4
3	City of Fortuna River Lodge	19.2	4
4	City of Ferndale Main Street	19.2	4
5	Yurok Tribal Office, Weitchpec	19.2	4
Totals			20



Current Collaborations

- Humboldt County Transportation Round Table (Lead: RCEA)
 - HCAOG
 - CALTRANS
 - CRTP
 - NCUAQMD
 - Schatz Energy Research Center
 - Yurok Tribe Transportation
 - Cal Poly Humboldt
 - HTA
- Schatz: Airport EV charging, MD/HD Blueprint
- North State Super Region (NSSR) ZEV working group (Lead: MCOG)
- Joint CCAs:
 - Transportation Electrification Framework
 - Low Carbon Fuel Standard
 - Legislative and Regulatory
- PG&E EVCN Program Advisory Committee, VTX pilot at ACV airport



Common Network Expansion Challenges

- ADA compliance
- Material lead times
- Utility Capacity (interconnection)
- Cost/inflation post grant award
- Site Host interest and availability
- Unexpected construction costs
- Strict project time constraints

QUESTIONS?





STAFF REPORT
Agenda Item # 8.1

AGENDA DATE:	November 20, 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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