REDWOOD COAST EnergyAuthority

Arcata | Blue Lake | Blue Lake Rancheria | County of Humboldt | Eureka | Ferndale | Fortuna | Humboldt Bay Municipal Water District | Rio Dell | Trinidad | Yurok Tribe

Board of Directors Regular Meeting Agenda

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

Thursday, February 26 2026
3:30 PM

Meeting Information

Meeting Reports and Comments

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 Board's meeting, will be made available to the public at redwoodenergy.org.

Speakers wishing to distribute materials to the Board at the meeting must provide 13 copies to the Board Clerk.

How to Participate

This is a hybrid in-person and virtual meeting. When technical difficulties arise that prevent members of the public from offering comments, or if broadcasting is disrupted due to matters out of RCEA's control, the meeting will be discontinued unless otherwise allowed by law.

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 speak during the public comment periods, raise your hand in the online Zoom webinar, or press star (*) 9 on your phone to raise your hand. Staff will ask you to unmute your phone or computer when it is your turn. You will have 3 minutes to speak.

Email written comments to PublicComment@redwoodenergy.org. Identify the agenda item number in the subject line. Comments will be included in the meeting record but not read aloud during the meeting.

Accessibility

Need help with accessibility? 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.

Open Session (Call to Order)

1. Roll Call | Remote Director Participation

1.1. Brown Act Teleconference Participation Rules

2. Ceremonial Item

2.1. Proclamation Honoring 15 Years of Dedicated Service by Humboldt Bay Municipal Water District Director Sheri Woo

3. Reports from Member Entities

4. Oral & 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.

5. Staff Reports

5.1. Executive Directors' Report

6. Consent Calendar

All matters in the Consent Calendar section are considered 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.

6.1. Approve Minutes of January 22, 2026, Board Meeting.
6.2. Accept Disbursement Report for December 2025, and Financial Reports for This Fiscal Year Through December 2025.
6.3. Receive Federal Activity Report.
6.4. Approve Amendment No. 1 to Agreement for Employment of Executive Director with Elizabeth Burks.
6.5. Approve First Amendment to Commercial Lease Agreement for 633 3rd Street, with Rent in the Sum of $8,144.97 per Month and a Term Ending May 31, 2027, and Authorize the Executive Director to Execute All Applicable Documents Pending Review by RCEA Legal Counsel.
6.6. Adopt Resolution 2026-2 Approving a Revised RCEA Records Retention Policy and Schedule.
6.7. Accept RCEA Racial Justice Plan Progress Report.
6.8. Appoint Carol Schmitt as an At-Large Community Advisory Committee Member with a Term expiring March 31, 2028.
6.9. Receive Humboldt Bay Municipal Water District's Notice of Withdrawal from RCEA Joint Powers Authority.
6.10. Approve Amended and Restated Northern Rural Energy Network Memorandum of Agreement.

7. Items Removed from Consent Calendar

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

8. Old Business

8.1. Sandrini Battery Storage Community Benefits Fund

Provide feedback and give direction to staff to:

1. Engage with EDP Renewables to achieve agreement in principle on how funds will be expended and
2. Develop a formal proposal for Board approval at a future meeting for a community benefits endowment.

9. New Business

9.1. Rate Adjustment Cost of Service Rate Design Study Update and Rate Adjustment Consideration

Direct staff to incorporate cost of service rate design considerations into future strategic planning efforts, and direct staff to implement the interim rate setting plan requiring staff to bring rate recommendations to the Board once projections show that unrestricted cash on hand will fall below the 180-day target within the coming 30 days.

9.2. California Community Power's Hydrostor Willow Rock Energy Storage Service Agreement

Approve Resolution 2026-3 Authorizing Participation in California Community Power's Procurement of Hydrostor's Willow Rock Advanced Compressed Air Energy Storage Project.

9.3. Harbor District Waterfront Facility Improvement Program Grant Contracting Opportunity

Approve entering into a grant subrecipient agreement with the Humboldt Bay Harbor, Recreational and Conservation District to perform outreach and community engagement services for the Waterfront Facility Improvement Program grant and authorize the Executive Director to execute the Agreement once finalized and any associated documents necessary to secure the grant subaward.

10. Future Agenda Items

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

11. Adjournment

Next Regular Meeting

Thursday, March 26, 2026 | 3:30 PM

Wharfinger Building Bay Room (downstairs), 1 Marina Way, Eureka, CA 95501
Online and phone participation is available via Zoom.

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REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 1.1

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Eileen Verbeck, Deputy Executive Director
Subject	Revised Member Teleconference Participation Rules

Background

When 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 via teleconference using the Zoom platform with no physical, public meeting location. Since the pandemic, the Brown Act has been amended to codify modern teleconference meeting practices both during and outside of declared states of emergency. SB 707 (Durazo, 2025) sets out the latest Brown Act revisions which were signed into law on October 3, 3025.

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, revised, "just cause" reasons:

1. Childcare or caregiving to child, parent, grandparent, grandchild, sibling, spouse, domestic partner;
2. Contagious illness that prevents in person attendance;
3. Mental or physical need not subject to reasonable accommodation provisions;
4. Travel while on official business of RCEA or another state or local agency;
5. Immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote participation;
6. Physical or family medical emergency; or
7. Military service obligations.

A vote is not necessary to request remote attendance for just cause, including for medical emergency remote attendance per SB 707 revisions. A brief description, protecting the Director's (or family member's) medical privacy, must be provided and the Director must publicly disclose whether anyone 18 years of age or older is present in the room at the remote location, and the general nature of the individual's relationship with the Director.

At a future meeting, staff will recommend Board adoption of a revised Teleconferencing Policy capturing the latest Brown Act revisions and provide the Board an opportunity to pass a resolution enabling remote meeting participation for members who must travel at least 20 miles to the Wharfinger Building.

REDWOOD COAST EnergyAuthority

Staff Recommendation

None. Information only.

Required Distribution Information

The **Revised** Ralph M. Brown Act

Link to California Government Code Sections 54950 - 54963[1], revised October 3, 2025, by SB 707 (Durazo, 2025).

Redwood Coast Energy Authority List of Physical Meeting Locations

Body	Date	Time	Location
Board of Directors	4th Thursday of each month	3:30 p.m.	Wharfinger Building, 1 Marina Way, Eureka, CA 95501
Community Advisory Committee	2nd Tuesday of odd-numbered months	6 p.m.	Jefferson Community Center Auditorium, 1000 B Street, Eureka, CA 95501
Finance Committee	As needed, dates TBD	TBD	RCEA Offices, 633 Third Street, Eureka, CA 95501

[1] The Revised Ralph M. Brown Act, California Code, GOV 54950.5 - 54963: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=2.&title=5.&part=1.&chapter=9.&article=

Materials Submitted After Agenda Publication

PROCLAMATION

Honoring 15 Years of Dedicated Service

by

SHERI WOO

WHEREAS, *Sheri Woo attended her first Redwood Coast Energy Authority Board meeting as Humboldt Bay Municipal Water District's representative in February 2011. During the next 15 years, at least nine of which she served as Board Chair or Vice Chair, she would see the agency through a period of major mission and work force expansion; and*

WHEREAS, *Sheri joined RCEA as the Board began talking with the community about energy in Humboldt County and about RCEA's growing mission—discussions that laid the foundation for building RCEA's Community Choice Energy program, pursuing state and national funding, and speeding up adoption of 100% renewable energy; and*

WHEREAS, *as RCEA's community presence grew, Sheri helped ensure that voices from all points of the political and environmental spectrum were included and heard constructively. Even, and especially, when voices were raised in anger, she acknowledged the speaker's contribution and engagement with genuine respect; and*

WHEREAS, *Sheri always came to meetings well-prepared. Her engineering background was key to her ability to grasp complex topics quickly, and her humanity bridged the technical gap as she asked the right questions to make sure everyone understood the decisions before them; and*

WHEREAS, *Sheri's depth of understanding, and her proceed-to-succeed, positive attitude, encouraged the Board to stay the course when roadblocks appeared, vendors panicked, and projections wavered. She gave staff the gift of trust and appropriate oversight so they could focus their energies on the work.*

THEREFORE, BE IT PROCLAIMED *that the Board of Directors and staff of the Redwood Coast Energy Authority, collectively the RCEA family, hereby express our heartfelt thanks to Sheri Woo for her extraordinary service and leadership with quiet grace. We extend our best wishes to both Sheri and Owen, RCEA's unofficial 12th Board member.*

Dated: February 26, 2026

_____

Michael Gerace, Board Chair
Redwood Coast Energy Authority

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 5.1

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Elizabeth Burks, Executive Director
Subject	Executive Directors' Report

Summary

Executive Director Elizabeth Burks will provide updates on topics as needed. These updates include but are not limited to the following.

RCEA Updates

CADEMO Offshore Wind Project Roundtable Participation

On February 27, 2026, I will attend an in-person roundtable discussion in Lompoc, CA, hosted by Senate President pro Tempore Monique Limón, the California Foundation on the Environment and the Economy (CFEE), and the State Building & Construction Trades Council of California. The discussion will focus on the CADEMO project and its potential role in the energy transition. The session will convene a small group of public officials, labor leaders, energy providers, project representatives, and other stakeholders for a focused discussion on the status of the project, key policy and implementation considerations, and areas where additional coordination or information may be helpful moving forward. In addition to Senate President pro Tempore Monique Limón, Assembly Speaker Robert Rivas is confirmed to attend.

Call Log Summary

In January 2026 there were 130 incoming phone calls logged in the CRM (customer relationship management software), which is up 110% from December 2025, but is consistent with January of 2025 total of 131. The top categories for phone calls were:

- Billing Inquiry: 33 (25% of total)
- Collections: 20 (15% of total)
- Opt Out Inquiry: 18 (14% of total)

Beginning in January of 2026 RCEA began tracking interactions that are not logged in the CRM. These are calls or in person visits from people who are either not a CCA customer or not inclined to give their account number. A total of 60 interactions were reported, 53 of which were phone calls. Rebate inquiries had the highest volume of calls of any category, followed by general billing questions.

Community Activity Summary

See attached.

Supporting our Community Program Marketing Initiative

We have had a strong initial response to our launch of the Supporting Our Communities marketing initiative, with 13 applications coming in immediately following our press release. We are evaluating which opportunities we can support. Even for the requests we cannot support we have been following up with each applicant and sharing information about RCEA and exploring other ways to connect or collaborate.

Upcoming Conferences

Board members are encouraged to participate in the upcoming conferences where there will be a chance to gain deeper understanding of the issues and opportunities related to RCEA business. Upcoming opportunities include:

- CalCCA Conference May 12-14, 2026 in Sacramento, CA
- CivicWell Policymakers Conference March 12-15, 2026, in Yosemite National Park (RCEA has one complimentary registration for this conference.)
- California Climate and Energy Collaborative (CCEC) Forum June 24-25, 2026 in Los Angeles, CA. This conference is largely focused on work related to Regional Energy Networks, such as NREN.

If you are interested in any of these opportunities please let me know.

Staff Recommendation

None. Information only.

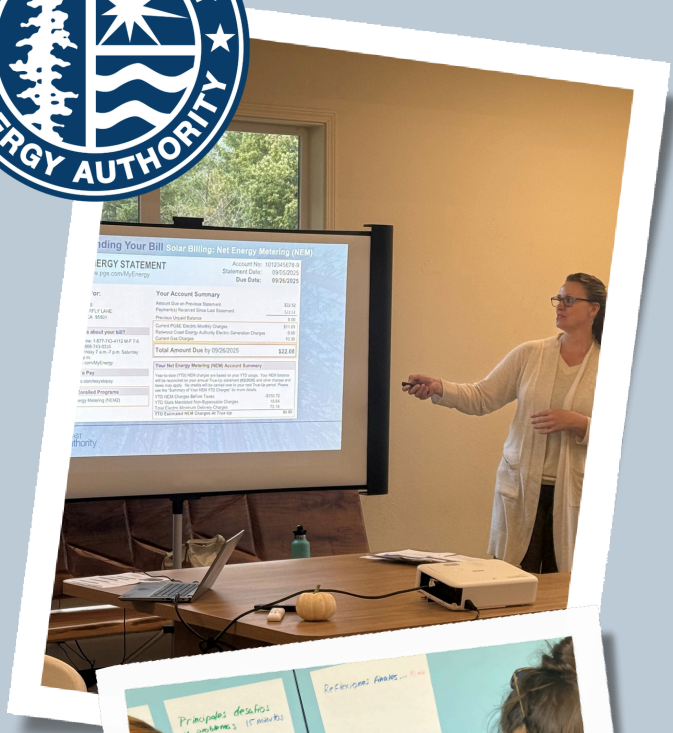
Attachments

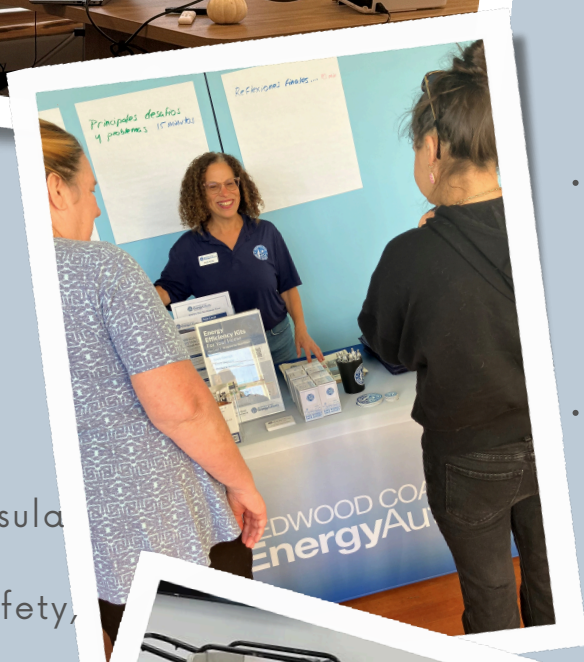
1. Community Outreach Events Summary

Redwood Coast Energy Authority – **Community Outreach & Events Summary**

Each month, RCEA connects with community members across Humboldt County through events, presentations, and outreach efforts that build awareness of our programs and services. This summary provides a snapshot of our outreach reach, engagement highlights, and upcoming opportunities to connect with the community.

The focus this year is on holding more workshops and staffing community events.





February 2026

AT A GLANCE

Presentation & Event

- Brytann Busick presented to members of the Peninsula Community Collaborative (PCC) in Fairhaven on February 9th. The PCC works to promote health, safety, and well-being on the Samoa Peninsula.
- Staffed an education table at the McKinleyville Family Resource Center on February 25th.

Upcoming Events

- Presentations: Tri-County Independent Living- March 3 and Cal Poly Humboldt OLLI Brown Bag Lunch- March 16
- Residential Workshop: Understanding Bills- March 20
- Event: Tabling at the Perilous Plunge, March 21

2026 Planning

- The focus in February has been on planning the events and workshops for the year.

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EL CENTRO, CA 92243
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California State Senate

SENATOR
STEPHEN C. PADILLA
EIGHTEENTH SENATE DISTRICT

COMMITTEES
INSURANCE
CHAIR
MEMBER
AGRICULTURE
GOVERNMENTAL ORGANIZATION
HEALTH
HOUSING
PRIVACY, DIGITAL TECHNOLOGIES, & CONSUMER PROTECTION

SB 1138 – Lowering the Cost of California's Resource Adequacy (RA) Program

Background
California's Resource Adequacy (RA) program, which ensures there is enough electricity supply to meet customer demand, recently transitioned to a new "Slice-of-Day (SOD)" compliance framework, which requires load-serving entities (LSEs), such as community choice aggregators (CCAs), investor-owned utilities (IOUs) and energy service providers (ESPs), to procure enough RA to meet load obligations in each hour rather than monthly. While this aligns resources more precisely with load, under current rules, LSEs can only buy or sell RA products for the whole month even though obligations are unique to each hour.

Problem
The mismatch between the procurement obligations and transaction rules forces LSEs to purchase more RA than they need to meet their obligations, creating artificial market scarcity and unnecessarily driving up RA demand (and prices). It's akin to having to buy a crate of oranges when you only need a few slices. These unnecessary costs fall directly on California ratepayers, totaling tens of millions of dollars annually.

Solution
At a time of rapidly rising costs in the electricity sector, policymakers should provide LSEs maximum flexibility in how they contribute their fair share to keep the overall system reliable. SB 1138 would lower the costs to consumers of California's RA trading program by allowing LSEs to transact RA load obligations on an hourly basis to align with the new slice-of-day RA program.

Benefits
Enabling hourly load obligation trading:

- ✓ Promotes efficiency: LSEs with excess resources in one hour could trade with LSEs that are short, reducing the need to purchase additional RA.
- ✓ Delivers affordability: In 2025, hourly trading could have lowered RA costs for consumers **by avoiding $105 million in excess RA purchases for summer 2025** and **potentially saving an additional $77 million annually**.
- ✓ Maintains LSE Responsibility: Creates a new procurement product rather than offering relief from meeting existing requirements
- ✓ Requires limited administrative oversight: Trades can be executed bilaterally with existing RA tracking tools, making the system administratively simple while maintaining each LSE's full responsibility to meet obligations.

Today's RA rules make it difficult for CCAs to allocate resources efficiently, resulting in unnecessary costs and administrative hurdles. By allowing hourly transactions, CCAs can better match supply to local demand, reduce over-procurement, and protect customers from inflated electricity costs. The system becomes more transparent, predictable, and fair. **These reforms could save tens of millions of dollars each year while maintaining reliability and supporting California's clean energy goals.**

Staff Contact

Name: Emily Zhou
Title: Legislative Aide
Email: Emily.Zhou@sen.ca.gov
Capitol Office: (916) 651 – 4018

Support

- California Community Choice Association (sponsor)

Assemblymember Chris Rogers, 2nd Assembly District

Assembly Bill 1761 – Improving Energy Bill Transparency

Updated: February 18, 2026

Bill Summary

AB 1761 improves transparency to how the Power Charge Indifference Adjustment (PCIA), a charge on nearly all energy bills, is calculated.

Background

Electricity bills in California are on the rise, in part due to challenging market conditions and outdated and inefficient regulatory policies. Families and businesses are feeling the impact. Lawmakers and regulators need practical, consumer-focused solutions that ensure customers do not pay more than their fair share.

One tool to ensure customers receive energy bills that are fair and accurate is increased transparency in how PCIA charges are calculated. The PCIA is a fee designed to ensure customers who leave utility generation service, like customers of a Community Choice Aggregator (CCA) or Energy Service Provider (ESP), pay their portion of legacy power costs. But since the PCIA was implemented, there has been no consistent standard for what data must be made available in any California Public Utilities Commission (CPUC) process or proceeding where the PCIA, or a related charge, is set.

Problem

CCAs, ESPs, and their customers must pay the PCIA charge but often lack access to the data, assumptions, and methods used to set it. This transparency problem leads to disputes, inefficiencies, and unexpected rate impacts for customers. More specifically:

- Disclosures vary by utility and by CPUC proceeding, resulting in repeated fights between CCAs and Investor-Owned Utilities (IOUs) over data access and increased administrative inefficiencies as the CPUC resolves disputes on a case-by-case basis.
- Utilities sometimes make mistakes. In a 2019 PG&E proceeding, CalCCA identified $73 million in errors (including a $16 million increase for CCA customers). In a recent proceeding, PG&E identified an accounting error that would have cost CCA customers $217 million.
- In an ongoing PCIA Rulemaking, the Commission withheld information on the evidence underlying their proposal and the rate impacts of a proposed change. The CPUC did not respond to a Public Records Act request for the information.

Without adequate transparency, CCAs and ESPs are unable to verify the accuracy of the PCIA charges that their customers must pay and cannot confidently forecast rates – both of which are affordability tools needed to protect customers from unexpected rate increases.

Solution

AB 1761 proposes amending the Public Utilities Code to require the CPUC and IOUs to disclose all data used to calculate PCIA costs, including cost inputs, forecasting assumptions, and methodologies. The bill would also ensure that when parties make proposals in a proceeding to change the PCIA they provide all the underlying data informing that proposal. Sensitive information would remain protected through Commission-approved nondisclosure agreements – a practice already used to protect sensitive information in other compliance areas.

Greater transparency allows CCAs and ESPs to better advocate for their customers and assess proposals to change the PCIA. It also can inform cost forecasts and shield customers from sudden rate swings. It reduces repeated fights over information, improves regulatory efficiency, and encourages utilities to verify calculations since the underlying data would be open to review. Costs to implement the proposal are miniscule, as most of this information already exists, while the benefits for rate, accuracy, stability, and consumer protection are substantial. This proposal strengthens confidence that customers pay their fair share — and not more.

For More Information:

Logan Pitts, Legislative Director
Logan.Pitts@asm.ca.gov
(916) 319-2002

Support

California Community Choice Association-CalCCA(sponsor)

Board of Directors Draft Meeting Minutes

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

Thursday, January 22 2026
3:30 PM

Attendance

Present

Scott Bauer	Carlos Diaz
Michael Gerace	Skip Jorgensen
Jason Ramos	Elise Scafani
Sarah Schaefer (left at 6:58 p.m.)	Jack Tuttle
Sheri Woo (left at 5 p.m.)	Frank Wilson
Mike Wilson *	

* Director Mike Wilson participated remotely with just cause, travel for state agency business. There was no one present at the remote location with him during this meeting.

None Absent

Staff and Others Present

Name	Title
Ken Beals	Information Technology Technician
Lori Biondini	Director of Business Planning & Finance
Elizabeth Burks	Executive Director
Faith Carlson	Regulatory & Legislative Policy Manager
Ronnie Chaussé	Acting Finance Manager
Nancy Diamond	RCEA Legal Counsel
Richard Engel	Power Resources Director

DRAFT

Roku Fukui	Local Government Partner Program Manager
Lori Taketa	Board Clerk
Patricia Terry	Northern Rural Energy Network Senior Portfolio Mgr.
Eileen Verbeck	Deputy Executive Director

Open Session

Chair Bauer called a meeting of the Board of Directors of the Redwood Coast Energy Authority to order at the above location and date at 3:32 p.m. Notice of this meeting was posted on January 17, 2026.

Board Appointments

2.1. Election of Officers and Community Advisory Committee Liaison Appointments

There were no public comments on this agenda item.

M/S: M. Wilson, Schaefer: Appoint Michael Gerace as RCEA Board Chair and Sarah Schaefer as Vice Chair to serve through January 2027 and authorize them as signers on RCEA bank accounts.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson, Woo. Noes: None. Absent: None. Abstain: None.

M/S: Schaefer, Scafani: Appoint Sarah Schaefer as Board Liaison and Scott Bauer as Alternate Liaison to the Community Advisory Committee to serve through January 2027.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson, Woo. Noes: None. Absent: None. Abstain: None.

Director Bauer facilitated the remainder of this meeting.

2.2. Board Finance Committee Member Assignment

There were no public comments on this agenda item.

M/S: Bauer, Scafani: Continue the standing Finance Committee and appoint Chair Gerace and Directors Bauer, Jorgensen, Ramos and F. Wilson to serve on the Finance Committee for one-year terms ending on February 28, 2027.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson, Woo. Noes: None. Absent: None. Abstain: None.

Reports from Member Entities

Director Woo reported that the Humboldt Bay Municipal Water District Board voted to withdraw from both the RCEA and Redwood Region Economic Development joint powers agreements effective March 1. The directors thanked Director Woo for her committed service since 2011. Director Woo also reported on the

Water District's involvement in fighting the recent Arcata fire. Water District staff ran pumps with generators due to higher PG&E daytime rates and there was adequate water pressure and supply. Vice Chair Schaefer reported on the countywide effort to contain the fire.

Chair Gerace reported that the Yurok Tribe, through its construction corporation Merk Confederated, will fund and begin planned battery storage and a solar array installation, the initial components of a microgrid with islanding and backup capabilities. These assets were originally planned as part of the Tribal Energy Resilience and Sovereignty project which won, then lost, Federal funding support. The Tribe is planning a 1 to 1.5 MW Ke'pel Creek hydroelectric system to generate energy for the microgrid. RCEA may wish to discuss involvement in this project in the future.

Director Mike Wilson recommended RCEA Board Director attendance at the upcoming CivicWell Policymakers Conference in March and at the California Climate and Energy Collaborative Forum in June.

Oral & Written Communications

There were no non-agenda item public comments.

Consent Calendar

5.1. Approve Minutes of November 24, 2025, Board Meeting.
5.2. Approve Disbursement Reports for October and November 2025, and Financial Reports for this Fiscal Year Through November 2025.
5.3. Receive Federal Activity Report.
5.4. Approve the 2026 RCEA Board of Directors Meeting Calendar.
5.5. Provide Suggestions for This and Future Policy Platform Updates, and Accept 2026 RCEA Policy Platform.

There were no requests from the public or directors to remove items from the Consent Calendar.

M/S: Scafani, Schaefer: Approve all Consent Calendar items.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson, Woo. Noes: None. Absent: None. Abstain: None.

Staff Reports

7.1. Executive Director's Report

Executive Director Burks summarized RCEA's community outreach efforts during the past month, and:

- Announced RCEA's sponsorship program which will award $25,000 to local organizations for activities or projects that can further RCEA's presence and mission in the community.
- PG&E will implement its base services charge in March 2026. The billing change is meant to provide relief for customers, especially in high-heat areas. Locally, however, customers with low energy use will see an increase in their bills.
- RCEA received one complimentary registration for the Civic Well Policy Maker's conference and can support a Board member's travel to the event, and to other RCEA-related education events.

Begin Community Choice Energy (CCE) Business

CCE Business Consent Calendar

8.1. Adopt Resolution 2026-1 Adopting the Updated Energy Risk Management Policy.

No one from the public nor the Board requested separate discussion of the CCE Business Consent Calendar item.

M/S: Jorgensen, Schaefer: Approve Community Choice Energy Consent Calendar item.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Jorgensen, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson. Noes: None. Abstain: None. Non-Voting: Gerace, Ramos, Woo. Absent: None.

Old CCE Business

10.1. Power Charge Indifference Adjustment Update (Information only)

Regulatory and Legislative Policy Manager Carlson explained the Power Charge Indifference Adjustment (PCIA), where it appears on customer bills, how it affects how much Community Choice Aggregators like RCEA can charge for electricity and still remain competitive with the investor-owned utilities, and recent changes to how the PCIA is calculated that severely impact CCAs. The directors discussed actions the CCAs are taking to try to change the PCIA calculation method, and how in other states with CCA's the PCIA charge usually ends in 10 years. California is the only state where the PCIA persists without a sunset date. Staff asked the directors to help educate legislators with whom they meet about this issue. There were no public comments on this agenda item.

10.2. Energy Risk Management Semi-Annual Report

Power Resources Director Engel described RCEA's declining electricity load, which appears to be caused mostly by local population decrease and business closures. Business Planning and Finance Director Biondini outlined how RCEA handles customer debt, efforts to get customers on payment plans and the relatively small, but expected, amounts recovered by RCEA's collection agency. PG&E's decreased generation rates combined with increased PCIA charges for RCEA customers are expected to result in about $15 million less in electricity sales revenue than expected. This is projected to result in negative $1.1 million net revenue this year and negative $6.6 million in the next fiscal year. If RCEA maintains a generation rate that is slightly less than PG&E's, RCEA's cash on hand is projected to steadily decline from $44 million to $2.1 million at the end of 2028. Different rate change scenarios and their impact on customer bills were described. Staff asked the board for short-term direction on RCEA customer rates relative to PG&E's rates for 2026. Staff will update the Board on the cost-of-service rate study currently underway at a future meeting and alerted the Board that action would need to be taken soon. Staff asked the Board to convey to the community RCEA's value beyond affordability in the form of local control, energy efficiency programs and jobs. There were no public comments on this agenda item.

End of CCE Business | Resume RCEA General Business

Old Business

12.1. Community Advisory Committee (CAC) Member Appointments and Recruitment

Deputy Executive Director Verbeck described current CAC vacancies and committee changes with the Water District's departure from RCEA. Vice Chair Schaefer and Director Bauer volunteered to serve on an ad hoc committee to review at-large applications and recommend appointees. There were no public comments on this agenda item.

M/S: Bauer, Schaefer: Reappoint Ethan Lawton, Benjamin Fordham, and Dennis Leonardi to the Community Advisory Committee for Two-Year Terms Ending on March 31, 2028.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson. Noes: None. Absent: Woo. Abstain: None.

New Business

13.1. Presentation on Northern Rural Energy Network (NREN) 2028-31 Business Plan

NREN Senior Portfolio Manager Terry described successful uptake of NREN energy efficiency programs during the program's launch year both in Humboldt County and in other rural Northern California counties. Plans for the next business cycle include offering the same programs to an expanded area including Yolo and Trinity Counties and other rural, unserved counties identified through a market characterization study. There were no public comments on this item.

M/S: Schaefer, Ramos: Approve submission of the 2028-2031 Northern Rural Energy Network Business Plan Application to the California Public Utilities Commission.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson. Noes: None. Absent: Woo. Abstain: None.

13.2. Baker Tilly Engagement for Redwood Coast Airport Microgrid and Electric Vehicle Charging Station Tax Credits

Deputy Executive Director Verbeck reported that RCEA auditor Baker Tilly determined that the airport microgrid (RCAM) and RCEA's electric vehicle charger network were eligible for tax incentives through the 2022 Inflation Reduction Act. RCAM is eligible for $1.6 million in investment tax credits. The EV charging network is eligible for $40,000 in credits, but filing costs make this credit not worth pursuing. There were no public comments on this item.

M/S: M. Wilson, Schaefer:

1. **Approve an amendment to Baker Tilly Advisory Group, LP Master Service Agreement to increase the not-to-exceed amount by $31,000 for a total not-to-exceed of $80,500.**
2. **Approve scope of work 2 with Baker Tilly for the preparation and filing of Investment Tax Credit documents for the Redwood Coast Airport Microgrid project.**

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Jorgensen, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson. Noes: None. Absent: Woo. Abstain: None.

13.3. PG&E Local Government Partnership Contract to Provide Energy Efficiency Services Change Order

Program Manager Fukui described recent projects with Local Government Partnership (LGP) including the Arcata Community Center and rural fire stations. The LGP program provides no-cost energy assessments, project management and planning support, and help securing loans for energy efficiency projects, among other supportive services for local government agencies, schools, commercial businesses and Tribes. Staff encouraged facility managers to contact RCEA for a no cost energy efficiency assessment. There were no public comments on this item.

M/S: Schaefer, Scafani: Approve a Change Order to the PG&E Local Government Partnership Contract to extend the term through 2027, increase the budget by $799,992, and make amendments to the program design and authorize the Executive Director to execute all applicable documents after review and approval of RCEA General Counsel.

The motion passed with a unanimous roll call vote. Ayes: Bauer, Diaz, Gerace, Ramos, Scafani, Schaefer, Tuttle, F. Wilson, M. Wilson. Noes: None. Absent: Jorgensen, Woo. Abstain: None.

13.4. Discuss Regional Climate Action Plan Implementation

Executive Director Burks described RCEA's past involvement in the countywide Regional Climate Action Plan and asked the directors whether they would support RCEA hosting the Regional Climate Program Manager staff position and Regional Climate Committee to coordinate the Plan's work. The directors discussed Humboldt County Association of Governments' role in the Plan's implementation, how having a climate action officer makes jurisdictions and Joint Powers Authorities eligible for additional funding, RCEA's involvement in half of the Climate Action Plan's measures, and how RCEA's Strategic Plan describes the agency's role as a regional energy planning and coordination leader, specifically in assisting climate action plan implementation. After inquiring about staff bandwidth and funding concerns, the directors expressed support for further exploring RCEA hosting the position.

Colin Fiske, submitting written comments as the Executive Director of the Coalition for Responsible Transportation Priorities, supported further exploration of RCEA coordinating Regional Climate Action Plan implementation.

Future Agenda Items

Director Bauer requested Information on what RCEA control of regional electricity transmission and distribution would entail and how it has been accomplished with power cooperatives, public utility districts and cities in other areas. The Yurok Tribe is investigating ownership of the grid in Tribal areas and could benefit from RCEA's research.

Closed Session

15.1. Real Property Negotiations Pursuant to Government Code § 54956.8 in re: APN 001-135-007: RCEA negotiator: Executive Director; Owner's negotiating party: Wells Commercial: Under negotiation: price and terms.

15.2. Conference with Legal Counsel: Deciding whether to initiate litigation, pursuant to Government Code Section 54956.9(d)(4).

15.3. Public Employee Performance Evaluation, pursuant to Government Code § 54957: Executive Director.

15.4. Conference with Labor Negotiator, pursuant to Government Code § 54956.7. RCEA designated representative, Board Chair; Unrepresented employee, Executive Director.

There were no public comments on the closed session items. The Board adjourned to closed session at 5:38 p.m. and reconvened in open session at 6:59 p.m. Director Bauer stated that there was nothing to report from closed session. The meeting was adjourned at 7 p.m.

Lori Taketa
Clerk of the Board

DRAFT

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REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.2

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Lori Biondini, Business Planning and Finance Director
Subject	Profit & Loss, Balance Sheet and Monthly Disbursements Reports

Summary

The attached Disbursements Report lists RCEA's checks, debits and electronic payments made during the period identified on the report. The Business Planning and Finance Director certifies that the disbursements were drawn in payment of demands conforming to RCEA's adopted Financial Policy and budget.

The Financial Reports (Profit & Loss Budget vs. Actual and Balance Sheet) are presented to keep the Board apprised of current agency receipts and spending relative to budget line items.

Alignment with RCEA's Strategic Plan

Agency financial tracking and reporting are necessary administrative functions supporting RCEA strategic plan goal implementation.

Financial Impact

The disbursements presented were drawn in payment of demands included within the adopted budget.

Staff Recommendation

Approve Disbursement Reports for December 2025, and Financial Reports for This Fiscal Year Through December 2025.

Attachments

1. Disbursements Report for December 1 through December 31, 2025
2. Profit & Loss Budget vs. Actual Report, July 2025 through December 2025
3. Balance Sheet as of December 31, 2025

Accrual Basis

Redwood Coast Energy Authority
Disbursements Report
As of December 31, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	12/03/2025	ACH	The Energy Authority	CISO112625	-37,820.14
Liability Check	12/05/2025	ACH	EDD	12/05/2025 Payroll	-10,881.13
Liability Check	12/05/2025	ACH	Internal Revenue Service	12/05/2025 Payroll	-46,267.19
Liability Check	12/05/2025	ACH	Ascensus	12/05/2025 Payroll	-16,468.24
Liability Check	12/05/2025	ACH	Ascensus	12/05/2025 Payroll	-19,510.23
Bill Pmt -Check	12/05/2025	ACH	CA Community Power	FY 2025-26 Phase 3 project costs	-3,604.00
Bill Pmt -Check	12/05/2025	ACH	CRMCrew Limited	NREN Monday.com Consulting & Training	-4,650.00
Bill Pmt -Check	12/05/2025	ACH	Leapfrog Power, Inc	Nov 2025 RA	-36,740.00
Bill Pmt -Check	12/05/2025	ACH	Sonoma Clean Power Authority	Nov 2025 Flex RA	-261,000.00
Check	12/05/2025	21849	S.A.F.E Planners	2024 NEM Yearly Payout- Reissue	-242.69
Check	12/05/2025	21850-8	NREN Customers	Rebate NREN Equipment Res	-4,550.00
Bill Pmt -Check	12/05/2025	21859	Adventures Edge	Nov 2025: 1 E-Bike Voucher	-600.00
Bill Pmt -Check	12/05/2025	21860	AT&T	RCAM router: 10/19-11/18/25	-163.00
Bill Pmt -Check	12/05/2025	21861	Baker Tilly	Energy Tax Credit Analysis- through 11/30/25	-7,953.75
Bill Pmt -Check	12/05/2025	21862	Braun Blaising & Wynne, P.C.	Legal - Regulatory & Procurement Oct 2025	-15,494.33
Bill Pmt -Check	12/05/2025	21863	Busick, B.	Nov 2025 Mileage	-98.49
Bill Pmt -Check	12/05/2025	21864	Chausse-Heath, V.	Reimbursement - Snacks for Nov Board Mtg	-20.44
Bill Pmt -Check	12/05/2025	21865	CivicWell	2026 CivicWell Policymakers Conf. Sponsorship	-3,000.00
Bill Pmt -Check	12/05/2025	21866	Davco	Pest Inspection for 718 3rd St.	-650.00
Bill Pmt -Check	12/05/2025	21867	Donald Dame	CCE Consulting services- Nov 2025	-248.50
Bill Pmt -Check	12/05/2025	21868	Eureka Concert and Film Center	RCEA Staff Holiday Event rental	-500.00
Bill Pmt -Check	12/05/2025	21869	Gallagher Benefit Services, Inc	2025 Class & Comp Study- additional classes	-1,650.00
Bill Pmt -Check	12/05/2025	21870	Hooven & Co., Inc.	6th St, EV Charging Stations - 11/30/25	-2,498.60
Bill Pmt -Check	12/05/2025	21871	Humboldt Bay Coffee Co.	Office Coffee- 917 3rd St.	-44.40
Bill Pmt -Check	12/05/2025	21872	Humboldt HyCycle	Dec 2025: 3 E-Bike Vouchers	-1,600.00
Bill Pmt -Check	12/05/2025	21873	Liebert Cassidy Whitmore	Legal - HR Oct 2025	-3,015.50
Bill Pmt -Check	12/05/2025	21874	North Coast Cleaning Services, Inc.	November office cleaning	-1,090.00
Bill Pmt -Check	12/05/2025	21875	North Coast Events & Rentals	Cocktail tables for Staff Holiday Party	-34.56
Bill Pmt -Check	12/05/2025	21876	Pacific Paper Company	Office Supplies	-400.98
Bill Pmt -Check	12/05/2025	21877	PG&E-Office Utility	10/13-11/12/2025 633 3rd Street	-1,158.76
Bill Pmt -Check	12/05/2025	21878	PG&E CCA	Oct 2025 CCE Charges	-21,813.26
Bill Pmt -Check	12/05/2025	21879	Revolution Bicycles, Inc.	Dec 2025: 1 E-Bike Voucher	-400.00
Bill Pmt -Check	12/05/2025	21880	Rodriguez, Louis	Nov 2025 Mileage	-15.12
Bill Pmt -Check	12/05/2025	21881	Scrapper's Edge	E-Bike voucher printing	-26.12
Bill Pmt -Check	12/05/2025	21882	Stephens Electrical, Inc	RRGP progress payments - Nov 2025	-44,175.00
Bill Pmt -Check	12/05/2025	21883	Times Printing Company	PCL Postcard printing and postage	-32,365.33
Bill Pmt -Check	12/05/2025	21884	Ubeo Business Services	Printer Charges: 11/06-12/05/25	-285.52
Bill Pmt -Check	12/05/2025	21885	Yakovleva, Vera A.	Travel Per Diem & Reimbursement	-342.08
Paycheck	12/05/2025	ACH	Employees	Payroll	-103,346.35
Bill Pmt -Check	12/08/2025	ACH	The Energy Authority	CISO120325	-71,877.27
Check	12/09/2025	ACH	CADEMO Corporation	Loan Disbursement per 12/8/25 Agreement	-1,110,500.00
Bill Pmt -Check	12/15/2025	ACH	The Energy Authority	CISO121025	-1,056,386.71
Bill Pmt -Check	12/15/2025	ACH	The Energy Authority	Monthly TEA Invoice #TEA112025 Nov 2025	-2,568,502.56
Check	12/17/2025	ACH	VISA- Commercial Card	Statement Date 11/30/25 Acct 1901	-13,854.70
Liability Check	12/19/2025	ACH	Ascensus	12/19/25 Payroll	-14,849.18
Liability Check	12/19/2025	ACH	CICCS Coalition for Controlling Insurance	Dec 2025 Premiums	-66.98
Liability Check	12/19/2025	ACH	EDD	12/19/25 Payroll	-8,665.75
Liability Check	12/19/2025	ACH	Internal Revenue Service	12/19/25 Payroll	-37,866.81

Accrual Basis

Redwood Coast Energy Authority
Disbursements Report
As of December 31, 2025

Type	Date	Num	Name	Memo	Amount
Liability Check	12/19/2025	ACH	Keenan	Jan 2026 Premiums	-56,949.65
Liability Check	12/19/2025	ACH	Ascensus	12/19/25 Payroll	-15,688.47
Bill Pmt -Check	12/19/2025	ACH	CalCCA	PG&E GRC Phase 1 Asses. Qrtly	-942.86
Bill Pmt -Check	12/19/2025	ACH	CalPine Corporation	Nov 2025 Data Management	-68,145.38
Bill Pmt -Check	12/19/2025	ACH	EDPR CA Solar Park LLC II	Nov 2025 Contract Energy	-381,070.70
Bill Pmt -Check	12/19/2025	ACH	Humboldt Sawmill Co.	Nov 2025 Contract Energy	-484,118.03
Bill Pmt -Check	12/19/2025	ACH	Snow Mountain Hydro, LLC	Nov 2025 Contract Energy	-3,718.91
Bill Pmt -Check	12/19/2025	ACH	Valley Clean Energy Alliance	MTR RA Swap Agreement- Nov 2025	-24,991.00
Bill Pmt -Check	12/19/2025	ACH	Viridity Energy Solutions, Inc.	Nov 2025 RA	-16,224.00
Liability Check	12/19/2025	ACH	Principal Life Insurance Company	12/19/25 Payroll	-129.88
Liability Check	12/19/2025	ACH	Colonial Life	Dec 2025 Premiums	-3,268.60
Bill Pmt -Check	12/19/2025	WIRE	PG&E Voluntary Allocation	Aug 2025 RPS	-143,046.40
Bill Pmt -Check	12/19/2025	WIRE	USDA	Loan Payment Q4-2025	-96,217.11
Bill Pmt -Check	12/19/2025	21886	A&I Roofing, Inc.	Roof inspection for 718 3rd. St	-400.00
Bill Pmt -Check	12/19/2025	21887	Adventures Edge	Dec 2025 3 E-bike vouchers	-1,400.00
Bill Pmt -Check	12/19/2025	21888	AM Conservation Group, Inc.	NREN Res Kits: RCEA Qty 23	-2,405.67
Bill Pmt -Check	12/19/2025	21889	Amazon.com	Monthly billing - Nov 2025	-611.67
Bill Pmt -Check	12/19/2025	21890	AT&T	RCAM data 11/29-12/28-2025	-660.01
Bill Pmt -Check	12/19/2025	21891	AT&T Long Distance	Phone charges 10/29 - 11/24/2025	-7.16
Bill Pmt -Check	12/19/2025	21892	Bithell, M.	Nov 2025 Mileage Reimb.	-16.80
Bill Pmt -Check	12/19/2025	21893	Busick, B.	Dec 2025 Mileage Reimb	-78.40
Bill Pmt -Check	12/19/2025	21894	Carter Properties	917 3rd Street Office Lease - Jan 2026	-2,450.00
Bill Pmt -Check	12/19/2025	21895	City of Eureka-Water	917 & 633 3rd. St. 10/29/25-11/25/25	-375.72
Bill Pmt -Check	12/19/2025	21896	CPH Sponsored Programs Foundation	Oct 2025 RCAM Task Order Services	-5,416.96
Bill Pmt -Check	12/19/2025	21897	Developed Employment Services, LLC	805 3rd St. Yard work	-85.32
Bill Pmt -Check	12/19/2025	21898	Donnelly, S.	Per Diem for NREN/CAEEC Mtg	-183.00
Bill Pmt -Check	12/19/2025	21899	Gwynn, J.	Reimbursement: CalCCA Procurement Mtg.	-85.16
Bill Pmt -Check	12/19/2025	21900	Humboldt Bay Coffee Co.	Office Coffee- 633 3rd St.	-64.10
Bill Pmt -Check	12/19/2025	21901	John Winzler	Office Lease - 633 3rd St.	-8,144.97
Bill Pmt -Check	12/19/2025	21902	Kilowatt Engineering, Inc.	NREN Program Support Services - Nov 2025	-5,487.50
Bill Pmt -Check	12/19/2025	21903	Kullmann, S.	Per Diem for NREN/CAEEC Mtg	-183.00
Bill Pmt -Check	12/19/2025	21904	Law Offices of Nancy Diamond	Nov 2025 Legal Services - various	-6,583.75
Bill Pmt -Check	12/19/2025	21905	Law Offices of Susie Berlin	Oct 2025 Legal Services - NREN	-2,125.00
Bill Pmt -Check	12/19/2025	21906	Mantova's Two Street Music Corp	Microphones and hardware for meetings	-7,430.85
Bill Pmt -Check	12/19/2025	21907	Mission Linen & Uniform Service	Dec 2025 janitorial supplies/mat service	-238.65
Bill Pmt -Check	12/19/2025	21908	NewGen Strategies and Solutions, LLC	Cost of Service & Rate Design - 11/15/25	-17,420.00
Bill Pmt -Check	12/19/2025	21909	NYLEX.net, Inc.	HPE Instant On Switch Labor- 2nd invoice	-325.00
Bill Pmt -Check	12/19/2025	21910	Optimum Business-633	633 3rd St Phone & Internet - 12/1/25-12/31/25	-1,102.40
Bill Pmt -Check	12/19/2025	21911	Pacific Paper Company	Office supplies	-21.40
Bill Pmt -Check	12/19/2025	21912	PG&E- EV	Nov 2025 EVSE usage	-1,572.11
Bill Pmt -Check	12/19/2025	21913	PG&E-Office Utility	10/04-12/04/2025 917 3rd Street	-530.51
Bill Pmt -Check	12/19/2025	21914	PG&E - ACV- 6674-0	RCAM site utilities 11/01/25- 12/01/25	-236.63
Bill Pmt -Check	12/19/2025	21915	Rennie, J	Mileage and purchase reimbursement - Nov 2025	-109.96
Bill Pmt -Check	12/19/2025	21916	Terry, P.	Per Diem for NREN/CAEEC Mtg	-183.00
Bill Pmt -Check	12/19/2025	21917	Times Printing Company	Dec 2025 mailers and postage	-2,195.41
Bill Pmt -Check	12/19/2025	21918	Wex Health, Inc	Monthly COBRA Payment	-23.88
Bill Pmt -Check	12/19/2025	21919	Yaskawa Solectria Solar	VOID: External Fans x 3 for RCAM	0.00
Bill Pmt -Check	12/19/2025	21920	AT&T	RCAM data 12/07-01/06//25	-331.95

Accrual Basis

Redwood Coast Energy Authority
Disbursements Report
As of December 31, 2025

Type	Date	Num	Name	Memo	Amount
Check	12/19/2025	21921	NEM Customer	2025 NEM Yearly Payout- reissue	-214.10
Check	12/19/2025	21922	NEM Customer	2025 NEM Close Out	-141.73
Check	12/19/2025	21923	NEM Customer	2025 NEM Close Out	-113.06
Check	12/19/2025	21924	NEM Customer	2025 NEM Close Out	-39.54
Check	12/19/2025	21925	NEM Customer	2025 NEM Close Out	-311.74
Check	12/19/2025	21926	NEM Customer	2025 NEM Close Out	-361.21
Check	12/19/2025	21927	NEM Customer	2025 NEM Close Out	-489.25
Check	12/19/2025	21928	NEM Customer	2025 NEM Close Out	-323.33
Check	12/19/2025	21929	NEM Customer	2025 NEM Close Out	-335.48
Check	12/19/2025	21930	NEM Customer	2025 NEM Close Out	-51.77
Check	12/19/2025	21931	NEM Customer	2025 NEM Close Out	-37.88
Check	12/19/2025	21932	NEM Customer	2025 NEM Close Out	-130.77
Check	12/19/2025	21933	NEM Customer	2025 NEM Close Out	-0.28
Check	12/19/2025	21934	NREN Customer	Rebate NREN Equip Res	-700.00
Check	12/19/2025	21935	NREN Customer	VOID: Rebate NREN Equip Res	0.00
Check	12/19/2025	21936-58	NREN Customers	Rebate NREN Equip Res	-12,190.50
Check	12/19/2025	21959	CCE Customer	Rebate CCE EV	-2,000.00
Check	12/19/2025	21960	CCE Customer	Rebate CCE EV	-2,000.00
Liability Check	12/19/2025	21961	Ameritas Life Insurance Corp.- Vision	Jan 2026 Premiums	-511.92
Liability Check	12/19/2025	21962	Ameritas Life Insurance Corp. - Dental	Jan 2026 Premiums	-3,162.24
Paycheck	12/19/2025	ACH	Employees	Payroll	-91,801.55
Check	12/22/2025	Debit	Columbia Bank	Service Charge	-197.22
Check	12/22/2025	Debit	Columbia Bank	Service Charge	-257.28
Bill Pmt -Check	12/22/2025	ACH	The Energy Authority	CISO121725-DEC25	-45,839.04
Bill Pmt -Check	12/30/2025	ACH	The Energy Authority	CISO122425	-125,766.45
TOTAL					**-7,217,266.94**

Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
July through December 2025

	Jul - Dec 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Total 4 GRANTS AND DONATIONS	2,500.00		
5 REVENUE EARNED			
Total 5000 · Revenue - government agencies	4,827,544.41	11,331,517.00	42.6%
Total 5100 · Revenue - program related	470,498.50	77,000.00	611.04%
Total 5300 · Revenue - Interest Earned	631,595.95		
Total 5400 · Revenue-nongovernment agencies	261,009.14	296,090.00	88.15%
Total 5500 · Revenue - Electricity Sales	35,344,574.75	71,539,945.00	49.41%
Total 5 REVENUE EARNED	41,535,222.75	83,244,552.00	49.9%
Total Income	41,537,722.75	83,244,552.00	49.9%
Gross Profit	41,537,722.75	83,244,552.00	49.9%
Expense			
Total 6 WHOLESALE POWER SUPPLY	23,246,064.77	57,617,586.00	40.35%
Total 7 PERSONNEL EXPENSES	2,494,215.41	6,404,096.00	38.95%
Total 8.1 FACILITIES AND OPERATIONS	699,666.89	2,171,607.00	32.22%
Total 8.2 COMMUNICATIONS AND OUTREACH	147,296.01	363,250.00	40.55%
8.4 PROFESSIONAL & PROGRAM SRVS			
8400 · Regulatory	59,973.00	150,000.00	39.98%
Total 8410 · Contracts - Program Related Services	2,979,829.56	6,775,186.00	43.98%
8420 · Accounting	158,240.92	228,000.00	69.4%
8430 · Legal	101,746.58	249,000.00	40.86%
8450 · Wholesale Services - TEA	528,851.14	896,946.00	58.96%
8460 · Procurement Credit - TEA	69,597.29	572,390.00	12.16%
8470 · Data Management - Calpine	409,456.92	808,002.00	50.68%
8480 · Customer Billing - PG&E	131,163.62	256,634.00	51.11%
Total 8.4 PROFESSIONAL & PROGRAM SRVS	4,438,859.03	9,936,158.00	44.67%
Total 8.6 INCENTIVES & REBATES	191,092.86	1,622,655.00	11.78%
Total 9 NON OPERATING COSTS	61,150.08	129,200.00	47.33%
Total Expense	31,278,345.05	78,244,552.00	39.98%
Net Ordinary Income	10,259,377.70	5,000,000.00	205.19%
Net Income	**10,259,377.70**	**5,000,000.00**	**205.19%**

Redwood Coast Energy Authority
Balance Sheet
As of December 31, 2025

	Dec 31, 25
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1060 · Umpqua Checking Acct 0560	1,809,437.82
1071 · Umpqua Deposit Cntrol Acct 8215	3,430,095.32
1075 · Umpqua Reserve Account 2300	26,072,853.83
1077 · JP Morgan Chase Act 74999	386,207.84
1078 · CA CLASS Reserve Fund 0001	13,237,408.51
Total Checking/Savings	44,936,303.32
Total Accounts Receivable	564,453.34
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-9,111,777.20
1103 · Electricity Receivable	18,945,023.44
1120 · Inventory Asset	21,822.24
1205 · Prepaid Insurance	2,417.54
1210 · Retentions Receivable	97,406.07
Total Other Current Assets	9,954,892.09
Total Current Assets	55,455,648.75
Total Fixed Assets	10,632,617.82
Other Assets	
1700 · Security Deposits	795,280.43
Total Other Assets	795,280.43
TOTAL ASSETS	**66,883,547.00**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	4,369,467.39
Total Credit Cards	16,362.76
Other Current Liabilities	
2002 · Deposits Refundable	1,118,120.01
2011 · NEM Escrow Liability	407,482.87
2013 · Unearned Revenue	5,030,325.63
Total 2100 · Payroll Liabilities	229,052.06
2200 · Accrued Expenses	0.00
Total Other Current Liabilities	6,784,980.57
Total Current Liabilities	11,170,810.72
Total Long Term Liabilities	5,723,553.38
Total Liabilities	16,894,364.10
Equity	
3900 · Fund Balance	39,729,805.37
Net Income	10,259,377.53
Total Equity	49,989,182.90
TOTAL LIABILITIES & EQUITY	**66,883,547.00**

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.3

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Faith Carlson, Regulatory and Legislative Policy Manager Kyle Groben, Regulatory and Legislative Policy Intern
Subject	Federal Activity Report

Summary

The attached report was generated by Local Energy Aggregation Network's (LEAN Energy) lobbyist. LEAN is a non-profit organization founded in 2011 that focuses on the success and advancement of CCA programs across the nation through support, resources, and expertise. Their core services consist of outreach, CCA market analysis, regulatory and legislative affairs, federal engagement, and market development.

After the LEAN monthly report was published, the Environmental Protection Agency announced on February 12, 2026, that it was terminating the endangerment findings which had been in place since 2009. These findings formally declared that greenhouse gas emissions, including those from vehicles and industry, endanger public health and welfare, and allowed the federal government to implement emission limits for the oil industry, power plants, and vehicles. Terminating these findings essentially removes the EPA's role in regulating greenhouse gas emissions. A coalition of environmental and health organizations have already filed a lawsuit challenging the termination.

Alignment with RCEA's Strategic Plan

Staff will continue to track Federal actions and identify those that may impact RCEA's ability to deliver on the goals and strategies in the RCEA Strategic Plan.

Financial Impact

The cost of LEAN membership and staff time required to track federal activity are included in the RCEA budget.

Staff Recommendation

Receive federal activity report.

Attachments

1. LEAN CCA Monthly Federal Report

REDWOOD COAST EnergyAuthority

Agenda Item # 6.3 – Attachment 1

Summary

Congress spent the majority of January focused on negotiating and passing the remaining government funding legislation, with the Jan. 30 deadline increasing the pressure to reach a deal. Although January ended with a four-day partial government shutdown, Congress passed full-year funding bills for agencies and programs of importance to CCAs, including the Department of Energy, Environmental Protection Agency, and the Low Income Home Energy Assistance Program (LIHEAP), among others.

While the funding votes dominated Congressional floor time, the Senate and House both held hearings relevant to Community Choice Aggregators (CCAs). The Senate Environment and Public Works Committee held a hearing on permitting reform, the first formal discussion of the topic since Senate Democrats paused negotiations due to the Trump Administration's stop work orders on offshore wind projects. The House Energy and Commerce Subcommittee on Energy held an oversight hearing of the Federal Energy Regulatory Commission (FERC), discussing the Commission's role in delivering affordable and reliable energy as well as the connection of large load customers, such as data centers, to the grid.

In Administration news, the Department of Energy Office of Critical Minerals and Energy Innovation (CMEI) announced the restructuring of its three offices, The CMEI realignment follows a DOE agency-wide restructuring announced Nov. 20 to advance Trump administration priorities, which LEAN has been closely tracking.

Outside of Congress and the Administration, the Courts played an active role in energy policy. In response to the Interior Department's December stop-work orders on offshore wind projects, federal judges granted preliminary injunctions in all five cases, allowing construction to continue, an early but positive signal for the wind sector and CCAs procuring clean energy.

LEAN Federal Advocacy Highlights

LEAN signed onto the National Energy and Utility Affordability Coalition's All Parties letter in support of full funding for Low Income Home Energy Assistance Program (LIHEAP) in FY27. A copy of the letter and list of signatories.

LEAN and a small group of California CCAs met with Representative Bera (D-CA-06) on January 14 to share some information about the CCA model and discuss energy affordability.

LEAN drafted a Permitting Reform Outlook memo for members.

Congressional Actions

Five-Bill Spending Deal Ends Partial Shutdown, Sets New Deadline to Resolve DHS Funding Bill:

Congress returned from holiday recess the week of Jan. 5 with just four weeks to pass the nine remaining FY26 funding bills in order to avert a partial shutdown on Jan. 30. Earlier in the month Congress passed and President Trump signed on Jan. 23 into law a three-bill spending package, which included the Energy-Water, Commerce-Justice-Science, and Interior and Environment funding bills. A high-profile shooting of a protester in Minnesota on Jan. 24 caused Democrats to withdraw support for the Department of Homeland Security (DHS) bill, imperiling the passage of the remaining six-bill funding

package. On Jan. 29, the White House and Senate Democrats negotiated a compromise that would remove DHS funding from the six-bill package and instead pass a two-week DHS extension until Feb. 13. The Senate approved the amended package on Jan. 30, by a vote of 71-29. However, the House was in recess during the week of Jan. 26, resulting in a four-day partial government shutdown that concluded on Feb. 3 after the chamber approved the bill by a 217–215 vote and President Trump signed it into law.

Of interest to CCAs, the compromise Energy-Water bill would provide $58 billion for its programs, including roughly $49 billion for the DOE. The bill demonstrates bipartisan priorities in research and nuclear energy, as the Office of Science would receive $8.4 billion (a $160 million increase), and $1.8 billion for nuclear energy programs (a $100 million increase). The proposed package includes $3.1 billion in repurposed funds to support the advanced reactor demonstration program and small modular reactors. The bill eliminates DOE's Office of Clean Energy Demonstrations while allocating $3.1 billion for clean energy and energy efficiency programs, exceeding both the FY26 request and House-passed funding level and avoids the fate of several other programs that have been restructured or eliminated by the agency. The appropriations package passed on Feb. 3 includes funding for the Department of Health and Human Services, which appropriates $4.045 billion for LIHEAP, a $20 million increase.

Senate Committee Holds Permitting Reform Hearing Despite Stalled Negotiations:

On Jan. 28, the Senate Environment and Public Works (EPW) Committee held a hearing on permitting reform, even as negotiations have stalled. EPW Ranking Member Sheldon Whitehouse (D-RI), and Energy and Natural Resources Committee Ranking Member Martin Heinrich (D-NM), paused negotiations on permitting reform following the Trump administration's Dec. 22 stop-work order issued to five offshore wind projects. While Sen. Whitehouse expressed his desire to pass bipartisan permitting reform legislation, he also argued that legislation could not move forward without assurances that the Administration's attacks on clean energy would stop. EPW Chair Shelley Moore Capito (R-WV) empathized with Sen. Whitehouse, highlighting the Biden administration's blockage of the Keystone XL oil pipeline, and emphasized the need to remove politics from permitting. Industry representatives, including the oil and solar executives, who testified before the panel, demonstrated unified support for permitting certainty for all energy projects as well as additional reforms, including transmission permitting, which was not included in the House-passed permitting reform bill, as part of a comprehensive permitting reform bill. Despite the broad display of support for permitting reform shown at the hearing, there is still no clear path to resuming Senate negotiations. Of interest to CCAs, despite the broad display of support for permitting reform shown at the hearing, there is still no clear path to resuming negotiations.

Energy and Commerce Subcommittee Holds FERC Oversight Hearing:

On Feb. 3, the House Energy and Commerce Subcommittee on Energy held an oversight hearing on the Federal Energy Regulatory Commission (FERC), with all five commissioners testifying. Chair Laura Swett made her first appearance before Congress, highlighting FERC's role in delivering affordable, reliable power and pointing to ongoing efforts to streamline processes and shorten interconnection timelines. The hearing focused on how FERC will address challenges around grid reliability and rising power prices as electricity demand increases from AI
operations. The Commissioners largely supported an "all-of-the-above" energy policy in response to questions from panel members on the Administration's actions against renewable energy and prioritization of fossil fuels. Of interest to CCAs, Rep. Doris Matsui (D-CA) questioned the commissioners on FERC's jurisdictional authority regarding large load interconnections, particularly whether the

Commission's streamlining of these interconnections would overstep state authority. In response, Commissioner David Rosner asserted that FERC has authority over connecting large load customers directly to the transmission system, and Chair Swett reaffirmed FERC's commitment to facilitating large load connections, while adhering to federal law and maintaining fair and reasonable energy costs. FERC is in the process of reviewing comments to the Department of Energy's Advanced Notice of Proposed Rulemaking on large load interconnection.

Administrative Actions

DOE Finalizes Restructuring of Critical Minerals and Energy Innovation Office:

On Jan. 28, the Department of Energy's (DOE) Office of Critical Minerals and Energy Innovation (CMEI) announced the restructuring of offices concerning critical minerals, manufacturing, federal codes and standards, and energy technology research and development. CMEI will be divided into three offices, each led by a deputy assistant secretary. The Office of Critical Minerals, Materials, and Manufacturing will focus on accelerating mining activities, diversifying the supply chains for critical minerals and metals. The Office of Energy Technology will focus on research and development for energy technologies, fuels, chemicals, and hydropower, as well as driving the commercialization and deployment of technologies that enhance energy networks. The Office of Innovation, Affordability, and Consumer Choice will exercise DOE's appliance standards and building codes authority and will oversee and manage multiple state and community energy and weatherization programs. The realignments, which LEAN Energy US has been tracking, follow a DOE restructuring announced Nov. 20 to advance Trump administration priorities.

Judicial Actions

Offshore Wind Projects See Victories in Court:

Offshore Wind project developers have seen a series of court victories in their efforts to overturn stop-work orders issued by the Interior Department. The orders originated on Dec. 22, when the Trump administration claimed that national security concerns identified by classified reports from the Department of War necessitated a halt to the active construction of five offshore wind projects. The pause applied to the Vineyard Wind 1, Revolution Wind, Coastal Virginia Offshore Wind, Sunrise Wind and Empire Wind 1 projects, which were set to be completed in the next two years. In response to the stop-work order, each project developer initiated a lawsuit to resume construction. In all five cases, federal judges have issued preliminary injunctions to overturn the stop-work order. While the details of the decisions differ based on each project's specific situation, in each of the cases the judges found insufficient evidence of national security risks in the classified documents to warrant the stop-work orders. **Although these are preliminary injunctions, with the court cases still ongoing, the decisions mark a significant win for the offshore wind industry,** which has faced the ire of the Trump administration.

Funding Opportunities

Department of Energy Re-Launches Digitizing Utilities Prize, Round 3:

On Jan.12, the Department of Energy (DOE) announced the re-launch of Digitizing Utilities Prize Round 3: Resilient Grid Innovation, offering a total **prize pool of over $2.4 million in cash prizes and vouchers to work with a DOE national laboratory. The competition is open to CCAs,** private

entities, nonfederal entities, and academic institutions, although non-utility teams must partner with an energy sector partner. The aim of the award is to develop partnerships to transform digital systems, data analytics, and grid resource integration for the electric sector, and ultimately increase energy affordability. DOE intends for the solutions developed under this prize to be shared as examples with the broader energy sector community on how to solve data and/or resource integration challenges. The submission deadline is April 9, 2026.

Department of Energy Reopens Beyond the Meter Prize:

On Feb. 3, the **Department of Energy's (DOE) Office of Electricity announced the reopening of the Beyond the Meter Prize to accelerate behind-the-meter solutions to enhance affordability of energy storage**. The **competition** is open to for-profits, nonprofits, municipalities, academic institutions and has a submission deadline of April 30, 2026. DOE will award funds to teams that develop solutions that maximize the value and flexibility of consumer-focused energy resources for both consumers and the grid. The two-phase competition requires applicants to submit their solutions to either the Residential Solution Track or the Commercial/Industrial Track. DOE is providing a larger prize pool of $3.4 million in cash prizes and $800,000 in vouchers to work with a national laboratory.

REDWOOD COAST EnergyAuthority

STAFF REPORT
Agenda Item # 6.4

AGENDA DATE:	February 26, 2026
TO:	Board of Directors
PREPARED BY:	Michael Gerace, Chair Board of Directors Sarah Schaefer, Vice Chair Board of Directors Scott Bauer, Board of Directors
SUBJECT:	Employment Contract, Executive Director, Amendment #1

BACKGROUND

Elizabeth Burks began her appointment as RCEA's Executive Director on January 5, 2025. The Board of Directors recently completed a review of Ms. Burks' first year and determined that she had outstanding work performance during the 2025 calendar year. The Board of Directors' ED Evaluation Ad-hoc Sub-Committee (Board Directors Gerace, Schaefer and Bauer) recommends providing the Executive Director with a 5% meritorious salary increase, from Step 5 to Step 7 as defined by the Board approved Job Classifications and Pay Scales. The advance to Step 7 would bring her annual salary to $212,052.95. Additionally, the Sub-Committee recommends extending Ms. Burks' employment contract for five years. Amendment No. 1 to the Executive Director Employment Agreement proposes to implement these adjustments, effective on January 5, 2026.

SUBCOMMITTEE RECOMMENDATION

Approve Amendment No. 1 to Agreement for Employment of Executive Director with Elizabeth Burks.

ATTACHMENTS

Amendment No. 1 to Agreement for Employment with Executive Director.

AMENDMENT No. 1 TO
AGREEMENT FOR EMPLOYMENT
OF EXECUTIVE DIRECTOR

This is an amendment ("Amendment") to that certain agreement by and between the Redwood Coast Energy Authority ("RCEA") and Elizabeth Burks ("Employee") entitled *Agreement for Employment of Executive Director*, effective December 1, 2024, ("Agreement") This Amendment is effective on January 5, 2026.

RECITALS

WHEREAS, Employee has acted in the capacity of Executive Director for RCEA since January 6, 2025 pursuant to a one-year employment agreement; and

WHEREAS, the RCEA Board of Directors completed an annual performance evaluation of Employee and finds the Employee's performance to be outstanding; in consideration thereof, the Board of Directors desires to provide a merit salary increase;

WHEREAS, the Board of Directors and Employee desire to extend Employee's employment as RCEA's Executive Director for an additional five-year term.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. **Term of Agreement.** Section II, *Term of the Agreement*, is hereby amended by extending the date of termination by five (5) years to expire on January 5, 2031, unless terminated earlier as provided in the Agreement.

2. **Salary.** Section IV.A, *Salary*, is hereby amended by adjusting Employee's annual base salary from Executive Director Step 5 to Step 7, effective January 5, 2026.

3. **Ratification of Agreement.** The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment No. 1 shall control.

IN WITNESS WHEREOF, Employer has caused this Amendment No. 1 to be signed and executed on its behalf by its Chair of the Board of Directors, and the Employee has executed this Agreement, as of the day and year first above written.

AUTHORITY	**EXECUTIVE DIRECTOR**
_____	_____
Michael Gerace, Chair of the Board	Elizabeth Burks
Dated: _____	Dated: _____
Approved as to form:	
_____	Dated: _____
Nancy Diamond, General Counsel	

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.5

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Eileen Verbeck, Deputy Executive Director
Subject	RCEA Office Lease Extension 633 3rd Street

Summary

Redwood Coast Energy Authority operates out of two facilities, one at 633 3rd Street in Eureka and a second at 917 3rd Street in Eureka. In June 2023, RCEA executed a three-year lease agreement for 633 3rd Street, Eureka that is set to expire on May 31, 2026. RCEA requested an extension of this lease for one year, and the owners agreed.

The proposed lease amendment updates the ownership of the property, extends the lease for one year, and maintains the current rent RCEA is paying.

The lease extension will allow staff to continue to explore long-term solutions to house RCEA's business office.

Equity Impacts

None – This is an operational item.

Alignment with RCEA's Strategic Plan

None – This is an operational item.

Financial Impact

The lease extension maintains RCEA's current rent amount of $8,144.97 per month, and there is no anticipated funding increase needed to execute the agreement. This rent amount is accounted for in the Board adopted budget.

Staff Recommendation

Approve first amendment to commercial lease agreement for 633 3rd Street, with rent in the sum of $8,144.97 per month and a term ending May 31, 2027, and authorize the Executive Director to execute all applicable documents pending review by RCEA Legal Counsel.

Attachments

1. First amendment to commercial lease agreement for 633 3rd Street, Eureka

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FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This "First Amendment to Commercial Lease Agreement" (this "First Amendment") is entered into as of January 22, 2026, by and between **JOHN R. WINZLER REVOCABLE TRUST, FLORA N. WINZLER MARITAL TRUST and REED A. KELLY** ("Original Landlord") and **REDWOOD COAST ENERGY AUTHORITY, a local government Joint Powers Authority** ("Tenant").

Recitals

A. WHEREAS, Landlord is the owner of certain land and improvements consisting of an approximately 6,202 square foot building located at 633 3rd Street, Eureka, California ("Premises");

B. WHEREAS, Landlord and Tenant entered and executed that certain written "Commercial Lease Agreement" dated on or about June 1, 2023 (the "Lease"), a copy of which is attached hereto as **Exhibit "A**" and incorporated by reference herein;

C. WHEREAS, the Initial Term of the Lease expires on May 31, 2026;

D. WHEREAS, Landlord and Tenant desire to continue the terms and conditions and tenancy created by the Lease, subject to the respective rights and obligations created by this First Amendment.

NOW, THEREFORE, for good and valuable consideration, and incorporating the above-stated Recitals of Facts as material terms hereof, the parties agree as follows:

Agreement

Section 1. Change in Owners of the Premises

There has been a change in ownership of the Premises, and the landlords shall be, John Winzler, Jr., James P. Winzler, Debra Ann Friedenbach, Julie Winzler Siqueria, and Reed Kelly, collectively referred to as "Current Landlord". The Current Landlord shall be responsible for all of the terms and requirements of the "Landlord" under the Lease, as amended by this First Amendment.

Section 2. Continuation of Occupancy and Extension Term

Landlord and Tenant agree to extend and continue Tenant's right(s) to lease and occupy the Premises subject to the terms and conditions of the Lease and this First Amendment, for a period of time commencing June 1, 2026 and terminating at 11:59 PM, on May 31, 2027 (the "Extension Term").

Section 3. Rent During Extension Term

Tenant shall pay rent in the sum of Eight Thousand One Hundred Forty-Four Dollars and Ninety-Seven Cents ($8,144.97) per month, each and every month during the Extension Term.

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Rent shall be due and payable on the first day of each month, and shall be deemed late if not tendered to Landlord prior to the fifth (5th) day of each month.

Section 4. Termination of Option

The Landlord and Tenant acknowledge and agree that the option set forth in the Lease is hereby terminated and the Lease, as amended by this First Amendment, shall be read and interpreted as if the Option Term, recited in the Lease does not exist. The Lease is now a fixed term obligation, with the term expiring at the end of the Extension Term (i.e., May 31, 2027).

Section 5. Continuation of Lease Terms

Except to the extent amended and supplemented by the terms and conditions of this First Amendment, the Lease shall continue in full force and effect.

Section 6. Counterparts/Electronic Signature

This First Amendment may be executed in counterparts, all of which shall be taken together as one whole. The parties agree that this First Amendment to Commercial Lease Agreement and any related documents may be executed and delivered by electronic means, including but not limited to electronic signature via DocuSign or a similar secure electronic signature platform. The parties further agree that electronic signatures shall be deemed to be original signatures for all purposes, and shall have the same legal effect, validity, and enforceability as manual signatures in accordance with the California Uniform Electronic Transactions Act (Cal. Civ. Code §1633.1 et seq.) and the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.). Each party agrees that delivery of an executed counterpart of this First Amendment by electronic transmission (including PDF, scanned image, or other digital format) shall constitute valid delivery of this First Amendment.

[Signature Page to Follow]

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Effective as of the date first set forth above.

Signatures

LANDLORD:

_____	_____
John Winzler, Jr.	Julie Qinzler Siqueira
_____	_____
James P. Winzler	Reed Kelly
_____	
Debra Ann Friedenbach	

TENANT:

REDWOOD COAST ENERGY AUTHORITY, a local government Joint Powers Agency

By: _____

Name: Eileen Verbeck

Its: Interim Executive Director

Attachments

"Exhibit A": Commercial Lease Agreement

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EXHIBIT A
Commercial Lease Agreement

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COMMERCIAL LEASE AGREEMENT

(OFFICE LEASE)

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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (OFFICE LEASE) (this "Lease") is entered and deemed effective as of June 1, 2023 (the "Effective Date"), by and between **REDWOOD COAST ENERGY AUTHORITY, a local government Joint Powers Agency** ("Tenant") and **JOHN R. WINZLER REVOCABLE TRUST, FLORA N. WINZLER MARITAL TRUST and REED A KELLY** ("Landlord").

Recitals

A. Landlord is the owner of real property located at 633 3rd Street, Eureka, Humboldt County, California, and the improvements located on the real property (collectively, "Property").

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant that portion of the Property consisting of approximately 6,202 square feet of office space ("Leased Premises" or "Premises"), which Tenant occupies as of the Effective Date.

C. Landlord and Tenant entered and executed that certain written "Commercial Office Lease" dated on or about September 1, 2019 (the "Lease"), that certain written "First Amendment to Commercial Office Lease" dated on or about May 5, 2020 ("First Amendment"), and that certain written "Second Amendment to Commercial Office Lease" dated on or about August 30, 2022 ("Second Amendment").

D. Landlord and Tenant desire to execute a new lease and continue Tenant's occupancy of the Premises uninterrupted, as recited herein.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Lease of Premises

Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions set forth in this Lease.

Section 2. Use

Tenant agrees to use the Leased Premises for the purpose of operating a business office, including energy information for the public and uses reasonably related thereto at the location and for no other use without Landlord's written consent, which may be granted or withheld in Landlord's sole discretion.

Section 3. Term

The term of this Lease shall be for a period of three (3) years, commencing on June 1, 2023, and unless terminated sooner in accordance with this Lease, ending on May 31, 2026 ("Initial Term"). In addition to the Initial Term, Tenant shall have the option to extend this Lease for an additional period of one (1) year, with the option period commencing on June 1, 2026 and terminating on May 31, 2027 ("Option Term"). In order to validly exercise the Option Term, Tenant must provide Landlord prior written notice of Tenant's election to exercise the relevant option period no later than one hundred and eighty (180) days prior to expiration of the Initial Term. As used generally in this Lease, the word "Term" shall include the Initial Term and Option Term (if exercised); where specific reference to either the Initial Term or Option Term is intended, a specific recital is included.

Section 4. Rent

(a) **Rent.** Tenant shall pay to Landlord during the first year of the Initial Term of this Lease as monthly rental for the Leased Premises the sum of Seven Thousand, Seven Hundred Fifty-Two Dollars and Fifty Cents per month ($7,752.50), which shall be paid in advance on the first day of each calendar month ("Monthly Rent"). Monthly Rent shall be paid in equal monthly installments on the first day of each and every month in advance. All rental to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without

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deduction or offset, prior notice or demand at the address designated in Section 28 of this Lease. Commencing on June 1, 2024, and annually on June 1 of each year thereafter during the Initial Term and (if exercised) at the commencement of the Option Term, Monthly Rent shall increase, but in no event decrease, by the greater of: (a) two and one-half percent per annum (2.50%), or; (b) if greater than two and one-half percent (2.50%) the percentage increased in the Consumer Price Index/All Urban Consumers—Okland, San Jose, California region published by the United States Bureau of Labor Statistics ("CPI-U"), not to exceed a four and one-half percent (4.50%) increase in any one Lease year if the CPI-U change exceeds four and one-half percent (4.50%).

(b) **Late Charge(s).** Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord accustomed by the failure of Tenant to make any payment of Monthly Rent during the Term within ten (10) days of the due date and, therefore, Tenant agrees that if any payment of rent is not made within ten (10) days of its due date, Tenant agrees to pay Landlord a ten percent (10%) late charge. This is an absolute net lease to Landlord with Tenants paying their pro rata share of all expenses pursuant to Section 7(c).

Section 5. Real Property Taxes

Landlord shall pay all real property taxes and assessments related to the Property, except any specifically assessed against Tenant or arising out of Tenant's use and occupancy of the Leased Premises.

Section 6. Personal Property Taxes

During the Term, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Leased Premises prior to delinquency, and when possible Tenant shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's fixtures, furnishings, equipment, and other personal property is assessed and taxed with Landlord's real property, Tenant shall pay to Landlord Tenant's share of the taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of the taxes applicable to Tenant's property.

Section 7. [Intentionally Left Blank]

Section 8. Uses Prohibited

Tenant shall not use, nor permit the Leased Premises, nor any part of the Leased Premises, to be used for any purpose other than the purpose set forth in Section 2. No use shall be made or permitted to be made of the Leased Premises, nor acts done, that will increase the existing rate of insurance upon the Property (once this rate is established), or cause a cancellation of any insurance policy covering the Property or any part of the Property, nor shall Tenant sell or permit to be kept, used, or sold in or about the Leased Premises any article that may be prohibited by standard form of fire insurance policies. Tenant shall, at Tenant's sole cost, comply with all requirements pertaining to the use of the Leased Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering the building and appurtenances. If Tenant's use of the Leased Premises, as recited in Section 2, results in a rate increase for the building of which the Leased Premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by the rate increase.

Section 9. Alterations

Tenant shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of Landlord, and any additions to, or alterations of, the Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Landlord. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities. Any alterations made with Landlord's consent shall remain on and be surrendered with the Leased Premises on expiration or termination of the Initial Term (and/or Option Term if exercised), except that Landlord can elect within ten (10) days after termination of the Initial Term (and/or Option Term if exercised), to require Tenant to remove any alterations that Tenant has made to the Leased Premises, at Tenant's cost. Three (3) months prior to vacating the Premises (whether Tenant elects to vacate at the end of the Initial Term or Option Term (if exercised), Landlord and Tenant shall determine and mutually agree upon alterations which must be removed and restoration of the interior of the Premises which must be

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made prior to Tenant vacating the Premises.

Section 10. Maintenance and Repair

(a) **Tenant's Responsibilities.** Tenant acknowledges that Tenant is leasing the Leased Premises on an "as is" basis, and that Tenant has occupied the Leased Premises prior to the Effective Date and is fully familiar with it. Tenant shall, subject to Landlord's obligations under this Lease recited in Section 10(b), below, at all times during the Term, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the Leased Premises in good and sanitary order and condition (except as otherwise provided in this Lease) including without limitation, the maintenance and repair of any store front, doors, window casements, glazing, plumbing, pipes, electrical wiring and interior lighting (including light bulbs, tubes and ballasts), and conduits at Tenant's sole cost and expense. Additionally, shall be responsible for keeping and maintaining the heating and air condition units and procure a maintenance contract for the inspection and replacement of filters (with a minimum of Merv 12 rating), and making minor repairs and adjustments to the heating and air conditioning units on an annual basis as well as prior to vacating the Premises. Tenant shall provide Landlord with a copy of the inspection and maintenance performed to the address listed in Section 28 below. Tenant shall at Tenant's sole cost be responsible for any alterations or improvements to the Leased Premises necessitated as a result of the requirement of any municipal, state, or federal authority. By entering into the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good and sanitary order, condition, and repair, and Tenant agrees on the last day of the Term or on sooner termination of this Lease to surrender the Leased Premises with appurtenances, in the same condition as when received, reasonable use and wear and damage by fire, act of God, or by the elements excepted. Tenant shall regularly sweep and clean the sidewalks adjacent to the Leased Premises, as needed, and shall be responsible for keeping the Leased Premises' trash enclosure free of debris and perform all janitorial obligations and landscaping related to Tenant's Premises.

(b) **Landlord's Responsibilities.** Landlord shall, at Landlord's expense, repair or replace the roof and heating and air conditioning units (for major repairs), exterior paint, and sidewalks as reasonably necessary to maintain the Property in good and sanitary order, condition, and repair. Tenant agrees that Tenant will not, nor will Tenant authorize any person to go onto the roof of the building of which the Leased Premises are a part without the prior written consent of Landlord. This consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant at Tenant's expense and will be made in a manner so as not to invalidate any guarantee or warranty relating to this roof. Landlord shall not be required to make any repairs to the exterior walls, roof, and sidewalks unless Tenant has notified Landlord in writing of the need for repairs and Landlord shall have had a reasonable period of time to commence and complete the repairs. Tenant waives all right to make repairs at the expense of Landlord, and Tenant waives all rights provided for by Civ. Code, § 1941 to make these repairs.

Section 11. Compliance with Law

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all municipal, state, and federal authorities now in force or that may later be in force pertaining to the use of the Leased Premises, and shall faithfully observe in this use all municipal ordinances and state and federal statutes now in force or that shall later be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party or not, that Tenant has violated any order or statute in this use, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Leased Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located.

Section 12. Landlord's Insurance

Landlord shall maintain fire and casualty coverage throughout the Term in an amount equal to at least ninety percent (90%) of the replacement value of the building that includes the Leased Premises, together with other insurance as may be required by Landlord's lender or by any governmental agency. Tenant waives any right of recovery from Landlord, Landlord's officers and employees, and Landlord waives any right of recovery from Tenant, Tenant's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

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Section 13. Tenant's Insurance; Indemnification of Landlord

(a) During the entire Term of this Lease, Tenant shall, at Tenant's sole cost, but for the mutual benefit of Landlord and Tenant, maintain general public liability insurance against claims for personal injury, death, or property damage occurring in or about the Leased Premises and on any sidewalks directly adjacent to the Leased Premises. The limitation of liability of this insurance shall be not less than One Million Dollars ($1,000,000.00) in respect to injury or death of one person and to the limit of not less than Two Million Dollars ($2,000,000.00) in respect to any one accident and to the limit of not less than Five Hundred Thousand Dollars ($500,000.00) with respect to property damage. All policies of insurance shall be issued in the name of Tenant, with Landlord listed as an additional insured, and certificates of this insurance or copies of policies shall be delivered to Landlord within ten (10) days of the Effective Date. All insurance policies shall contain a provision, that a thirty (30) day prior written notice of any cancellation shall be given to Landlord and Tenant before the effective date of cancellation.

(b) Tenant, at Tenant's sole cost, shall keep and maintain a policy of Worker's Compensation Insurance in a manner consistent with, and conforming to, California law with respect to all employees and operations occurring at the Leased Premises.

(c) Tenant, at Tenant's sole cost, shall maintain business interruption insurance for Tenant's protection, with limits set at an amount approved by Tenant.

(d) All insurance policies of insurance described herein shall be procured to the satisfaction of Landlord and shall be underwritten by an insurer rated A-:VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the State of California. All policies of insurance procured by Tenant shall include a waiver of subrogation against any insurance policies procured by Landlord and contain provisions reciting that Tenant's policies of insurance are primary and non-contributory with any insurance policies procured by Landlord. Tenant shall require any contractors and/or subcontractors entering the Leased Premises to maintain in full force and effect insurance coverage with limits and requirements equal to those applicable to Tenant under this Lease insuring and covering all operations of the contractor(s) and/or subcontractor(s).

(e) Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, waives all claims against Landlord for damage to goods, wares, and merchandise, in, upon, or about the Leased Premises and for injuries to persons in or about the Leased Premises, from any cause arising at any time; and Tenant will indemnify, defend and hold Landlord exempt and harmless from any damage or injury to any person or property (including the Premises), or the goods, wares, and merchandise of any person, arising from the use of the Leased Premises by Tenant, or from the failure of Tenant to keep the Leased Premises in good condition and repair, as provided in this Lease.

Section 14. Free From Liens

Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

Section 15. Abandonment

Tenant shall not vacate or abandon the Leased Premises at any time during the Term; and if Tenant shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of Landlord, be deemed abandoned.

Section 16. Signs

(a) Tenant shall not place or permit to be placed any sign or poster upon the exterior or in the windows of the Leased Premises without Landlord's prior written consent as well as that of any permitting authorities with jurisdiction regulating signage, nor shall Tenant change the color or exterior appearance of the Leased Premises without Landlord's prior written consent. Tenant shall at Tenant's sole cost prepare sign construction drawings, in accordance with those criteria drawings, which shall be submitted to Landlord for Landlord's written approval. Tenant agrees to install a sign in accordance with the approved sign construction drawings within thirty (30) days after the commencement of the Term. Landlord hereby approves all existing Tenant signs.

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(b) Tenant shall not, without Landlord's prior written consent, display or sell merchandise outside the defined exterior walls and permanent doorways of the Leased Premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Leased Premises, whether the auction is voluntary, involuntary, or some other solvency proceeding. Tenant shall not erect any visual barriers or walls within four (4) feet of all windows.

Section 17. Utilities

Tenant shall maintain in its own name and pay before delinquency all charges for gas, heat, electricity, power, water, sewer, telephone service, internet service, garbage/recycling disposal and all other services of utilities used in, upon, or about the Leased Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term.

Section 18. Entry

Subject to reasonable (subject to 48 hours prior notice to Tenant) prior notice to Tenant, Tenant shall permit Landlord and Landlord's agents (i.e. architects, consultants, contractors, material providers, etc.) to enter into and upon the Leased Premises at all reasonable times to inspect, assess, evaluate improvements or to maintain the building in which the Leased Premises are situated, or for making repairs, alterations, or additions to any other portion of the building, including the erection and maintenance of scaffolding, canopy, fences, and props as may be required, or for posting notices of nonliability for alterations, additions, or repairs, or for placing any usual or ordinary "For Sale" signs upon the property in which the Leased Premises is located. Tenant waives any damage claims for inconvenience to or interference with Tenant's business or loss of occupancy or quiet enjoyment of the Premises caused by Landlord's entry. Provided, however, if Landlord performs any work or otherwise forces Tenant to close the Premises or materially impacts Tenant's use of the Premises for at least three (3) consecutive days, Rent of the impacted Premises shall abate until such interruption is resolved.

Tenant shall permit, at any time within six (6) months prior to the expiration of this Lease, Landlord and Landlord's agents (i.e. architects, consultants, contractors, material providers, etc.) to enter and inspect the Leased Premises for the purpose of assessing and evaluating improvements to the Leased Premises prior to Tenant's vacating the Leased Premises, and make minor alterations thereto so long as at least forty-eight (48) hours notice is provided to Tenant and Tenant's possession of the Leased Premises is not unreasonably interrupted.

Tenant shall permit Landlord, at any reasonable time within thirty (30) days prior to the expiration of this Lease, to place upon the Leased Premises any usual or ordinary "For Lease" signs, and during the thirty (30) day period Landlord or Landlord's agents may, during normal business hours, enter upon the Leased Premises and exhibit them to prospective Tenants, upon 48 hours' notice to Tenant and Tenant's reasonable approval of such time of entry.

Section 19. Damage and Destruction

(a) Landlord shall make necessary repairs upon the occurrence of either: (i) partial destruction of the Leased Premises or the building containing the Leased Premises during the Term, requiring repairs to either the Leased Premises or the building; or (ii) declaration of the Leased Premises or the building containing the Leased Premises as unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repairs either to the Leased Premises or the building.

No partial destruction, including any destruction necessary to make repairs required by any declaration made by any public authority, shall in any way void this Lease except that Tenant shall be entitled to a proportionate reduction of Monthly Rent while these repairs are being made, this proportionate reduction to be based upon the extent to which the making of these repairs shall interfere with the business carried on by Tenant in the Leased Premises.

(b) However, if the building in which the Leased Premises is located is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five percent (25%) of its then replacement cost (including foundations), Landlord may within thirty (30) days following the date the damage occurs elect not to repair the damage and terminate this Lease by written notice to Tenant.

If Landlord elects to make the repairs, and provided Landlord uses due diligence in making the repairs, this Lease shall continue in full force, and the Monthly Rent shall be proportionately reduced as provided in this Lease. If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of

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destruction.

Section 20. Assignment and Subletting

Tenant shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Leased Premises without the prior written consent of Landlord. However, Tenant may assign this Lease without Landlord's written consent if the assignment is made:

(i) to a successor corporation into which or with which Tenant is merged or consolidated in accordance with applicable statutory provisions for the merger or consolidation of corporations,

(ii) to a wholly-owned subsidiary of Tenant, or

(iii) to a corporation to which Tenant shall sell all or substantially all of Tenant's assets; and the liabilities of the corporations participating in the merger or consolidation or of the transferor corporation must be assumed by the corporation surviving the merger or created by the consolidation or by the transferee corporation, in the event of a transfer to a wholly-owned subsidiary or a sale of all or substantially all assets, and that corporation (except in the case of a wholly-owned subsidiary) must have a net worth at least equal to the net worth of Tenant at the time of execution of this Lease. Upon delivery to Landlord, by a successor corporation to which this Lease is assigned or transferred, of the agreement of the corporation to be bound by the terms, covenants, and conditions of this Lease to be performed by Tenant after the date of the assignment or transfer, Tenant shall be released and discharged from all obligations later arising under this Lease, except where the transfer is to a wholly-owned subsidiary of Tenant.

Section 21. Default

(a) Each of the following shall constitute an event of default ("Event of Default") under this Lease:

If by Tenant:

(i) If Tenant fails to make any payment required by the provisions of this Lease, when due;

(ii) If Tenant fails to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

(iii) If Tenant fails within ten (10) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease. If, however, by its nature the failure cannot be cured within ten (10) days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iv) Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

(v) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy,

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unless, in the case of any involuntary filing, it is dismissed within sixty (60) days; or

(vi) If Tenant abandons the Leased Premises before the end of the Term.

If by Landlord:

(ii) If Landlord fails to perform any obligation under this Lease, which by its nature Landlord has no capacity to cure in compliance with the terms of this Lease;

(iii) If Landlord fails within ten (10) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease. If, however, by its nature the failure cannot be cured within ten (10) days, Landlord may have a longer period as is necessary to cure the failure, but this is conditioned upon Landlord's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure.

(iv) Any of the following: Any voluntary filing, petition, or application by Landlord under any law relating to insolvency or bankruptcy.

(b) Upon the occurrence of an Event of Default, Landlord shall have the right at any time afterwards to elect to terminate the Lease and Tenant's right to possession under the Lease. Upon this termination, Landlord shall have the right to recover against Tenant:

(i) The worth at the time of award of the unpaid rent that had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of this rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of this rental loss that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Lease or that in the ordinary course of things would be likely to result. The "worth at the time of award" of the amounts referred to in the previous subsections shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in subsection (iii) shall be computed by discounting this amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Efforts Landlord may make to mitigate the damages caused by Tenant's breach of this Lease shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Lease affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Lease for personal injuries or property damage, and Tenant agrees to indemnify and hold Landlord harmless from any injuries and damages, including all reasonable attorney's fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.

(d) However, the breach of this Lease by Tenant, or an abandonment of the Leased Premises by Tenant, shall not constitute a termination of this Lease, nor of Tenant's right of possession under this Lease, unless and until Landlord elects to do so, and until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Lease as they become due; provided, that until Landlord elects to terminate this Lease and Tenant's right of possession under this Lease, Tenant shall have the right to sublet the Leased Premises or to assign interests in this Lease, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

Landlord and Tenant acknowledge that this Lease need not reference Civ. Code, § 1951.4 nor quote its language precisely in order for the Landlord to preserve its benefit in the event of a default by the Tenant.

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(e) As security for the performance by Tenant of all duties and obligations under the Lease, in addition to and not limiting any other security Tenant may pledge to Landlord, Tenant assigns to Landlord the right, power, and authority, during the continuance of this Lease, to collect the rents, issues, and profits of the Leased Premises, reserving to Tenant the right, prior to any breach or default by Tenant under this Lease, to collect and retain the rents, (solely in the case of a sublease previously approved by Landlord) issues, and profits, from the operation of Tenant's approved business use, as they become due and payable, and so long as payments to Landlord are also kept current. Upon any breach or default, Landlord shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the Leased Premises and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any secured indebtedness, and in an order as Landlord may determine.

(f) The parties agree that acts of maintenance or preservation or efforts to release the Leased Premises, or the appointment of a receiver upon the initiative of Landlord to protect interests under this Lease shall not constitute a termination of Tenant's right of possession for the purposes of this section unless accompanied by a written notice from Landlord to Tenant of Landlord's election to so terminate.

Section 22. Surrender of Lease

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any of the subleases or subtenancies. Tenant has no right to cancel this except with Landlord's express written consent, which may be granted or withheld in Landlord's sole discretion.

Section 23. Sale of Property

If Landlord sells any of the Leased Premises, Landlord shall be and is entirely relieved of all liability under this Lease, and of all the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of the sale; and the purchaser, at the sale or any subsequent sale of the Leased Premises, shall be deemed to have assumed and agreed to carry out any of the covenants and obligations of Landlord under this Lease.

Section 24. [Intentionally Left Blank]

Section 25. Attorney Fees

If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease the non-prevailing party shall pay to the other all expenses of the litigation, including reasonable attorney's fees as may be fixed by the court having jurisdiction over the matter. The parties agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Lease, and service sent by certified mail to the address of the parties set forth in this Lease shall be adequate service for this litigation.

Section 26. Security Deposit

(a) Tenant, previously deposited with Landlord a noninterest bearing sum of Four Thousand One Hundred Dollars and 00/100 ($4,100.00), receipt of which is acknowledged by Landlord, this deposit being given to secure the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the Term. Tenant agrees that upon the occurrence of an Event of Default under this Lease, this deposit may, at the option of Landlord, be applied to any damages suffered by Landlord as a result of the Event of Default to the extent of the amount of the damages suffered.

(b) Nothing contained in this Section 26 shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided in Section 21, or by law, or in equity. Should the entire security deposit or any portion be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, then Tenant shall, on the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the security deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after

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receipt of this demand shall constitute a breach of this Lease. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and promptly pay of all of the rental provided for as it falls due and all other sums payable by Tenant to Landlord under this Lease, this security deposit shall be returned in full to Tenant at the end of the Term or upon the earlier termination of this Lease pursuant to the provisions of Section 19, except if the Leased Premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this Lease shall be automatically amended to delete any reference to this Section 26, and Tenant shall be entitled to immediate reimbursement of Tenant's security deposit from the party then holding this deposit.

Section 27. Holding Over

Any holding over after the expiration of the Term, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancellable upon thirty (30) days' written notice, and a rental and upon terms and conditions as existing during the last year of the Term. Any holding over after the expiration of the Term, without the consent of Landlord, shall be construed to be a tenancy-at-will at a Monthly Rent of one hundred and fifty percent (150%) of the Monthly Rent as existing during the last year of the Term, but otherwise on the terms and conditions in this Lease.

Section 28. Notices

Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to the other, this notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by certified mail, addressed as follows:

If to Landlord:	If to Tenant:
[redacted] [redacted] [redacted] Email: [redacted]	Attn: Eileen Verbeck Redwood Coast Energy Authority 633 3rd Street Eureka, CA 95501

Either party may change this address by written notice to the other.

Section 29. Successors in Interest

The covenants in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable.

Section 30. Tenant's Performance

If Tenant shall fail within any time limits that may be provided in this Lease to complete any work or perform any other requirements to be performed by Tenant prior to the commencement of the Term, or if Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of this default and if this default is not corrected within ten (10) days afterwards, Landlord may, by written notice prior to the curing of this default, terminate this Lease. Landlord shall be entitled to retain as liquidated damages all deposits made under this Lease and these improvements as Tenant may have annexed to the realty that cannot be removed without damage.

Section 31. Force Majeure

If either party shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

Section 32. Partial Invalidity

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be void or

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unenforceable, the remainder of the provisions of this Lease shall remain in full force and shall in no way be affected, impaired, or invalidated.

Section 33. Captions

The various headings and numbers in this Lease and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Lease.

Section 34. Time

Time is of the essence in this Lease.

Section 35. Subordination

(a) This Lease, at Landlord's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Leased Premises are a part, and to any advances made on the security of it, and to all renewals, modifications, consolidations, replacements, and extensions; provided, however, that as to the lien of any deed of trust or mortgage, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of this Lease's provisions, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground landlord shall elect to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice to Tenant, this Lease shall be deemed prior to that mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of this mortgage, deed of trust, or ground lease, or the date of recording.

(b) If any foreclosure proceedings are brought, or if a power of sale under any mortgage or deed of trust made by Landlord covering Leased Premises is exercised, Tenant shall attorn to the purchaser upon any foreclosure or sale and recognize that purchaser as landlord under this Lease, provided that the purchaser shall agree that so long as no Event of Default exists under this Lease, Tenant's right to quiet possession shall not be disturbed.

(c) If upon any sale, assignment, or hypothecation of the Leased Premises by Landlord, or at any other time, an estoppel certificate or financial statement shall be requested of Tenant, Tenant agrees, within ten (10) days afterwards, to deliver the financial statement or the estoppel certificate addressed to any proposed mortgagee or purchaser to Landlord certifying the requested information, including the dates of commencement and termination of this Lease, the amounts of security deposits, if any, that the Lease is in full force, and that there are no differences, offsets, or defaults of Landlord, or noting these differences, offsets or defaults actually exist. Tenant acknowledges that the mortgagee or purchaser shall have the right to rely on the estoppel certificate or financial statement. Tenant shall in the same manner acknowledge and execute any assignment of rights to receive rents as required by any mortgagee of Landlord.

Section 36. Condemnation

If a condemnation or a transfer in lieu thereof occurs on all or any portion of the Leased Premises, Landlord or Tenant may, upon written notice given within thirty (30) days after the taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, only from the condemning authority, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

Section 37. No Oral Agreements

This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease, and there are no oral agreements or implied covenants made in connection with this Lease.

Section 38. No Waiver

The waiver of any breech of any of the provisions of this Lease by Landlord shall not constitute a continuing wavier or a waiver of any subsequent breech by the Tenant either of the same or another provision of this Lease.

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Section 39. Tenant Improvements

In the event any improvements to the Leased Premises are proposed by Tenant, Tenant shall provide Landlord with a set of plans showing Tenant's proposed improvements to the Leased Premises. Within ten (10) business days after receipt of Tenant's plans, Landlord shall provide Tenant with written approval or disapproval of the improvements, in Landlord's sole discretion. Landlord shall file a notice of nonresponsibility prior to the start of any improvements. Prior to the commencement of improvements by Tenant, Tenant shall either obtain a Performance and Completion Bond or obtain Unconditional Lien Releases from all persons performing labor or providing materials on or to the Leased Premises. A copy of the bonds or lien releases, dated and with original signatures, shall be provided to Landlord prior to commencement of work.

Section 40. Amendments

This Lease may only be amended by a subsequent written agreement, executed jointly by Landlord and Tenant.

Section 41. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 42. Accessibility Requirements; Continuation of Tenant's Occupancy; Acceptance of Conditions

The following requirements are included herein by Landlord to comply with Civ. Code, § 1938:

☒ The Leased Premises have not undergone inspection by a Certified Access Specialist (CASp).
☐ The Leased Premises have undergone inspection by a Certified Access Specialist (CASp).
☐ Attached hereto is a copy of the current disability access inspection certificate.
☐ Tenant acknowledges that it has received at least 48 hours prior to the execution of this Lease a copy of the report prepared by the Certified Access Specialist (CASp) dated *[date of report]*, a copy of which is attached hereto as Exhibit *[designation of exhibit]* (the "CASp Report"). Tenants' initials _____.
☐ *[Landlord/Tenant]* shall bear the cost of any work called for under the CASp Report.
☐ Tenant hereby agrees to keep and maintain the confidentiality of the CASp Report and will not disclose the contents thereof to any third party without first obtaining the written consent of Landlord, which consent Landlord may grant or withhold in its sole and absolute discretion, except as necessary for Tenant to complete repairs and corrections of violations of construction-related accessibility standards that Tenant agrees to make.
☐ Tenant acknowledges and agrees that a Certified Access Specialist (CASp) can inspect the Leased Premises and determine whether the Leased Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Leased Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Leased Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Leased Premises.

Tenant expressly acknowledges that, as of the Effective Date, Tenant is in occupation of the Premises and has remained in occupancy continually since as stated in Recital Paragraph A of this Lease. Tenant accepts the condition of the Premises as of the Effective Date, and has requested no modifications to any structures or improvements within the Premises prior to the Effective Date. In the event any accessibility modifications are required at the Premises as recited in this Section 42, Tenant shall make such improvements, at Tenant's expense.

Section 43. Counterparts and Signatures

This Lease may be executed in counterparts, the separate executed parts of which will be taken as one whole. Electronically scanned and/or facsimile signatures, including, without limitation, those procured by DocuSign or similar service, shall be deemed to constitute originals and enforceable to the same extent as original signatures.

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IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LANDLORD:

DocuSigned by:
[redacted]
19E8AA1D26E465414...
John R. Winzler, Trustee of the John R. Winzler Revocable Trust

DocuSigned by:
[redacted]
9E8AA1D26E465414...
John R. Winzler, Trustee of the Flora N. Winzler Marital Trust

DocuSigned by:
[redacted]
F6789176D1F943C...
Reed A. Kelly

TENANT:

REDWOOD COAST ENERGY AUTHORITY, a local government Joint Powers Agency

By: DocuSigned by:
[redacted]
71854927A198432...

Name: Matthew Marshall

Its: Executive Director

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.6

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Nancy Diamond, RCEA Legal Counsel Eileen Verbeck, Deputy Executive Director
Subject	Records Retention Policy Update

Background

The Board of Directors adopted RCEA's first Records Retention Policy in February 2017. The original policy established the process and schedule for records retention and destruction based on the California Secretary of State's Local Government Records Management Guidelines.

Summary

Staff propose revising both the RCEA Records Retention Policy and Retention Schedule to address the following:

- Required records retention periods for some document types have changed since 2017.
- A 2019 Community Choice Energy customer data privacy audit noted the need to reference CPUC Decision 12-08-045's customer covered information protections in the agency's Records Retention Policy.
- Records management best practices call for a description of what constitutes a "record," and the types of writings to which the policy and retention schedule apply.
- The revised descriptions in the records retention schedule attached to the policy as Exhibit A better correspond to administrative records used in the course of RCEA business.

Equity Impacts

Not applicable. The Records Retention Policy and schedule are general business administration documents.

Alignment with RCEA's Strategic Plan

Not applicable.

Financial Impact

None for Records Retention Policy update adoption. Records management duties fall within budgeted staff costs.

Staff Recommendation

Adopt Resolution 2026-2 Approving a Revised RCEA Records Retention Policy and Schedule.

Attachments

1. Resolution 2026-2 Approving a Revised Records Retention Policy and Schedule
2. Revised RCEA Records Retention Policy
3. Exhibit A: Revised Records Retention Schedule

RESOLUTION NO. 2026-2
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
ADOPTING UPDATES TO THE RECORDS RETENTION POLICY

WHEREAS, the Redwood Coast Energy Authority (RCEA) wishes to improve its records management practices through the revision of its records retention policy; and

WHEREAS, RCEA recognizes the value of maintaining a records retention policy to provide legal authority for the destruction of nonpermanent RCEA records when they are no longer needed and the permanent retention of RCEA records that have enduring value; and

WHEREAS, the Secretary of State of California has made available Local Government Records Management Guidelines, as a framework for adoption by California local governments with or without local exceptions; and

WHEREAS, the California Public Utility Commission's required customer privacy protections as defined in Decision 12-08-045, also serves as a framework for adoption by California Community Choice Aggregators; and

WHEREAS, updating of the Redwood Coast Energy Authority Records Retention Policy (hereinafter the "Policy") will benefit RCEA, its member agencies and clientele by providing current minimum retention periods for RCEA records; and

WHEREAS, certain updates and amendments to the Records Retention Policy are needed to address changes that have taken place and records management best practices that have been widely accepted since the Records Retention Policy was adopted in 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Redwood Coast Energy Authority hereby adopts an updated Redwood Coast Energy Authority Records Retention Policy as based on the framework provided, and as it may be subsequently revised and amended from time to time, as set forth in Appendix A, attached hereto and incorporated herein.

Adopted this 26th day of February, 2026.

ATTEST:

_____	_____
Michael Gerace, RCEA Board Chair	Lori Taketa, Board Clerk
Date: _____	Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2026-2 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 26th day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____

Clerk of the Board, Redwood Coast Energy Authority

APPENDIX A

REDWOOD COAST ENERGY AUTHORITY
UPDATED RECORDS RETENTION POLICY

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REDWOOD COAST ENERGY AUTHORITY
RECORDS RETENTION POLICY

1. Purpose

The purpose of this policy is to provide guidelines for retention and eventual disposition (archival transfer or destruction) of Redwood Coast Energy Authority (RCEA) records in a manner consistent with record management principles set forth by the California Secretary of State pursuant to California Government Code §12236 and other applicable state and federal laws and regulations.

2. Statement of Policy

Numerous state and federal provisions mandate minimum retention times for different types of public records. In addition, the California Secretary of State's *Local Government Records Management Guidelines* states that "Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal or legal value. When records no longer fulfill the value for which they were created, they should be destroyed." Accordingly, to satisfy statutory minimum retention requirements while maintaining effective records management, RCEA hereby adopts this policy and the records retention schedule provided in Exhibit A, attached hereto and incorporated herein ("Records Retention Schedule").

The Records Retention Schedule reflects applicable law and RCEA's records management needs to the greatest extent possible. Legal reference citations in the Schedule are intended as guidance reference to allow staff to make informed decisions about record management.

For purposes of this policy, a record is any writing or recording pertaining to RCEA's business, prepared, owned, used or retained by RCEA in the normal course of business, regardless of whether the writing is in paper, electronic, or other form.

3. Records Retention and Disposition

a. Retention

Except where otherwise provided in this policy or in state or federal law or regulation, RCEA shall retain all records in accordance with the time period specified in the Records Retention Schedule. If specific records are not listed in Exhibit A, RCEA shall follow the retention time period required under applicable law or regulation. If any retention period listed in the Records Retention Schedule changes due to amendments in law or regulation, RCEA will retain those records pursuant to the law as amended without the need for formal revision of the Records Retention Schedule. This schedule reflects RCEA's needs as best as possible.

Unless an original is required pursuant to this Policy, to a contract provision, or required by law, RCEA may destroy physical copies of records or duplicate electronic copies of records and keep an electronic copy as a permanent record, provided the retained electronic record

accurately and legibly reproduces the original thereof in all details and the electronic copy does not permit additions, deletions or changes to the original document images.

b. Disposition.

The Board Clerk is authorized to destroy identified records after expiration of the retention time period specified in the Records Retention Schedule only upon the written approval and signature of the Executive Director and RCEA General Counsel.

c. Exceptions.

Records shall be held longer than the time period specified in the Records Retention Policy under the following circumstances:

1) Records under a “legal hold” that are the subject of pending litigation, judicial proceeding, administrative proceeding, judicial or administrative subpoena or order, or records reasonably related thereto, shall be retained for the duration of the underlying proceeding or legal cause.

2) Transitory writings, the retention of which is not necessary for the discharge of an RCEA officer or employee’s official duties, may be disposed of when they have fulfilled the brief, limited purpose for which they were created, and are not subject to the retention periods attached. Such writings not retained in the ordinary course of business include preliminary drafts, notes, preliminary calculations, non-substantive follow-up communications or reminders, and ephemeral electronic communications such as texts and chats.

3) Program records created for or in conjunction with an RCEA project or program may be required to be retained for periods longer than listed in Exhibit A as specified in grant agreements or program-specific regulations. In the case that retention periods for program records are different than the schedule listed in Exhibit A, the program records will be retained for the period which is greatest.

4) Records may be retained longer than the retention period specified in the Records Retention Schedule due to the ongoing and justifiable need by RCEA staff in performance of job duties upon the written approval of the Executive Director.

This policy has been adopted by Resolution No. XXX of the Board of Directors of the Redwood Coast Energy Authority.

DRAFT

EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Accidents/Damage to Agency Property	Administration	Risk management administration	CCP 337.15	10 years
Accident/Illness Reports	Administration	Not a public record Employee Medical Records & Employee Exposure Records -- includes Material Safety Data Sheets (MSDS)	8 CCR 3204	Length of employment plus 30 years
Accounts Payable	Finance	Invoices, purchase requisitions, purchasing reviews, account postings with supporting documents	CCP 337	Until audited + 4 years
Accounts Receivable	Finance	Invoices, copies of checks, journals, account postings with supporting documents, customer billing records	26 CFR 31.6001-1(e)(2)	Until audited + 4 years
Agenda / Agenda Packets / Staff Reports	Administration			Current Year + 2 years
Audit Hearing or Review	Finance	Documentation created and or received in connection with an audit hearing or review		Permanent
Audit Reports	Finance	Audited Financial Statements, Independent auditor's reports; funder or grantee audit reports.		Permanent

Legal Reference Abbreviations

CCP	Code of Civil Procedure (California)	GC	Government Code (California)	PC	Penal Code (California)
CCR	California Code of Regulations	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code (California)
CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
LC	Labor Code (California)				

EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Bank Account Reconciliations	Finance	Bank statements, canceled checks, reconciliation reports	26 CFR 31.6001-1(e)(2)	Audit + 5 years
Bonds – Account Statements/Administration	Finance	Authorization/public hearing records/prospectus/proposals/ certificates/notices (transcripts)/ registers/statements.	CCP 337.5	Closed/Completed +10 years
Bonds – Paid/Cancelled	Finance	Paid or cancelled bonds; warrant certificates; interest coupons	GC 53921	Closed/Completed + 2 years
Brochures/ Publications	Administration			Supersede + 2 years
Budget, Annual	Finance	Annual operating budget approved by Legislative Body		Permanent
Cal-OSHA	Administration	Personnel-Logs, Supplementary Record, Annual Summary (Federal & State-Cal OSHA), Workplace Violent Incident Logs	LC 6410; 8 CCR 14307; OMB 1220-0029; 29 CFR 1904.4;	Closed + 5 years
Checks	Finance	Check stubs, ACH and Wire approval confirmations, canceled and voided checks	CCP 337	Until audited + 5 years
Claims, Damage	Administration	Paid/Denied	GC 25105.5	Closed + 5 years

Legal Reference Abbreviations

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Committee Applications - Appointed	Administration	Applications, resumes, additional application materials for appointed committee members		Termination + 7 years
Committee Applications – Unappointed	Administration	Applications, resumes, additional application materials of unappointed committee applicants		Recruitment Close + 4 years
Community Choice Energy – Customer Database Information	All	Customer lists, data reports, program data, account balances	CPUC Decision 12-08-045	Permanent – Excepting Personal identifiable information, which shall be retained for only so long as reasonably necessary or authorized per CPUC Decision 12-08-045.
Community Choice Energy – Customer Data Requests	All	Cost comparisons, bill analysis, usage history, billing history, including ad hoc requests		5 years
Complaints/Requests	Administration	Various files, not related to specific lawsuits involving the Agency and not otherwise specifically covered by the retention schedule.		Current Year + 2 years.
Contracts (excluding Capital Improvements)	Finance	Original contracts and agreements and back-up materials. Including certificates of insurance.	CCP 317, 318, 319, 337; CCP 337.2; B&P 7042.5	Terminated + 5 years

Legal Reference Abbreviations

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CFR	Code of Federal Regulations	IRS	Internal Revenue Service	USC	United States Code
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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Contracts (including Capital Improvements, infrastructure,)	Finance	Original contracts and agreements and back-up materials. Including certificates of insurance.		Permanent
Correspondence	Administration	General correspondence, including letters and e-mail; Various files, not otherwise specifically covered by the retention schedule.		Current Year + 2 years If not attached to agreement or project file
Deeds, Real Property, Easements	Finance	File with recorded documents; originals may not be destroyed.		Permanent
Deferred Compensation Reports	Finance	Records of employer and employee payroll contributions	29 CFR 1627.3; 26 CFR 16001-1	Terminated + 5 years
Deposits, Receipts	Finance	Copies of checks, deposit receipts	CCP 337	Until audited + 4 years
Economic Interest Statements - Form 700 (original, GC 87200 filers and Conflict of Interest Code filers)	Administration	GC 87200 and Conflict of Interest Code filer statements. After 2 years on file, originals may be scanned to an electronic format and originals discarded.	GC 81009(e), (g)	Leaving office + 7 years

Legal Reference Abbreviations

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Employee Files	Administration	Includes rate of pay, personnel data, release authorizations; certifications; reassignments; outside employment; commendations, disciplinary actions; terminations; evaluations-pre-employee medicals; (ID's) Payroll - wage rates, job classifications, unemployment claims, garnishments	GC 12946; 29 CFR 1627.3	Length of employment + 7 years If discrimination charges have been filed records must be kept until disposition of the charges
Employee, Medical Files	Administration	Includes medical records; exposure records, etc.	29 CFR 1910.1020; 8 CCR 3204	Length of employment + 30 years
Employee, Recruitment	Administration	Applications, resumes, alternate lists/logs, ethnicity disclosures, examination materials, examination answer sheets, job bulletins. Eligibility; electronic database, reference checks	GC 12946; 29 CFR 1602 et seq. 29 CFR 1607; 29 CFR 1627.3	Closed + 4 years If discrimination charges have been filed records must be kept until disposition of the charges
Employee, Reports	Administration	Employee statistics, benefit activity, liability loss		Current Year + 2 years

Legal Reference Abbreviations

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Employee Rights - General	Administration	May include arbitration, grievances, sexual harassment and Civil Rights, complaints, disciplinary actions.	GC 12946 29 CFR 1602.31	Length of employment + 4 years. If discrimination charges have been filed records must be kept until disposition of the charges.
Employment Eligibility Verification (I-9 Forms)	Administration	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986	8 USC 1324a (b)(3) Pub. Law 99-603	Length of employment + 1 year or 3 years after hire whichever is longer
Employment - Surveys and Studies	Administration	Includes classification, wage rates	GC 12946; 29 CFR 516.6	Current year + 4 years
Employment - Training Records, Non-Safety	Administration	Volunteer program training - class training materials, internships. Paperwork documenting internal and external training	GC 12946	Length of employment + 7 years
Employment - Vehicle Mileage Reimbursement Rates	Administration	Annual mileage reimbursement rates		Superseded + 2 years

Legal Reference Abbreviations

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Federal and State Tax Records	Finance	Payroll tax remittance receipts, quarterly tax returns and Forms 1096, 1099, W-4, W-2, DE 1, DE 4, DE 9, CDTFA-501-EU/EC, etc.	29 USC 436;26 CFR 31.6001.1-4; 26 CFR 31.6001-1(e); 29 CFR 516.5-516.6 R&TC 19530	Audited + 4 years after file date
Fixed Assets Inventory	Finance	Document or worksheet that includes purchase date, description, and cost	26 CFR 301 65-1(E)	Until audited + 4 years
Fixed Assets Surplus Property	Finance	Auction advertisements; disposal receipts and backup documents such as sealed bid sales of equipment and estimated values. Sold vehicle titles, maintenance receipts, warranty.	GC 25653	Until audited + 4 years
Grants	Finance	Grant applications, contracts, invoices, project reports.	24 CFR 570.502 24 CFR 85.42	Until completed + 5 years Unless otherwise specified by the grantor
Hazardous Materials - Hazardous Waste Disposal	Administration	Documents regarding handling and disposal of hazardous waste. [Permanent retention of environmentally sensitive materials is recommended]	CAL OSHA	Current + 10 years

Legal Reference Abbreviations

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	**Category**	**Description or Example of Record**	**Legal Reference**	**Minimum Retention Period**
Hazardous Materials - Permits, Hazardous Materials Storage	Infrastructure	[Permanent retention of environmentally sensitive materials is recommended.]		Current + 2 years
Information Services – Inventory Information Systems	Administration	Hardware/Software Inventory logs; systems manuals and network configuration maps and plans		Superseded + 2 years
Information Services – Program Files and Directories	Administration	Backups		Annual – Current year + 2 years Monthly – Current Year + 1 year Daily and Weekly– Current year + 6 months
Joint Powers Agreement	Administration	Joint Powers Agreement, agency formation documents.		Permanent
Lawsuits/Small Claims	Administration	Case files		Until settled or adjudicated + 5 years
Legal Advertising	Administration	Legal notices for public hearings, publication of ordinances, public projects bids documents, etc.	CCP 343, 349 et seq.	Current Year + 4 years

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	**Category**	**Description or Example of Record**	**Legal Reference**	**Minimum Retention Period**
Maintenance/Repair Records	Administration	Equipment Repair Records, Equipment Service and Maintenance Manuals		Current year + 2 years
Minutes	Administration	Minutes of Board meetings.		Permanent
Non-Disclosure Agreements	Administration/Finance	NDA with vendor		Permanent
Ordinance	Administration			Permanent
Payroll Deduction/Authorizations	Administration	Legal notices, 457(b) forms	29 CFR 516.5-516.6	Audit + 7 years
Payroll summary	Administration	Labor costs by employee	29 CFR 516.5(a)	Audit + 4 years
Payroll, timecards/sheets	Administration	Signed by Employee	29 CFR 516.2	Audit + 7 years
Personnel Rules and Regulations	Administration	Including employee handbook		Superseded + 2 years
Petitions, documents and other materials	Administration	Submitted to legislative bodies		Date submitted + 2 years

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	Category	Description or Example of Record	Legal Reference	Minimum Retention Period
Policies, Administrative	Administration	All policies and procedures, directives rendered by the Agency not assigned a resolution number		Superseded + 2 years.
Policy, Board/Proclamations	Administration	Policies, directives rendered by Board of Directors not assigned a resolution or ordinance number		Superseded + 2 years
Press Releases	Administration	Related to Agency actions/activities.		Current Year + 2 years
Public Records Request	Administration	Requests from the public to inspect or copy public documents		Completed + 2 years
Purchasing Bids, RFQ's, RFP's	Finance	Requests for Qualifications; Requests for Proposals regarding goods and services	CCP 337	Successful - Audit + 5 years Unsuccessful - Current year + 2 years
RCEA Insurance, Liability/Property	Administration	May include liability, property, Certificates of Participation		Permanent
RCEA Insurance, Risk Management Reports	Administration	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies	29 CFR 1904.44; OMB 1220-0029	Current + 5 years (Federal)

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	**Category**	**Description or Example of Record**	**Legal Reference**	**Minimum Retention Period**
Real Property Acquisition/ Disposition	Administration	Supporting documents regarding RCEA selling or leasing real property		Sale Date + 10 years or Lease Termination Date + 10 years
Real Property Descriptions	Administration	Final reports, studies, plans, designs, as-builts, appraisals, engineering and environmental reports, etc. made at RCEA's direction for real property owned by RCEA		Permanent
Real Property Investigations	Administration	Reports and studies made at RCEA's direction for investigations of real property not owned by RCEA, for example, appraisals, engineering and environmental analyses or reports, etc.		Completed + 2 years
Recordings – audio/video	Administration	When used for minute preparation		Current year + 3 months
Recordings - routine video monitoring	Administration	Routine video monitoring including building security systems	GC 26202.6	1 year
Recordings - telephone, and radio communications	Administration	Routine daily taping/recording of telephone communications	GC 26202.6	100 days

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EXHIBIT "A"
RECORDS RETENTION SCHEDULE
REDWOOD COAST ENERGY AUTHORITY

Type of Record	**Category**	**Description or Example of Record**	**Legal Reference**	**Minimum Retention Period**
Records Management Disposition Certification	Administration	Documentation of final disposition of records		Permanent
Records Retention Schedules	Administration		CCP 343	Superseded + 4 years
Resolutions	Administration	Vital records - originals may never be destroyed. Image immediately.		Permanent
Workers Compensation Files	Administration	Work-injury claims (including denied claims); claim files, reports, etc.	CCR 14311; 15400.2; CA Labor Code 110-139.6	Permanent

Legal Reference Abbreviations

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REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.7

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Kristy Siino, Human Resources Manager Eileen Verbeck, Deputy Executive Director
Subject	Racial Justice Plan Progress Update

Background

In June 2020, amid the resurgence of national and global discussion on racial justice, the RCEA Board of Directors adopted a resolution on racial justice. At that time, an ad hoc board subcommittee was assembled to work with staff to address the commitments with the resolution. In October 2022, the Board adopted a Racial Justice Plan.[1] This report is to update the Board and public on progress made in the last year in implementing the Racial Justice Plan.

Summary

Internal Operations

1. **Equity actions in job descriptions, staff work plans, and regular staff trainings**:
   a) RCEA collaborated with Jessica Pettit in early 2025 to facilitate an in-person, 1-day, all-staff training.

   b) All current job descriptions were updated to include equity action items, and all new job descriptions include these items.

   c) HR staff continue to actively explore facilitator options for all-staff training events.
2. **Diversity, equity and inclusion in hiring and promotion:**
   a) All staff participating in RCEA hiring committees receive training on implicit bias. The training includes how to overcome unconscious bias when interviewing and hiring.

[1] RCEA's Racial Justice Plan
https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Racial-Justice-Plan.pdf

b) HR Staff met with multiple departments at CalPoly Humboldt, the Northern California Indian Development Council, and the California Training Panel to create connections for future employment partnerships.

c) RCEA continues to utilize blind recruitment and application screening.

d) All employment candidates are presented with at least one interview question about diversity, equity, and inclusion.

As a California government agency, RCEA is restricted by Proposition 209 regarding affirmative action in hiring or contracting, and cannot explicitly favor any groups based on race, sex, color, ethnicity, or national origin above another. In 2020, Proposition 16, which would have repealed the ban on affirmative action, was defeated. This prohibition constrains the options that RCEA has to promote policies to benefit historically underrepresented groups.

External Partnerships and Programs

1. **Tribal Engagement**:

a) After welcoming the Yurok Tribe and the Blue Lake Rancheria on the Board of Directors. Staff have continued discussions with other local Tribes interested in joining the RCEA Board.

b) RCEA leadership has contacted the Tribal Chairmen's Association to gauge interest in enhanced participation with RCEA.

c) RCEA partnered with four Tribal Nations (Blue Lake Rancheria, Karuk, Hoopa, and Yurok) and Schatz Energy Research Center on the Tribal Energy Resilience and Sovereignty project. The TERAS project aims to increase reliability and resiliency for the Tribal Nations by developing microgrids. The project serves vulnerable and historically under-resourced populations, in a fire-prone region, while simultaneously pushing microgrid innovation and tribal energy sovereignty. Although federal funding for TERAS has been paused, RCEA continues to engage with the project partners to identify a path forward for the project.

d) RCEA continued participation in the Redwood Region Climate and Community Resilience Hub (CORE Hub) to help transition our region's built and natural systems to become both decarbonized and resilient to help solve the climate emergency. Now hosted and led by the Humboldt Area Foundation, one of CORE Hub's central objectives is to prioritize equity, ensuring benefits accrue to underrepresented, historically and currently marginalized communities first and to the greatest extent.

e) RCEA has met with Wiyot Tribe staff and leadership to collaborate on Microgrid and community energy planning.

2. **Diversity, equity and inclusion in program selection design and implementation**:

a) After conducting community outreach to understand how other organizations are supporting inclusion in program development, staff was advised that RCEA needs to understand the

demographics of who RCEA's programs have been serving so that we can determine who has been left out. Staff implemented a demographics surveys of program recipients including a pilot survey for net energy metering customers who receive an annual payout for their excess electricity generation. The response to the demographic surveys was very limited. Staff ended the survey early due to lack of response.

b) Staff have tabled at multiple DHHS events, including in Tribal Communities to let residents know about our services and how to access them as well as distribute no-cost energy efficiency kits.

c) RCEA administers the Northern Rural Energy Network (NREN) across 17 Counties in Northern California and implement services in Humboldt County. Staff have designed the Residential Equity Program (Efficiency Kits, Energy Assessments, Education) under NREN to target residential customers that have typically not been reached by energy efficiency programs including disadvantaged, underserved, tribal members, low-income residents, and others meeting the CPUC definition of Hard-to-Reach (HTR). Staff designed the Residential Equity program with a target of 70% of served customers qualifying as HTR.

d) Staff have designed the Residential Whole House Program (Rebates) under NREN to target disadvantaged, underserved, tribal members, low-income residents, and others meeting the CPUC definition of Hard-to-Reach (HTR).

e) Staff are collecting demographic information for participation in NREN programs to determine disadvantaged, underserved, tribal membership, and other HTR qualifications. Staff are reviewing collected demographic data to inform program design and outreach with the intention of increasing participation by these targeted customers.

f) The CPUC *Environmental & Social Justice Action Plan* https://www.cpuc.ca.gov/news-and-updates/newsroom/environmental-and-social-justice-action-plan is being used as a resource for the design of NREN programs.

3. **Energy Justice in power procurement and energy resource development**:

a) RCEA strives to increase the diversity of suppliers with whom RCEA contracts and from whom RCEA makes purchases, per the requirements of the CPUC's Supplier Diversity program and the Board adopted Racial Justice Plan. Annually, RCEA submits tracking information on progress and strategies to increase supplier diversity in the forthcoming year. Also, the following supplier diversity language is included in all RCEA's power solicitations:

> SUPPLIER DIVERSITY AND LABOR PRACTICES
> *Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, RCEA collects information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or*

periodically at later dates as specified by RCEA. Respondents that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program http://www.thesupplierclearinghouse.com/. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

b) The following prompts to which developers are required to respond are included in RCEA's power solicitations. The answers to these are evaluated in the context of the 'Location & Community Benefit' scoring criterion, which represents a portion of possible points an offer can receive, usually 10%. Some of the questions are not directly related to racial justice but could be if the project is located within or otherwise benefits a disadvantaged or underserved community.

   i. Describe any societal, health, economic, water saving, or environmental benefits the project provides the community in which it is located beyond the climate benefits of renewable energy, including benefits to disadvantaged or underserved groups.
   ii. Describe any community benefit agreements that you have or will enter into committing the project to providing the benefits listed above.
   iii. Have you conducted outreach to the communities around the project location? If yes or outreach is planned in the future, please describe the outreach effort, including methods, languages in which materials have been made available, nature and volume of community response, and any changes to the project that have been made in response to community concerns.

c) RCEA completes a survey each year tracking the number of women, minority, and disabled veteran employees and consultants that contribute to RCEA's Renewable Portfolio Standard procurement and reports the results to the CPUC, which aggregates the information from all power providers to track the equity metrics associated with California's RPS Program.

4. Collaboration with CalCCA Environmental Justice and Equity Committee, and other external equity organizations:

a) Staff have continued participation in the CalCCA Environmental Justice and Equity Committee, which is a forum for CCAs to learn from each other and share best practices on equity work and programming.

b) In addition to the CalCCA Equity Committee, RCEA is a member of the Equity Metrics Working Group of the California Energy Efficiency Coordinating Committee (CAEECC). CAEECC is a forum for stakeholders to discuss energy efficiency matters under the purview of the CPUC. The purpose of the working group is to identify and define metrics to track progress of CPUC-authorized programs that provide energy efficiency services to hard-to-reach or underserved customers and disadvantaged communities to further environmental and social justice. Specific equity and community engagement indicators and metrics have been adopted into tracking and design of Public Purpose Program (PPP) energy efficiency programs as a result.

c) RCEA staff presented at the 2025 CalREN Forum titled *Equitable Electrification in Action.*

Alignment with RCEA's Strategic Plan

Goal 1.4.8 – Develop Programs that Foster Social Equity.

Financial Impact

Budgeted staff costs

Staff Recommendation

Accept RCEA Racial Justice Plan progress report.

Attachments

None.

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REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.8

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Lori Taketa, Clerk of the Board
Subject	Community Advisory Committee At-Large Member Appointments

Background

RCEA's Board established the Community Advisory Committee (CAC) to support RCEA public engagement efforts and provide decision-making support and input. CAC members helped educate Humboldt County residents about community choice aggregation and gathered community input during the Community Choice Energy (CCE) program's launch period. Staff routinely ask the CAC for input on issues such as energy efficiency kit contents and potential uses for the Sandrini Battery Storage Project's Community Benefits Fund.

CAC applicants and appointed members must commit to supporting RCEA's mission and to align their advice with the long-term success of the agency. The CAC is a Brown Act, California open meeting law compliant body. CAC members are subject to all applicable conflict of interest laws. Appointees must complete a Fair Political Practices Commission Statement of Economic Interest, a public document disclosing the member's personal financial interests.

Each Board Director may nominate a CAC member to serve a 2-year term. The County may nominate up to three CAC members. Two at-large seats are filled through an open application process every two years. Current at-large incumbents Colin Fiske and Pliny McCovey decided to end their CAC service at the end of this 2-year term.

Summary

Vice Chair Sarah Schaefer and Director Scott Bauer serve as Board liaison and alternate liaison to the CAC. Both volunteered to serve on an ad-hoc at-large application review committee and read through the application submitted by the February 13 deadline.

Carol Schmitt was the sole applicant for the two at-large CAC vacancies. Ms. Schmitt was employed by the California Energy Commission supervising a team that successfully applied for $290 million in federal grants and launched the HEEHRA home electrification and appliance rebates program. She has over 25 years of experience in clean energy workforce development and building and grid decarbonization market development. Ms. Schmitt stated that she "would like to achieve more grid resiliency for all communities along the North Coast, expand community microgrids, support gas decommissioning, and deploy offshore wind faster."

Should Carol Schmitt be appointed to fill an at-large seat on the CAC, five committee vacancies will remain.

Equity Impacts

CAC members have opportunities to further RCEA goals that benefit underserved population segments; promote racially-diverse inclusion in energy infrastructure or policy decision making; access to energy, energy efficiency services and freedom from pollution. Staff recommend considering these goals as well as Committee member diversity and inclusion when appointing members to fill these vacancies.

Alignment with RCEA's Strategic Plan

The CAC's work supports RCEA's public engagement efforts and provides decision-making support and input to the Board for the implementation of the agency's strategic plan goals.

Financial Impact

CAC member appointments do not affect the adopted RCEA budget.

Staff Recommendation

Appoint Carol Schmitt to a Community Advisory Committee at-large seat for a two-year term ending on March 31, 2028.

Attachments

None.

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.9

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Elizabeth Burks, Executive Director
Subject	Notice of Humboldt Bay Municipal Water District's Withdrawal from the Redwood Coast Energy Authority Joint Powers Agreement

Summary

As reported to the Board last month, the Board of Directors of the Humboldt Bay Municipal Water District voted to withdraw from the Redwood Coast Energy Authority Joint Powers Agreement (JPA) by a unanimous vote at its January 8, 2026, meeting. Section 5.6 Withdrawal of RCEA's JPA states:

> *Members may withdraw at any time by providing written notice from the governing body of such Member to the Board; provided, that no Member may withdraw if withdrawal would adversely affect a bond or other indebtedness issued by the RCEA, except upon a two-thirds (2/3) vote of the full Board. Withdrawal shall be effective upon receipt by the Board of said notice or upon said vote of the Board if required.*

RCEA has not issued a bond or other debt instrument, therefore a vote of RCEA's Board is not required to finalize HBMWD's withdrawal. A certified copy of the January Water District meeting minutes, reflecting HBMWD Board motion #26-006 approving the Water District's withdrawal from RCEA, was received at RCEA offices on February 17, 2026.

Background

The Humboldt Bay Municipal Water District joined the Redwood Coast Energy Authority in 2007, due to the strong water-energy nexus in regional issues as well as HBMWD's role as a local power generator with its Ruth Lake hydroelectric facility.

The Water District is refocusing efforts on its core operations and mission and decided to withdraw from both RCEA and Redwood Region Economic Development Commission membership last month. While RCEA and RREDC participation promote engagement and collaboration on general business development and broader economic issues, the HBMWD Board decided that participation in these JPAs did not fully align with engaging in industry related activities that are directly related to the purposes and operations of a water utility.

Equity Impacts

None. The Water District's withdrawal from the RCEA JPA does not affect HBMWD customers' ability to benefit from RCEA customer programs. The Water District's customers continue to be represented in RCEA decision making by Board members of other Humboldt County jurisdictions.

Alignment with RCEA's Strategic Plan

The Water District's withdrawal from RCEA membership will not negatively impact the agencies' ability to work together on RCEA's regional planning and coordination, distributed energy resources development, energy consumption reduction, and renewable energy generation and grid resilience goals.

Financial Impact

HBMWD withdrawal from the RCEA Joint Powers Agreement does not affect RCEA's annual budget.

Staff Recommendation

Receive Humboldt Bay Municipal Water District's notice of withdrawal from the Redwood Coast Energy Authority Joint Powers Agreement.

Attachments

1. Certified minutes of January 8, 2026, regular meeting of the Humboldt Bay Municipal Water District Board of Directors

Humboldt Bay Municipal Water District 828 7th Street, Eureka

Minutes of the Regular Meeting of the Board of Directors

January 08, 2026

1:00 p.m.

1.1 **ROLL CALL**

President Fuller called the meeting to order at 1:00 p.m. Roll call was conducted. Directors Fuller, Stevens, Wheeler, and Woo were present. General Manager Michiko Mares, Director of Maintenance and Operations Dale Davidsen, Director of Finance and Human Resources Chris Harris, and Board Secretary Contessa Dickson were present. Director Rupp was absent. Darcey Quinn, Accounting Specialist, attended a portion of the meeting.

1.2 PLEDGE OF ALLEGIANCE

President Fuller led the pledge of allegiance.

1.3 ACCEPT AGENDA

ACTION: Motion #26-001 to accept Agenda
Maker: Director Fuller
Second: Director Wheeler
Vote: 4-0 to approve

2. PUBLIC COMMENT

No public comment.

3. CONSENT CALENDAR

ACTION: Motion #26-002 to approve Consent Calendar less item 3.1.
Maker: Director Wheeler
Second: Director Woo
Vote: 4-0 to approve
Ms. Mares pulled item 3.1 due to an edit.

~~3.1 Approve the Draft Minutes of the Regular Board Meeting of December 11, 2025~~
3.2 Approve Memorandum of Understanding with Wiyot Tribe Regarding the Samoa Peninsula Waterline Right-of-Way
3.3 Approve Calendar Year 2026 Board Calendar

4. PRESENTATIONS

None.

5. DISCUSSION AND ACTION:

5.1 Informational Memo Concerning the Former McNamara and Peepe Mill Site

Non-Action Item

-Director Woo recused herself due to a conflict of interest.

Ms. Mares reported on recent activities, including recent actions by the NCRWQCB, continued stormwater and groundwater sampling, and the assignment of a new DTSC project manager. No new DTSC documents have been provided since the September 2025 Board meeting.

5.2 Approve Resolution 2026-01 to approve the Humboldt County Local Hazard Mitigation Plan (LHMP)
ACTION: Motion #26-003 to approve Resolution 2026-01 to Approve the Humboldt County LHMP.
Maker: Director Wheeler
Second: Director Woo
Vote: 4-0 to approve by roll call vote

- Director Wheeler: Aye
- Director Woo: Aye
- Director Fuller: Aye
- Director Stevens: Aye

(4 ayes, 0 no, 0 abstention)

Ms. Mares presented an overview of Resolution 2026-01 affirming adoption of the Humboldt County Multi-Jurisdiction Hazard Mitigation Plan 2025 Update and compliance with Assembly Bill 2140.

5.3 Approve Updated Board of Directors Payment Schedule
ACTION: Motion #26-004 to approve Updated Board of Directors Payment Schedule, option 1.
Maker: Director Woo
Second: Director Stevens
Vote: 4-0 to approve
Darcey Quinn, Accounting Specialist, attended to present this item. Ms. Quinn presented an overview of the proposed update to the Board of Directors payment schedule to establish a standardized compensation period. Following discussion, the Board selected Option 1, approving payment on the 20th of each month to cover the full prior calendar month.

5.4 Approve Withdrawing from FEMA Grant DR-4407 – Collector Mainline Redundancy Project
ACTION: Motion #26-005 to Approval Withdrawal from FEMA Grant DR-4407.
Maker: Director Stevens
Second: Director Wheeler
Vote: 4-0 to approve
Mr. Harris presented an overview of the FEMA DR-4407 Collector Mainline Redundancy Project and the recommendation to withdraw due to unresolved scope, funding, and schedule constraints. Following discussion, the Board approved authorizing the General Manager to formally notify CalOES and FEMA of the District's intent to withdraw from the grant. Director Fuller asked clarifying questions which were addressed by staff.

5.5 Approve Terminating District Participation on the Redwood Coast Energy Authority (RCEA) and Redwood Region Economic Development Commission (RRDEC) Boards

ACTION: Motion #26-006 to approve the termination of participation on the RCEA Board effective March 1, 2026. RRDEC effective immediately.

Maker: Director Wheeler

Second: Director Stevens

- Director Wheeler: Aye
- Director Woo: Aye
- Director Fuller: Aye
- Director Stevens: Aye

(4 ayes, 0 no, 0 abstention)

Vote: 4-0 to approve

The Board discussed scaling back participation in external organizations not directly relevant to District business to focus on District priorities. Director Woo stated she had spoken with other RCEA Board members, she currently serves on a committee and could step down. Director Woo expressed her intent to attend the January meeting to explain the departure. Director Stevens commented on the withdrawal and stated she was comfortable not moving forward with participation on the RRDEC Board.

5.6 Approve the December Financial Statement & Vendor Detail Report

ACTION: Motion #26-007 to approve the December Financial Statement & Vendor Detail Report in the amount of $785,069.31

Maker: Director Wheeler

Second: Director Woo

Vote: 4-0 to approve

Ms. Harris presented the November financial statement, reporting a general account balance of $1.4 million, investments totaling $906 thousand, $5.8 million in advance charges, and $4.4 million in general reserves.

5.7 Approve Consent Calendar Item 3.1 - the Draft Minutes of the Regular Board Meeting of December 11, 2025, with Edit

Maker: Director Stevens

Second: Director Wheeler

Vote: 4-0 to approve

Approve the December minutes with an edit to page 10 adding the Board Policy Committee.

6. Reports:

6.1 Staff Reports:

a. Operations Report

Non-Action Item

Mr. Davidsen presented the December Operations Report, noting that staff held their annual Safety Day, which included training in traffic control, workplace ergonomics, asbestos and silica awareness, trench and excavation safety, and rigging safety. Staff also reported that Cody Emmons was hired as an Electrician & Instrumentation Technician I, with a start date of December 16.

b. Management Report

Non-Action Item

Ms. Mares presented the General Manager's Report, providing updates on regulatory compliance, permitting, and reporting activities. Staff reported continued coordination with FERC and the Division of Safety of Dams on the R.W. Matthews Dam Seismic Stability Project, completion of required regulatory reports, and ongoing work related to infrastructure reliability and emergency preparedness. Updates were also provided on community engagement efforts, capital improvement planning, organizational development, and strategic planning initiatives.

6.2 Active Committee Reports

a. Former McNamara and Peepe Mill Site Cleanup

The committee (directors Fuller and Rupp) met on January 6.

b. Instream Flow Dedication

The Instream Flow Dedication Committee (Directors Fuller and Stevens) met on December 10 and 17; Director Stevens was unable to attend the December 17th meeting.

c. Annual Audit

The Annual Audit Committee (Directors Stevens and Rupp) did not meet.

6.3 Director Reports

a. Director Wheeler:

No update.

b. Vice President Woo:

Thanked staff for their representation during recent emergencies. Reported meeting with Hilary Straus, facilitator for the upcoming Strategic Planning Initiative, and commented that the discussion was productive and positive.

c. Director Stevens:

Director Stevens wished everyone a Happy New Year and welcomed new employee Cody Emmons to the District.

d. President Fuller:

No update.

6.4. Organizations on which HBMWD Serves

a. Association of CA Water Agencies (ACWA)

Non-Action Item

Director Rupp was absent; therefore, no updates were reported.

b. Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)

Non-Action Item

Director Rupp was absent; therefore, no updates were reported.

c. Redwood Coast Energy Authority (RCEA)

Non-Action Item

RCEA did not meet due to lack of a quorum.

d. Redwood Region Economic Development Commission (RREDC)

Non-Action Item

RREDC did not meet due to lack of a quorum.

Discussion of Future Agenda Items

- Information Management System

  Non-Action Item

  Ms. Mares reported that Ms. Harris has been spending significant time reviewing and organizing information stored in the District vault and files, including locating original construction photographs for several District facilities. Ms. Mares thanked Ms. Harris for her hard work.

- Cyber Security Policy

  Non-Action Item

  No update.

- Artificial Intelligence Policy

  Non-Action Item

  Staff reported that this item falls under policy updates and noted the challenges associated with how artificial intelligence is being used and shared. Work on this item is ongoing at a higher policy level.

The Board recessed from Open Session at 2:00 p.m.

1. The Board reconvened open session at 2:30 p.m.

2. Public Comment:

Public comment was opened and received. Dan Free with National Marine Fisheries Service (NMFS) commented that he is looking forward to working with Ms. Mares and noted that communication has improved significantly since her hire. He stated that the HCP (Habitat Conservation Plan) is not necessarily beneficial to fish and expressed that Water Code section 1707 may not be the appropriate vehicle at this time, while indicating a willingness to explore other opportunities. Directors Woo and Fuller asked clarifying questions.

3. Announcement of Closed Session Agenda: Time Set - (2:30 PM)

3.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

3.1.a. (Paragraph (1) of subdivision (d) of Section 54956.9)

3.1.b. Name of case: Petitions for Change and Instream Flow Dedication for Permits 11714 (Application 16454) and 11715 (Application 17291)

The Board entered closed session at 2:40 pm and returned to open session at 4:02 p.m. President Fuller announced there was no reportable action.

ADJOURNMENT

The meeting adjourned at 4:02 p.m.

Attest:

Michelle Fuller, Board President

Contessa Dickson, Board Secretary

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 6.10

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Patricia Terry, Senior Portfolio Manger Lexie Perez, Senior Contracts and Grants Manager
Subject	Updates to NREN Memorandum of Agreement

Background

In November 2024, the Board approved RCEA entering into a Memorandum of Agreement (MOA) with the Northern Rural Energy Network (NREN) partners – Sierra Business Council, Lake Area Planning Council and Mendocino Council of Governments (collectively, "Governing Partners") – which outlines a governance structure for NREN and tasks the Governing Partners with the development and approval of NREN's annual strategy and portfolio plan and portfolio-level budget. The Governing Partners, including RCEA's Executive Director on behalf of RCEA, have the authority to make changes to the Bylaws as deemed necessary, but any material changes to the MOA are approved by RCEA's Board of Directors as the NREN Lead Administrator.

NREN's administrative consultant, Frontier Energy, with their subcontractor, Blue Point Planning, have participated in recent annual strategy and portfolio planning and advised clarifying and better defining the roles included in the Bylaws and MOA. Based on their guidance, staff drafted the following revisions to the MOA:

- Change terminology from "RuralREN North" to either "Northern Rural Energy Network" or "NREN."
- Refinements to the definition of the Lead Administrator.
- Change terminology from "Implementing Agencies" to "Program Teams."
- Change of RCEA signatory to Elizabeth Burks, Executive Director.

Summary

The Governing Partners have reviewed and approved the suggested revisions to the NREN Bylaws and NREN MOA. RCEA staff recommend the Board approve the updates to the MOA.

Equity Impacts

RENs in general, and the NREN in particular, are designed to reach customers that otherwise are not being reached by existing ratepayer-funded programs. The NREN residential needs assessment will ensure that hard-to-reach, disinvested, disadvantaged, and underserved rural residential customers

receive the support they need from NREN's energy programs and are empowered to better manage their energy use and cost through increased awareness, support resources, a trained workforce and access to financing to improve their homes and businesses.

Approval of the MOA helps to further refine NREN's governance and operations which allow for streamlining of NREN's activities to achieve its equity goals.

Alignment with RCEA's Strategic Plan

NREN's purpose and primary functions contribute to the strategic goals in Chapter 2 of RCEA's strategic plan, particularly section 2.2, Energy Efficiency and Conservation. NREN's Equity, Resource Acquisition, and Market Support programs are designed to meet the following goals:

2.2.1 Maximize the Efficiency of Buildings

2.2.2 Support Electrification

2.2.3 Increase Equipment Efficiency through Market Transformation

Approval of the MOA helps to further refine NREN's governance and operations which allow for streamlining of NREN's activities to achieve RCEA's strategic goals as outlined in the REpower plan.

Financial Impact

Any adjustments to RCEA staff resourcing resulting from the planned implementation of the revised Lead Administrator role will be reflected in the annual NREN budgets. Corresponding adjustments will be reflected in RCEA's future fiscal year budget.

Staff Recommendation

Approve the Amended and Restated Memorandum of Agreement between Lake Area Planning Council, the Mendocino Council of Governments, the Redwood Coast Energy Authority, and Sierra Business Council for the Northern California Rural Regional Energy Network and authorize the Executive Director to execute the Agreement, Attachment 1.

Attachments

1. Amended and Restated NREN Memorandum of Agreement

AMENDED AND RESTATED 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 NORTHERN CALIFORNIA RURAL REGIONAL ENERGY NETWORK

This *Amended and Restated 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 Northern California Rural Regional Energy Network* ("MOA") is entered into and made effective as of _____, 2026 ("Effective Date") by and among the following parties (each referred to separately herein as a "NREN Partner," or "Partner" and collectively as the "NREN 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 NREN.

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 NREN.

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 NREN.

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 NREN.

BACKGROUND RECITALS AND SHARED GOALS

A. The California Public Utilities Commission ("CPUC") issued Decision D.24-09-031, effective September 26, 2024, that approved the Northern California Rural Regional Energy Network ("Northern Rural Energy Network" or "NREN") 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 NREN region. These funds will be used for the coordination of regional energy efficiency programs and strategy; and increase awareness of and access to conservation, efficiency, and renewable opportunities within the NREN region.

B. The Partners' primary role in regard to NREN is to cooperatively develop, administer, and successfully implement the Energy Efficiency Portfolio programs as defined in the Approved Decision and the Revised Business Plan approved by the CPUC on June 12, 2025, through Resolution E-5400. Additionally, the Partners seek to jointly prepare and submit, on behalf of the Partners and NREN, applications to the CPUC for future NREN funding and other potential opportunities for sustainability and energy efficiency activities.

C. The Approved Decision designates RCEA as the lead program administrator for NREN. In this capacity, RCEA, on behalf of the Partners, will coordinate planning activities for NREN, 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 NREN energy efficiency programs to the residential, commercial, and public sector and local workforce in the NREN 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 NREN 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 NREN program activities and administration.

NOW, THEREFORE, in consideration of the mutual covenants and conditions recited herein and made a material part hereof, the Partners amend and restate the Memorandum of Agreement executed on December 12, 2024, as follows:

1. **The Bylaws**. The Partners shall adopt bylaws to establish the governing structure and operational rules for NREN (the "Bylaws"). The Bylaws are intended to go into effect concurrently with the

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

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. NREN shall be governed by a committee comprised of one staff representative from each of the Partners (the "NREN Governing Partners" or "Governing Partners"). The NREN 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 agendized 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 NREN. 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 NREN 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. Defined. The NREN Lead Administrator will be a Partner who is also public agency acting as

the administrative and regulatory responsible party to the CPUC for the administration of NREN. The roles and responsibilities of the NREN Lead Administrator will be performed by the Administrative Lead and Portfolio Lead as defined in the Bylaws.

b. Designated. RCEA shall serve as the Lead Administrator for NREN, 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.

c. General Responsibilities. The Lead Administrator shall act as the fiscal lead, purchasing and contracting manager, and primary regulatory contact for NREN. RCEA's Executive Director shall have the authority to take actions and execute agreements on behalf of RCEA as the NREN 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 NREN 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 NREN Portfolio implementation and enterprise-level business administration. The Lead Administrator shall have sole authority to contract with vendors and consultants on NREN's behalf.

    vi. Execute contracts and submit invoices to CPUC-assigned fiscal agent (PG&E) for release of NREN funds.

    vii. Contract for and supervise legal, regulatory, and legislative representation of NREN.

    viii. Develop NREN'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.

d. Additional Duties. RCEA shall be responsible for additional specific duties as described in the Bylaws.

e. CPUC Compliance. The NREN 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. **Program Teams**. NREN programs will be implemented by Program Teams made up of NREN Partner staff and other 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 Program Teams and 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**. NREN program activities are those set forth in the Approved Decision and Revised Business Plan.

   The Partners shall work cooperatively to implement NREN 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 NREN program activities and other duties hereunder.

6. **Budget**. The Approved Decision sets forth the annual NREN Program budget, by year, the maximum expenditure under this MOA for NREN 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 NREN program activities. All reimbursements are subject to receipt of sufficient funds from the CPUC and/or Fiscal Agent.

7. **NREN Advisory Committees.** The Governing Partners may establish such advisory committees as deemed appropriate to assist the Governing Partners in its implementation of NREN. 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 NREN 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 NREN not fulfilled by the removed Partner may be used by RCEA, in its sole discretion, to carry out program activities for the NREN 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 NREN not fulfilled by the withdrawing Partner may be used by RCEA, in its reasonable discretion, to carry out program activities for the NREN 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 NREN 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 NREN 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 NREN, 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
Elizabeth Burks
Executive Director
633 3rd Street, Eureka, CA 95501
(707) 269-1700
bburks@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 Amended and Restated Memorandum of Agreement on the date below, to be effective on the Effective Date stated above.

(Signatures on following page)

Redwood Coast Energy Authority

Signature:_____ Date: _____
Elizabeth Burks, 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

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 8.1

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Richard Engel, director of power resources
Subject	Sandrini Battery Storage Community Benefits Fund

Staff seek guidance from the Board on how best to use or invest community benefits funds being provided by an energy project developer per terms of their contract with RCEA.

Background

Public entities, including community choice aggregators (CCAs), sometimes require a contribution to a community benefit fund as a condition of awarding contracts. Benefits might be aimed at the community impacted by the development of a project, or at the community served by the public entity, or both. Alternatively, public agencies may weigh offers to provide such funds when scoring competing project offers. To date, RCEA has researched how other CCAs have secured community benefits and has used a variety of its own approaches to ensure energy projects for which RCEA contracts offer community benefits beyond the clean energy generated.

- Community benefits are used as a scoring criterion in RCEA's requests for offers. For example, RCEA's most recent request for offers for renewable power supply allocated 10 out of a possible 100 points to "location and community benefits." However, the benefits offered are often broad and speculative in nature and resulting contracts typically do not bind the project developer to deliver these benefits.
- In some instances, RCEA has introduced a request for community benefits funding at the negotiation stage of a project already short-listed for contracting. As one example, developer Ormat agreed in the binding terms of the contract for their Tierra Buena energy storage project to provide funding for creation of clean energy workforce curriculum. This curriculum was made available to educators in both Sutter County where the project was developed and locally in Humboldt. This curriculum focused on identifying the skills and knowledge needed to find employment in the clean energy field, and what pathways a worker might take to gaining these skills and knowledge.

Summary

Staff seek the Board's guidance on a new instance of community benefits funds. In 2024, RCEA entered into an energy storage service agreement with renewable energy developer EDP Renewables (EDPR)

for their Sandrini Battery Energy Storage System located in Kern County, CA. This project came online in January 2026 and is co-located with the Sandrini solar project that has been delivering clean energy to RCEA since late 2024. During contract negotiations for the battery project, RCEA staff proposed a Community Investment Fund be provided by EDPR. This was captured in the terms of the agreement as follows:

> Seller [EDPR] agrees to fund a "Community Investment Fund" ("CI Fund") through a one-time payment by Seller of two hundred and fifty thousand dollars ($250,000). Within sixty (60) days after the Commercial Operation Date [which occurred January 28], Seller will deposit the funds in a distinct and separate account established and maintained at a bank or financial institution selected by Buyer [RCEA] that is reasonably acceptable to Seller.
>
> The CI Fund will be administered by Buyer for the direct benefit of residents of Humboldt County where Buyer serves its customers and/or Kern County where the Project is to be located, and subject to mutual agreement by the Parties, including agreement on how the funds will be allocated between the two counties. The CI Fund will be allocated towards activities related to workforce development, education, or other community investments. Notwithstanding any provision to the contrary, the CI Fund shall not be allocated in a manner that is inconsistent with the applicable provisions of law pertaining to conflicts of interest, including the California Political Reform Act (Gov. Code §§ 87100 et seq.) and California Government Code Section 1090.

Community Advisory Committee Input

Staff engaged the Community Advisory Committee (CAC) on this topic at their January 2026 meeting, requesting input on the following questions related to this fund:

- How should the funds be directed? Should we seek to expend the funds within the next fiscal year? Alternatively, should they be deposited in an endowment with only the earnings expended over the long term, or should they be expended for near-term benefits? A hypothetical 4% earnings rate on $250,000 would yield $10,000 per year.
- How should the benefits from the funds be distributed in RCEA's Humboldt County service area and/or the energy storage project's host community of Kern County? Should both communities receive a portion of the funds?
- What kinds of project(s) or program(s) should the funds support? As an example, the Social Impact Partnership operated by the San Francisco Public Utilities Commission and its CleanPowerSF CCA[1] has four program areas:
    - Job exposure, training, and internships
    - Small business support
    - Public education
    - Environment and community health

[1] https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/social-impact-partnership-program

Projects performed under San Francisco's program may be performed either in the community impacted by the energy project being developed, or within the CCA's San Francisco service area.

CAC members were in agreement that creating an endowment and using the earnings is preferred over a one-time expenditure of the principal, particularly if the endowment could be added to over time with funds from other sources. They expressed support for dividing the funds between Humboldt and Kern Counties, but overall there was more interest in how the funds could be used locally. The CAC members had many ideas on how to use the endowment earnings, with educational uses getting the most expressions of support. Specific ideas discussed included:

- Using funds to educate elected officials and other decision-makers about clean energy technologies and provide accurate information about benefits of these projects and how potential risks can be mitigated with the hopes of improving receptiveness to clean energy projects as they come forward.
- Providing vocational training at high school level and college scholarships focusing on clean energy workforce development
- Using funds to benefit the local workforce, who miss out on clean energy jobs when projects such as Sandrini are developed elsewhere
- Using funds to advance equity by adding income-qualified incentives on top of the incentives already offered by RCEA such as energy efficient product rebates

For Discussion

Staff seeks the Board's guidance on how best to administer the Sandrini funds and will return to the Board at a future meeting with a formal proposal for Board review and approval. Specifically, staff seeks input on the following:

1. How the funds will be divided between Humboldt County and Kern County. Staff seeks input on the ratio of funds that will be retained for the benefit of Humboldt County residents and those that should be directed towards Kern County communities. Given the CAC's preference for directing most funds to Humboldt County, and the relatively small annual yield of a fund this size, staff propose that a one-time lump sum be provided for the benefit of communities within Kern County, specifically tribal or other underserved communities that are often underrepresented in clean energy projects. One potential recipient could be the Owens Valley Career Development Center[2] which is a Native American organization operating under a consortium of Sovereign Nations that promotes self-sufficiency through education, community enrichment, and cultural empowerment. Benefits of making a one-time contribution are that it allows the receiving entity to determine how funds could best benefit members of their communities as well as reducing the administrative burden for RCEA staff.
2. Appropriate uses of the funds retained for use in Humboldt County, including:
    a. Building an endowment versus spending the full amount
    b. Disbursement to parties (e.g. non-profit groups, RCEA member agencies, educational institutions, individuals) through a vetted and transparent process

[2] Owens Valley Career Development Center - https://www.ovcdc.com/

c. Direct use by RCEA for customer program incentives, assistance for vulnerable customers, etc.

Note the CAC had a preference to establish an endowment but acknowledged the funding was limited and without additional inputs an endowment with just the Sandrini funds could have limited impact. However the funds are used, staff will look for streamlined processing so that the administrative burden remains low and is an appropriate level of effort given the potential benefits of the program.

3. Potential partners or advisors with expertise in relevant areas such as education and workforce development.

Equity Impacts

Depending on how a community investment fund is directed, it could offer equity benefits such as workforce development or public health benefits for vulnerable communities or populations. Strategy 1.4.8 from RCEA's strategic plan makes clear that focusing the fund on social equity would be consistent with RCEA's strategic plan.

RCEA's Racial Justice Plan[3] states that "RCEA will continue to include project location and community benefit in its evaluation criteria for power solicitations, in an effort to contract for projects that benefit racially diverse communities and to avoid projects that are detrimental to those communities."

Alignment with RCEA's Strategic Plan

A community benefits fund could potentially support many elements of RCEA's Strategic Plan. Strategies that are potentially most aligned with such a fund are:

- **1.1.3 Support Energy-Sector Workforce Development.** Work with other local entities to provide training and continuing education that develops and maintains a qualified local workforce available to implement energy efficiency upgrades, renewable energy projects, and advanced-vehicle technology deployment.
- **1.3.3 Develop Job Development Incentives.** Collaborate with local economic development entities to identify funding opportunities for developing jobs in the field of energy conservation, efficiency, and renewable sources.
- **1.3.5 Develop Local Energy Investment Programs.** Work with local economic development entities and financial institutions to develop programs and resources that facilitate local community investment in and/or ownership of energy efficiency and renewable energy projects.
- **1.4.8 Develop Programs That Foster Social Equity.** Identify, fund, and establish new programs that address the energy needs of the least advantaged and underserved members of our community.

[3] RCEA's Racial Justice Plan - https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Racial-Justice-Plan.pdf

- **1.4.9 Embrace Public Health and Environmental Quality as Key Objectives of Energy Planning.** Seek to maximize public health and environmental benefits and minimize negative impacts in selecting, planning, and implementing energy policies, programs, and projects.
- **4.1.3 Act as Community Liaison to Renewable Energy Developers.** Using RCEA's position as a wholesale power purchaser, work with developers on proactive strategies to reduce and mitigate the environmental and community impacts of potential energy projects. Ensure that local projects are developed in such a way that prioritizes community benefits.

Financial Impact

The $250,000 community investment fund from EDPR is meant to be a pass-through that will not benefit or impact RCEA financially, apart from the cost of staff time needed to administer the funds. Staff time needs could be significant depending on how the funds are allocated.

Staff Recommendation

Provide feedback and give direction to staff to:

1. Engage with EDP Rewables to achieve agreement in principle on how funds will be expended and
2. Develop a formal proposal for Board approval at a future meeting of a community benefits endowment.

Attachments

None

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REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 9.1

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Lori Biondini, Business Planning and Finance Director, Richard Engel, Power Resources Director, Beth Burks, Executive Director
Subject	CCE Program Cost of Service and Rate Setting

Summary

The Board will receive a presentation from NewGen Strategies & Solutions (NewGen), the consultant hired to prepare cost of service rate design services, discussing their work so far.

Staff proposes incorporating cost of service rate setting into upcoming strategic planning efforts and implementing an interim rate setting plan.

Background

In 2024, RCEA staff became concerned with issues around setting retail electricity rates stemming from new case law that established California Community Choice Aggregators (CCAs) as subject to Proposition 26 which provides that “any levy, charge, or exaction of any kind imposed by a local government” is a tax and subject to voter approval, unless it is payment for a “benefit, privilege, service, or product,” and the rates charged capture no more than the costs of the provided service. An adequate rate study that establishes a factual basis of cost of service would support this exception, prompting staff to prepare a solicitation for such a study. A rate-setting approach that diverges from the current practice of closely following Pacific Gas & Electric Company rates may also better serve RCEA’s customers.

In July 2025, RCEA hired NewGen to complete a cost-of-service analysis and rate design with the scope of services divided into five tasks. NewGen has completed the first three tasks, including determining RCEA’s revenue requirements and resulting cost of service to determine an equitable allocation of the revenue requirements to RCEA’s customer classes. NewGen will present these results and, along with staff, will discuss how to approach the final two tasks, rate strategy and design and an implementation plan.

Originally, the goal was to implement new rates based on the results of the study by July 1, 2026. However, upon further consideration RCEA staff is recommending that we first have a deeper

conversation with the Board and our community about transitioning to cost of service and what they would want to see as part of our rate structure.

Questions for the Board to consider:

- How might our procurement choices influence rates? Think of goals such as local power, carbon free energy, and no nuclear energy. How do these influence affordability and how do we balance competing goals?
- How much funding to reserve for programs and capital improvements? Are these items high priorities for our community? If so, how do we balance affordability?
- Should we plan for additional capital improvements/investments that benefit RCEA's customers such as microgrids and electric vehicle charging infrastructure?
- Should we have different products available at different price points in addition to our current base REpower and 100% renewable REpower+ options? To address affordability, should we consider introducing a lower cost rate option that is minimally compliant with State renewable energy policy? Should low-income customers be automatically enrolled in such a rate? If so, how do we address equity if the lower cost products have correspondingly lower renewable content in their portfolio?
- How might customers value having the *lowest* bill possible vs having bill *stability* from month to month and year to year?

To answer these and other questions staff suggests aligning the cost-of-service implementation plan our with efforts to update RCEA's strategic plan (RePower Humboldt) in this coming fiscal year. This would allow the Board, Staff and community to address rate setting in a way that gives clarity to the options and trade-offs and update our energy priorities as part of this process.

Holding off on implementing cost of service rates, means that RCEA must be prepared to take action if our current method of rate setting (a set 0.5% discount from PG&E rates) will result in diminished financial reserves below our financial reserve policy's target level.

Our financial Reserve Policy states:

"RCEA shall maintain a minimum reserve target equal to 120 days of total operating expenses (including power supply expenses and are reduced for any discrete Board approved capital-spending allocations or externally funded customer programs), with a goal of increasing the reserve to maximum target of 180 days total operating expenses."

As an interim rate setting strategy staff recommends the following:

1. Closely track RCEA's Fund balance (all assets minus liabilities, including cash balances) and revenue and power cost projections. RCEA currently has approximately 210 days of unrestricted cash on hand which is beyond the high-end of the reserve target. At each monthly Risk Management Team meeting staff track and discuss revenue and power cost projections and potential impacts to days of cash on hand.
2. Take action. Once projections show that unrestricted cash on hand will fall below the 180-day target within the coming 30 days, staff will bring a recommended rate increase to the Board at the

next scheduled Board meeting. The recommended rate increase will be sufficient to maintain cash reserves within the Reserve Policy targets.

3. After Board approval, staff will make rate adjustments as soon as feasible.

Equity Impacts

Equity impacts will remain at the heart of the decision-making process for rate setting. We do not take increases to rates lightly and also want to ensure that cleaner energy choices are available and accessible to all members of our community.

Alignment with RCEA's Strategic Plan

Considering cost of service and interim rate setting options along with spending priorities is consistent with the following sections of the RePower Humboldt Strategic Plan:

4.3.1 Provide Community Choice Energy Program Customer Rate Savings. Provide customer rates that are affordable and price-competitive with customers' other electric supply options.

4.3.2 Retain and/or Redirect Rate-Payer Dollars Back into Humboldt County. Work to maximize the amount of ratepayer dollars retained in Humboldt County when taking into consideration local power procurement, electricity rates, local program spending, and allocations toward building the reserve fund for RCEA's Community Choice Energy program.

Financial Impact

The recommendation to implement an interim rate setting strategy could result in a decrease of financial reserves from their current levels but would maintain financial reserves within the targets set by the Reserve Policy. The longer-term plan to introduce cost of service rates will ensure that rate setting is always done with RCEA's Reserve Policy as a main consideration.

Staff Recommendation

Direct staff to incorporate cost of service rate design considerations into future strategic planning efforts, and direct staff to implement the interim rate setting plan requiring staff to bring rate recommendations to the Board once projections show that unrestricted cash on hand will fall below the 180-day target within the coming 30 days.

Attachments

None

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REDWOOD COAST EnergyAuthority

This staff report was corrected on 2/25/26.

Staff Report

Agenda Item # 9.2

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Jocelyn Gwynn, Senior Power Resources Manager
Subject	California Community Power's Hydrostor Willow Rock Procurement

Summary

Staff are seeking approval for RCEA to sign on to California Community Power's (CC Power) agreement with Hydrostor to procure a 50 MW portion of their Willow Rock Advanced Compressed Air Energy Storage project on behalf of six-member community choice aggregators (CCAs). The contract was procured from CC Power's 2024 Request for Proposals to replace the Goal Line Long-Duration Storage (LDS) project, which was terminated by the developer when they abandoned the project. The Willow Rock A-CAES project would contribute toward each CC Power member's California Public Utilities Commission (CPUC) Mid-Term Reliability (MTR) procurement requirements, specifically for long-duration energy storage capacity. RCEA's expected share of the project is 6.2% of the 50 MW, or 3.1 MW, with a maximum step-up obligation of an additional 25% of RCEA's share, or 3.875 MW total. The step-up commitment is to insure against CC Power defaulting on the purchase agreement in the event another member defaults.

Project Details

The Willow Rock project is a 500 MW advanced compressed air energy storage system that utilizes air compression technology to store energy. The project will be located in Rosamond, Kern County, CA and is expected to reach commercial operation by the end of 2030.

To store potential energy, advanced compressed air energy storage projects compress ambient atmospheric air which is stored in large underground caverns underneath a water reservoir. During the compression process, excess heat from the compression of air is captured through heat exchangers for later use during the discharge phase. To dispatch in response to certain market price signals, the above ground water reservoir is allowed to flood the cavern, driving the compressed air to the surface to spin turbines, generating electricity. Expansion and pressure reduction of the air as it is released through the turbines causes the air temperature to drop, which can reduce the process efficiency. The heat exchangers release the stored thermal energy to pre-heat the air, increasing efficiency without the use of natural gas burners used for this heating in other compressed air energy storage systems.

The Willow Rock project has obtained full site control, signed an interconnection agreement with Southern California Edison, and received approval from the California Energy Commission for its environmental permit application. The project has also obtained full capacity deliverability status enabling

it to provide resource adequacy (RA) capacity and secured a Conditional Loan Guarantee from the Department of Energy, which is intended to support the project's financing.

Hydrostor intends to sign a project labor agreement ensuring prevailing wage and use of apprenticeship programs during construction of Willow Rock. Hydrostor expects the project will create between 275 and 750 temporary jobs during the construction phase and about 40 permanent jobs during the operational phase. In addition, Hydrostor has dedicated funds to local community engagement programs in Kern County and intends to use domestic manufacturers where possible.

Background

About CC Power

CC Power is a joint powers authority that formed in 2020 for the purpose of conducting joint procurement activities on behalf of its nine member CCAs. RCEA is currently participating in three other CC Power procurement contracts: Tumbleweed Long Duration Storage, Fish Lake Geothermal, and the Ormat Geothermal Portfolio. The Tumbleweed Long Duration Storage is under construction and on schedule to achieve commercial operation in June 2026, and will meet the remainder of RCEA's Long Duration Storage procurement requirement under the CPUC's Mid-Term Reliability mandate.

Contract Structure

As with prior CC Power joint procurements, there are three basic agreements to which CC Power is a party. The joint contracting structure limits the liability of participating members while providing the necessary security to finance the project's construction and operation. Summaries of each agreement are below.

Resource Adequacy and TB4 (RA+TB4) Agreement: This is the purchase contract between CC Power and the seller, which requires the seller to manage the facility's participation in the CAISO market while conveying 1) the RA attributes to CC Power participating members, and 2) a portion of the energy arbitrage settlement revenues, which are captured when the facility charges during low energy price hours and discharges during high price hours. The energy settlement revenues will come from the four most economic discharging hours net of the cost of their associated charging hours (TB4 = top and bottom four hours). RCEA's share of the energy revenues will be proportional to its 6.2% entitlement share of the project. The RA+TB4 Agreement is administered by CC Power and governs project development, operational requirements, compensation, volume, term length, and other key terms.

Buyer Liability Pass Through Agreement (BLPTA): This contract would be signed by CC Power, the seller, and RCEA, and mirrors the liability the CCA would hold if executing a purchase agreement with the seller directly. Through the BLPTA, each participating CCA guarantees CC Power's payment obligations relative to their share of the project. In exchange, the seller agrees to release CC Power from liability and limit recovery of damages from each CCA proportional to their respective share of capacity in the purchase contract. In this case, CC Power and the seller would execute six BLPTAs, one with each participating CCA.

Project Participation Share Agreement (PPSA): this contract is between CC Power and all participating CCAs and requires each CCA to fund its share of CC Power's payment obligations to the seller under the

purchase contract. The PPSA also addresses how participating CCAs will (1) share the energy settlement revenues, (2) direct CC Power's actions under the purchase agreement, and (3) step up their share of the project to cover any member default to avoid a CC Power default under the purchase agreement.

Equity Impacts

This procurement is mainly being conducted for grid reliability and compliance purposes, but the project labor agreement and apprenticeship programs that Hydrostor intends to administer may benefit underserved and low-income groups. Also, the addition of energy storage resources could reduce run time of thermal power plants, thereby decreasing air quality impacts to surrounding communities.

Alignment with RCEA's Strategic Plan

Energy storage projects support integration of intermittent renewable generation on the grid, and therefore contribute to the following RCEA Strategic Plan goals:

- 4.1.2 Minimize Greenhouse Gas Emissions Associated with RCEA's CCE Program.
- 4.1.4 Maximize Renewable Energy Content of RCEA's CCE Program.

Financial Impact

Modeling performed by CC Power staff and consultants show that the Willow Rock contract has a negative net present value, meaning it is expected to cost more than the forecasted value it would provide in the form of RA capacity, offset by the energy settlement revenues under the TB4 structure. However, given the low tariff risk of the compressed air technology versus lithium-ion batteries, CC Power and member CCA staff deem this procurement as the lowest cost way for the members to achieve their CPUC MTR compliance requirement, while advancing an alternative storage technology. This procurement will be accounted for in RCEA's budget starting in FY 2030-2031 when the Willow Rock project is expected to commence commercial operations.

Staff Recommendation

Approve Resolution 2026-3 Authorizing Participation in California Community Power's Procurement of Hydrostor's Willow Rock Advanced Compressed Air Energy Storage Project.

Attachments

1. Resolution 2026-3
2. Willow Rock RA+TB4 Agreement (redacted) Buyer Liability Passthrough Agreement as Exhibit L[1]

[1] Willow Rock Resource Adequacy and TB4 Agreement - https://redwoodenergy.org/wp-content/uploads/sites/850/2026/02/260226-Board-Mtg-Supplemental-Materials.pdf

3. Willow Rock Project Participation Share Agreement[2]

[2] Willow Rock Project Participation Share Agreement - https://redwoodenergy.org/wp-content/uploads/sites/850/2026/02/260226-Board-Mtg-Supplemental-Materials.pdf#page=120

RESOLUTION NO. 2026-3
OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
AUTHORIZING PARTICIPATION
IN CALIFORNIA COMMUNITY POWER'S PROCUREMENT
OF HYDROSTOR'S WILLOW ROCK ADVANCED COMPRESSED AIR
ENERGY STORAGE PROJECT

WHEREAS, in August 2024, California Community Power ("CC Power") issued a Request for Proposals for Renewable Generation and Capacity Resources on behalf of RCEA and its other member CCAs ("RFP"); and

WHEREAS, the Willow Rock Advanced Compressed Air Energy Storage project ("Project") was submitted into CC Power's RFP by GEM A-CAES LLC ("Seller") and subsequently approved for shortlisting by the Board RFO subcommittee; and

WHEREAS, Seller is a project company owned by Hydrostor; and

WHEREAS, under the RA + TB4 Agreement ("Purchase Agreement"), Seller will provide CC Power participating members including RCEA with resource adequacy and a portion of the energy settlement revenues in exchange for a fixed price over the term, thereby generating value for RCEA's power portfolio and contributing to RCEA's compliance with state procurement mandates; and

WHEREAS, under the Buyer Liability Pass Through Agreement ("BLPTA"), RCEA and the other participating members jointly assume liability for and guarantee CC Power's obligations to Seller under the Purchase Agreement; and

WHEREAS, under the Project Participation Share Agreement ("PPSA"), RCEA and other participating CCAs agree to terms associated with payment obligations, revenue sharing, entitlement share step-up, and governance structure of the Purchase Agreement.

NOW, THEREFORE, the Board of Directors of the Redwood Coast Energy Authority resolves as follows:

1. Redwood Coast Energy Authority's participation in the CC Power Willow Rock procurement as set forth in the Purchase Agreement, attached hereto as Appendix A, is hereby approved.
2. The RCEA Executive Director is authorized to execute the BLPTA and PPSA substantially in the form attached hereto as Exhibit L of Appendix A and Appendix B, respectively, on behalf of RCEA.
3. The RCEA Executive Director, in consultation with legal counsel, is authorized to approve any needed future amendment to the Purchase Agreement, BLPTA or PPSA, so long as the term, volume, and price are not changed and the amendment does not fundamentally change the business terms of the Agreement or measurably increase risk exposure for RCEA.

Adopted this 26th day of February 2026.

Michael Gerace Chairperson of the Board of Directors	Lori Taketa Clerk of the Board, RCEA

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2026-3 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 26th day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board, Redwood Coast Energy Authority

Appendix A: Willow Rock RA+TB4 Agreement with Buyer Liability Pass Through Agreement as Exhibit L

Appendix B: Willow Rock Project Participation Share Agreement

REDWOOD COAST EnergyAuthority

Staff Report

Agenda Item # 9.3

Information

Agenda Date	February 26, 2026
To	Board of Directors
Prepared by	Beth Burks, Executive Director & Brytann Busick, Community Strategies Manager
Subject	Humboldt Bay Harbor District Waterfront Facility Improvement Program Grant Contracting Opportunity

Background

RCEA Involvement in Offshore Wind

Since 2017, RCEA has been a leader in exploring offshore wind as a renewable resource that could play a key role in meeting RCEA and state goals for renewable and carbon-free power. During the March 2025 Board of Directors meeting, directors indicated support for continued RCEA's involvement in offshore wind development, specifically supporting Humboldt port development and joint public outreach.

Humboldt Bay Harbor, Recreation, and Conservation District- Waterfront Facility Improvement Program Grant: California Energy Commission

The Humboldt Bay Harbor, Recreation and Conservation District (Harbor District) is developing the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project to support west coast offshore wind energy development. Most Project components are currently at a 15% design level, and there is existing federal funding that will advance these components to 30% design. To further advance this design effort, the Harbor District has been awarded funding from the California Energy Commission (CEC) for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal - Advanced Design and Public Engagement Project. This funding includes tasks that will (1) support the Terminal Project's advanced design, (2) conduct community, stakeholder and Tribal engagement, and (3) conduct supplemental environmental studies that are critical to permit and complete California Environmental Quality Act (CEQA) documentation for the Terminal Project.

The overall goal of the project is to advance the design of the Terminal Project, which will serve as a key staging and vertical integration site for wind turbine generators. Specific objectives include:

- Conduct community engagement to maximize the Terminal Project's community benefits and avoid or minimize impacts.
- Conduct special studies that have been recommended by agencies, stakeholders and tribes and are required for final development of the Terminal Project.
- Advance Terminal Project design towards final design and ultimately construction.

Redwood Coast Energy Authority leadership was approached by the Harbor District about the

opportunity to contract to perform outreach and community engagement services that are part of the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal - Advanced Design and Public Engagement Project. These services focus on conducting outreach, facilitating experiential education tours and focus groups, and distributing stipends to participants of community advisory meetings. See attached DRAFT Scope of Work for more details about the proposed RCEA scope.

RCEA Staff drafted the attached scope of work in collaboration with the Harbor District and are now seeking Board approval to enter into a subrecipient agreement. The scope of work is expected to start in March 2026 and will be completed by August 1, 2027.

Summary

RCEA staff participated in preliminary conversations with the Harbor District about the scope of this task and found mission-aligned opportunities to educate the community about the development of the Heavy Lift Marine Terminal project and its relation to the development of local offshore wind. Participating as a subrecipient in this grant will allow RCEA to provide and amplify access to reliable information about the Heavy Lift Marine Terminal Project and its relation to offshore wind and to advocate for honest, meaningful community-based communications.

The Harbor District is working on adding the required CEC flow-down provisions to the agreement template. Pending Board approval of RCEA participation as a his subrecipient agreement, staff will coordinate with Harbor District staff to populate the professional services agreement template (attached here) with the final scope of work for a budget of $550,000.

Equity Impacts

This scope of work will allow RCEA to engage the broader Humboldt County community in the Waterfront Facility Improvement Program and consideration of local offshore wind via representative research, including a countywide survey and focus groups, Madaket boat tours, and stipends to support time and effort related to advisory committee participation. This will allow for a greater and more representative participation and feedback.

Alignment with RCEA's Strategic Plan

RCEA has several strategic goals and strategies (See sections 4.1.9 Power Resources: Offshore Wind) related to the development of offshore wind. These policies generally focus on local offshore wind development. Additionally, goal 4.1.5: Ensure Diversity in Local Sources, supports the development of a diverse, locally produced renewable electricity supply that is price-competitive in the California power market and that can be generated in a way that minimizes adverse environmental and community impacts. The proposed scope supports the development of the port as a key resource that will help enable the development of local offshore wind resources.

Financial Impact

This $550,000 grant subrecipient agreement includes approximately $115,000 for Community Strategies and Finance staff to perform the services. The remaining grant funds will be pass through funds used to distribute stipends for community meeting participation, conduct outreach, and facilitate focus groups and experiential education tours. This grant subrecipient agreement does not require any match contribution, so the total agreement budget will cover all expenses associated with RCEA's scope of work. Upon Board approval of this subrecipient agreement, the project funds will be added to the FY 25-26 mid-year budget adjustments and the FY 26-27 budget.

Staff Recommendation

Approve entering into a grant subrecipient agreement with the Humboldt Bay Harbor, Recreational and Conservation District to perform outreach and community engagement services for the Waterfront Facility Improvement Program grant and authorize the Executive Director to execute the Agreement once finalized and any associated documents necessary to secure the grant subaward.

Attachments

1. DRAFT RCEA Scope of Work, Waterfront Facility Improvement Program Grant: California Energy Commission
2. HBHD Professional Services Agreement Template

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EXHIBIT A
Waterfront Facility Improvement Program Grant: California Energy Commission
Scope of Work – Redwood Coast Energy Authority
Humboldt Bay Harbor, Recreation and Conservation District

OVERVIEW

The following scope of work is for the Humboldt Bay Harbor District's Waterfront Facility Improvement Program grant issued to the District by the California Energy Commission (CEC), with Redwood Coast Energy Authority (RCEA) as a vendor. The scope below was developed by RCEA (Consultant) in collaboration with the District. The scope below is based on the Grant Agreement scope between the District and the CEC. As indicated in several locations below, Consultant has no budget and no scope/responsibilities for some of the tasks. However, this contract scope between the District and Consultant retains those tasks in order to retain continuity between this agreement (Consultant Contract) and the agreement between the District and the CEC (Grant Agreement). The District seeks to retain identical task numbering between the two agreements to maximize the efficiency and speed of invoicing, billing, and reimbursements.

SCOPE OF WORK

I. TASK 1 GENERAL PROJECT TASKS

Consultant has no budget or scope for this task, nor any subtasks under it. The District will be working with a separate Consultant on this task.

II. TASK 2 ENGAGEMENT

Consultant has no budget or scope for this task, nor any subtasks under it. The District will be working with a separate Consultant on this task.

III. TASK 3 TRIBAL PARTICIPATION

Consultant has no budget or scope for this task, nor any subtasks under it. The District will be working with a separate Consultant on this task.

IV. TASK 4 COMMUNITY PARTICIPATION

Subtask 4.1 Community Based Organization Participation

The goal of this task is for the Consultant to facilitate the distribution of various forms of stipends to stakeholders and members of the general public. These may include direct payments for participation in advisory committee meetings, and tickets to guided boat tours that provide experiential education related to the Heavy Lift Marine Terminal project and its relationship to offshore wind. Consultant will be responsible for all administration of stipends, including establishing a fair selection process for determining who receives stipends, distributing the various forms of stipends, tracking issuance/receipt of stipends, and all related accounting and legal compliance associated with the distribution of stipends.

Consultant Shall:

1. **Project kickoff**
    a. Kickoff meeting with District staff
    b. Early in the project timeline, attend a regularly scheduled Board of Commissioners meeting to present the Consultant's role, objectives, and expected outcomes.
2. **Document Contributions**
    Contribute to the content of four distinct documents that are associated with community engagement. Consultant will serve as the primary author for the sections of the documents that focus primarily on the distribution of stipends. Consultant will also provide recommended edits and comments on other sections

of the documents. Consultant will participate in up to two one-hour meetings for each document. The relevant community-related documents are:

a. 1 – *Community Engagement Commitments and Strategies for The Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project* (a new section regarding stipends needs to be added to an existing document).
b. 2 – *Community Participation Plan* – to be produced as part of this overall project, primarily authored by others under Task 2. Consultant will be the primary author for the Stipends chapter.
c. 3 – *Stakeholder Engagement Strategy* – to be produced as part of this overall project, primarily authored by others under Task 2. Consultant will be the primary author for the Stipends chapter.
d. *4 – Community Participation Report* (documentation of community participation) – to be produced as part of this overall project, primarily authored by others under Task 2. This final summary document will outline the community participation processes that were implemented and community participation outcomes, including stipend-related activities. Consultant will be the primary author for the Stipends chapter.

3. **Stipend Selection & Distribution Plan**
   a. Research and develop the initial "Stipend Selection and Distribution Plan," outlining the types of stipends to be used and how stipends will be distributed. The plan must clearly establish a fair selection process for determining who receives stipends for involvement. The plan must also disclose planned administrative procedures, such as record-keeping, accounting, and legal compliance.
   b. Submit the initial stipend plan to The District for approval. The Plan and its associated budget may be modified as needed during the lifetime of the project, pending District approval.
4. **Stipend Distribution & Outreach**

   Implement those portions of the above documents associated with stipends, including advertisement and distribution. This may include:
   a. Direct outreach to the general public to distribute stipends and provide basic education about the project. Extra effort will be invested in identifying and engaging with relevant under-resourced communities. The consultant will explore contracting with a third-party vendor to conduct representative research via surveys, listening sessions, or focus groups to better understand baseline knowledge, perceptions, concerns, and attributes, among other learnings, associated with the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Such insights will inform information shared on Madaket Cruises and in all other public outreach related to this project.
      i. Other opportunities for direct outreach to the public may include:
         1. Tabling at public events
         2. Speaking before elected bodies (such as City Council)
         3. Radio, print, and digital advertising
         4. Other proposed means, pending District approval.
   b. Distributing various forms of stipends, such as:
      i. Direct cash payments and/or gift cards for participation in advisory committee meetings to compensate committee members for their time, with potential awarding of "Super Stipends."
      ii. Tickets to guided boat tours for community members, student groups, or community-based organizations that provide experiential education related to the Heavy Lift Marine Terminal project and its relationship to offshore wind.

iii. Covering tuition for education and/or training opportunities, such as "Climate Stewards Offshore Wind Ambassador Training" or "UMass Offshore Wind Professional Certificate – Online".
iv. Compensation to speakers, panelists, or other expert guests who travel to Humboldt Bay to assist with community engagement/education.
v. Formal recognition, including certificates, awards, or public acknowledgment for contributions.
vi. Covering childcare or meals to encourage/facilitate participation.
vii. Micro-grants to partner agencies or other relevant organizations to support and facilitate community engagement.
viii. Other forms of stipends as determined by the Consultant and approved by the District.

5. **Stipend Administration**
   a. Documenting the fair selection process used to determine stipend recipients;
   b. Documentation and record-keeping associated with the distribution of all forms of stipends, including issuance, receipts, accounting, legal compliance, etc.
6. **Community Benefits Evaluation**
   Assist the District with evaluating options associated with Community Benefits:
   a. Participate in up to three meetings with the District regarding Community Benefits.
   b. Contribute to a Technical Memo Describing Strategies for Community Benefits.
7. **Project close-out**
   a. Project Close-out Brief Report
   b. Attend a regularly scheduled Board of Commissioners meeting to present outcomes.

Consultant Deliverables:

- Introductory presentation to District Board (4.1-1b)
- Draft and final "Stipends" sections (chapters) of the following three documents that will be primarily authored by others:
  - *Community Engagement Commitments and Strategies for The Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project (4.1-2a)*
  - *Community Participation Plan (4.1-2b)*
  - *Stakeholder Engagement Strategy (4.1-2c)*
  - *Community Participation Report (4.1-2d)*
- Recommended edits and comments on the other (non-stipend-related) sections of each of the four documents above.
- Draft and final "Stipend Selection and Distribution Plan." *(4.1-3b)*
- Receipts, accounting, and/or other form(s) of record keeping that clearly document how stipends have been distributed. *(4.1-5a; 4.1-5b)*
- Contribution to a Technical Memo Describing Strategies for Community Benefits (document will be primarily authored by others). (4.1-6b)
- Conclusion presentation to District Board.

V. TASK 5 STUDIES AND PLANNING

Consultant has no budget or scope for this task, nor any subtasks under it. The District will be working with a separate Consultant on this task.

VI. TASK 6 DESIGN AND MITIGATION PLANNING

Consultant has no budget or scope for this task, nor any subtasks under it. The District will be working with a separate Consultant on this task.

VII. PROJECT SCHEDULE

The above scope of work shall be completed by August 1, 2027.

Purchase Order No._____

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
_____ FOR
_____

This Agreement is made on _____, between the Humboldt Bay Harbor, Recreation and Conservation District, a Special District of the State of California (referred to as "District"), and _____, a _____ (referred to as "Consultant").

RECITALS

WHEREAS, the District desires professional services to assist in certain work described briefly as _____ referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the District desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work and Compensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.

2. Standards of Performance:

   A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

   B. *Accuracy of Services*. District shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in District-furnished information. However, District shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by District to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

   C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; _____ No Special Conditions.

3. Compensation for Services, Payment:

   A. *Compensation*. District shall pay Consultant as set forth in Exhibit A, not to exceed $_____.

   B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to District no more than once per month and no later than the 15th day of each month.

   C. *Payments*. All reasonable efforts will be made by District to pay undisputed invoices within 30 days of receipt. If District contests an invoice, District may withhold that portion so contested and pay the undisputed portion.

DRAFT

D. *Withholding Of Payment*. The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

A. *Commencement*. Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until _____. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.

B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination*.

1) Suspension. At any time and for any reason, the District may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the District has provided written notice to Consultant to re-commence Services.

2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3) Project Suspension or Abandonment. The District may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.

D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to District.* Prior to the effective date of termination, the Consultant will deliver to District all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which District has compensated Consultant, and all such material shall become the property of the District upon delivery.

5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Consultant is not to be considered an agent or employee of the District. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.

6. Insurance: Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

   A. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

   B. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   C. *Workers' Compensation*: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   D. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

   F. *General Conditions Pertaining to Insurance*:

      1) Consultant shall have its insurer endorse the third party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the District. Consultant's policy shall not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

      2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

      3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.

      4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District's right.

5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.

6) Consultant agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.

7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the District at or prior to the execution of the Agreement.

8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the District's protection without the District's prior written consent.

9) The District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to the District.

10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

7. Indemnity: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and any and all of its boards (including, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

   Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

   Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

   The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written

consent of the District. In the event subcontracting is approved, the following shall apply:

A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

B. Each subcontractor shall be obligated to Consultant and the District in the same manner and to the same extent as Consultant is obligated to the District under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.

C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the District, Consultant shall provide insurance certificates and endorsements of its subcontractors.

9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

10. Permits and Licenses: Prior to execution of the Agreement, the Consultant shall obtain and maintain throughout the Agreement period all licenses and permits required by law including but not limited to a valid business license from the agency having jurisdiction over the area where work is to be performed, and to submit a copy of all such licenses and permits to the District prior to performing any work.

11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.

13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the District or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow District representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

14. Designated Representatives. With the execution of this Agreement, Consultant and District shall designate specific individuals to act as Consultant's and District's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

16. Disputes. District and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

17. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Consultant for the Services and supersedes all prior written or oral understandings.

18. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.

23. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

    Exhibit A: Scope of Work and Compensation
    Exhibit B: Special Conditions

    In the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

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IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

DESIGNATED REPRESENTATIVES:

DISTRICT:	**CONSULTANT:**
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Email:_____	Email:_____

(*Signatures on following page*)

DRAFT

Executed in Eureka, California on _____(date)

DISTRICT:

By: _____

Signature:_____

Executive Director

Date: _____

CONSULTANT:

Firm Name:_____

By:_____

Signature:_____

Title: _____

Date: _____

Address: _____

_____

_____

Email: _____

State License #: _____

Employer Tax ID#: _____

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EXHIBIT A
SCOPE OF WORK AND COMPENSATION

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EXHIBIT B
SPECIAL CONDITIONS

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