



Board of Directors Regular Meeting Agenda

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

Thursday, May 28 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, this 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. Reports from Member Entities

3. 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.

4. Staff Reports

- 4.1. Executive Director's Report

5. 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.

- 5.1. Approve Minutes of April 23, 2026, RCEA Board of Directors Meeting.
- 5.2. Approve Disbursement Report for March 2026, and Financial Reports for This Fiscal Year Through March 2026
- 5.3. Approve Payment of California Community Power Annual Dues of \$178,049 and Joint Action and Special Projects Participation Fees of \$667,682 for Fiscal Year 2026-27.
- 5.4. Approve Payment of California Community Choice Association Annual Dues of \$135,790 for Fiscal Year 2026-27.
- 5.5. Award Professional Services Agreement to CLEAResult for Commercial Direct-Install Implementation Services for the Northern Rural Energy Network for a Not-to-Exceed Value of \$409,170 and Authorize the Executive Director to Execute All Applicable Documents.

Note: The CLEAResult draft professional services agreement was not available at the time of agenda publication. A copy will be made available online at www.RedwoodEnergy.org and at RCEA offices, 633 Third Street, Eureka, CA 95501, by 5 p.m. on Wednesday, May 27, 2026.

6. Items Removed from Consent Calendar

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

7. Old Business

- 7.1. CC Power Fish Lake Geothermal Power Purchase Agreement Amendment 1

Approve RCEA's Continued Participation in California Community Power's Fish Lake Geothermal Power Purchase Agreement Under Amendment 1.

8. New Business

8.1. Budget Strategies for Fiscal Year 2026-2027

Discuss budget options and provide direction to staff on approaches to include in the FY 2026-27 budget.

Direct staff on whether the standing finance committee should review the draft budget prior to full Board consideration in June.

8.2. RCEA Office Building Purchase

Adopt Resolution No. 2026-5, Accepting Real Property Interests in Assessor's Parcel Number 001-135-007, 718 3rd Street, Eureka, CA.

Approve the expenditure of \$3,800,000 plus closing fees and costs for the acquisition of real property at 718 3rd Street, Eureka, CA, APN 001-135-007.

8.3. Paradigm Wind Power Purchase Agreement – Information Only

9. Future Agenda Items

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

10. Closed Session

10.1. Public Employment, pursuant to Government Code Section 54957(b): General Counsel.

11. Reconvene to Open Session

12. Closed Session Report

13. Adjournment

Next Regular Meeting

Thursday, June 25, 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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Staff Report

Agenda Item # 1.1

Information

Agenda Date	May 28, 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, 2025.

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.



Staff Recommendation

None. Information only.

Required Distribution Information

The **Revised** Ralph M. Brown Act

[Link to California Government Code Sections 54950 - 54963¹](#), 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	4 th Thursday of each month	3:30 p.m.	Wharfinger Building, 1 Marina Way, Eureka, CA 95501
Community Advisory Committee	2 nd 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=)
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=2.&title=5.&part=1.&chapter=9.&article=



Staff Report

Agenda Item # 4.1

Information

Agenda Date	May 28, 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.

RCEA Updates

April Call Log Summary

In April 2026, there were 141 total incoming phone calls. The top categories for phone calls were:

- Billing Inquiry: 29
- Rebate Inquiries 16
- Net Energy Metering: 13

General billing questions were the top category this month and RCEA staff spent considerable time helping customers understand their energy bills. Opt out inquiries did not make the top log categories this month with only 8 calls.

Diablo Canyon Nuclear Power Plant Tour

Three staff members and four board members were able to tour the Diablo Canyon Nuclear Power Plant on May 22, 2026. We will report about our experience during the Board meeting.

CalCCA Annual Conference

Seven staff members were able to attend the CalCCA annual conference in Sacramento this month. This year marked the 10th anniversary of CalCCA. The conference was an excellent opportunity to learn and connect with other CCA staff and deep dive into the challenges we are all facing. RCEA contributed to the conference by coordinating with Sun Titan to display the mobile solar trailers that were provided to the rural fire stations and share about the benefits of the RRGp project. Thanks to RRGp project manager Juliette Bohn for coordinating the display and sharing her knowledge with conference participants. Additionally, I participated as a speaker in the "Built to Last: CCA CEOs Discuss What's Next for Community Choice" plenary session discussing RCEA's perspective on supporting tribal energy sovereignty.



Regional Climate Action Plan Update

Staff continues to coordinate with the regional working group to be ready to take on the role of implementation of the Regional Climate Action Plan (RCAP). Several city managers have expressed that due to budget constraints it will be difficult or not possible to contribute funding for an RCAP Administrator position as originally proposed. Given the concerns and budget constraints, the regional working group has pivoted and no longer anticipates this position being funded. Even without the externally funded RCAP administrator position, RCEA can still lead the effort assuming we fill the Director of Engagement and Regional Climate Planning position. The working group is already exploring grant funding opportunities that may lead to being able to fill the RCAP administrator position without or with less contribution from jurisdictions.

Staff Recommendation

None. Information only.

Attachments

1. Community Outreach Events Summary
2. LEAN/Community Choice Energy Alliance Federal Activity Report - April 2026

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.

May 2026

AT A GLANCE

6 Events

We participated in a variety of community events, including those held at the McKinleyville Senior Center, the Bike Month Celebration, two Friday Night Markets, and the Mattole Valley Resource Center locations in Petrolia and Honeydew.

350 Engagements

Community members attending the Southern Humboldt food pantry distribution appreciated the opportunity to connect with us and learn about available offerings. All attendees received information about RCEA programs, energy-saving resources and tips, and financial assistance programs.



Upcoming Events

June 2026

- McKinleyville Pony Express Days Festival, June 6
- Oyster Fest, June 13
- Juneteenth Celebration, June 20



For more information about RCEA's community outreach or to invite us to an event, contact bbusick@redwoodenergy.org

Federal Affairs Updates

Monthly Policy Report



Community Choice
Energy Alliance

The National Voice for Affordable, Clean, & Reliable Power



CCA Federal Affairs Monthly Report

April 2026

By Community Choice Energy Alliance

[Download PDF Version](#)

Executive Summary

In April, policy discussions were dominated by the ongoing reconciliation process aimed at funding immigration enforcement and reopening the Department of Homeland Security (DHS). Outside of these negotiations, the administration released its FY27 budget request, leading to several members of the Cabinet, including Energy Secretary Chris Wright and Interior Secretary Doug Burgum, testifying before Congress on departmental requests. The Federal Energy Regulatory Commission also announced its timeline for rulemaking on the large load Advanced Notice of Proposed Rulemaking, stating that it will act by June 2026. Congress likewise remained busy through April. The House Energy and Commerce Energy Subcommittee held a hearing to discuss legislation related to protecting ratepayers from negative impacts of data centers and other large load customers, and the House passed a bill aimed at expediting geothermal energy projects.

CCEA FEDERAL ADVOCACY HIGHLIGHTS

CCEA held its Advocacy Days from April 20–23, 2026, in Washington D.C. convening a strong and diverse group of Community Choice Aggregation (CCA) leaders from across the country. In total, 22 participants representing 14 CCAs—California, Massachusetts, New Hampshire, New York, and Ohio—engaged in more than 20 meetings with congressional offices¹¹ and federal agencies. Throughout the week, CCEA members and our partners also took part in

six networking events that strengthened connections among CCA leaders, national organizations, and congressional staff, creating valuable opportunities to make Capitol Hill connections and share best practices.

During these meetings, CCA leaders educated federal policymakers on the CCA business model and its proven ability to deliver cost-effective, locally controlled energy solutions. CCEA emphasized the importance of sustaining and strengthening federal programs that support energy reliability, affordability, and innovation, as well as the need for expanded financing tools to invest in critical energy infrastructure. CCEA also urged policymakers to ensure permitting certainty for energy projects and to oppose expanded federal jurisdiction over large load interconnections. From long-established programs to emerging markets, Advocacy Day participants delivered a unified message: Community Choice Aggregation is providing affordable, clean, and reliable power to millions of Americans, and federal policy should support its continued growth and success.

CONGRESSIONAL ACTIONS

1. Congress Makes Progress on Reconciliation 2.0

On April 29, the House approved the Senate-passed budget resolution 214-212-1 (with Rep. Kevin Kiley (I-CA) voting present), that will allow Republicans to draft and pass a party-line immigration enforcement funding bill. The contentious vote came after weeks of disagreement over the scope of reconciliation. Congressional leadership and the administration sought to keep the resolution narrowly focused on immigration enforcement funding, while some Republicans, including House Budget Chair Jodey Arrington (R-TX) wanted to expand the scope to include other Republican priorities. **Ultimately leadership won out and the resolution remained narrow in scope. The budget resolution instructs authorizing committees to write the detailed reconciliation legislation, providing around \$70 billion in immigration enforcement funding** for the remainder of President Trump's term. The Senate Homeland Security and Governmental Affairs and Judiciary Committees will take the lead on drafting the budget reconciliation bill. The Senate is expected to bring the reconciliation bill to the floor first, with votes anticipated during the week of May 11. House leadership promised to pursue a third reconciliation process to garner support for the current budget resolution. While there is limited time remaining this Congress, a third reconciliation bill could be used to pursue Republican priorities, including permitting reforms and energy tax credit changes. It remains unclear exactly what priorities could be included due to reconciliation's limited budgetary scope.

2. Energy and Commerce Subcommittee Reviews Data Center Bills

On April 29, the House Energy and Commerce Energy Subcommittee held a hearing titled, "AI and the Grid: Meeting Growing Power Demand While Protecting Ratepayers." **The hearing demonstrated bipartisan support for protecting ratepayers from increased energy costs associated with the development of large load customers; however, panel members disagreed on how to do so.** Several bills and proposals were discussed at the hearing, including the draft "Ratepayer Protection Act," which would codify President Trump's Ratepayer Protection Pledge by requiring large load customers to pay for all the new generation and transmission upgrades they need. While Democrats expressed broad support for the policy, they also offered some changes, such as Rep. Paul Tonko (D-NY) arguing that the bill's 100-megawatt threshold for defining large load customers was too high and should be set at 50 MW instead. There were also disagreements on the "Fair Allocation of Interstate Rates Act" (H.R. 6336), introduced by Rep. Julie Fedorchak (R-ND), which would limit regional grid operators from allocating costs for multistate transmission¹² lines to assist with meeting another state's climate goals. Witnesses, including Whitney Muse, a

former Biden Department of Energy appointee, testified that the bill would make it harder for interregional transmission to get built, and Tom Falcone, president of the Large Public Power Council, stated that affected regions should consent before customers are assigned costs for interregional projects. Both panel members and witnesses agreed that permitting reform is needed to address the rising electricity demands and costs from data centers. The hearing reflects a growing sense of urgency to address rising electricity prices.

3. House Passes Geothermal Bill

On April 23, the House passed the Harnessing Energy at Thermal Sources (HEATS) Act (H.R. 5587) by a vote of 231-186. The bill, sponsored by Reps. Young Kim (R-CA) and Adam Gray (D-CA), would exempt geothermal projects on state and private land from federal drilling permit requirements, if the project has received a state permit and if the federal government owns less than half of the subsurface resources. Reps. Kim and Gray argue **that the bill will reduce energy prices and increase geothermal energy production by eliminating permitting regulations**. Opponents of the bill, including House Natural Resources Ranking Member Jared Huffman (D-CA), argue that the legislation goes too far in limiting environmental scrutiny, and that good geothermal projects would not need such a waiver from reviews. There is currently no companion bill to H.R. 5587 in the Senate. In 2024, a previous version of the HEATS Act passed the House but stalled in the Senate.

ADMINISTRATIVE ACTIONS

4. President's Budget Request Released; Cabinet Testifies before Congress

On April 3, President Trump released his FY27 budget request, providing insight into the administration's priorities and formally beginning the process by which Congress will ultimately set spending levels. Overall, the budget request would cut non-defense spending by \$73 billion, or 10% from FY26. **The administration calls for \$53.9 billion for the Department of Energy (DOE), which reflects an 11% cut from current levels for non-defense energy programs**. The Budget Request would repurpose \$15.2 billion in Infrastructure Investment and Jobs Act (IIJA) funding previously provided for renewable energy, carbon capture, and EV charging programs, and reallocate it to baseload power projects and seven AI supercomputers at national laboratories. Outside of DOE, the President's request would slash Environmental Protection Agency funding by 52% and would decrease discretionary funding for the Interior Department by 12.9%. Beyond this, **the administration is once again requesting that Congress eliminate the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Assistance Programs**, both have significant support among Capitol Hill lawmakers.

Following the release, members of the administration appeared before Congress to testify on departmental budget requests. On April 15, Energy Secretary Chris Wright testified before the House Energy and Water Appropriations Subcommittee on the administration's FY27 Department of Energy (DOE) budget request. During the hearing, Sec. Wright announced that **DOE had completed its review of over 2,200 Biden-era funding awards targeted for cancellation** by the Trump administration, 80% of which ultimately advanced. DOE later released the full list of retained or modified awards, which included **billions of dollars in clean energy demonstration funding, such as hydrogen and direct air capture hub projects**. Outside of this, Sec. Wright called for permitting reform, specifically calling for reforms to Section 401 of the Clean Water Act.

On April 29, Interior Secretary Doug Burgum testified before the Senate Committee on Energy and Natural Resources on the Interior Department's FY27 budget request of approximately \$15.9 billion, a roughly \$2.3 billion reduction from current levels. **Chairman Mike Lee (R-UT) and Ranking Member Martin Heinrich (D-NM) both raised the issue of permitting reform, with Sen. Lee focused on energy infrastructure timelines and Sen. Heinrich pressing Sec. Burgum on an April 21 court ruling that blocked the Interior Department's policies requiring senior officials to review all decisions made on wind and solar projects which has significantly stalled the permitting process. Sec. Burgum criticized the court's ruling, stating that the agency should be able to review any projects it chooses.** Sens. Lisa Murkowski (R-AK), Angus King (I-ME), and Catherine Cortez Masto (D-NV) each insisted that permitting reform must work for all energy sources. Sens. John Barrasso (R-WY) and Steve Daines (R-MT) pushed for faster approvals on fossil fuel and mineral projects.

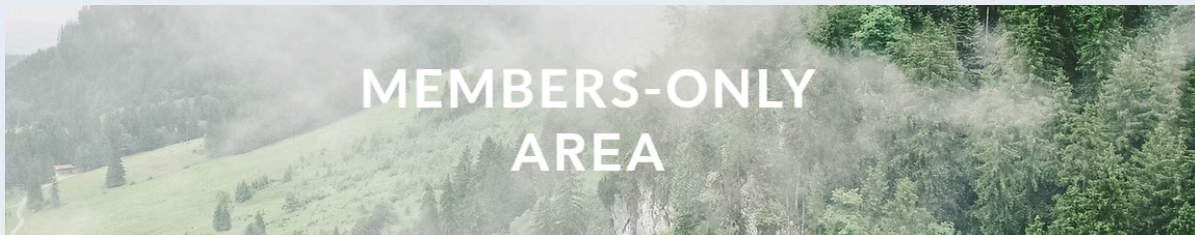
5. FERC Announces its Large Load Interconnection Timeline

On April 16, the Federal Energy Regulatory Commission (**FERC**) **announced it will act on the large load Advance Notice of Proposed Rulemaking (ANOPR) by June 2026.** The ANOPR was initiated by Energy Secretary Chris Wright in October and directs FERC to consider reforms to ensure timely, orderly, and equitable integration of large load customers, such as data centers, into the transmission grid. Since the ANOPR was issued, FERC has made several decisions associated with large load growth, such as the December order requiring PJM Interconnection to implement rules to accommodate co-located large loads, approving Southwest Power Pool's initiative to establish protocols for accelerating the interconnection of large loads, and acting on proposed tariffs and agreements for large load interconnections. FERC staff has already conducted a review of 3,500 pages of public comments under this ANOPR docket as well as engaged with stakeholders and federal agencies, which informs this timeline announcement.

Additional Resources

Log in to [**CCEA's Members-Only Portal**](#) to access:

- A detailed Members Directory
- Federal Policy Committee documents and materials (*log in to read all weekly and monthly reports, policy briefs, and additional resources*)
- CCEA's curated national CCA database (*for Terawatt members only*)



**Community Choice Energy Alliance Partners with Meguire Whitney
to Advance Federal Policy and Advocacy for CCAs**



Board of Directors Draft Meeting Minutes

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

Thursday, April 23 2026
3:30 PM

Attendance

Present

Natalie Arroyo (Alt. Director, remote, just cause, illness)	Heidi Moore-Guynup (Alt. Director, left 4:58 p.m.)
Scott Bauer (arrived 3:36 p.m.)	Elise Scafani
Carlos Diaz	Sarah Schaefer, Vice Chair
Michael Gerace, Chair	Jack Tuttle
Skip Jorgensen	Frank Wilson

No Absences

Staff and Others Present

Name	Title
Ken Beals	Information Technology Technician
Lori Biondini	Business Planning & Finance Director
Elizabeth Burks	Executive Director
Ronnie Chaussé	Interim Finance Manager
Matias Concoby	Power Resources Analyst
Nancy Diamond	Legal Counsel
Richard Engel	Power Resources Director
Forrest Novotny	Power Resources Specialist
Kristy Siino	Senior Human Resources Manager
Lori Taketa	Board Clerk
Eileen Verbeck	Deputy Executive Director

Open Session (Call to Order)

Chair Gerace called a meeting of the Board of Directors of the Redwood Coast Energy Authority to order at the above location and date at 3:33 p.m. Notice of this meeting was posted on April 17, 2026. The Chair reminded the directors of attendance responsibilities and notification procedures. Executive Director Burks invited Board members and alternates to contact her for agenda topic background information if helpful.

4. Staff Reports

4.1. Executive Director's Report

Executive Director Burks provided the following update:

- A group of directors and staff will visit the Diablo Canyon Nuclear Power Plant in May. Staff will notify interested directors of the Burney, CA, West Biofuels facility tour date pending finalized arrangements.
- The staff-level Regional Climate Action Plan group agrees on housing the RCAP Administrator position at RCEA. Discussions continue on the position's funding. Staff will ask the Board to approve the description after it is finalized.
- Budget discussions will begin at the May Board meeting.
- As of the meeting, RCEA had about 208 days' cash on hand. The Board requested notification if the reserves reached the 180-day mark so they could discuss rate changes.
- Regulatory and Legislative Intern Kyle Groben thanked the Board and staff for experiences gained while working at RCEA. Mr. Groben leaves RCEA to be the National Wildlife Federation's North Coast Offshore Wind Outreach Coordinator.

5. Consent Calendar

- 5.1. Approve Minutes of March 26, 2026, Board Meeting.
- 5.2. Accept Disbursement Report for February 2026, and Financial Reports for This Fiscal Year Through February 2026.
- 5.3. Receive Regulatory and Legislative Report.
- 5.4. Approve the Single Source Procurement of Up to 1,000 Residential Energy Efficiency Kits from AM Conservation for a Total Cost Not to Exceed \$110,000 and Authorize the Executive Director to Execute All Applicable Documents.

No member of the public nor the Board requested discussion of these items.

M/S: Moore-Guynup, Schaefer: Approve all Consent Calendar items.

The motion passed with a unanimous roll call vote. Ayes: Arroyo, Bauer, Diaz, Gerace, Jorgensen, Moore-Guynup, Scafani, Schaefer, Tuttle, F. Wilson. Noes: None. Absent: None. Abstain: None.

7. Old Business

- 7.1. Analysis of RCEA's CCE Customer Load Changes (Information only)

Power Resources Specialist Novotny and Analyst Concoby presented an analysis of RCEA's customer load showing a 19% decrease since 2021. Residential customers make up RCEA's largest load share and experienced the steepest decline. Opt-outs remain stable and did not contribute significantly to the decline. Closing of large, key electricity accounts including industrial and cannabis accounts and Humboldt's decreasing population contributed to the decreased load. Some large industrial development projects such as the Nordic Aquafarm and the offshore wind heavy lift terminal and their associated electricity load have either failed to materialize or are delayed. The board discussed how declining load impacts RCEA's financial health and procurement requirements, which are based on forecast models which assume that Humboldt's load and population will increase. The directors discussed ways to increase the electricity load in Humboldt County, including producing hydrogen through electrolysis, how to adjust RCEA's procurement requirements, and whether new housing developments will affect load. There were no public comments on this agenda item.

7.2. Sandrini Battery Storage Community Benefits Fund

Power Resources Director Engel reported on the Community Benefits Fund which was negotiated with Sandrini Solar project developer EDP Renewables when battery storage was added to the project. Director Engel shared the Community Advisory Committee's preferences for fund use. The Board discussed different scenarios for allocating the \$250,000 fund between Humboldt and Kern Counties, including a one-time disbursement as opposed to creating an endowment, and different uses for the funds, including leveraging efforts of regional groups already engaged in workforce development efforts and adding funding to customer energy-efficiency and electrification programs, particularly for income-qualified customers. The directors favored a split approach with funds going to both Kern County and Humboldt County for energy-related career and technical education, or to fund customer program incentives for lower-income residents. The directors asked staff to develop a proposal for their consideration on distributing the community benefits funds based on their discussion. There was support for more discussion on RCEA's approach to community benefits in light of future offshore wind development locally. There was no public comment on this agenda item.

8. New Business

8.1. Status of Vacant Positions as Required by AB 2561

Senior Human Resources Manager Siino reviewed current staff vacancies, recruitment activities and RCEA retention efforts as required by California Government Code Section 3502.3. Chair Gerace opened the public hearing. There was no public comment. The Chair closed the public hearing.

9. Future Agenda Items

The Board requested reports exploring strategies to increase customer electricity load in Humboldt County; potential municipalization options for RCEA and study of precedent models and cost-cutting options, and a 6-month review of RCEA's reduced-hour work week.

Closed Session

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

There were no public comments on this closed session item. The Board adjourned to closed session at 4:48 p.m. and reconvened in open session at 5:17 p.m. Chair Gerace stated there were no closed session reports and adjourned the meeting at 5:17 p.m.

Lori Taketa
Clerk of the Board

DRAFT



Staff Report

Agenda Item # 5.2

Information

Agenda Date	May 28, 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 March 2026, and Financial Reports for This Fiscal Year Through March 2026.

Attachments

1. Disbursements Report for March 1 through March 31, 2026
2. Profit & Loss Budget vs. Actual Report, July 2025 through March 2026
3. Balance Sheet as of March 31, 2026

Redwood Coast Energy Authority Disbursements Report As of March 31, 2026

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	03/02/2026	ACH	The Energy Authority	CISO022526	-140,494.79
Bill Pmt -Check	03/09/2026	ACH	The Energy Authority	CISO030426-FEB26	-101,912.57
Liability Check	03/13/2026	ACH	Ascensus	3/13/2026 Payroll	-14,192.77
Liability Check	03/13/2026	ACH	Ascensus	3/13/2026 Payroll	-16,086.11
Liability Check	03/13/2026	ACH	EDD	3/13/2026 Payroll	-8,596.17
Liability Check	03/13/2026	ACH	Internal Revenue Service	3/13/2026 Payroll	-37,138.90
Bill Pmt -Check	03/13/2026	ACH	CA Community Power	Tumbleweed PPSA Operating Account	-183,262.50
Bill Pmt -Check	03/13/2026	ACH	EDPR CA Solar Park LLC II	Feb 2026 Contract Energy	-526,078.08
Bill Pmt -Check	03/13/2026	ACH	Frontier Energy, Inc.	NREN Program Support	-81,043.25
Bill Pmt -Check	03/13/2026	ACH	Humboldt Sawmill Co.	Feb 2026 Electricity Charge	-431,848.47
Bill Pmt -Check	03/13/2026	ACH	Leapfrog Power, Inc	Feb 2026 RA	-36,740.00
Bill Pmt -Check	03/13/2026	ACH	PG&E Voluntary Allocation	Nov 2025 VA Long term & Short term	-70,565.30
Bill Pmt -Check	03/13/2026	ACH	SMUD	NREN Res Needs Assess- 11/1/26-1/31/26	-2,090.00
Bill Pmt -Check	03/13/2026	ACH	Snow Mountain Hydro, LLC	Feb 2026 Electricity	-65,974.09
Bill Pmt -Check	03/13/2026	ACH	Sonoma Clean Power Authority	Feb 2026 Flex RA	-261,000.00
Bill Pmt -Check	03/13/2026	ACH	Wex Health, Inc	Monthly COBRA Payment	-30.84
Bill Pmt -Check	03/13/2026	WIRE	Foster Clean Power A, LLC	Feb 2026 Contract Energy	-15,969.73
Bill Pmt -Check	03/13/2026	WIRE	Foster Clean Power B, LLC	Feb 2026 Contract Energy	-22,416.68
Bill Pmt -Check	03/13/2026	WIRE	USDA	Loan Payment Q1- 2026	-95,299.92
Check	03/13/2026	22201	NEM Customer	2026 NEM Term Account Closeout	-170.81
Check	03/13/2026	22202	NEM Customer	2026 NEM Cashout	-180.47
Check	03/13/2026	22203	NEM Customer	VOID: 2026 NEM Cashout	0.00
Check	03/13/2026	22204-11	NEM Customer	2026 NEM Cashouts	-393.26
Check	03/13/2026	22212	NREN Customer	Rebate NREN Heat Pump HVAC	-900.00
Check	03/13/2026	22213	NREN Customer	Rebate NREN Heat Pump HVAC	-1,800.00
Check	03/13/2026	22214	NREN Customer	Rebate NREN Heat Pump HVAC & Equipment	-3,452.50
Check	03/13/2026	22215	NREN Customer	Rebate NREN Equipment Res	-100.00
Check	03/13/2026	22216	NREN Customer	Rebate NREN Equipment Res	-1,000.00
Check	03/13/2026	22217	NREN Customer	Rebate NREN Equipment Res	-250.00
Check	03/13/2026	22218	NREN Customer	Rebate NREN Equipment Res	-400.00
Check	03/13/2026	22219	NREN Customer	Rebate NREN Equipment Res	-1,000.00
Check	03/13/2026	22220	NREN Customer	Rebate NREN Equipment Res	-100.00
Bill Pmt -Check	03/13/2026	22221	Adventures Edge	Mar 2026: 1 E-Bike Voucher	-400.00
Bill Pmt -Check	03/13/2026	22222	AM Conservation Group, Inc.	NREN Res Kits- RCEA Qty. 28	-2,928.64
Bill Pmt -Check	03/13/2026	22223	Amazon.com	Monthly billing - Feb 2026	-271.35
Bill Pmt -Check	03/13/2026	22224	AT&T	RCAM charges - 3/1/26-3/31/26	-657.62
Bill Pmt -Check	03/13/2026	22225	AT&T	RCAM router - 01/19-02/18/26	-163.00
Bill Pmt -Check	03/13/2026	22226	Braun Blaising & Wynne, P.C.	Legal: Regulatory & Procurement -Jan 2026	-2,226.56
Bill Pmt -Check	03/13/2026	22227	City of Arcata	Jan 2026 Excessive Electricity Use Tax	-4,233.40
Bill Pmt -Check	03/13/2026	22228	City of Arcata	Jan 2026 Utility User Tax	-15,375.83
Bill Pmt -Check	03/13/2026	22229	City of Eureka-Water	917 & 633 3rd. St. 01/28/26-02/25/26	-375.72
Bill Pmt -Check	03/13/2026	22230	City of Eureka - Wharfinger&NEM	Venue Rental: Wharfinger- staff mtg 6/4/26	-370.00
Bill Pmt -Check	03/13/2026	22231	CPH Sponsored Programs Foundation	Dec 25- Jan 26 Task Orders - RCAM	-13,238.80
Bill Pmt -Check	03/13/2026	22232	Dell Marketing L.P. c/o Dell USA L.P.	IT Equipment	-8,656.11
Bill Pmt -Check	03/13/2026	22233	Donald Dame	CCE Consulting services- Feb 2026	-232.75
Bill Pmt -Check	03/13/2026	22234	EAN Services, LLC	Car rental- various	-213.14
Bill Pmt -Check	03/13/2026	22235	Engel, R.	Per Diem Meals: CC Power Procurement Mtg	-161.00
Bill Pmt -Check	03/13/2026	22236	Eureka Rubber Stamp	Engraving Service	-20.30

Redwood Coast Energy Authority Disbursements Report As of March 31, 2026

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	03/13/2026	22237	Gwynn, J.	Per Diem Meals: CC Power Procurement Mtg	-161.00
Bill Pmt -Check	03/13/2026	22238	Humboldt Bay Coffee Co.	Office Coffee- 633 3rd St.	-64.10
Bill Pmt -Check	03/13/2026	22239	Humboldt Builders' Exchange	Trades Day Silver Level Sponsorship	-1,000.00
Bill Pmt -Check	03/13/2026	22240	Jacobson Lawyers Group, PLLC	Litigation analysis: thru 2/28/26	-210.00
Bill Pmt -Check	03/13/2026	22241	Law Offices of Nancy Diamond	Feb 2026 Legal Services	-7,028.00
Bill Pmt -Check	03/13/2026	22242	North Coast Cleaning Services, Inc.	Feb 2026 Office Cleaning	-1,090.00
Bill Pmt -Check	03/13/2026	22243	Optimum Business-633	633 3rd St: Phone & Internet 03/1/26-03/31/26	-1,103.42
Bill Pmt -Check	03/13/2026	22244	PG&E- EV	Maple Ln Garberville: 1/2/26-2/25/26	-61.21
Bill Pmt -Check	03/13/2026	22245	PG&E-Office Utility	1/14-2/12/26 utilities for 633 3rd Street	-1,534.49
Bill Pmt -Check	03/13/2026	22246	PG&E - ACV- 6674-0	Jan 2026 RCAM utilities	-254.72
Bill Pmt -Check	03/13/2026	22247	Quest	Veeam Data Platform Essentials 3/7/26-3/6/27	-376.00
Bill Pmt -Check	03/13/2026	22248	Rennie, J	Mileage reimbursement - Feb 2026	-70.33
Bill Pmt -Check	03/13/2026	22249	Rise Energy	RCAM electrical maintenance	-1,125.00
Bill Pmt -Check	03/13/2026	22250	Special District Risk Management P&L	Additional Insured certs and added property	-98.50
Bill Pmt -Check	03/13/2026	22251	Stephens Electrical, Inc	Feb 2026 Remote Fire Station Design/Build	-20,122.28
Bill Pmt -Check	03/13/2026	22252	Taketa, L.	Purchase Reimbursement	-78.01
Bill Pmt -Check	03/13/2026	22253	Times Printing Company	Feb 2026 Mailers	-1,625.48
Paycheck	03/13/2026	ACH	Employees	Payroll	-88,885.72
Bill Pmt -Check	03/16/2026	ACH	The Energy Authority	CISO031126-FEB26	-78,387.13
Bill Pmt -Check	03/16/2026	ACH	The Energy Authority	Monthly TEA Invoice #TEA22026 Feb 2026	-1,305,521.07
Check	03/17/2026	ACH	VISA- Commercial Card	Payment for Statement Date 2/31/26	-9,951.90
Check	03/20/2026	Debit	Columbia Bank	Service Charge	-208.32
Check	03/20/2026	Debit	Columbia Bank	Service Charge	-256.58
Bill Pmt -Check	03/23/2026	ACH	The Energy Authority	CISO031826	-14,005.55
Liability Check	03/27/2026	ACH	Ascensus	3/27/26 Payroll	-14,024.13
Liability Check	03/27/2026	ACH	Ascensus	3/27/26 Payroll	-15,940.27
Liability Check	03/27/2026	ACH	CICCS Coalition for Controlling Insurance	March 2026 Premiums	-68.68
Liability Check	03/27/2026	ACH	Colonial Life	April 2026 Premiums	-3,598.89
Liability Check	03/27/2026	ACH	EDD	3/27/26	-8,367.59
Liability Check	03/27/2026	ACH	Internal Revenue Service	3/27/26 Payroll	-36,347.72
Liability Check	03/27/2026	ACH	Keenan	April 2026 Premiums	-53,724.51
Liability Check	03/27/2026	ACH	Principal Life Insurance Company	April 2026 Premums	-122.16
Bill Pmt -Check	03/27/2026	ACH	CalCCA	Advance Expense Reimb. GRC & ERRA	-4,851.34
Bill Pmt -Check	03/27/2026	ACH	CalPine Corporation	Feb 2026 Data Management	-68,414.32
Bill Pmt -Check	03/27/2026	ACH	Frontier Energy, Inc.	NREN Support Services	-66,749.75
Bill Pmt -Check	03/27/2026	ACH	John Winzler	Office Lease - 633 3rd St.	-8,144.97
Bill Pmt -Check	03/27/2026	ACH	Sandrini BESS Storage LLC	Battery Storage contract	-1,201,085.65
Bill Pmt -Check	03/27/2026	ACH	SMUD	NREN Res needs assess- 2/1/26-2/28/26	-11,990.00
Liability Check	03/27/2026	22254	Ameritas Life Insurance Corp.- Vision	April 2026 Premiums	-503.80
Liability Check	03/27/2026	22255	Ameritas Life Insurance Corp. - Dental	April 2026 Premiums	-3,041.36
Check	03/27/2026	22256	NEM Customer	NEM Closeout 2025- reissue	-384.63
Check	03/27/2026	22257	NEM Customer	2026 NEM Cashout	-172.36
Check	03/27/2026	22258	NREN Customer	Rebate NREN Equipment Residential	-1,000.00
Check	03/27/2026	22259	NREN Customer	Rebate NREN Equipment Residential	-1,000.00
Check	03/27/2026	22260	NREN Customer	Rebate NREN Equipment Residential	-100.00
Check	03/27/2026	22261	NREN Customer	VOID: Rebate NREN Equipment Residential	0.00
Check	03/27/2026	22262	NREN Customer	Rebate NREN Equipment Residential	-100.00
Check	03/27/2026	22263	NREN Customer	Rebate NREN Equipment Residential	-250.00

Redwood Coast Energy Authority Disbursements Report As of March 31, 2026

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -Check	03/27/2026	22264	Advanced Security Systems	04/01-6/30/26 Security Monitoring	-285.00
Bill Pmt -Check	03/27/2026	22265	Alber's Tractor and Ag Work	Mowing services for ACV solar site	-1,200.00
Bill Pmt -Check	03/27/2026	22266	AT&T	RCAM charges: 03/07-04/06/26	-331.95
Bill Pmt -Check	03/27/2026	22267	Bithell, M.	March 2026 Mileage Reimb.	-63.80
Bill Pmt -Check	03/27/2026	22268	Burks, E.	Reimbursement for lodging: CA Rountable	-203.00
Bill Pmt -Check	03/27/2026	22269	Carter Properties	917 3rd Street Office Lease - April 2026	-2,450.00
Bill Pmt -Check	03/27/2026	22270	City of Arcata	Feb 2026 Excessive Electricity Use Tax	-2,807.24
Bill Pmt -Check	03/27/2026	22271	City of Arcata	Feb 2026 Utility User Tax	-11,768.84
Bill Pmt -Check	03/27/2026	22272	City of Eureka - Wharfinger&NEM	Venue Rental: Wharfinger- staff mtg 4/8/26	-255.00
Bill Pmt -Check	03/27/2026	22273	Eureka Humboldt Fire Extinguisher Co. Inc	March 2026 Annual Check	-278.00
Bill Pmt -Check	03/27/2026	22274	Humboldt Bay Coffee Co.	Office Coffee- 917 3rd St.	-34.55
Bill Pmt -Check	03/27/2026	22275	Humboldt HyCycle	March 2026: 4 E-Bike Vouchers	-1,800.00
Bill Pmt -Check	03/27/2026	22276	iPROMOTEu.com, Inc	RCEA Promo: Qty 100 carpenter pencils	-230.38
Bill Pmt -Check	03/27/2026	22277	Kilowatt Engineering, Inc.	NREN Program Support Feb 2026	-6,637.50
Bill Pmt -Check	03/27/2026	22278	Mission Linen & Uniform Service	March 2026 janitorial services/supplies	-390.31
Bill Pmt -Check	03/27/2026	22279	NewGen Strategies and Solutions, LLC	Cost of Service & Rate Design thru 03/15/25	-11,310.00
Bill Pmt -Check	03/27/2026	22280	NYLEX.net, Inc.	Onsite network support services - Apr 2026	-4,909.00
Bill Pmt -Check	03/27/2026	22281	Pacific Paper Company	Office supplies	-40.97
Bill Pmt -Check	03/27/2026	22282	PG&E- EV	Feb 2026 EVSE	-1,745.57
Bill Pmt -Check	03/27/2026	22283	PG&E-Office Utility	02/05-03/8/2026 utilities for 917 3rd Street	-554.43
Bill Pmt -Check	03/27/2026	22284	PG&E - ACV- 6674-0	RCAM 2/02/26- 3/01/26 Delivery charges	-180.60
Bill Pmt -Check	03/27/2026	22285	Ubeo Business Services	633+ 917 3rd St Printer Charges: 2/06-03/05/26	-213.08
Paycheck	03/27/2026	ACH	Employees	Payroll	-87,510.22
Bill Pmt -Check	03/30/2026	ACH	The Energy Authority	CISO032526-MAR26	-51,859.31
TOTAL					<u><u>-5,390,271.12</u></u>

Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
July 2025 through March 2026

	<u>Jul '25 - Mar 26</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Total 4 GRANTS AND DONATIONS	2,500.00	1,887.00	132.49%
5 REVENUE EARNED			
Total 5000 · Revenue - government agencies	6,035,302.09	11,086,774.00	54.44%
Total 5100 · Revenue - program related	757,064.31	577,000.00	131.21%
Total 5300 · Revenue - Interest Earned	972,123.22	500,000.00	194.43%
Total 5400 · Revenue-nongovernment agencies	357,632.54	425,000.00	84.15%
Total 5500 · Revenue - Electricity Sales	<u>47,197,025.88</u>	<u>55,895,669.00</u>	<u>84.44%</u>
Total 5 REVENUE EARNED	<u>55,319,148.04</u>	<u>68,484,443.00</u>	<u>80.78%</u>
Total Income	<u>55,321,648.04</u>	<u>68,486,330.00</u>	<u>80.78%</u>
Gross Profit	55,321,648.04	68,486,330.00	80.78%
Expense			
Total 6 WHOLESALE POWER SUPPLY	34,928,055.16	49,327,598.00	70.81%
Total 7 PERSONNEL EXPENSES	3,906,862.69	5,364,096.00	72.83%
Total 8.1 FACILITIES AND OPERATIONS	879,047.69	1,773,801.00	49.56%
Total 8.2 COMMUNICATIONS AND OUTREACH	159,325.46	291,246.00	54.71%
8.4 PROFESSIONAL & PROGRAM SRVS			
8400 · Regulatory	108,123.09	150,000.00	72.08%
8410 · Contracts - Program Related Ser			
8414 · CC Power Projects	256,661.52	390,632.00	65.7%
8415 · NREN Partner Payments	3,015,802.90	3,149,471.00	95.76%
8410 · Contracts - Program Related Ser - Other	<u>1,419,023.12</u>	<u>3,334,594.00</u>	<u>42.56%</u>
Total 8410 · Contracts - Program Related Ser	4,691,487.54	6,874,697.00	68.24%
8420 · Accounting	197,356.40	228,000.00	86.56%
8430 · Legal	139,118.02	249,000.00	55.87%
8450 · Wholesale Services - TEA	826,738.69	1,077,248.00	76.75%
8460 · Procurement Credit - TEA	108,193.62	143,178.00	75.57%
8470 · Data Management - Calpine	614,890.15	779,435.00	78.89%
8480 · Customer Billing - PG&E	<u>196,871.22</u>	<u>256,634.00</u>	<u>76.71%</u>
Total 8.4 PROFESSIONAL & PROGRAM SRVS	6,882,778.73	9,758,192.00	70.53%
Total 8.6 INCENTIVES & REBATES	<u>253,091.78</u>	<u>1,682,655.00</u>	<u>15.04%</u>
Total 9 NON OPERATING COSTS	<u>88,234.54</u>	<u>129,200.00</u>	<u>68.29%</u>
Total Expense	<u>47,097,396.05</u>	<u>68,326,788.00</u>	<u>68.93%</u>
Net Ordinary Income	<u>8,224,251.99</u>	<u>159,542.00</u>	<u>5,154.91%</u>
Net Income	<u><u>8,224,251.99</u></u>	<u><u>159,542.00</u></u>	<u><u>5,154.91%</u></u>

Redwood Coast Energy Authority
Balance Sheet
As of March 31, 2026

	Mar 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1060 · Umpqua Checking Acct 0560	1,158,626.74
1071 · Umpqua Deposit Cntrol Acct 8215	5,740,978.01
1075 · Umpqua Reserve Account 2300	28,076,565.29
1077 · JP Morgan Chase Act 74999	386,207.84
1078 · CA CLASS Reserve Fund 0001	13,359,859.26
Total Checking/Savings	48,722,537.14
Total Accounts Receivable	254,704.77
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-9,232,356.52
1103 · Electricity Receivable	15,402,264.14
1120 · Inventory Asset	21,822.24
1205 · Prepaid Insurance	-3,500.88
1210 · Retentions Receivable	110,033.92
Total Other Current Assets	6,298,262.90
Total Current Assets	55,275,504.81
Total Fixed Assets	10,436,617.82
Other Assets	
1700 · Security Deposits	795,442.95
1800 · Deferred Outflow of Resources	196,000.00
Total Other Assets	991,442.95
TOTAL ASSETS	66,703,565.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	4,293,906.02
Total Credit Cards	21,154.94
Other Current Liabilities	
2002 · Deposits Refundable	1,573,220.01
2011 · NEM Escrow Liability	398,318.37
2013 · Unearned Revenue	6,560,665.83
Total 2100 · Payroll Liabilities	238,652.54
Total 2200 · Accrued Expenses	9,131.55
Total Other Current Liabilities	8,779,988.30
Total Current Liabilities	13,095,049.26
Total Long Term Liabilities	5,654,458.96
Total Liabilities	18,749,508.22
Equity	
3900 · Fund Balance	39,729,805.37
Net Income	8,224,251.99
Total Equity	47,954,057.36
TOTAL LIABILITIES & EQUITY	66,703,565.58



Staff Report

Agenda Item # 5.3

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Elizabeth Burks, Executive Director
Subject	Annual Dues and Participation Costs for California Community Power

Background

RCEA is a member of California Community Power (CC Power), a California joint powers agency comprised of Community Choice Aggregators (CCAs). CC Power “allows its member CCAs to combine their buying power to procure new, cost-effective clean energy and reliability resources to continue advancing local and state climate goals.” CC Power General and Administrative costs (G&A) are shared evenly by the current nine members. CC Power, through a strategic planning process with the members, also plans joint actions with costs that are allocated pro-rata by load share.

Summary

The proposed CC Power G&A costs for fiscal year 2026-2027 are \$178,049 for each member, which is \$4,000 more than the contribution for the 2025-2026 fiscal year.

RCEA’s proposed share of the CC Power budget allocated for joint action is \$853,017. This includes Phase 3 (offtake and management) costs for four joint procurements to meet RCEA’s Mid-Term Reliability requirements (offset by a \$185,335 credit from unused funds this fiscal year due to project delays); Phase 2 costs for new project origination; and participation in the annual joint solicitation, training offerings, and bulk-buying market reports, as well as Phase 1 costs for exploration of alternative technologies

Alignment with RCEA’s Strategic Plan

Participation in CC Power supports RCEA’s RePower Humboldt strategic plan goals, particularly those in section 4, Energy Generation & Utility Services, which pertain to RCEA’s role as a CCA. CC Power has benefited RCEA by allowing participation in joint power procurement efforts that would have otherwise been costly and potentially completely out of reach for RCEA due to its relatively small size amongst load-serving entities.

Financial Impact



REDWOOD COAST **Energy**Authority

RCEA's share of CC Power costs are included in the draft 2026-2027 fiscal year budget under Wholesale Power Supply (CC Power Projects) and Professional and Program Services (Organizational Dues and Memberships and CC Power – Special Projects) for a total of \$845,731.

Staff Recommendation

Approve Payment of California Community Power Annual Dues of \$178,049 and Joint Action and Special Projects Participation Fees of \$667,682 for Fiscal Year 2026-27.



Staff Report

Agenda Item # 5.4

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Elizabeth Burks, Executive Director
Subject	Annual Dues Payments to California Community Choice Association

Background

RCEA has participated as a member of the California Community Choice Association (CalCCA) since 2017. CalCCA acts as an industry association for community choice aggregators (CCAs), providing support on regulatory and legislative policy matters, and as a forum for CCA staff to discuss common issues.

CalCCA scales its membership dues in proportion to each CCA's revenues. For the 2026-2027 fiscal year, RCEA's dues will be \$135,790, a 3% increase over the current year's dues.

Summary

RCEA's membership in CalCCA continues to provide important benefits. With CalCCA's leadership and coordination, CCAs have scored numerous wins in the past year that advance and defend our community-serving business model. CalCCA coordinates numerous committees and working groups in which RCEA staff participate, focusing on billing operations and customer care, regulatory and legislative matters, power procurement, coordination on compliance filings, community equity, and customer programs.

Alignment with RCEA's Strategic Plan

Participation in CalCCA supports RCEA's Board-adopted 2026 Policy Platform. This Policy Platform in turn supports RCEA's RePower Humboldt strategic plan goals, particularly those in section 4, Energy Generation & Utility Services, which pertains to RCEA's role as a CCA.

Financial Impact

CalCCA membership dues are included in the draft 2026-2027 fiscal year budget under Professional and Program Services (Organization Dues and Memberships).



Staff Recommendation

Approve Payment of California Community Choice Association Annual Dues of \$135,790 for Fiscal Year 2026-27.

Attachments

1. CalCCA Proposed FY 26-27 Dues Schedule



Redwood Coast Energy Authority

April 22, 2026

RE: California Community Choice Association Operational Membership Dues FY 2026-2027 (July 1, 2026 – June 30, 2027)

Dear Director Burks,

On March 13, 2026, the CalCCA Board unanimously approved the proposed FY 26-27 budget and corresponding changes to the Operational Membership dues methodology.

Specifically, as outlined in the table below, the Board agreed to change the metric for the dues calculation from Revenue to Load and increase the dues amount based on a percentage over the previous year. The Board also agreed to create more spread across the tier caps this year, which resulted in some tiers reducing or remaining flat compared to FY 25-26.

FY 26-27 Dues Caps	CCA Load
Tier 1: 3% Tier Increase from FY 25-26	<1,000GWh
Tier 2: \$432,600	1,000-<3,000 GWh
Tier 3: \$515,000	3,000-<5,000 GWh
Tier 4: \$540,000	5,000-<7,000 GWh
Tier 5: \$571,650	>7,000GWh

Based on this, the annual contribution for your CCA will be \$135,790 (Tier 1: 3% increase) for the upcoming fiscal year.

Quarterly payment invoices will be sent at the beginning of each fiscal year quarter (July, October, January, and April) from the CalCCA QuickBooks system to your contact(s) on file. Payments are due 30 days after receipt of the invoice.

Please do not hesitate to contact me if you have any questions or would like to discuss your membership. We sincerely appreciate your continued partnership and involvement in CalCCA as we celebrate our 10th year of operation.

Thank you,

Martha Serianz
Director of Finance and Human Resources



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Staff Report

Agenda Item # 5.5

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Lexie Perez, Contracts and Grants Manager Patricia Terry, Portfolio Lead, Northern Rural Energy Network
Subject	NREN Commercial Implementer Contract Award

Summary

On February 12, 2026, RCEA issued a Request for Proposals (RFP) seeking an Implementer to deliver retrofits of energy efficient equipment under a sub-program of the NREN Commercial Energy Efficiency program at non-residential facilities in NREN territory to meet a portion of the Program's energy savings goals. The selected Implementer will collaborate with the NREN program staff and locally based installation contractors to perform retrofits through a direct install approach. Proposals were due on Friday, April 3, 2026, and one firm, CLEAResult Consulting, Inc., submitted a complete and responsive proposal.

An evaluation committee consisting of NREN program staff representing each of the partner organizations evaluated the proposal. This evaluation committee reviewed the proposal and sent a list of questions to the respondent, who responded in a timely manner and subsequently met with NREN staff for an interview.

The evaluation committee agreed that the firm's approach at face-value addresses the rural challenges of this region and demonstrated this in their proposal, with several trade ally relationships already vetted and established and dispersed throughout NREN territory. During the interview, the committee also learned that there is an even wider contractor network than listed in the proposal and that the firm is open to further recruiting local contractors for installations. They also have extensive experience in implementing California Public Utility Commission (CPUC) Program Administrator programs. Further information gathered during the interview led the committee to agree on pursuing a contract with CLEAResult.

Staff are seeking Board approval of a Professional Services Agreement with CLEAResult Consulting, Inc. to provide Commercial Direct-Install Implementation Services across the entire NREN territory.

Background

The CPUC issued Decision D.24-09-031, effective September 26, 2024, that approves the Northern California Rural Regional Energy Network (also known as Northern Rural Energy Network or NREN) to deliver energy efficiency programs to underserved rural customers.

The NREN Commercial Energy Efficiency ("EE") Program is a comprehensive energy efficiency and electrification program that aims to reduce energy usage, peak load, and greenhouse gas emissions for



non-residential customers in the Sierra Nevada, Lake County, and North Coast rural regions, with an emphasis on serving Hard-to-Reach (HTR), disadvantaged, and underserved communities.

Equity Impacts

RENs in general, and the Northern Rural Energy Network in particular, are designed to reach customers that otherwise are not being reached by existing ratepayer-funded programs. The NREN programs will ensure that hard-to-reach, disinvested, disadvantaged, and underserved rural customers are provided with an equitable level of services and support of CPUC energy programs and are empowered to take action 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.

The Commercial EE Program will prioritize Disadvantaged Communities (DAC), underserved (as defined in a CPUC decision), and HTR non-residential customers (collectively known as “Equity customers”) throughout the entire NREN region. Before participating, each customer must be verified as meeting the hard-to-reach criteria and confirm their eligibility. The program will use a targeted marketing strategy that leverages the local expertise and community networks of trusted partners.

Alignment with RCEA’s Strategic Plan

The Commercial EE Program supports energy efficiency retrofits in commercial buildings, and therefore furthers our efforts for the following RCEA Strategic Plan strategies:

- 2.1.4 Perform Energy Assessments.
- 2.1.5 Integrate Distributed Energy Resources
- 2.2.1 Maximize the Efficiency of Buildings
- 2.2.2 Support Electrification
- 2.2.3 Increase Equipment Efficiency through Market Transformation
- 2.2.4 Promote Performance Contracting
- 2.2.5 Develop and Support Behavioral, Retro-Commissioning and Operations Programs
- 2.2.6 Promote Smart Technologies and Smart Controls

Financial Impact

This professional services agreement has a not-to-exceed budget of \$409,170. These expenses will be recovered through NREN revenue.

Staff Recommendation

Award Professional Services Agreement to CLEAResult for Commercial Direct-Install Implementation Services for the Northern Rural Energy Network for a Not-to-Exceed Value of \$409,170 and Authorize the Executive Director to Execute All Applicable Documents.



Attachments

1. Request for Proposals for Commercial Energy Efficiency Sub-Program Implementer (RFP-26-601)
2. Professional Services Agreement draft*

**The CLEAResult draft professional services agreement was not available at the time of agenda publication. A copy will be made available online at www.RedwoodEnergy.org and at RCEA offices, 633 Third Street, Eureka, CA 95501, by 5 p.m. on Wednesday, May 27, 2026.*

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Request for Proposals (RFP) for Northern California Rural Regional Energy Network

Commercial Energy Efficiency Sub-Program
Implementer

RFP-26-601



Issued by

Redwood Coast Energy Authority

www.RedwoodEnergy.org

Date Issued: Thursday February 12, 2026

Responses to this RFP due by 5:00pm PPT on
April 3, 2026, via email to

procurement@redwoodenergy.org

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SECTION I – PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority (RCEA) is soliciting proposals from qualified firms to deliver retrofits of energy efficient water heating and lighting at non-residential facilities for the Northern California Rural Regional Energy Network (aka Northern Rural Energy Network or NREN).

The NREN Commercial Energy Efficiency (“EE”) Program is a comprehensive energy efficiency and electrification program that aims to reduce energy usage, peak load, and greenhouse gas emissions for non-residential customers in the Sierra Nevada, Lake County, and North Coast rural regions, with an emphasis on serving Hard-to-Reach (HTR), disadvantaged, and underserved communities.

NREN was approved by the California Public Utilities Commission (CPUC) in late September 2024. NREN is a new California Regional Energy Network (REN) formed and implemented by four partners: the Redwood Coast Energy Authority (RCEA), Lake Area Planning Council (LAPC), Mendocino Council of Governments (MCOG), and Sierra Business Council (SBC). RCEA is the designated Lead Portfolio Administrator for the NREN.

NREN was approved by the CPUC to serve hard-to-reach (HTR) and underserved customers in 17 rural counties across the state: Alpine, Amador, Butte, Calaveras, El Dorado, Humboldt, Lake, Lassen, Mariposa, Mendocino, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, Yuba. NREN spans the territory of the investor-owned utility, Pacific, Gas & Electric Company, and three Community Choice Aggregators (CCAs): RCEA, Sonoma Clean Power, and Pioneer Clean Energy. The NREN region includes a population of approximately 1.6 million people over 29,421 square miles.

Description of Work

RCEA is seeking a qualified firm (Implementer) or team of firms to deliver retrofits of energy efficient equipment under a sub-program of the Commercial EE program (the “Program”), focusing on heat pump water heaters and lighting, at non-residential facilities in NREN territory to meet a portion of the energy savings goals of the Program. The Program and sub-program will prioritize Disadvantaged Communities (DAC), underserved¹, and HTR non-residential customers (collectively known as “Equity customers”) throughout the entire NREN region. The selected Implementer will collaborate with the appointed NREN Commercial EE Program leads or designee (“NREN Program Leads”) to deliver services through a direct install approach.

NREN staff will perform outreach for the sub-program and initial site assessments and project leads will be supplied to the Implementer. From those leads, the Implementer will identify and install energy-efficiency upgrades (lighting and heat pump water heaters) for non-residential Equity Customers. Incentive amounts for the sub-program will be finalized in collaboration with the NREN Program Leads during the program development task, utilizing the knowledge and experience of the Implementer to set rebate values that will highly incentivize participation while allowing for sub-program goals to be met within the allocated budgets.

Exhibit A – “Commercial Energy Efficiency Sub-Program Details” includes a sub-program description, including sub-budget and details on coordinating implementation with NREN staff.

¹ As defined in CPUC Decision (D.)23-06-055 section 7.2.

Teaming Partner List

RCEA is compiling a Teaming Partner List to facilitate the formation of project teams for this RFP. Proposers are encouraged to increase participation and awareness through partnerships with locally-based contractors that are headquartered in or do the majority of their work within NREN territory, utilizing either existing networks or working with NREN staff to create new ones.

The Teaming Partner List allows organizations that may wish to participate on a project to express their interest to other applicants and explore potential partnerships. If you are interested in being added to the teaming partner list and having your information shared with others, please click the following link to complete the form: [RFP-26-601 Teaming Partner List Entry Form](#).

By submitting a request to be included on the Teaming Partner List, the requesting organization consents to the publication of its contact information for the purposes of connecting potential applicants with each other. By enabling and publishing the Teaming Partner List, RCEA is not endorsing, sponsoring, or otherwise evaluating the qualifications of the individuals and organizations that are identifying themselves for placement on this Teaming Partner List. RCEA will not pay for the provision of any information, nor will it compensate any applicants or requesting organizations for the development of such information.

The Teaming Partner List will be available online at: [RFP-26-601 Teaming Partner List](#). This List will be regularly updated to reflect new teaming partners who provide their organization's information. By submitting a request to be included on the Teaming Partner List, the requesting organization consents to the publication of the information provided.

Participating on the Teaming Partner List or forming partner teams is not a requirement of this RFP, though it is encouraged to ensure sub-program implementation throughout the 17-county NREN territory.

Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	4:00 pm PPT, Friday, March 6, 2026
Teaming Partner List Submissions Due	Rolling submissions accepted through Friday, March 13, 2026
Responses to Written Questions issued via Addendum	Friday, March 13, 2026
Proposals Due	5:00 pm PPT, Friday, April 3, 2026
Proposer Interviews (as needed)	April 13 – 30, 2026
Contract Award (RCEA Board Meeting)	By Thursday, May 28, 2026

Proposal Submission

Please submit proposals by **5:00pm PPT, April 3, 2026**, electronically to procurement@redwoodenergy.org. Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

Evaluation and Selection Process

An evaluation committee will review, evaluate and rank each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP will be cause for eliminating the Proposer from further consideration.

Following initial proposal evaluation, the committee may select one or more Proposers (with or without interviews); or conduct interviews with a short-list of Proposers, consisting of those Proposers reasonably likely, in the opinion of the evaluation committee to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference or face-to-face interviews, at RCEA's sole discretion. RCEA reserves the right to not convene interviews or discussions and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

The RCEA governing Board of Directors will award the contract based on the final selection of the evaluation committee.

The evaluation criteria and weighting are as follows:

<u>Evaluation Criteria</u>	<u>Weight of Score</u>
Proposal Team's Qualifications, Experience, and Demonstration of Past Success	30
Inclusion of Local Contractor Partnerships with Project Proposal	5
Approach to Sub-Program Implementation, Schedule, and Feasibility	30
Additions, Deletions and/or Exceptions taken to the Agreement Provisions	10
Cost and fees	25
PROPOSAL REVIEW TOTAL	100
Short List Bonus Points (Only Awarded to Short-listed Proposers)	10
SHORT LIST TOTAL	110

SECTION II – PROPOSAL REQUIREMENTS

A. Content and Format of Proposal

Proposers shall submit their Proposals in PDF format and include the following items shown in this section and in the order listed:

1. Company Information

Provide Exhibit A - Firm's Business Information.

2. Qualifications and Experience

- a. Narrative: Provide a Qualifications and Experience Narrative that addresses the following (No more than 5 pages):
 - i) The proposal team's experience delivering or coordinating the work associated with non-residential sector and/or small-to-medium business programs, including the number of years of experience, types and sizes of clients and approximate number of clients.
 - ii) The proposal team's experience working with Regional Energy Networks ("RENs"), California Investor-Owned Utilities and/or California Community Choice Aggregators ("CCAs"), and municipalities within the energy regulatory landscape.
 - iii) Provide past experience working in the 17-county NREN region, including what specific regions were served.
 - iv) Provide relevant past project conversion rates.
 - v) Provide a project organization and staffing chart, including any subcontractors that will support the services.
- b. In addition to the Qualifications and Experience Narrative, provide:
 - i) Resumes of up to 7 key personnel who will be responsible for delivering the scope of work described in Section III.
 - ii) Exhibit B - List of subcontractors.

3. Proposed Approach Narrative

Provide a Proposed Approach Narrative that addresses the following:

- a. The proposed approach, methods and services to meeting the capabilities and tasks described in Section III and the collaborative approach to working with NREN.
- b. Include a schedule for pre-launch activities and sub-program milestones.
- c. Explain common implementation challenges and how your firm will work with NREN to resolve those challenges.

4. References

Provide references for three (3) current or former clients (California REN or energy utility clients preferred) for whom comparable services have been performed within the last five (5) years, with a description of the project(s), completion date(s), and approximate cost. Include the

name, mailing address, telephone number, and email address of each referenced client's principal representative.

5. Project Budget Proposal

Provide the total labor and non-labor cost for the Proposer to deliver the contemplated scope of work described in Section III – Scope of Work. See Attachment 1 for the Budget Proposal that must be filled out and included with the Proposal submission.

Budget Proposal: As presented in Attachment 1, the Budget Proposal should detail all expenses for SOW Tasks 1-4, including, as applicable:

- a. A detailed personnel-hour estimate by personnel classification for each Task.
- b. Itemized costs for all fees, separated by Task
- c. For project installation costs, be sure to separate out all project incentive dollars in the budget. Customer incentive dollars will be paid at set rates after completion of a project to the installation contractor.

Billable Labor Rates: As presented in Attachment 1, provide a schedule of Billable Labor Rates. Include an annual escalation to such fees, if applicable.

6. Agreement Provisions

The successful Proposer will work with RCEA to negotiate a contractual services agreement. However, RCEA requires that the Agreement Provisions, attached in Exhibit C, are substantively included in the agreement.

The Proposer may note any additions, deletions and/or exceptions to the Agreement Provisions by listing on a separate page 1) the specific provision proposed for revision, 2) the proposed revision, and 3) the reason for the proposed revision. Please note that proposing revisions to the Agreement Provisions is discouraged. If there are no proposed revisions, please note in this section: "There are none."

B. RFP Procedure and Requirements

Proposal Term. RCEA reserves the right to withhold award of contract for a period of ninety (90) days following the Proposal due date listed in the RFP schedule. All proposals received are considered firm for that 90-day period.

Standard Agreement. After award of contract, an execution-ready Agreement will be sent to the successful Proposer for execution within 5 business days. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal (Section II.E. Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

Requests for Information/Clarification. Any questions regarding this RFP or other pre-proposal documents must be submitted electronically to procurement@redwoodenergy.org with "RFP-25-606" in the subject line. Any and all such interpretations and any supplemental instructions will be detailed in an addendum and made publicly available no later than that date set forth in Table 1. Project Specific Dates. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

Rights Reserved. RCEA reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of RCEA and is not to be bound to accept the lowest price.

Costs and Ownership. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted shall become the property of RCEA.

Confidentiality. All proposals will be held in confidence until a contract with the successful proposer is executed or this RFP solicitation process is terminated by RCEA, whichever comes first. Thereafter, public disclosure of proposals is subject to the California Public Records Act ("PRA," Government Code §§ 7920.000). If a proposer believes any portion of their proposal is proprietary, they shall clearly mark each such page as confidential. RCEA will evaluate each claim that marked material is confidential under the PRA and make a determination in its sole discretion whether the material may be publicly disclosed.

Supplier Clearinghouse and Labor Practices. Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors 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. Proposers that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program. 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.

Discrepancies and Misunderstandings. Firms must satisfy themselves by reasonable examination of the specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No firm will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of RCEA will be clarified by RCEA in writing prior to the submission of proposals.

Proposer Licensing Requirements. If applicable, all Proposers and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.

Non-Collusion. In submitting a response to this RFP, the Proposer declares that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of RCEA is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

Ethics Standards. All Proposers and proposed subcontractors are required to follow the supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (<https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf>).

SECTION III - SCOPE OF WORK

This scope of work (“SOW”) is to be used as a general guide and is not intended to be a complete list of all work associated with this project. Proposers may suggest alternative approaches that will support the intent of the project and result in similar deliverables. RCEA reserves the right to revise or remove tasks.

This scope of work will be performed in coordination with NREN Program Leads, who are responsible for aspects of sub-program implementation that dovetail with, but not contained in, the Implementer SOW. Please review “Coordinating Implementation with NREN Staff” in Exhibit A for details about the work that NREN staff will perform.

Scope of Work

Sub-program implementation services shall consist of the following tasks:

TASK 1: SUB-PROGRAM MANAGEMENT

1.1 Kickoff Meeting - The Implementer will meet with NREN Program Leads after the contract is executed to kick off services. NREN Program Leads and Implementer will introduce their core teams that will be engaging on this work. NREN Program Leads and Implementer will discuss strategies and the proposed timeline for completing each task. The Implementer shall prepare the following information to present at Kickoff meeting:

- A Gantt chart to include sub-program design and implementation timelines, milestones, and deliverables.
- A team organizational chart.

1.2 Implementation Plan Support - The Implementer will provide information about implementation processes for NREN to include in its Implementation Plan to be submitted to the California Energy Data and Reporting System (CEDARS) per CPUC requirements. The Implementer will not be responsible for Implementation Plan development and submittal.

1.3 Attend Bi-Weekly Meetings - The Implementer will attend bi-weekly check-in meetings with NREN Program Leads.

TASK 2: SUB-PROGRAM DEVELOPMENT

2.1 Program Parameters Finalization - The Implementer will support the finalization of sub-program design by working with NREN to determine optimal incentive amounts for all regions. The Implementer will provide suggested incentive amounts for the proposed measures, with priorities placed on non-residential Equity Customers. Incentive amounts should be set to best serve rural customers and incentivize targeted businesses and potentially public agencies in all regions.

2.2 Prepare Sub-Program Work Plan - To complete the development process, NREN and the Implementer will agree on the framework for project implementation, understanding of cost by measure type, and potential for utilization of locally based contractors by region outlined in the sub-program Work Plan. The Sub-program Work Plan shall include the following:

- Eligible measures and project cost structure.
- Measure installation and verification requirements.

- Process for coordinating with other sub-program implementers of public sector programs that utilize ratepayer funding to avoid duplication.

The Implementer will not be responsible for including NREN staff tasks in the Work Plan, such as detailing customer eligibility and how customers will be identified and referred to the Implementer.

2.3 Pre-Implementation Coordination - The Implementer will provide guidance to NREN staff on project identification, including critical information to be collected during NREN-administered facility assessments and criteria indicative of likely project success.

Deliverable(s):

- 2.A.** Proposed incentive rates by measure and region
- 2.B.** Sub-program Work Plan

TASK 3: SUB-PROGRAM IMPLEMENTATION

Based on the outreach, facility assessments, and lead generation provided by NREN staff, the Implementer will be responsible for the following tasks to execute project implementation:

3.1 Lead Follow-up - For every lead provided to the Implementer by NREN, the Implementer will contact the customer. If there is no response, the Implementer will follow up a minimum of two more times with the customer and alert NREN Program Leads to the situation. If a lead is determined to not be feasible for a project, the Implementer will provide justification via monthly data reporting (Task 4.2).

3.2 Project Identification - The Implementer will develop individual project scopes for non-residential customers, identifying energy saving opportunities across the following measures:

- Lighting (LED retrofits and controls)
- Heat pump water heaters

The implementer will provide cost-benefit analysis, deemed savings estimates and incentive calculations for measures with CPUC approved measure packages, and lighting savings and incentives utilizing the Modified Lighting Calculator (MLC) or other CPUC approved custom methodology. Projects utilizing Normalized Metered Energy Consumption (NMEC) methodology for savings will require coordination with NREN’s contracted NMEC engineering consultant.

3.3 Project Implementation - During retrofit implementation, the Implementer will manage project support, including: communication with the customer regarding scope and cost proposals, contractor engagement, installation QA/QC, and EM&V documentation. The Implementer will ensure adherence to all applicable codes, permitting requirements, and incentive program rules. Contractors must adhere to all workforce standards described in the Implementation Plan, the Program Manual and other RCEA requirements.

3.4 Project Implementation Metrics - The following metrics will be tracked and reported monthly. Annual targets will be discussed and set prior to entering into a Contract, and may be adjusted annually upon written approval of NREN Program Leads.

Metric	2026 Targets	2027 Targets
Conversion Rate by Region	TBD	TBD
Total System Benefit (TSB)	TBD	TBD

Total Resource Cost (TRC)	TBD	TBD
Energy and Demand Savings	TBD	TBD
GHG Savings	TBD	TBD
HTR Percent	TBD	TBD
Number of Projects Installed	TBD	TBD

Deliverable(s):

- 3.A.** Project Scope Proposals
- 3.B.** Completed energy efficiency projects in NREN regions

TASK 4: SUB-PROGRAM DATA REPORTING AND EVALUATION

4.1 Data Tracking - Implementer will supply NREN with the following data tracking information in an agreed upon format and timeline:

- o Baseline conditions and post-installation metrics per CPUC requirements
- o Provide monthly and quarterly reports to NREN

4.2 Data Reporting - Provide NREN with monthly and quarterly project reports including progress to sub-program goals through projects completed, project metrics, and justification for leads that did not result in projects, as well as identifying challenges and proposing solutions if necessary. Ensure that all information required for CPUC reporting is provided. Ensure that all data transferred containing PII is encrypted.

Deliverable(s):

- 4.A.** Data for project tracking including all necessary customer information and project milestone dates (i.e. enrollment date, incentive reservation date, installation date, project completion date)
- 4.B.** Monthly and quarterly project reports at the individual measure level including:
 - a. Site information
 - b. GHG Savings
 - c. Energy and Demand Savings
 - d. # of Units installed
 - e. HTR Criteria
 - f. Incentives Committed
 - g. Measure information from applicable CA eTRM CPUC approved measure package

EXHIBIT A – COMMERCIAL ENERGY EFFICIENCY SUB-PROGRAM DETAILS

Sub-Program Description

NREN’s Rural Commercial Energy Efficiency provides incentives, and turnkey installation services to increase adoption of EE, and electrification projects in NREN territories. The sub-program includes targeted measures for this solicitation which include heat pump water heaters and lighting. The sub-program focuses on non-residential HTR customers throughout the 17 county NREN region. Measure savings will use a combination of measure packages from the California Electronic Technical Reference Manual (CAeTRM), calculated/custom and meter-based savings.

More details on the full Commercial EE Program can be found in the Implementation Plan here: cedars.cpuc.ca.gov/documents/download/3634/mainchange_summary%7Cmain%7Credline/

Sub-Program Overview

As noted in the Implementation Plan, the NREN Commercial EE Program is multi-faceted. It should be noted that the Program also includes an NMEC consultant to provide engineering support for potential NMEC measures (not included in this solicitation scope), as well as the potential of expanding on some measures and implementing them through NREN processes. For this solicitation, NREN plans to contract with an Implementer to focus on a sub-program for the Direct Install component of the Program for the following objectives:

- Deliver measurable energy savings for non-residential customers that fall within the NREN territory by identifying and implementing energy-efficiency upgrades focusing on lighting and heat pump water heaters.
- Prioritize underserved and hard to reach (HTR) non-residential customers.
- Implement approximately 50 Direct Install projects across the entire NREN region, with a total budget for both administration and incentives at around \$1,000,000 through the end of 2027.
- Increase program participation and awareness through localized partnerships with installation contractors.

The Commercial EE Program is funded through December 31, 2027.

Sub-Program Budget

The expected not-to-exceed direct implementation and incentives budget for

2026-2027 is \$1 million. NREN expects that at least half of this budget will be allocated towards incentive payments, with the remainder allocated towards the non-incentive components of the services being solicited in this RFP.

Coordinating Implementation with NREN Staff

It is anticipated that there will be close coordination with the NREN Program Leads. Working in close collaboration with the Implementer, NREN Program Leads will oversee the Program staff to undertake the following responsibilities:

Task 1: Sub-Program Management

1.1 Kickoff Meeting - NREN Program Leads will come prepared to the Kickoff meeting to discuss team organization, timelines, and goals, as well as provide updates and details about the Commercial EE Program.

1.2 Implementation Plan Support - NREN Program Leads will be responsible for requesting desired information from the Implementer, as well as the development and completion of the final product to be submitted.

1.3 Attend Bi-Weekly Meetings - NREN Program Leads will attend bi-weekly check in meetings.

Task 2: Sub-Program Development

2.1 Program Parameters Finalization - NREN Program Leads will collaborate with the Implementer to finalize sub-program incentive amounts by region.

After the Implementer provides guidance on incentive setting, NREN will make a final decision within one month.

2.2 Prepare Sub-Program Work Plan - NREN Program Leads will collaborate with the Implementer in the development of the Work Plan. Staff will contribute information relevant to NREN responsibilities, such as processes including, but not limited to, the following:

- Outreach and engagement to non-residential customers
- Development of outreach materials
- Performing facility assessments and project lead generation
- Incentive processing and distribution

It is expected that it will take NREN staff 1-2 months to complete its portion of the Work Plan.

2.3 Pre-Implementation Coordination - NREN Program Leads will work with the Implementer to develop facility assessment processes necessary to identify project viability. It is expected that it will take a month to complete this task.

Task 3: Sub-Program Implementation

3.1 Lead Follow-up – NREN staff will perform sub-program outreach and initial site assessments and project leads will be supplied to the Implementer.

3.2 Project Identification - NREN staff will perform the following tasks to supply the Implementer with viable projects:

- Execute an outreach strategy for engaging non-residential customers.
- Propose methods to reach tribal communities, and economically disadvantaged areas.
- Provide outreach materials as needed for each territory.

- Generate leads and support customer enrollment through on-site visits, scheduled educational services, and tabling events.
- Provide assessments to potential non-residential customers.
- Offer streamlined enrollment pathways, minimizing paperwork and administrative burden for non-residential customers.
- Communicate with implementer and, if needed, sub-contractors on a regular basis regarding leads, assessments, and other critical updates.

3.3 Project Implementation - NREN staff will support with Implementer-Customer communications as needed and will distribute incentives.

3.4 Project Implementation Metrics - NREN Program Leads will define yearly targets in collaboration with the Implementer prior to entering a Contract. NREN staff will track progress toward metric target goals using Implementer monthly reports.

Task 4: Sub-Program Data Reporting and Evaluation

4.1 Data Tracking - NREN staff will utilize an internal database to calculate important metrics identifying sub-program success .

4.2 Data Reporting - NREN staff will report quarterly sub-program data to CEDARS in compliance with CPUC guidelines.

EXHIBIT B - FIRM'S BUSINESS INFORMATION

Legal business name:	
Length of time your firm has been in business:	
Length of time at current location:	
List types and business license number(s) (if applicable):	
Names and titles of all officers of the firm:	
Is your firm a sole proprietorship doing business under a different name? If yes, please indicate sole proprietorship name and the name you are doing business under:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Federal Tax Number:	
Is your firm incorporated?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name and remittance address that will appear on invoices:	
Physical Address:	

EXHIBIT C - LIST OF SUBCONTRACTORS

Subcontractor Name: _____

Services for which Subcontractor is being used: _____

Subcontractor qualifications: _____

Subcontractor's relevant experience (attach separate page(s), as needed): _____

Subcontractor Name: _____

Services for which Subcontractor is being used: _____

Subcontractor qualifications: _____

Subcontractor's relevant experience (attach separate page(s), as needed): _____

(Attach additional sheets if more than two subcontractors are included in the proposal)

EXHIBIT D - AGREEMENT PROVISIONS

- A. Term.** Services shall commence upon the Effective Date and expire on December 31, 2027, unless earlier terminated as otherwise provided herein (“Term”). The Term of this Agreement shall automatically renew for four additional one (1) year terms. Either Party may elect to not renew the Agreement by providing written notice to the other no less than ninety (90) days prior to the annual renewal date.
- B. Hold Harmless and Indemnification.** IMPLEMENTER shall indemnify and hold harmless RCEA and its board, committees, 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 defective products, negligent or wrongful act, error or omission of IMPLEMENTER, its officers, agents, employees or sub-contractors or any entity or individual for which IMPLEMENTER shall bear legal liability in the performance of professional services under this Agreement.

IMPLEMENTER’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.

- C. Insurance.** IMPLEMENTER agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement. Failure to maintain the required insurance shall be grounds for termination of this Agreement.
1. All insurance carriers shall have an A.M. Best’s rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the IMPLEMENTER’s insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Prior to execution of the Agreement, and subsequently upon request, IMPLEMENTER shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event IMPLEMENTER subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract or agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the IMPLEMENTER ninety (90) days advance written notice.
 2. Workers’ Compensation and Employers’ Liability Insurance: IMPLEMENTER shall provide Workers’ Compensation and Employers’ Liability insurance for IMPLEMENTER’s employees and

agents to the extent required by law for workers compensation and \$1,000,000 per accident for Employer liability.

3. Commercial General Liability: IMPLEMENTER shall maintain \$1,000,000 minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
4. Business Auto: IMPLEMENTER shall maintain at a minimum \$1,000,000 business automobile insurance coverage each occurrence, including coverage for owned, non-owned and hired vehicles.

D. Independent Contractor. IMPLEMENTER shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. VENDOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between RCEA and IMPLEMENTER.

E. Assignment. Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that IMPLEMENTER may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the IMPLEMENTER in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

F. Subcontracting. IMPLEMENTER shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any subcontract work identified in this Agreement. If IMPLEMENTER shall cause any part of the Services to be performed by a subcontractor, the provisions of this Agreement shall apply to such subcontractor, and IMPLEMENTER shall be liable hereunder for all acts and negligence of the subcontractor.

G. Confidentiality

1. Confidential Information. In performing Services, IMPLEMENTER may have access to, or be provided with, or encounter Confidential Information as defined below. Unless otherwise expressly stated, IMPLEMENTER agrees such Confidential Information will strictly be used to perform Work, and IMPLEMENTER will restrict access to any Confidential Information to its Implementer Parties on a need-to-know basis and will not provide any Confidential Information to an affiliate of PG&E that produces energy or energy-related products or services.

“Confidential Information” shall mean:

- a. Personal Information as defined herein which includes, but is not limited to, NREN Customer or consumer, household information involving energy use data, billing data, account information, information relating to their facilities, equipment, processes,

products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, marketing plans, manufacturing processes or products; and

- b. information about the employees and business operations, informational or technological practices, models, trade secrets, and other related documentation or information related to the Party making the disclosure, its parent company, subsidiaries, affiliates, third parties, suppliers, contractors, and subcontractors.
 - c. “Confidential Information” does not include information that (a) was properly in the Party’s possession at the time of disclosure; (b) is or becomes publicly known through no fault of the Receiving Party; (c) was independently developed by the Receiving Party or (d) that the Disclosing Party agrees in writing is not Confidential Information.
 - d. If either Party is in doubt about whether certain information is Confidential Information, both Parties will treat such information as Confidential Information unless and until both Parties conclusively determine otherwise, considering the Parties’ respective duties.
2. Implementer Subcontractor/Sub-Processor Obligations. IMPLEMENTER agrees to notify RCEA of its Subcontractors or Sub-processors prior to providing them any Personal Information to perform Work under the Contract. IMPLEMENTER is solely responsible for requiring such Subcontractors, and/or sub-processors, to comply with and be bound by no less restrictive obligations than these Confidentiality requirements.
 3. Requirements To Return Or Destroy Confidential Information. All Confidential Information disclosed or provided by RCEA under this Agreement remains RCEA property. Unless prohibited by law or otherwise expressly stated herein, IMPLEMENTER and its Implementer Parties must return or destroy Confidential Information immediately upon RCEA’s instruction or return it promptly when the Confidential Information is no longer necessary to perform Work, which in no event the Confidential Information be retained upon the expiration or termination of this Agreement.
 4. Personal Information Use Restrictions. The Parties agree they shall not collect, use, retain or disclose personal information, as defined in California Privacy Rights Act of 2020 (CPRA, Proposition 24, amending California Civil Code 1798.100 et seq.) and modified from time to time, received, if any, under this Agreement (“Personal Information”) for any purpose other than for the specific purpose of performing its obligations under this Agreement. Personal Information shall not be sold or shared under any circumstances.
 5. Access to Confidential Information. Confidential Information obtained under this Agreement shall be for the sole purpose of carrying out the obligations under this Agreement. Each Party who receives Confidential Information will restrict access to the Confidential Information to those personnel with a need to know basis, upon which personnel must agree in writing to safeguard, handle, use and store if required, the Confidential Information with no less restrictive obligations as the requirements under this Agreement.

H. Data Protection and Cybersecurity

1. Data Retention and Destruction. RCEA-provided Confidential Information will only be retained by IMPLEMENTER for the minimum period necessary to meet IMPLEMENTER’s obligations under this Agreement. Upon termination or expiration of the Agreement, or at RCEA’s request and

option, IMPLEMENTER will destroy or return all RCEA-provided Confidential Information in IMPLEMENTER's possession, custody, and control. When destroying RCEA-provided Confidential Information, IMPLEMENTER must follow secure industry-standard destruction practices or methods expressly approved by RCEA that completely remove the data so it cannot be recovered. In the case of destruction, at the written request of RCEA, IMPLEMENTER will send a written confirmation of destruction.

2. Data Processing Restrictions.

- a. Unless otherwise provided in the Agreement or permitted under Applicable Law,
 - i. IMPLEMENTER shall not retain, process, or store RCEA-provided Confidential Information for any purpose other than performing Services;
 - ii. IMPLEMENTER shall not sell or share RCEA-provided Confidential Information; and
 - iii. IMPLEMENTER shall not combine RCEA-provided Confidential Information with other Personal Information IMPLEMENTER receives from or on behalf of another person or collects from its own interaction with consumers.
- b. Consumer Requests. IMPLEMENTER will promptly notify RCEA if it receives a request from any person made under any Applicable Law that relates to any of the RCEA-provided Confidential Information processed by IMPLEMENTER in performing the Work (a "Consumer Request"). Unless otherwise required by Applicable Law, IMPLEMENTER will not respond to a Consumer Request absent receiving and complying with RCEA's written instructions. IMPLEMENTER agrees to assist RCEA with any Consumer Requests.
- c. Cooperation with Audits and Risk Assessments. Upon RCEA's request and in accordance with Applicable Law, IMPLEMENTER will provide reasonable cooperation and not misrepresent any fact in connection with assisting RCEA's obligations to perform a cybersecurity audit, or risk assessment involving RCEA-provided Confidential Information in IMPLEMENTER's possession, control, or custody.
- d. Inability to Comply. If IMPLEMENTER determines it can no longer meet the obligations set forth in this Section, IMPLEMENTER will immediately notify RCEA in writing. Upon such notice, or upon discovery by RCEA of any non-compliance by IMPLEMENTER with this Section, RCEA may take reasonable steps to stop or remediate IMPLEMENTER's noncompliance, including termination of the Agreement, at no cost or penalty to RCEA.
- e. IMPLEMENTER Certification. IMPLEMENTER certifies that it understands the obligations and restrictions imposed in this Section and agrees to comply with Applicable Law related to its provision when processing Confidential Information required to do Services.

3. Data Security Measures. IMPLEMENTER will implement and maintain reasonable "Security Measures" that meet or exceed industry standard cybersecurity frameworks, that at a minimum shall include:

- a. Timely software, system, and equipment security updates to prevent vulnerabilities.
- b. Written information security, disaster recovery, third-party assurance auditing, and penetration testing standards.

- c. Premises password protections where Services are performed with access to RCEA-provided Confidential Information hosted by IMPLEMENTER or hosted on IMPLEMENTER's system.
- d. Encryption of any RCEA-provided Confidential Information in transit and at rest in compliance with AES-256 or equivalent encryption standard.
- e. Two-factor authentication to access RCEA systems or RCEA-provided Confidential Information on IMPLEMENTER's system.
- f. Implement commercially reasonable physical safeguards to facilities, equipment, workstations with access to RCEA systems or with equipment that hosts RCEA-provided Confidential Information and maintained by IMPLEMENTER.
- g. All RCEA-provided Confidential Information must remain and only be processed in the United States. RCEA may in its sole discretion approve in writing offshore support arrangements on a case-by-case basis.

I. Suspension, Termination

1. Suspension for Convenience. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to IMPLEMENTER. In such event, IMPLEMENTER shall perform no additional Services under this Agreement until RCEA has provided written notice to IMPLEMENTER to re-commence Services.
2. Termination for Convenience. This Agreement may be canceled at any time by RCEA upon RCEA's determination that termination is in RCEA's best interest. Termination for convenience shall be effected upon written notification to IMPLEMENTER specifying the termination date. IMPLEMENTER is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which termination occurs. IMPLEMENTER shall be entitled to no further compensation for Services performed after such date. IMPLEMENTER will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the date to cease work.
3. Termination for Cause.
 - a. *IMPLEMENTER Performance Deficiencies.* If at any time RCEA believes IMPLEMENTER may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, RCEA may provide written notice to IMPLEMENTER of IMPLEMENTER's deficiencies. In addition, RCEA may request from IMPLEMENTER written assurances of performance and a written plan to correct observed deficiencies in IMPLEMENTER's performance. IMPLEMENTER's failure to provide a written assurances and/or a written plan to correct will constitute grounds for RCEA to declare a default under this Agreement without requiring further notice to cure.
 - b. *IMPLEMENTER Breach, Cure, Default.* Except as otherwise provided in this Agreement, prior to declaring default, RCEA shall send written notice of breach to IMPLEMENTER, which shall provide an opportunity to cure such breach within ten (10) calendar days after the date of notice from RCEA. If such failure is not curable within such ten (10) day period, IMPLEMENTER shall be given the opportunity to cure the breach within such period of time as is reasonably necessary to accomplish such cure, provided that IMPLEMENTER submits to RCEA within the initial 10-day cure period a written plan

acceptable to RCEA to cure said breach, and then diligently commences and continues such cure according to the written plan.

4. **Data at Termination.** In the event of Agreement termination, IMPLEMENTER shall implement an orderly return of RCEA Data in tables in Comma Separated Values (CSV) or another mutually agreeable format using the functionality of the services at a time agreed to by the Parties. In addition, IMPLEMENTER shall ensure the subsequent secure disposal of RCEA Data by providing read-only access to the RCEA's Data for a period of 90 days after Agreement termination; and, no less than 30 days after the read-only access period, IMPLEMENTER shall erase all copies of RCEA Data so that no copy of RCEA Data remains or can be accessed or restored in any way. IMPLEMENTER shall deliver a written certificate of destruction to RCEA.

J. Supplier Ethics. IMPLEMENTER shall at all times comply with RCEA's supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (<https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf>).

K. Nondiscriminatory Employment. IMPLEMENTER shall not discriminate against any employee or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

L. Compliance with Applicable Laws. IMPLEMENTER shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.

M. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

N. CPUC Program Requirements.

1. Regulatory Compliance Requirements

IMPLEMENTER is required to adhere to the CPUC's approval decision of the NREN Program portfolio (D.24-09-031) and all applicable CPUC regulatory policies, requirements, and guidance set forth in the CPUC decisions governing Regional Energy Networks and NREN (collectively, the "CPUC Regulatory Requirements"). IMPLEMENTER may refer to the CPUC Energy Efficiency Policy Manual, last updated April 2020 and the CPUC Energy Efficiency Programs Implementation Plan Template Guidance, last updated March 2025 for guidance regarding regulatory compliance. IMPLEMENTER acknowledges that these resources are not a dynamic update of all regulatory compliance requirements and that CPUC policies and rules may be updated from time to time without notice to Implementer by RCEA or IMPLEMENTER. IMPLEMENTER is solely responsible for maintaining compliance with all program rules and policies, as may be revised from time to time. All CPUC Regulatory Requirements, changes, updates and so forth are the responsibility of the IMPLEMENTER to monitor.

2. Prevailing Wage Requirements

For some Projects, IMPLEMENTER will be required to ensure that prevailing wage and other labor requirements are complied with. EE funds may constitute a payment of public funds in

connection with construction, demolition, installation, maintenance, or repair work, and may trigger prevailing wage requirements. In general terms, if an NREN Program receives funds allocated from EE payments and the Program project includes construction, demolition, installation, maintenance, or repair work, the project may be considered a public work (as defined under Labor Code section 1720), and the installer would be required to pay prevailing wages for that labor. In accordance with state law, the IMPLEMENTER who retains subcontractors for a public work project as defined is required to ensure that the subcontractors pay not less than the specified general prevailing wage rates to all workers, including working owners and partners, employed in the execution of the contract under Labor Code Section 1770 et seq. The applicable prevailing wage rates may be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. IMPLEMENTER implementing a public work contract will also have to comply with all rules and regulations for performing work on a public work including employing registered apprentices in accordance with Labor Code Section 1777.5. IMPLEMENTER is responsible for determining the application of prevailing wage laws to their projects under their program. RCEA will not advise on the application of these labor laws to Implementer's program's individual projects.

3. Workforce Standards and Quality Installation Procedures

The NREN Program's workforce requirements in the Scope of Work shall be included in their entirety in NREN Final Program Implementation Plans (current Program Implementation Plan available here:

https://cedars.cpuc.ca.gov/documents/download/3634/mainchange_summary%7Cmain%7Credline/) that support the NREN Program outcomes and detail compliance verification.

Implementer shall, or shall cause its subcontractor to, describe:

- a. how the quality of the workforce supports program outcomes and how the NREN Program(s) will comply with this requirement;
- b. workforce standards (including any certifications, apprenticeship programs, accredited degrees or other workforce training programs) incorporated into the program to establish compliance with this requirement and why the workforce standards provide the relevant skills to support the program; and
- c. how compliance will be demonstrated throughout the program lifecycle.

Prior to commencement of Installation Services, and once per calendar year, and at any other time as may be requested by RCEA, IMPLEMENTER shall provide all documentation necessary to demonstrate to RCEA's reasonable satisfaction that IMPLEMENTER has complied with the Workforce Standards.

4. Rights To Access Customer Sites

IMPLEMENTER shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to render its Services. IMPLEMENTER shall also procure any and all access rights from its customers and other third parties to enable CPUC employees, representatives, designees and contractors to access such sites in compliance with applicable CPUC Regulatory Requirements.

5. Billing, Energy Use, And Program Tracking Data

IMPLEMENTER shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the NREN Program and Project EM&V, and sector and implementation plan metrics as determined by the CPUC, including any updates to the metric developed in the CPUC EE rulemaking, R.25-04-010.

IMPLEMENTER shall make available to RCEA upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.

IMPLEMENTER shall make available to RCEA any revisions to the program theory and logic model (“PTLM”) in each NREN Final Program Implementation Plans and results from its quality assurance procedures and comply with all EM&V requirements, including reporting of progress and evaluation metrics.

6. Incentive Payments And Program Funds

- a. **Prevention of Double Dipping.** IMPLEMENTER agrees to utilize its protocols to not permit its customers participating in the NREN Programs from using the same EE Measures for which they have already received an incentive. Double dipping occurs when a customer receives incentives or rebates, including upstream rebates, from multiple ratepayer-funded EE programs under the auspices of the CPUC for the same measure. An upstream rebate program shall mean any program in which ratepayer-funded programs pay an incentive to a product retailer or distributor to buy down the cost of the product to the end use Customer. The purpose for prevention of double dipping is to comply with CPUC D. 12-11-015, which states “... the RENs should coordinate with the utilities in their areas to ensure customers do not receive duplicate incentive payments for the same energy efficiency measure or project.” IMPLEMENTER shall develop a plan to prevent double dipping as part of the NREN Programs.
 - i. IMPLEMENTER shall not: (a) provide an incentive to a customer who has received or is receiving an incentive for the same measure offered by other ratepayer-funded rebate programs or (b) make any payment to a subcontractor who has received or is receiving any compensation for providing the same product or service either through another ratepayer-funded program, or through any other funding source unless IMPLEMENTER obtains the prior written approval from RCEA.
- b. **Program Funds Limited to PG&E Customers within NREN Service Territory.** IMPLEMENTER shall ensure that program funds are allocated only as follows: 1) The program funds must directly benefit the customers in the NREN Service Territory who receive electric or gas service from Pacific Gas & Electric Company, as shown in Exhibit D, from which the funds were collected, 2) natural gas measures, and related audit activities, may be financed with authorized funds only, and 3) electric measures, and related audit activities, may be financed with authorized funds only.
- c. RCEA will reimburse/distribute incentive payments to the Installation Contractor at the rates and in accordance with the incentive rates defined in the NREN Final Program Implementation Plans.
- d. **Incentive May Not Exceed Project Cost:** IMPLEMENTER understands that incentives paid shall not exceed the customer’s total project cost.

Note: This draft agreement was added to the agenda packet on 5/26/26.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND
CLEARRESULT CONSULTING INC.**

This Agreement is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority in California, and CLEARresult Consulting Inc., (“IMPLEMENTER”), a Texas corporation, RCEA and IMPLEMENTER are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective as of the date of last signature.

RECITALS

WHEREAS, RCEA is in need of consulting and implementer services for the Northern California Rural Regional Energy Network (“NREN”) Commercial Energy Efficiency Program.

WHEREAS, through an open and competitive process, RCEA solicited professional services proposals to deliver retrofits of energy efficient measures at non-residential facilities for NREN;

WHEREAS, IMPLEMENTER has the demonstrated qualifications, skills and training necessary to perform the services needed by RCEA, and RCEA desires to retain IMPLEMENTER to complete the said services based on the terms and conditions below.

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

1. **Contract Documents.** Contract documents consist of this Agreement, including all attachments.

2. **Scope of Services.**
 - 2.1 **Services Defined.** IMPLEMENTER agrees to perform the services as set out in Exhibit A, “Scope of Work” attached hereto and incorporated by reference (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 - 29 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -29 shall control over those in Exhibit A unless Exhibit A expressly describes otherwise.

 - 2.2 **Special Conditions.** IMPLEMENTER shall comply with all additional California Public Utilities Commission (“CPUC”) terms and conditions set forth in Exhibit C “CPUC Program Requirements”.

 - 2.3 **Materials and Equipment.** IMPLEMENTER shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing Services excepting those items specifically identified in Exhibit A.

3. **Term.** Services shall commence upon the Effective Date and expire on December 31, 2027, unless earlier terminated as otherwise provided herein (“Term”). The Term of this Agreement and the Services shall automatically renew for four additional one (1) year terms. Either Party may elect to not renew the Agreement by providing written notice to the other no less than ninety (90)

days prior to the annual renewal date.

4. Compensation, Billing and Payment.

4.1 Compensation. IMPLEMENTER shall be paid for Services on a time and materials basis, based on the rate and budget attached hereto and incorporated herein as Exhibit B, “Compensation” for a maximum amount not to exceed Four Hundred Seventy Nine Thousand Forty Eight Dollars (\$479,048.00).

4.2 Billing. IMPLEMENTER shall submit invoices no more frequently than monthly and the final bill upon completion of Services. Invoices shall contain a time summary of work performed by each person for whom charges are billed. Invoices shall be sent to RCEA, 633 3rd Street, Eureka, CA 95501, Attention: Accounting, or emailed to ap@redwoodenergy.org.

4.3 Payment. If RCEA disputes an invoice, it may withhold that portion so contested by notifying IMPLEMENTER of the nature and the amount in dispute in writing before the payment is due and shall pay the undisputed amount. RCEA may withhold all or any portion of the funds provided for by this Agreement in the event that the IMPLEMENTER has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement and such violation continues thirty (3) days after receipt of notice; or the IMPLEMENTER fails to maintain reasonable progress toward completion of the Services or any component thereof. RCEA shall make payment to IMPLEMENTER within thirty (30) working days after receipt of any undisputed invoice.

5. Standard of Care. The standard of care for all professional Services performed or furnished by IMPLEMENTER 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. IMPLEMENTER shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

6. Conflicts of Interest. IMPLEMENTER hereby warrants and represents the following:

6.1 IMPLEMENTER does not and will not participate in the making of RCEA or decisions;

6.2 For purposes of this Agreement, IMPLEMENTER is not covered by and is not subject to the California Political Reform Act (“PRA,” Government Code §§81000 - 91014); provided however, if this status changes, IMPLEMENTER shall immediately notify RCEA, disclose the conflict of interest, and disqualify itself from the making or participating in the making of the decision for which the conflict has arisen;

6.3 IMPLEMENTER does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;

6.4 In providing services to RCEA, IMPLEMENTER has not engaged in any unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration to any RCEA employees, Board members, agents, or contractors; and

6.5 IMPLEMENTER does not have a separate financial relationship with any RCEA employees that would qualify as a conflict of interest under the PRA.

6.6 IMPLEMENTER agrees to comply with RCEA’s Conflict of Interest Policy (<https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Conflict-of-Interest-Code-2024.pdf>).

7. **Hold Harmless and Indemnification.** IMPLEMENTER shall indemnify and hold harmless RCEA and its board, committees, 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 defective products, negligent or wrongful act, error or omission of IMPLEMENTER, its officers, agents, employees or sub-contractors or any entity or individual for which IMPLEMENTER shall bear legal liability in the performance of professional services under this Agreement.

IMPLEMENTER’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. **Insurance.** IMPLEMENTER agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement. Failure to maintain the required insurance shall be grounds for termination of this Agreement.

8.1 All insurance carriers shall have an A.M. Best’s rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the IMPLEMENTER’S insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, IMPLEMENTER shall furnish RCEA with certificates of insurance and endorsements of all required insurance. IMPLEMENTER will provide thirty (30) days prior written notice to RCEA of any cancellation of required insurance. In the event IMPLEMENTER subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the IMPLEMENTER ninety (90) days advance written notice.

8.2 **Workers’ Compensation and Employers’ Liability Insurance:** IMPLEMENTER shall provide Workers' Compensation and Employers’ Liability insurance for IMPLEMENTER’s employees and agents to the extent required by law for workers compensation and \$1,000,000 per accident for Employer liability.

8.3 **Commercial General Liability:** IMPLEMENTER shall maintain \$1,000,000 minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.

8.4 **Business Auto:** IMPLEMENTER shall maintain at a minimum \$1,000,000 business automobile insurance coverage each occurrence, including coverage for owned, non-owned and hired vehicles.

8.5 **Professional or Errors and Omissions Insurance.** IMPLEMENTER shall maintain such Professional or Errors and Omissions Insurance as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by IMPLEMENTER or by anyone employed by IMPLEMENTER to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.

9. **Independent Contractor.** IMPLEMENTER shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. IMPLEMENTER shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between RCEA and IMPLEMENTER.

10. **Assignment.** Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that IMPLEMENTER may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the IMPLEMENTER in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. **Subcontracting.** IMPLEMENTER shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any sub-contract work identified herein. If IMPLEMENTER shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such sub-contractor, and IMPLEMENTER shall be liable hereunder for all acts and negligence of the subcontractor.

12. **Books of Record and Audit Provisions.** The IMPLEMENTER shall maintain on a current basis complete books and records relating to this Agreement. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition, the IMPLEMENTER shall maintain detailed payroll records. These documents and records shall be retained for at least five years from the completion of this Agreement. Upon reasonable prior written notice, the IMPLEMENTER will permit RCEA to audit all books, accounts or records relating to this Agreement.

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

14. **Confidentiality.**

14.1 **Confidential Information.** In performing Services, IMPLEMENTER may have access to, or be provided with, or encounter Confidential Information as defined below. Unless otherwise expressly stated, IMPLEMENTER agrees such Confidential Information will strictly be used to perform Work, and IMPLEMENTER will restrict access to any Confidential Information to its Implementer Parties on a need-to-know basis and will not provide any Confidential

Information to any person or third party without RCEA's prior written consent.
"Confidential Information" shall mean:

- 14.1.1 Personal Information as defined herein which includes, but is not limited to, NREN Customer or consumer, household information involving energy use data, billing data, account information, information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, marketing plans, manufacturing processes or products; and
 - 14.1.2 information about the employees and business operations, informational or technological practices, models, trade secrets, and other related documentation or information related to the Party making the disclosure, its parent company, subsidiaries, affiliates, third parties, suppliers, contractors, and subcontractors.
 - 14.1.3 "Confidential Information" does not include information that (a) was properly in the Party's possession at the time of disclosure; (b) is or becomes publicly known through no fault of the Receiving Party; (c) was independently developed by the Receiving Party or (d) that the Disclosing Party agrees in writing is not Confidential Information.
 - 14.1.4 If either Party is in doubt about whether certain information is Confidential Information, both Parties will treat such information as Confidential Information unless and until both Parties conclusively determine otherwise, considering the Parties' respective duties.
- 14.2 Implementer Subcontractor/Sub-Processor Obligations. IMPLEMENTER agrees to notify RCEA of its Subcontractors or Sub-processors prior to providing them any Personal Information to perform Work under the Contract. IMPLEMENTER is solely responsible for requiring such Subcontractors, and/or sub-processors, to comply with and be bound by no less restrictive obligations than these Confidentiality requirements.
- 14.3 Requirements To Return Or Destroy Confidential Information. All Confidential Information disclosed or provided by RCEA under this Agreement remains RCEA property. Unless prohibited by law or otherwise expressly stated herein, IMPLEMENTER and its Implementer Parties must return or destroy Confidential Information immediately upon RCEA's instruction or return it promptly when the Confidential Information is no longer necessary to perform Work, which in no event the Confidential Information be retained upon the expiration or termination of this Agreement. Notwithstanding the foregoing, IMPLEMENTER may retain archival copies maintained pursuant to backup procedures or as required by law.
- 14.4 Personal Information Use Restrictions. The Parties agree they shall not collect, use, retain or disclose personal information, as defined in California Privacy Rights Act of 2020 (CPRA, Proposition 24, amending California Civil Code 1798.100 et seq.) and modified from time to time, received, if any, under this Agreement ("Personal Information") for any purpose other than for the specific purpose of performing its obligations under this Agreement. Personal Information shall not be sold or shared under any circumstances.
- 14.5 Access to Confidential Information. Confidential Information obtained under this Agreement shall be for the sole purpose of carrying out the obligations under this Agreement. Each Party

who receives Confidential Information will restrict access to the Confidential Information to those personnel with a need to know basis, upon which personnel must agree in writing to safeguard, handle, use and store if required, the Confidential Information with no less restrictive obligations as the requirements under this Agreement.

15. Data Protection and Cybersecurity

15.1 Data Retention and Destruction. RCEA-provided Confidential Information will only be retained by IMPLEMENTER for the minimum period necessary to meet IMPLEMENTER's obligations under this Agreement. Upon termination or expiration of the Agreement, or at RCEA's request and option, IMPLEMENTER will destroy or return all RCEA-provided Confidential Information in IMPLEMENTER's possession, custody, and control. When destroying RCEA-provided Confidential Information, IMPLEMENTER must follow secure industry-standard destruction practices or methods expressly approved by RCEA that completely remove the data so it cannot be recovered. In the case of destruction, at the written request of RCEA, IMPLEMENTER will send a written confirmation of destruction. Notwithstanding the foregoing, IMPLEMENTER may retain archival copies maintained pursuant to backup procedures or as required by law.

15.2 Data Processing Restrictions.

15.2.1 Unless otherwise provided in the Agreement or permitted under Applicable Law,

15.2.1.1 IMPLEMENTER shall not retain, process, or store RCEA-provided Confidential Information for any purpose other than performing Services;

15.2.1.2 IMPLEMENTER shall not sell or share RCEA-provided Confidential Information; and

15.2.1.3 IMPLEMENTER shall not combine RCEA-provided Confidential Information with other Personal Information IMPLEMENTER receives from or on behalf of another person or collects from its own interaction with consumers.

15.2.2 Consumer Requests. IMPLEMENTER will promptly notify RCEA if it receives a request from any person made under any Applicable Law that relates to any of the RCEA-provided Confidential Information processed by IMPLEMENTER in performing the Work (a "Consumer Request"). Unless otherwise required by Applicable Law, IMPLEMENTER will not respond to a Consumer Request absent receiving and complying with RCEA's written instructions. IMPLEMENTER agrees to assist RCEA with any Consumer Requests.

15.2.3 Cooperation with Audits and Risk Assessments. Upon RCEA's request and in accordance with Applicable Law, IMPLEMENTER will provide reasonable cooperation and not misrepresent any fact in connection with assisting RCEA's obligations to perform a cybersecurity audit, or risk assessment involving RCEA-provided Confidential Information in IMPLEMENTER's possession, control, or custody.

15.2.4 Inability to Comply. If IMPLEMENTER determines it can no longer meet the obligations set forth in this Section, IMPLEMENTER will immediately notify

RCEA in writing. Upon such notice, or upon discovery by RCEA of any non-compliance by IMPLEMENTER with this Section, RCEA may take reasonable steps to stop or remediate IMPLEMENTER's noncompliance, including termination of the Agreement, at no cost or penalty to RCEA.

15.2.5 **IMPLEMENTER Certification.** IMPLEMENTER certifies that it understands the obligations and restrictions imposed in this Section and agrees to comply with Applicable Law related to its provision when processing Confidential Information required to do Services.

15.3 **Data Security Measures.** IMPLEMENTER will implement and maintain reasonable "Security Measures" that meet or exceed industry standard cybersecurity frameworks, that at a minimum shall include:

15.3.1 Timely software, system, and equipment security updates to prevent vulnerabilities.

15.3.2 Written information security, disaster recovery, third-party assurance auditing, and penetration testing standards.

15.3.3 Premises password protections where Services are performed with access to RCEA-provided Confidential Information hosted by IMPLEMENTER or hosted on IMPLEMENTER's system.

15.3.4 Encryption of any RCEA-provided Confidential Information in transit and at rest in compliance with AES-256 or equivalent encryption standard.

15.3.5 Two-factor authentication to access RCEA systems or RCEA-provided Confidential Information on IMPLEMENTER's system.

15.3.6 Implement commercially reasonable physical safeguards to facilities, equipment, workstations with access to RCEA systems or with equipment that hosts RCEA-provided Confidential Information and maintained by IMPLEMENTER.

15.3.7 All RCEA-provided Confidential Information must remain and only be processed in the United States. RCEA may in its sole discretion approve in writing offshore support arrangements on a case-by-case basis.

16. **Supplier Ethics.** IMPLEMENTER shall at all times comply with RCEA's supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (<https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf>).

17. **Nondiscriminatory Employment.** IMPLEMENTER shall not discriminate against any employee or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. **Entirety of Contract.** This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

19. **Amendment.** No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

20. **Suspension, Termination**

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

20.2 **Termination for Convenience.** This Agreement may be canceled at any time by RCEA upon RCEA's determination that termination is in RCEA's best interest. Termination for convenience shall be effected upon written notification to IMPLEMENTER specifying the termination date. IMPLEMENTER is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which termination occurs. IMPLEMENTER shall be entitled to no further compensation for Services performed after such date. IMPLEMENTER will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the date to cease work.

20.3 **Termination for Cause.**

20.3.1 **IMPLEMENTER Performance Deficiencies.** If at any time RCEA believes IMPLEMENTER may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, RCEA may provide written notice to IMPLEMENTER of IMPLEMENTER's deficiencies. In addition, RCEA may request from IMPLEMENTER written assurances of performance and a written plan to correct observed deficiencies in IMPLEMENTER's performance. IMPLEMENTER's failure to provide a written assurances and/or a written plan to correct will constitute grounds for RCEA to declare a default under this Agreement without requiring further notice to cure.

20.3.2 **Breach, Cure, Default.** Except as otherwise provided in this Agreement, prior to declaring default, the non-defaulting Party shall send written notice of breach to the defaulting Party, which shall provide an opportunity to cure such breach within thirty (30) calendar days after the date of notice from the non-defaulting Party. If such failure is not curable within such thirty (30) day period, the defaulting Party shall be given the opportunity to cure the breach within such period of time as is reasonably necessary to accomplish such cure, provided that the defaulting Party submits to the non-defaulting Party within the initial 10-day cure period a written plan acceptable to the non-defaulting Party to cure said breach, and then diligently commences and continues such cure according to the written plan.

20.4 **Data at Termination.** In the event of Agreement termination, IMPLEMENTER shall implement an orderly return of RCEA Data in tables in Comma Separated Values (CSV) or another mutually agreeable format using the functionality of the services at a time agreed to by the Parties. In addition, IMPLEMENTER shall ensure the subsequent secure disposal of RCEA Data by providing read-only access to the RCEA's Data for a period of 90 days after

Agreement termination; and, no less than 30 days after the read-only access period, IMPLEMENTER shall erase all copies of RCEA Data so that no copy of RCEA Data remains or can be accessed or restored in any way. IMPLEMENTER shall deliver a written certificate of destruction to RCEA. Notwithstanding the foregoing, IMPLEMENTER may retain archival copies maintained pursuant to backup procedures or as required by law.

21. **Designation of Representative.** IMPLEMENTER and RCEA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either Party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other Party.

22. **Notices**

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

Notices shall be given to RCEA at the following address:

Lori Biondini, Director of Business Planning and Finance
Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Notices shall be given to IMPLEMENTER at the following address:

CLEARResult
Attn: Legal Department
2000 SW First Ave, Suite 220
Portland, OR 97201
Email: [REDACTED]

23. **Compliance with Applicable Laws.** The IMPLEMENTER shall perform the services required by this Agreement in compliance with any and all applicable federal, state and local laws affecting the Services covered by this Agreement, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; worker's compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

24. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

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

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

27. **Waiver**. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
28. **Authority**. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
29. **Counterpart Signatures**. This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

(signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date and year first hereinabove written.

RCEA:

IMPLEMENTER:

Elizabeth Burks, Executive Director
Redwood Coast Energy Authority

Brooke Landon, Vice President
CLEAResult Consulting Inc.

Date: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

IMPLEMENTER agrees to perform the following services for RCEA:

TASK 1: SUB-PROGRAM MANAGEMENT

1.1 Kickoff Meeting - The Implementer will meet with NREN Program Leads after the contract is executed to kick off services. NREN Program Leads and IMPLEMENTER will introduce their core teams that will be engaging on this work. NREN Program Leads and IMPLEMENTER will discuss strategies and the proposed timeline for completing each task. The IMPLEMENTER shall prepare the following information to present at Kickoff meeting:

- A Gantt chart to include sub-program design and implementation timelines, milestones, and deliverables.
- A team organizational chart.

1.2 Implementation Plan Support - The IMPLEMENTER will provide information about implementation processes for NREN to include in its Implementation Plan to be submitted to the California Energy Data and Reporting System (CEDARS) per CPUC requirements. The IMPLEMENTER will not be responsible for Implementation Plan development and submittal.

1.3 Attend Bi-Weekly Meetings - The IMPLEMENTER will attend check-in meetings every other week with NREN Program Leads.

TASK 2: SUB-PROGRAM DEVELOPMENT

2.1 Program Parameters Finalization - The IMPLEMENTER will support the finalization of sub-program design by working with NREN to determine optimal incentive amounts for all regions. The IMPLEMENTER will provide suggested incentive amounts for the proposed measures, with priorities placed on non-residential Equity Customers. Incentive amounts should be set to best serve rural customers and incentivize targeted businesses and potentially public agencies in all regions.

2.2 Prepare Sub-Program Work Plan - To complete the development process, NREN and the IMPLEMENTER will agree on the framework for project implementation, understanding of cost by measure type, and potential for utilization of locally based contractors by region outlined in the sub-program Work Plan. The Sub-program Work Plan shall include the following:

- Eligible measures and project cost structure.
- Measure installation and verification requirements.
- Process for coordinating with other sub-program implementers of public sector programs that utilize ratepayer funding to avoid duplication.

The IMPLEMENTER will not be responsible for including NREN staff tasks in the Work Plan, such as detailing customer eligibility and how customers will be identified and referred to the IMPLEMENTER.

2.3 Pre-Implementation Coordination - The IMPLEMENTER will provide guidance to NREN staff on project identification, including critical information to be collected during NREN-administered facility assessments and criteria indicative of likely project success.

Deliverable(s):

2.A. Proposed incentive rates by measure and region

2.B. Sub-program Work Plan

- 2.C. Where projects involve interacting systems or where whole-building impacts are more appropriate, IMPLEMENTER will coordinate with the NREN-selected Normalized Metered Energy Consumption (NMEC) engineering consultant, kW Engineering, (the “NMEC consultant”) to support meter-based, whole-building measurement and verification using normalized metered energy consumption. This approach may also be applied more broadly when enhanced savings verification is desired.

TASK 3: SUB-PROGRAM IMPLEMENTATION

Based on the outreach, facility assessments, and lead generation provided by NREN staff, the IMPLEMENTER will be responsible for the following tasks to execute project implementation:

3.1 Lead Follow-up - For every lead provided to the IMPLEMENTER by NREN, the IMPLEMENTER will contact the customer. If there is no response, the IMPLEMENTER will follow up a minimum of two more times with the customer and alert NREN Program Leads to the situation. If a lead is determined to not be feasible for a project, the IMPLEMENTER will provide justification via monthly data reporting (Task 4.2).

3.2 Project Identification - The IMPLEMENTER will develop individual project scopes for non-residential customers, identifying energy saving opportunities across the following measures:

- Lighting (LED retrofits and controls).
- Heat pump water heaters.
- Where projects involve interacting systems or where whole-building impacts are more appropriate, IMPLEMENTER will coordinate with the NMEC consultant to support meter-based, whole-building measurement and verification using normalized metered energy consumption. This approach may also be applied more broadly when enhanced savings verification is desired.
- Other technologies as needed as mutually agreed between NREN and IMPLEMENTER.

The IMPLEMENTER will provide cost-benefit analysis, deemed savings estimates and incentive calculations for measures with CPUC approved measure packages, and lighting savings and incentives utilizing the Modified Lighting Calculator (MLC) or other CPUC approved custom methodology. Projects utilizing (NMEC methodology for savings will require coordination with the NMEC consultant.

3.3 Project Implementation - During retrofit implementation, the IMPLEMENTER will manage project support, including: communication with the customer regarding scope and cost proposals, contractor engagement, installation QA/QC, and EM&V documentation. The IMPLEMENTER will require adherence to all applicable codes, permitting requirements, and incentive program rules, including workforce standards described in the Implementation Plan, the Program Manual and other RCEA requirements that have been provided to IMPLEMENTER.

3.4 Project Implementation Metrics - The following metrics will be tracked and reported monthly. Annual targets will be discussed and set prior to entering into a Contract, and may be adjusted annually upon written approval of NREN Program Leads.

Metric	2026 Targets	2027 Targets
Conversion Rate by Region	TBD	TBD
Total System Benefit (TSB)	TBD	TBD
Total Resource Cost (TRC)	TBD	TBD

Energy and Demand Savings	TBD	TBD
GHG Savings	TBD	TBD
HTR Percent	TBD	TBD
Number of Projects Installed	TBD	TBD

Deliverable(s):

- 3.A.** Project Scope Proposals
- 3.B.** Completed energy efficiency projects in NREN regions

TASK 4: SUB-PROGRAM DATA REPORTING AND EVALUATION

4.1 Data Tracking - IMPLEMENTER will supply NREN with the following data tracking information in an agreed upon format and timeline:

- o Baseline conditions and post-installation metrics per CPUC requirements
- o Provide monthly and quarterly reports to NREN

4.2 Data Reporting - Provide NREN with monthly and quarterly project reports including projects completed, project metrics, and justification for leads that did not result in projects, as well as identifying challenges and proposing solutions if necessary. Ensure that all information required for CPUC reporting is provided. Ensure that all data transferred containing personally identifiable information (PII) is managed as required in the Agreement.

Deliverable(s):

- 4.A.** Data for project tracking including all necessary customer information and project milestone dates (i.e. enrollment date, incentive reservation date, installation date, project completion date)
- 4.B.** Monthly and quarterly project reports at the individual measure level including:
 - a. Site information
 - b. GHG Savings
 - c. Energy and Demand Savings
 - d. # of Units installed
 - e. HTR Criteria
 - f. Incentives Committed
 - g. Measure information from applicable CPUC approved measure package

EXHIBIT B: COMPENSATION

IMPLEMENTER will perform the above services on a time and materials basis for a not-to-exceed amount of \$479,048. Time will be billed at the fixed hourly rates displayed in the fee schedule according to the budget table below.

Fee Schedule

Position/Title	Maximum Billable Hourly Rate	
	2026	2027
Program Director	██████	██████
Engineering Manager	██████	██████
Sr. Engineer	██████	██████
Program Manager	██████	██████
Sr. Consultant	██████	██████
Operations Manager	██████	██████
Associate	██████	██████
Brighton - Principal	██████	██████
Brighton - Sr. Contributor	██████	██████
Brighton - Energy Advisor	██████	██████
Brighton - Administrative	██████	██████
PACE Supply - Training	██████	██████
PACE Supply - Administrative	██████	██████

Non-Labor Expenses

Non-labor Cost	2026	2027
Travel	\$15,000	\$17,000
Annual Totals	\$15,000	\$17,000

Budget Table

Task	2026	2027	Total
TASK 1 – Sub-Program Management	\$41,547	\$43,001	\$84,548
TASK 2 – Sub-Program Development	\$51,982	\$0	\$51,982
TASK 3 – Sub-Program Implementation	\$113,928	\$167,040	\$280,968
TASK 4 – Sub-Program Data Reporting and Evaluation	\$32,413	\$29,137	\$61,550
			Grand Total
Annual Totals	\$239,870	\$239,178	\$479,048

EXHIBIT C: CPUC PROGRAM REQUIREMENTS

1. Regulatory Compliance Requirements

IMPLEMENTER is required to adhere to the CPUC’s approval decision of the NREN Program portfolio (D.24-09-031) and all applicable CPUC regulatory policies, requirements, and guidance set forth in the CPUC decisions governing Regional Energy Networks and NREN (collectively, the “CPUC Regulatory Requirements”). IMPLEMENTER may refer to the CPUC Energy Efficiency Policy Manual, last updated April 2020 and the CPUC Energy Efficiency Programs Implementation Plan Template Guidance, last updated March 2025 for guidance regarding regulatory compliance. IMPLEMENTER acknowledges that these resources are not a dynamic update of all regulatory compliance requirements and that CPUC policies and rules may be updated from time to time without notice to Implementer by RCEA or IMPLEMENTER. IMPLEMENTER is solely responsible for maintaining compliance with all program rules and policies, as may be revised from time to time. All CPUC Regulatory Requirements, changes, updates and so forth are the responsibility of the IMPLEMENTER to monitor.

2. Prevailing Wage Requirements

For some Projects, IMPLEMENTER will be required to ensure that prevailing wage and other labor requirements are complied with. EE funds may constitute a payment of public funds in connection with construction, demolition, installation, maintenance, or repair work, and may trigger prevailing wage requirements. In general terms, if an NREN Program receives funds allocated from EE payments and the Program project includes construction, demolition, installation, maintenance, or repair work, the project may be considered a public work (as defined under Labor Code section 1720), and the installer would be required to pay prevailing wages for that labor. In accordance with state law, the IMPLEMENTER who retains subcontractors for a public work project as defined is required to ensure that the subcontractors pay not less than the specified general prevailing wage rates to all workers, including working owners and partners, employed in the execution of the contract under Labor Code Section 1770 et seq. The applicable prevailing wage rates may be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. IMPLEMENTER implementing a public work contract will also have to comply with all rules and regulations for performing work on a public work including employing registered apprentices in accordance with Labor Code Section 1777.5. IMPLEMENTER is responsible for determining the application of prevailing wage laws to their projects under their program. RCEA will not advise on the application of these labor laws to Implementer’s program’s individual projects.

3. Workforce Standards and Quality Installation Procedures

The NREN Program’s workforce requirements in the Scope of Work shall be included in their entirety in NREN Final Program Implementation Plans (current Program Implementation Plan available here: https://cedars.cpuc.ca.gov/documents/download/3634/mainchange_summary%7Cmain%7Credline/) that support the NREN Program outcomes and detail compliance verification. Implementer shall, or shall cause its subcontractor to, describe:

- a. how the quality of the workforce supports program outcomes and how the NREN Program(s) will comply with this requirement;
- b. workforce standards (including any certifications, apprenticeship programs, accredited degrees or other workforce training programs) incorporated into the program to establish compliance

with this requirement and why the workforce standards provide the relevant skills to support the program; and

- c. how compliance will be demonstrated throughout the program lifecycle.

Prior to commencement of Installation Services, and once per calendar year, and at any other time as may be requested by RCEA, IMPLEMENTER shall provide all documentation necessary to demonstrate to RCEA's reasonable satisfaction that IMPLEMENTER has complied with the Workforce Standards.

4. Rights To Access Customer Sites

IMPLEMENTER shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to render its Services. IMPLEMENTER shall also procure any and all access rights from its customers and other third parties to enable CPUC employees, representatives, designees and contractors to access such sites in compliance with applicable CPUC Regulatory Requirements.

5. Billing, Energy Use, And Program Tracking Data

IMPLEMENTER shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the NREN Program and Project EM&V, and sector and implementation plan metrics as determined by the CPUC, including any updates to the metric developed in the CPUC EE rulemaking, R.25-04-010.

IMPLEMENTER shall make available to RCEA upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.

IMPLEMENTER shall make available to RCEA any revisions to the program theory and logic model ("PTLM") in each NREN Final Program Implementation Plans and results from its quality assurance procedures and comply with all EM&V requirements, including reporting of progress and evaluation metrics.

6. Incentive Payments And Program Funds

- a. Prevention of Double Dipping. IMPLEMENTER agrees to utilize its protocols to not permit its customers participating in the NREN Programs from using the same EE Measures for which they have already received an incentive. Double dipping occurs when a customer receives incentives or rebates, including upstream rebates, from multiple ratepayer-funded EE programs under the auspices of the CPUC for the same measure. An upstream rebate program shall mean any program in which ratepayer-funded programs pay an incentive to a product retailer or distributor to buy down the cost of the product to the end use Customer. The purpose for prevention of double dipping is to comply with CPUC D. 12-11-015, which states "... the RENs should coordinate with the utilities in their areas to ensure customers do not receive duplicate incentive payments for the same energy efficiency measure or project." IMPLEMENTER shall develop a plan to prevent double dipping as part of the NREN Programs.
 - i. IMPLEMENTER shall not: (a) provide an incentive to a customer who has received or is receiving an incentive for the same measure offered by other ratepayer-funded rebate programs or (b) make any payment to a subcontractor who has received or is

receiving any compensation for providing the same product or service either through another ratepayer-funded program, or through any other funding source unless IMPLEMENTER obtains the prior written approval from RCEA.

- b. Program Funds Limited to PG&E Customers within NREN Service Territory.
IMPLEMENTER shall ensure that program funds are allocated only as follows: 1) The program funds must directly benefit the customers in the NREN Service Territory who receive electric or gas service from Pacific Gas & Electric Company, as shown in Exhibit D, from which the funds were collected, 2) natural gas measures, and related audit activities, may be financed with authorized funds only, and 3) electric measures, and related audit activities, may be financed with authorized funds only.
- c. RCEA will reimburse/distribute incentive payments to the Installation Contractor at the rates and in accordance with the incentive rates defined in the NREN Final Program Implementation Plans.
- d. Incentive May Not Exceed Project Cost: IMPLEMENTER understands that incentives paid shall not exceed the customer's total project cost.



Staff Report

Agenda Item # 7.1

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Jocelyn Gwynn, Senior Power Resources Manager
Subject	CC Power Fish Lake Geothermal PPA Amendment 1

Summary

Staff are seeking approval for RCEA to continue participation in California Community Power’s (CC Power) agreement with Open Mountain Energy (OME) to procure power from their Fish Lake Geothermal project under the Power Purchase Agreement (PPA) Amendment 1, which was approved by the CC Power Board in April. The amendment updates the milestone schedule and commercial operation date, adjusts the contract price to cover increased tariff costs, increases the potential offtake capacity, and revises the project’s delivery point. The amendment only modifies the PPA between CC Power and OME, and no changes are being made to the Project Participation Share Agreement to which RCEA is a party.

Project Details

The Fish Lake PPA was procured through CC Power’s Firm Clean Resources Request for Proposals in 2021 and signed in 2022. The project is located in Esmeralda County, Nevada on land owned by the Bureau of Land Management (BLM). Once operational, Fish Lake will contribute to the participating CCAs’ procurement obligations under the California Public Utilities Commission’s (CPUC) Mid-Term Reliability order, specifically for clean firm capacity. In addition, participating CCAs will receive energy, renewable certificates and resource adequacy capacity, which will be imported from Nevada to California. The project has full site control and is finalizing its National Environmental Policy Act (NEPA) environmental review with BLM. The Project will utilize equipment sourced from OME’s parent company, Kaishan and, contingent on meeting a 2027 commercial operation date, is expected to retain eligibility for federal tax incentives. The project has a signed interconnection agreement with investor-owned utility NV Energy and a Transmission Service Agreement on the Green Link West transmission line, which is expected to become operational in May 2027.

Amendment Overview

The Fish Lake PPA Amendment 1 updates several contract provisions and is largely driven by shifting economic conditions since the inauguration of the current federal administration. A general summary of amendments to the PPA is detailed below.

- **Milestone Schedule:** The project’s permitting timeline has been delayed, due to BLM staff shortages and the complex nature of permitting a geothermal project. The Guaranteed



Commercial Operation Date has been extended from 2024 to 2027 and the other milestones updated accordingly in exchange for a one-time damage payment to CC Power for delay.

- **Contract Price:** Due to the imposition of federal tariffs on foreign imports and OME's dependency upon Chinese equipment, OME requested a price adjustment to cover the incremental costs of the project. The agreed-upon price still results in a positive net present value for the project, given geothermal is a high value resource.
- **Incremental Capacity:** The original PPA is for 13 MW of offtake among the participating CCAs, of which RCEA's share is 2.8%. As a condition to adjusting the contract price, OME provided CC Power rights to additional capacity from the Project, with exclusivity for up to 19.8 MW and a right of first offer for any incremental capacity developed at the site. If the additional capacity is developed, RCEA may have the option to increase its offtake from 0.36 MW to 0.55 MW, with a maximum step-up obligation of 0.69 MW (only if another project participant defaults).
- **Delivery Point:** The originally contemplated point of delivery into CAISO will no longer be eligible as a CAISO intertie starting in mid-2027. The amendment revises the delivery point to another CAISO intertie.

Equity Impacts

None, this is an amendment to an existing contract.

Alignment with RCEA's Strategic Plan

This project supports the following 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
- 4.1.5 Ensure Diversity in Local Sources

Financial Impact

Modeling performed by CC Power staff and consultants show that the Fish Lake Geothermal PPA still has a positive net present value with the amended price, meaning it is expected to cost less than the forecasted value of the energy revenues, renewable certificates and resource adequacy capacity. Also, as a long-term, fixed-price power contract backed by a physical asset, this PPA helps reduce risk for RCEA by locking in predictable energy costs and insulating RCEA from volatile market prices. This procurement will be accounted for in RCEA's budget starting in FY 2027-2028 when the Fish Lake project is expected to commence commercial operations and is expected to account for 0.5% of RCEA's annual wholesale power costs.

Staff Recommendation

Approve RCEA's Continued Participation in California Community Power's Fish Lake Geothermal Power Purchase Agreement Under Amendment 1.



Attachments

1. Fish Lake Geothermal Power Purchase Agreement Amendment 1

CONFIDENTIAL

**AMENDMENT NO. 1
TO RENEWABLE POWER PURCHASE AGREEMENT**

This Amendment No. 1 (the “**First Amendment**”) to the Agreement (as defined below), is dated as of April 23, 2026 (the “**First Amendment Effective Date**”), between California Community Power, a California joint powers authority (“**Buyer**”), and Fish Lake Geothermal LLC, a Nevada limited liability company (“**Seller**”). Seller and Buyer are each a “**Party**” and together the “**Parties**”. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Agreement (as defined below).

RECITALS

- A. The Parties entered into that certain Renewable Power Purchase Agreement, dated as of May 31, 2022 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”).
- B. The Agreement contains a Guaranteed Construction Start Date of January 1, 2024 and a Guaranteed Commercial Operation Date of June 1, 2024, which Seller failed to achieve due to interconnection and permitting delays.
- C. Buyer permitted the maximum Development Cure Period under the Agreement to extend the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date, but Seller was still unable to achieve the extended Guaranteed Construction Start Date and Guaranteed Commercial Operation Date.
- D. Due to the imposition of import tariffs on Facility equipment and development and construction delays, as of the First Amendment Effective Date, the Parties have agreed to a Contract Price increase.
- E. The maximum capacity of the geothermal facility that includes the Facility (“**Project**”) is 19.8 MW (“**Maximum Capacity**”). In addition to the Guaranteed Capacity of 13.0 MW, Seller has an existing agreement with Third Party for 3.0 MW of the Maximum Capacity (“**Committed Capacity**”). Therefore, the maximum available capacity of the Project is 3.8 MW (“**Maximum Available Capacity**”). The Parties intend to provide Buyer the exclusive right to purchase products relating to the Maximum Available Capacity at the Contract Price and an option to purchase products from New Capacity that may become available at the Project.
- F. The Parties now intend to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Amendments to the Agreement.
 - (a) The Cover Sheet is deleted in its entirety and replaced with Attachment A to this First Amendment.
 - (b) The following defined terms are added to the definitions in Section 1.1 in alphabetic order.
 - 1. “**Additional Capacity**” means Committed Capacity or Maximum Available Capacity, as applicable, from the Project (i) that is greater than the Guaranteed

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Capacity prior to the Commercial Operation Date, or (ii) greater than the Installed Capacity after the Commercial Operation Date, but in either case, no greater than the Maximum Capacity minus the Guaranteed Capacity.

2. “**Additional Capacity Initial Delivery Date**” has the meaning set forth in Section 3.1(b)(ii).
3. “**Committed Capacity**” has the meaning set forth in the Recitals to this First Amendment.
4. “**Contract Capacity**” means (a) prior to the Commercial Operation Date, the Guaranteed Capacity, and (b) on and after the Commercial Operation Date, the Installed Capacity.
5. “**[REDACTED]**” means the CAISO Scheduling Point named **[REDACTED]** which is part of CAISO Branch Group named **[REDACTED]**.
6. “**First Amendment**” has the meaning set forth in the Preamble to the First Amendment.
7. “**First Amendment Effective Date**” has the meaning set forth in the Preamble to the First Amendment.
8. “**Intertie**” has the meaning set forth in the CAISO Tariff.
9. “**Maximum Available Capacity**” has the meaning set forth in the Recitals to this First Amendment.
10. “**Maximum Capacity**” has the meaning set forth in the Recitals to this First Amendment.
11. “**New Capacity**” has the meaning set forth in Section 3.1(c).
12. “**Project**” has the meaning set forth in the Recitals to this First Amendment.
13. “**Shortfall Capacity**” has the meaning set forth in Exhibit B.
14. “**[REDACTED]**” means the CAISO Scheduling Point named **[REDACTED]**, which is part of the CAISO Branch Group named **[REDACTED]**.
15. “**Third Party**” means **[REDACTED]** or any successor thereto.

(c) The following definitions are deleted in their entirety from Section 1.1 and replaced with the following:

1. “**Installed Capacity**” means the peak electrical output of the Facility, as measured in MW-AC at the Delivery Point, that achieves Commercial Operation, adjusted for ambient conditions on the date of the performance test, and as evidenced by a certificate substantially in the form attached as Exhibit I hereto. If Additional Capacity becomes available after the Commercial Operation Date, for all purposes under this Agreement “Installed Capacity” shall include the amount of Additional Capacity accepted pursuant to Buyer’s Notice as set forth within Section

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3.1(b)(ii)(B), subject to the conditions in Section 3.1(b)(iii).

(d) Section 2.2(f) is deleted in its entirety and replaced with the following:

“(f) Seller has obtained Firm Transmission Rights sufficient to deliver the Contract Capacity to the Delivery Point and has provided documentation of the same to Buyer;”

(e) Section 3.1 is deleted in its entirety and replaced with the following:

“3.1 **Purchase and Sale of Product/Contract Capacity**

(a) **Purchase and Sale of Product**. Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer will purchase all the Product produced by or associated with the Installed Capacity from the Facility at the Contract Price, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility, except as permitted pursuant to Section 3.1(b)(v). At its sole discretion, Buyer may, during the Delivery Term, re-sell or use for another purpose all or a portion of the Product, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder, including the last sentence of Section 5.2. During the Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Product, or any Capacity Attributes thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Product for which the associated Energy is not or cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event, a Curtailment Order, or relating to Additional Capacity prior to the Additional Capacity Initial Delivery Date. For the avoidance of doubt, settlement with CAISO shall not be deemed a sale by Seller to a third party of Product in contravention of this Section 3.1.

(b) **Contract Capacity**. If at any time during the Term, Maximum Available Capacity becomes available as a result of plant performance as determined by Seller in its sole discretion or Committed Capacity becomes available, then, in addition to its rights to the Products associated with the Guaranteed Capacity, Buyer shall have the exclusive right to all Product associated with the Maximum Available Capacity or Committed Capacity, as applicable, at the Contract Price, except as otherwise provided in Section 3.1(b)(v). For the avoidance of doubt, except as otherwise set forth in this Agreement, Buyer shall have no right to the Committed Capacity or any products associated with such Committed Capacity unless such Committed Capacity becomes available and Buyer exercises its rights to such available Committed Capacity as set forth in this Section 3.1(b).

(i) If Additional Capacity becomes available and Seller has obtained Firm Transmission rights to the Delivery Point for the Additional Capacity as set forth in Exhibit A, Seller shall promptly provide Notice to Buyer setting forth the amount of Additional Capacity with Firm Transmission rights to the Delivery Point and the expected date that Product can be delivered from the Additional Capacity to the Delivery Point using Firm Transmission rights. If Seller’s Notice under this Section 3.1(b)(i) is provided to Buyer after the Commercial Operation Date, Seller shall concurrently provide to Buyer an Installed Capacity Certificate in the form of Exhibit I that shall be used for updating the Installed Capacity pursuant to Section 3.1(b)(iii).

(ii) After Seller provides Notice to Buyer pursuant to Section 3.1(b)(i),

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Buyer shall cause the Project Participants to use commercially reasonable efforts to obtain Import Capability at the anticipated Delivery Point necessary to import the Net Qualifying Capacity from the Additional Capacity into the CAISO.

(A) If the Project Participants are unable to obtain Import Capability for some or all of the Additional Capacity initially, Buyer shall cause the Project Participants to seek Import Capability for the Additional Capacity in subsequent import capability allocations, unless Buyer determines in its reasonable judgment that continued efforts are not commercially reasonable; provided that, notwithstanding Section 3.1(b)(v), if the Project Participants are unable to obtain Import Capability for the full amount of Additional Capacity set forth in Seller's Notice under Section 3.1(b)(i) in three (3) consecutive annual CAISO Import Capability allocation processes and Buyer does not accept some or all of the Additional Capacity that did not receive Import Capability prior to thirty (30) days after the results of the third consecutive annual CAISO Import Capability allocation process have been released by CAISO, Seller shall be free to market and sell any products to third parties relating to the Additional Capacity of the Facility not accepted by Buyer pursuant to Section 3.1(b)(ii)(A) and Section 3.1(b)(ii)(B) and retain all proceeds related thereto. Seller shall use commercially reasonable efforts to support Buyer and Project Participants in obtaining such Import Capability.

(B) Buyer shall provide Notice to Seller when the Project Participants have secured Import Capability at the Delivery Point for some or all of the Additional Capacity and/or if Buyer in its sole discretion elects to accept some or all of the Additional Capacity without Import Capability rights, which Notice shall set forth the amount of Additional Capacity that Buyer will accept and the date upon which deliveries of Product to Buyer from some or all of the Additional Capacity shall commence under this Agreement (which date cannot be earlier than the Commercial Operation Date or the date set forth in Seller's Notice pursuant to Section 3.1(b)(i) ("**Additional Capacity Initial Delivery Date**"); provided that the Additional Capacity Initial Delivery Date will be extended to the actual date that Seller is able to deliver Additional Capacity to the Delivery Point using Firm Transmission rights if such date is after the date included in Seller's Notice pursuant to Section 3.1(b)(i). For avoidance of doubt, Buyer may issue more than one Notice to Seller under this Section 3.1(b)(ii)(B) at any time prior to thirty (30) days after the results of the third consecutive annual CAISO Import Capability allocation process have been released by CAISO.

(iii) Commencing on the date of Buyer's Notice(s) under Section 3.1(b)(ii)(B), (A) for all purposes under the Agreement, the Guaranteed Capacity (if Buyer's Notice is provided prior to the Commercial Operation Date) or Installed Capacity (if Buyer's Notice is provided after the Commercial Operation Date) will include the Additional Capacity accepted by Buyer pursuant to Buyer's Notice, and (B) the term "Facility" shall be deemed to include the updated Guaranteed Capacity (if Buyer's Notice is provided prior to the Commercial Operation Date) or updated Installed Capacity (if Buyer's Notice is provided after the Commercial Operation Date). For the avoidance of doubt, any amount of

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Additional Capacity not accepted by Buyer under Section 3.1(b)(ii)(B) will not be included in the Guaranteed Capacity or Installed Capacity, as applicable, unless or until Buyer provides additional Notice to Seller that it has accepted some or all of the Additional Capacity amounts initially not accepted by Buyer and then, only to the extent of the additional accepted Additional Capacity.

(iv) Seller shall provide additional Development Security or Performance Security, as applicable, to Buyer within sixty (60) days of the date of Buyer's Notice(s) described in Section 3.1(b)(ii)(B) corresponding to the amount of Additional Capacity accepted by Buyer. Provided, however, if this Agreement is terminated due to a Seller Event of Default after the date of Buyer's Notice but prior to Seller's posting of additional Development Security under this Section 3.1(b)(iv), the Damage Payment shall be deemed to include Development Security in the amount of the Guaranteed Capacity, inclusive of the Additional Capacity accepted by Buyer.

(v) Notwithstanding any other provision of this Agreement, Seller may market and sell any products relating to the Additional Capacity of the Facility to third parties until the Additional Capacity Initial Delivery Date. Further, for any portion of the Additional Capacity that is not accepted by Buyer as of the Additional Capacity Initial Delivery Date, Seller may market and sell any products relating thereto until such time as Buyer accepts such incremental Available Capacity. For each month that includes sales of Product to third parties under this Section 3.1(b)(v), Seller shall pay to Buyer any revenues realized from sales of Product associated with the Available Capacity to third parties (including for the avoidance of doubt, sales to the CAISO or other balancing authority) that are in excess of the revenues Seller would have received through sales of the Product associated with the Available Capacity to Buyer at the Contract Price. Buyer shall have no responsibility or liability to Seller if the third party revenues are less than the amount Seller would have received from Buyer for sales of Product associated with the Available Capacity under this Agreement. Buyer shall have no obligation for any payment associated with the Available Capacity until Seller has commenced deliveries to Buyer of Product relating to the Additional Capacity at the Delivery Point as of the Additional Capacity Initial Delivery Date.

(c) **Limitation on Seller's Ability to Sell New Capacity.** If Seller installs new power generation equipment at the Project that increases the capacity of the Project in excess of the Maximum Capacity ("**New Capacity**"), neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to such New Capacity to a party other than Buyer, unless (i) Seller has provided Buyer Notice of any New Capacity and the price and other material terms and conditions for which Seller will offer to sell product from such New Capacity to Buyer, and (ii) Buyer has, within sixty (60) days of receipt of such Notice, rejected Seller's offer to purchase product associated with the New Capacity, in which case Seller or Seller's Affiliates may sell, market or deliver any product that is associated with or attributable to the New Capacity to any third party on terms and conditions no more favorable than those offered to Buyer. If Buyer does not respond to Seller's Notice of New Capacity within sixty (60) days of receipt of such Notice, Buyer will be deemed to have rejected Seller's offer.

Neither Seller nor Seller's Affiliates may sell or transfer the Project, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the

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Project) so long as the limitations contained in this Section 3.1(c) apply, unless the transferee agrees to be bound by the terms set forth in this Section 3.1(c) pursuant to a written agreement approved by Buyer in its reasonable discretion.

Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 3.1(c).”

(f) Section 3.7(c) is deleted in its entirety and replaced with the following:

“(c) Buyer shall cause the Project Participants to use commercially reasonable efforts to obtain the Import Capability at the anticipated Delivery Point(s) as necessary to import the Guaranteed Net Qualifying Capacity from the Facility into the CAISO. Seller shall use commercially reasonable efforts to support Buyer and Project Participants in obtaining such Import Capability. To the extent Project Participants do not or cannot maintain Import Capability at the anticipated Delivery Point(s) necessary to support the importation of the Guaranteed Net Qualifying Capacity into the CAISO for reasons other than a Seller failure under this Agreement or the inability of Seller to maintain the Facility as a Pseudo-Tie Resource, the Capacity Attributes that are not imported or that cannot be imported shall constitute Deemed Delivered RA.”

(g) Section 11.1(b)(xi) is added as follows:

“(xi) Seller fails to comply with the requirements of Section 3.1.”

(h) Section 13.1(i) is deleted in its entirety and replaced with the following:

“(i) Except as set forth in Exhibit A, Seller shall maintain rights sufficient to deliver the Contract Capacity to the Delivery Point throughout the Delivery Term.”

(i) Exhibit A is deleted and replaced as set forth in Attachment B to this First Amendment.

(j) Section 5 of Exhibit B is deleted in its entirety and replaced with the following:

“**Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Capacity is equal to no less than the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Capacity. If Seller fails to construct the Guaranteed Capacity by such date, (a) Seller shall pay “**Capacity Damages**” to Buyer, in an amount equal to [REDACTED] for each MW that the Guaranteed Capacity exceeds the Installed Capacity (“**Shortfall Capacity**”) and (b) the Guaranteed Capacity will be reduced by an amount equal to the Shortfall Capacity for all purposes hereunder.”

(k) Exhibit N is deleted and replaced as set forth in Attachment C to this First Amendment.

(l) Exhibit O is deleted and replaced as set forth in Attachment D to this First Amendment.

3. One Time Payment. In consideration of Buyer’s agreement to the amendments herein, Seller shall pay to Buyer [REDACTED]

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██████████ following the Commercial Operation Date.

4. Limited Effect. Except as expressly provided in this First Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the First Amendment Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import will mean and be a reference to the Agreement as amended by this First Amendment.

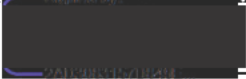
5. Miscellaneous.

- (a) This First Amendment is governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State.
- (b) This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.
- (c) The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.
- (d) This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this First Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this First Amendment.
- (e) This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (f) Each Party shall pay its own costs and expenses in connection with this First Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the First Amendment Effective Date.


FISH LAKE GEOTHERMAL LLC,
a Nevada ~~limited liability~~ company

By: 
Name: Brady Olson
Title: Chief Executive Officer

CALIFORNIA COMMUNITY POWER,
a California ~~joint powers~~ authority

By: 
Name: Alexander Morris
Title: General Manager

Approved as to form:

By: 
Name: Joshua Nelson
Title: General Counsel

ATTACHMENT A

**RENEWABLE POWER PURCHASE AGREEMENT
COVER SHEET**

Seller: Fish Lake Geothermal LLC (“**Seller**”)

Buyer: California Community Power, a California joint powers authority (“**Buyer**”)

Description of Facility: Fish Lake Geothermal Project, a geothermal power plant with a Guaranteed Capacity of 13.0 MW, a Maximum Available Capacity of 3.8 MW, a target Contract Capacity of 16.8 MW, and a Maximum Capacity of 19.8 MW, located in Esmeralda County, in the State of Nevada, as further described in Exhibit A.

Milestones:

Milestone	Expected Date for Completion
Evidence of Site Control	Complete
CEC Pre-Certification Obtained	Complete
Seller’s receipt of facilities study results for Seller’s Interconnection Facilities	Complete
Interconnection Agreement executed	Complete
Documentation of Conditional Use Permit if required: [] CEQA, [] Cat Ex, [] Neg Dec, [] Mitigated Neg Dec, [] EIR, [X] NEPA	June 30, 2026
Federal and State discretionary permits obtained	July 31, 2026
Major Equipment procured	September 30, 2026
Guaranteed Construction Start Date	September 30, 2026
Network Upgrades Completed	May 31, 2027
Initial Synchronization	June 15, 2027
Expected Commercial Operation Date	July 1, 2027
Guaranteed Commercial Operation Date	October 1, 2027

Delivery Term: Twenty (20) Contract Years.

Expected Energy: [REDACTED]

Contract Price: [REDACTED]

Product:

- Delivered Energy
- Green Attributes (Portfolio Content Category 1) associated with Delivered Energy
- Capacity Attributes
- Ancillary Services

Scheduling Coordinator: Seller

Security:

CP Security: [REDACTED]

Development Security: [REDACTED].

Performance Security: [REDACTED].

ATTACHMENT B

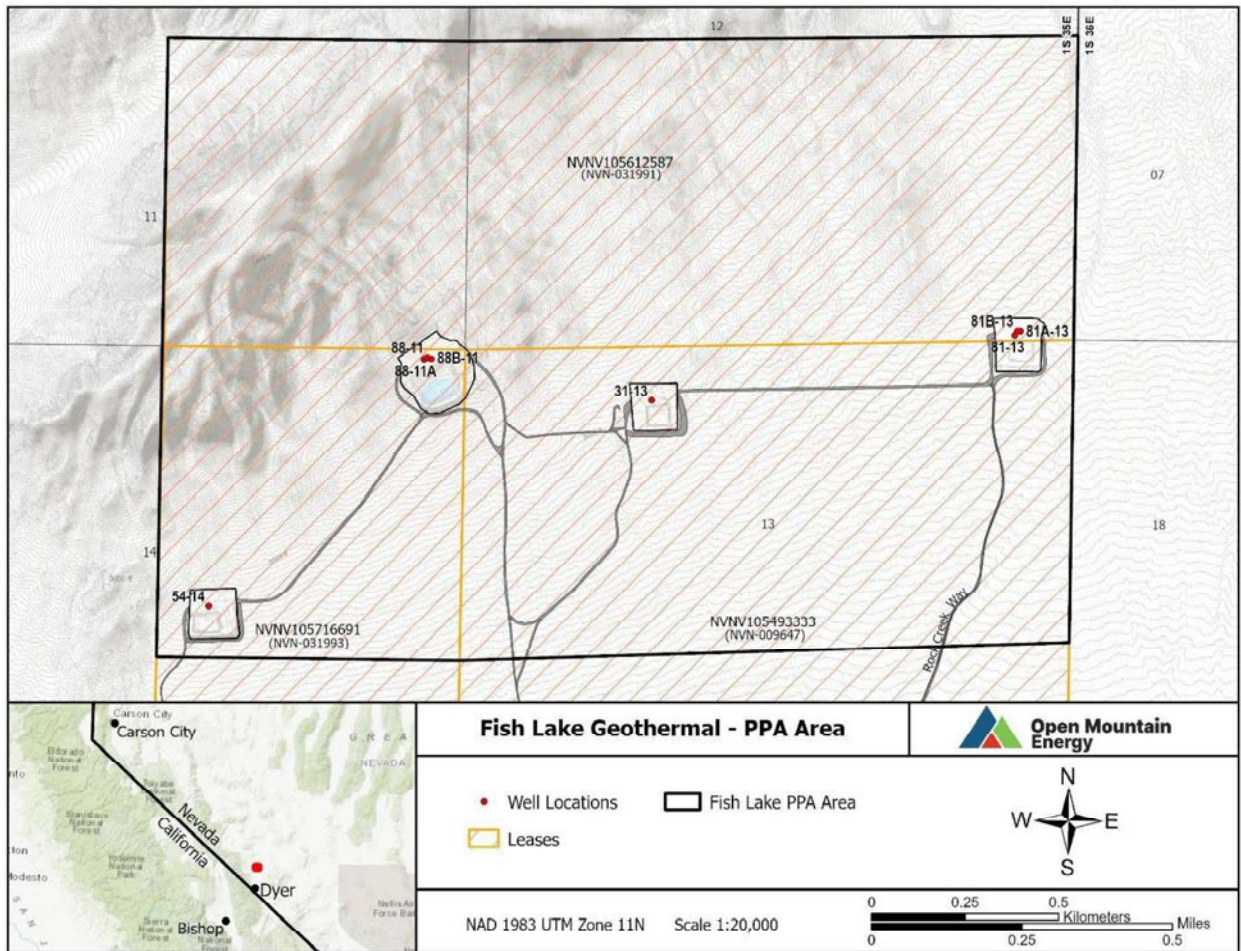
EXHIBIT A

FACILITY DESCRIPTION

Site Name: Fish Lake Geothermal Project

Site location: T1S, R35E, Sections 11 SE/4, 12 S/2, 13 N/2, 14 NE/4; All within APN: BLM 007-021-01

Total Acreage: 996.1 ac



City: 18 miles north of Dyer, Nevada

County: Esmeralda

Zip Code: 89010

Latitude and Longitude:
37°51'39.33"N, 118° 2'2.69"W

Facility Description: A geothermal power plant with a Guaranteed Capacity and Maximum Capacity as set forth herein.

Interconnection Point: The Facility shall interconnect to the NV Energy Silver Peak Substation.

Delivery Point: [REDACTED], provided, however, if and when the following conditions are satisfied, the Delivery Point will be [REDACTED]

[REDACTED]

[REDACTED] Seller shall promptly provide Notice to Buyer upon the occurrence of conditions (i) and (ii) in the preceding sentence.

[REDACTED]

Settlement Point: TH_NP15_GEN-APND (or any successor aggregated pricing node for NP-15).

Facility Meter: See Exhibit P

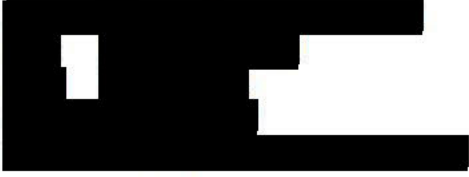









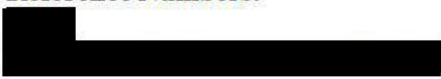
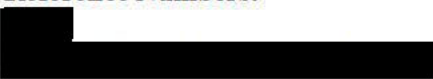
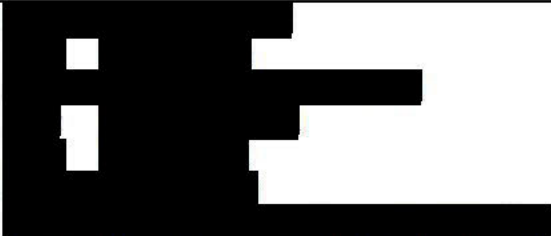

Facility Metering Points: See Exhibit P

Transmission Provider: NV Energy

ATTACHMENT C

EXHIBIT N

NOTICES

Fish Lake Geothermal LLC, a Nevada Limited Liability Company ("Seller")	California Community Power, a California joint powers authority ("Buyer")
All Notices: 	All Notices: 
Contract Management: 	Contract Management: 
Invoices: 	Invoices: 
Payments: 	Payments: 
Wire Transfer: 	Wire Transfer: 
Reference Numbers: 	Reference Numbers: 
	

<p>With additional Notices of an Event of Default to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>With additional Notices of an Event of Default to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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ATTACHMENT D

EXHIBIT O

OPERATIONAL CHARACTERISTICS

Each calendar month of the Delivery Term, Seller shall maintain minimum Adjusted Energy Production (“AEP”) during the hours of 4-9 p.m. PPT (HE17 - HE21) in a quantity no less the following:

Month of Delivery Term	Minimum AEP during HE17-HE21 (in MWh per MW of Installed Capacity)
JAN	■
FEB	■
MAR	■
APR	■
MAY	■
JUN	■
JUL	■
AUG	■
SEP	■
OCT	■
NOV	■
DEC	■



Staff Report

Agenda Item # 8.1

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Lori Biondini, Director of Business Planning and Finance Eileen Verbeck, Deputy Executive Director Beth Burks, Executive Director
Subject	Budget Strategies for Fiscal Year 2026-2027

Summary

Staff are seeking feedback from the Board on different strategies to reduce an anticipated budget deficit for Fiscal Year 2026-2027. This is a discussion item. Staff will take Board direction and bring back a recommended budget for action in June 2026. The Board may recommend the standing finance committee review the proposed budget before the June meeting

Background

Based on current power cost projections, budgeting electricity sales revenue at the current rates will result in a net loss for fiscal year 2026-2027. An initial draft budget is attached. While RCEA's cash reserves can be used to offset power and operational expenses that exceed electricity sales revenue, efforts to reduce the anticipated net loss will be necessary to adhere to the Reserve Policy while meeting financial obligations.

Major Drivers of the Budget

There are three major factors that influence RCEA's budget. Only some aspects of these drivers can be managed or controlled.

1. **Power costs:** a portion of electricity and other energy attributes such as renewable energy certificates and resource adequacy that flows to RCEA's customers is purchased at a fixed cost through long-term agreements. A smaller portion is purchased for shorter terms and more subject to a volatile energy market. RCEA's power manager, The Energy Authority, provides market-price forecasts, advising on the best timing to buy, and on advantageous opportunities to resell. Staff endeavor to balance market risk exposure with regulatory obligations and power content goals.
2. **Customer usage:** when customer electricity usage declines, sales revenue decreases. As presented at last month's Board meeting, electricity usage in Humboldt County has been declining over the last several years. RCEA supports energy efficiency and electrification but otherwise has no direct control over customer usage levels.



3. **Retail rates:** the rate charged for electricity generation is the driver that RCEA has the most control over. However, several factors that go into rate setting are mostly out of RCEA's control. Specifically, the Power Charge Indifference Adjustment (PCIA) charged to CCA customers is extremely variable and problematic and is determined at a regulatory level which is heavily influenced by investor-owned utilities. RCEA sets its electricity generation rates to account for the PCIA, resulting in reduced and often hard-to-predict revenue. This is done to provide an all-in generation charge that is discounted from Pacific Gas & Electric Company (PG&E) rates to be cost-competitive. PG&E rates are also a factor completely out of RCEA's control. Following their rate-setting process is inherently volatile (as previously discussed during cost-of-service rate setting presentations to the Board).

Other Budget Items

The RCEA budget benefits from external grants and contracts funding that covers a large portion of personnel and administrative costs and are largely dictated by contractual obligations. The remaining direct and indirect costs are associated with CCA operations including personnel, professional services, debt service, and required customer communication.

Budgeting Strategies

Staff are requesting feedback on budgeting strategies that will reduce net loss and adhere to the Reserve Policy's requirement to maintain between 120 and 180 days of operating costs as cash-on-hand. An initial draft budget is included as Attachment 1. Given the limited ability for RCEA to manage or control power costs and usage, staff focused on 1) reducing CCA costs, and 2) increasing electricity sales revenue by increasing retail rates.

Options for staffing and operations:

Maintain current level of staffing, operations and programs versus reducing costs by freezing multiple vacant positions and pausing strategic planning updates and regional climate action engagement.

Maintaining current levels as presented in Attachment 1 includes:

- Continuing to provide e-bike and electrical vehicle (EV) customer rebates
- Budgeting for all currently approved staff positions, including vacant positions for at least half the fiscal year (assume Fall start dates for Staff General Counsel and Director of Engagement and Regional Climate Planning)
- Includes \$175,000 for the RCEA Strategic Plan Update
- Slight reduction in budget for communications and outreach and staff travel and training from this fiscal year.

Reducing staffing and operations includes:

- Eliminating CCE-funded customer program offerings, namely e-bike and EV rebates
- Freeze hiring for the Director of Engagement and Regional Climate Planning role
- Freeze or prolong any Strategic Plan Updates
- Reduce communications and outreach budget even further.



The estimated cost difference between these two options is between \$600,000 and \$700,000. RCEA's ability to deliver ongoing efforts related to transportation electrification and regional engagement around climate planning, including offshore wind, would be significantly impacted.

Options for increasing electricity sales revenue:

Continuing with the current plan to propose a rate increase if cash reserves are forecasted to drop below 180 days of operating expenses versus planning on incremental rate increases starting in July.

Following the current approach includes:

- Monitoring RCEA's cash balance and recommending a rate increase only when it is forecasted to drop below 180 days of operating expense in the following 30 days. Current modeling¹ indicates that RCEA's cash balance will incrementally decrease by about \$2.6 million per month, dropping below \$30 million by the end of the 2026 calendar year. To increase the balance back up to approximately \$33 million (180 days operating expense plus restricted cash balances) and maintain it until the end of fiscal year 2027, current rates would need to increase 37% on January 1.
- Using current rates to prepare the fiscal year budget and adjusting mid-year following any rate changes.

Sooner, incremental rate increases could include:

- Smaller rate increases beginning in July or as soon as possible that slow the decline of cash reserves. Staff review and consider financial scenarios prepared by The Energy Authority each month which indicate that incremental rate increases up to 12% between now and December would result in a cash balance closer to \$33 million at the end of the year.
- Starting with a small, 3 to 5% increase in rates could be an opportunity to understand customer tolerance of rate changes. The Board could authorize staff to implement additional increases up to the maximum if market conditions worsen.

The recent Energy Resource Recovery Account (ERRA) forecast filing indicates that PG&E's rates will increase by up to 12% and the PCIA will decrease by more than 50% at the beginning of next calendar year. Waiting as long as possible to change RCEA's rates may mean a 37% increase is cost-competitive with PG&E's 2027 rates. However, the ERRA forecast will be refined and likely change between now and January, so small rate adjustments to manage RCEA's cash through December is a financially prudent approach, although this increases risk of customer opt-outs.

¹ Modeling includes a cash payment for 718 3rd Street in June 2026. Staff are exploring options for a loan to replace the cash and finance the renovation, with the intent of offsetting loan interest with rental income from the existing tenant.



Staff Recommendation

Discuss budget options and provide direction to staff on approaches to include in the FY 2026-27 budget.

Direct staff on whether the standing finance committee should review the draft budget prior to full Board consideration in June.

Attachments

- FY2027 Draft Budget 5.28.26
(This draft budget reflects adherence to the current plan to propose a rate increase if cash reserves are forecasted to drop below 180 days of operating expenses.)

Redwood Coast Energy Authority Fiscal Year 2026-2027 Draft Budget

State					
	RRGP	NCRCN	WFIP	NREN Implementation	NREN Portfolio Administration
Revenue Earned					
State Contracts	2,000,000	21,200	275,000	3,035,671	6,960,202
Federal Contracts					
Local Contracts					
Non-government Contracts					
Electricity Sales					
Other Income					5,165,777
Total	2,000,000	21,200	275,000	3,035,671	12,125,979
Expense					
WHOLESALE POWER SUPPLY					
Sub-total	-	-	-	-	-
PERSONNEL EXPENSES					
Sub-total	93,355	15,390	38,822	1,373,794	648,223
FACILITIES AND OPERATIONS					
Sub-total	-	-	-	10,850	536,232
COMMUNICATIONS AND OUTREACH					
Sub-total	-	-	191,000	50,963	-
PROFESSIONAL & PROGRAM SERVICES					
Regulatory & Legislative					379,601
Legal				5,000	60,000
Accounting					
Program Related Professional Services					
Organization Dues & Memberships					155,000
Subcontractors/Consultants	1,866,039		27,000	45,000	929,281
CC Power - special projects					
CalCCA - special projects					
NREN Partner Pass-thru					6,110,548
Wholesale Services - TEA					
Procurement Credit - TEA					
Data Management - Calpine					
Customer Billing - PG&E					
Sub-total	1,866,039	-	27,000	50,000	7,634,430
INCENTIVES & REBATES					
Sub-total	-	-	-	745,505	2,948,541
NON OPERATING COSTS					
Sub-total	-	-	-	-	-
Total Expense	1,959,394	15,390	256,822	2,231,112	11,767,426
Net Income					
Capital Contributions					
Reserves / Rate Stabilization					

Redwood Coast Energy Authority Fiscal Year 2026-2027 Draft Budget

	Federal	Local	Non-government	Enterprise	
	TERAS	RCAP	PG&E LGP	Core CCA	Redwood Community Airport Microgrid
Revenue Earned					
State Contracts					
Federal Contracts					
Local Contracts					
Non-government Contracts			399,996		
Electricity Sales				48,067,481	
Other Income	152,560			400,000	2,930,582
Total	152,560	-	399,996	48,467,481	2,930,582
Expense					
WHOLESALE POWER SUPPLY					
Sub-total	-	-	-	52,811,812	-
PERSONNEL EXPENSES					
Sub-total	83,843	-	276,072	1,706,157	94,051
FACILITIES AND OPERATIONS					
Sub-total	-	-	-	-	194,500
COMMUNICATIONS AND OUTREACH					
Sub-total	-	-	-	180,000	-
PROFESSIONAL & PROGRAM SERVICES					
Regulatory & Legislative				20,500	
Legal	20,000			64,500	
Accounting				35,000	53,000
Program Related Professional Services					
Organization Dues & Memberships				313,839	
Subcontractors/Consultants				3,300	
CC Power - special projects				86,487	
CalCCA - special projects					
NREN Partner Pass-thru					
Wholesale Services - TEA				1,146,894	
Procurement Credit - TEA				-	
Data Management - Calpine				774,452	
Customer Billing - PG&E				254,994	
Sub-total	20,000	-	-	2,699,966	53,000
INCENTIVES & REBATES					
Sub-total	-	-	-	475,298	-
NON OPERATING COSTS					
Sub-total	-	-	-	126,000	-
Total Expense	103,843	-	276,072	57,999,233	341,551
Net Income					
Capital Contributions					
Reserves / Rate Stabilization					

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Staff Report

Agenda Item #8.2

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Eileen Verbeck, Deputy Executive Director
Subject	Approval of Resolution No 2026-5, Accepting Real Property Interests in Assessor's Parcel Number 001-135-007, 718 Third Street, Eureka CA

Background

Prior to May 2023, Redwood Coast Energy Authority operated out of a single leased facility at 633 Third Street in Eureka (6,202 SF). Staff additions have caused RCEA to exceed the capacity of this office space (e.g. the maximum allowable occupancy of the facility's largest room is not sufficient to allow for a full staff meeting with all employees in attendance). In May of 2023, RCEA rented a second office location at 917 3rd Street to provide enough office space for existing staff.

Since 2020, RCEA has been working toward acquisition of an office building that would provide enough office space for existing staff, provide an on-site location for public meetings, and a space open to the public for educational and outreach material. In 2020 RCEA identified the need for a minimum of 10,000 SF for office space and public meetings. RCEA has been unsuccessful in locating an existing building that meets the needs of the organization.

In October 2023, RCEA purchased a vacant parking lot at 805 3rd Street, with the intent to construct an office building. In April of 2024, RCEA issued a solicitation for architectural and engineering services for new construction at the lot located at 805 3rd Street. Based on estimates received during this solicitation it was determined that the cost of new construction was not feasible within RCEA's budget constraints. The estimates ranged from \$7 million to \$20 million in construction costs.

In 2025, the RCEA Board authorized staff to begin negotiations to purchase Assessor's Parcel Number 001-135-007, 718 Third Street, Eureka CA. The property is a total of 23,713 SF of building (16,588 SF office building and a 7,125 SF attached warehouse) on an approximately .61 acres parcel situated on 3rd Street between H and I Streets. The property is located within mixed-use Downtown (DT) zoning district and principally permitted uses include office, retail, and service, civic and instructional facilities.

The office portion of the premises is tenanted with a long-term lease agreement. The warehouse is vacant.



Summary

In October 2025, the Executive Director entered Real Property negotiations for the subject parcel. RCEA received a fair market opinion of value for this parcel on September 22, 2025, of \$3,800,000. The sellers agreed to a purchase price of \$3,800,000. On October 22, 2025, the RCEA Board of Directors authorized the Executive Director to enter into a Purchase and Sale Agreement, which was executed on November 7, 2025.

RCEA staff conducted due diligence inspections and found only one significant issue. The roof over the second story needed replacement within two years. The seller agreed to replace the roof over the second story as a contingency to close escrow.

Additionally, RCEA began negotiations with the existing tenant to amend the existing lease to allow RCEA to take over occupancy for a portion of the finished office space. The tenant has agreed to amend the lease to reduce their occupied space by 4,341 square feet, which would allow RCEA to occupy that space. In exchange for this reduction of the tenant's space, RCEA will provide a \$300,000 reimbursement for tenant improvements associated with reconfiguration associated with downsizing. The addition of this space along with the warehouse will total 11,466 sq ft for RCEA offices and meeting rooms. RCEA staff will bring back the lease amendment for full board approval after the close of escrow.

RCEA engaged with a drafter to complete a concept design for the warehouse and estimate construction costs for improvements. Staff estimate that the improvements to the warehouse and the tenant improvement budget for the finished office space will be approximately \$1.7 million.

Financial Impact

The RCEA staff are exploring options for a low interest loan to reimburse RCEA for the purchase price and cover the construction budget. RCEA staff have been in contact with the USDA and are applying to the same loan program that funded the design and construction of the Redwood Coast Airport Microgrid. RCEA has enough cash on hand in reserves to pay upfront for the building and will seek reimbursement once the loan has been finalized.

RCEA staff estimate that the interest in the loan payments will be covered by the rent received by the current tenant. In addition, once the improvements are complete, RCEA will no longer have lease payments for two office buildings, which will offset the monthly loan payments.

Staff Recommendation

Adopt Resolution No 2026-5, Accepting Real Property Interests in Assessor's Parcel Number 001-135-007, 718 3rd Street, Eureka CA.

Approve the expenditure of \$3,800,000 plus closing fees and costs for the acquisition of real property at 718 3rd Street, Eureka, CA, APN 001-135-007.

Attachments

1. Resolution No 2026-5

RESOLUTION NO. 2026-5
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
ACCEPTING A FEE TITLE INTEREST IN APN 001-135-007
FROM RICHARD AND BETTY LITTLEFIELD, TRUSTEES OF THE RICHARD W.
AND BETTY J. LITTLEFIELD FAMILY TRUST UAD APRIL 17, 1996

WHEREAS, the Redwood Coast Energy Authority (RCEA), as Purchaser, and Richard and Betty Littlefield, Trustees of the Richard W. and Betty J. Littlefield Family Trust UAD April 17, 1996, as Seller, entered into a Purchase and Sale Agreement dated November 7, 2025, for the acquisition of real property located at 718 3rd Street, Eureka, CA, identified as Assessor's Parcel No. 001-135-007; and

WHEREAS, the agreed upon sales price for 718 3rd Street, Eureka, CA, is \$3,800,000 and will be a cash sale.

WHEREAS, said real property is more particularly described in Exhibit A, attached hereto (the "Property"); and

WHEREAS, RCEA has completed a due diligence investigation of the Property and the parties now seek to close escrow and convey the Property to RCEA.

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

1. The Board of Directors of the Redwood Coast Energy Authority hereby accepts the conveyance by Richard and Betty Littlefield, Trustees of the Richard W. and Betty J. Littlefield Family Trust UAD April 17, 1996, of a fee title interest in Assessor's Parcel Number 001-135-007, located at 718 3rd Street and more particularly described in Exhibit A, attached hereto and incorporated herein.
2. The Board of Directors of the Redwood Coast Energy Authority hereby agree to a sales price of \$3,800,000, for Assessor's Parcel Number 001-135-007, located at 718 3rd Street.
3. Elizabeth Burks, Executive Director, is authorized and directed to execute a Certificate of Acceptance evidencing this Resolution, and all other documents and instruments as necessary to implement this Resolution, close escrow on the Property, and complete the Property transaction.

This Resolution shall be effective upon its adoption.

Adopted this ____ day of _____, 2026

ATTEST:

Michael Gerace, Chair of the Board

Lori Taketa, Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2026-5 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

EXHIBIT "A"
Legal Description

APN: 001-135-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3 AND 4 IN BLOCK 34 OF THE CITY OF EUREKA, AS PER MAP RECORDED IN BOOK 1, PAGE 16, OF MAPS, AND COPY THEREOF IN BOOK 6, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

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Staff Report

Agenda Item # 8.3

Information

Agenda Date	May 28, 2026
To	Board of Directors
Prepared by	Jocelyn Gwynn, Senior Power Resources Manager
Subject	Paradigm Wind Power Purchase Agreement – Information Only

Summary

Staff are providing information about a Power Purchase Agreement (PPA) for the Paradigm Wind repower project in the Tehachapi Wind Resource Area of Kern County. The project will involve replacing eight inoperative 500 kW wind turbines with six new 660 kW turbines to be placed on existing tower bases. The facility was originally installed in the early 1980s and has been repowered three times since then. The project does not require new land use or building permits as Kern County considers wind repowering to be a maintenance activity. The project will continue to operate under its existing interconnection agreement with Southern California Edison (SCE) and is currently in process of registering as a new resource with the California Independent System Operator (CAISO), as it was previously operating outside the CAISO market. Paradigm owns the project site and is in process of finalizing a supply agreement for the wind turbines. Although Paradigm is in process of finalizing their milestone schedule, it is expected to reach commercial operation in early 2027 and would deliver power to RCEA for a 15-year term. Staff will seek Board approval of the Paradigm Wind PPA at the June Board meeting once the developer has finalized their milestone schedule and negotiations have concluded.

Paradigm’s original offer was energy-only, meaning the project is not eligible to deliver resource adequacy (RA) capacity. However, Paradigm and RCEA believe the project could eventually become eligible to provide RA, given CAISO’s planned upgrades to the transmission system. Paradigm has offered to include RA as a potential product at no additional cost, in exchange for RCEA reimbursing them for any deliverability study or network upgrade fees required to obtain the RA. RCEA would have full discretion whether to expend these costs depending on the value of the RA over the remaining delivery term, and would bring the decision to the Board for approval if the amount exceeded the Executive Director’s spending authority.

Background

The Paradigm Energy wind project was offered to RCEA’s 2025 Request for Offers (RFO) for Long-Term Renewable Portfolio Standard Resources. Staff brought the offer to the Board RFO ad hoc subcommittee which approved it for shortlisting in December.



Equity Impacts

None, this is a repower project.

Alignment with RCEA's Strategic Plan

By continuing to build RCEA's portfolio of long-term renewable energy resources, this project supports the following 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
- 4.1.5 Ensure Diversity in Local Sources

Financial Impact

The annual cost of the Paradigm wind PPA is expected to be about 2% of RCEA's annual wholesale power budget. Current modeling by The Energy Authority shows the project having a slightly negative net present value, meaning the contract is expected to cost slightly more than the forecasted value of the energy revenues, renewable certificates, and eventual RA capacity. However, as RCEA's first wind PPA, the project adds valuable resource diversity benefits to RCEA's power portfolio by generating mainly during non-solar hours, for very little development risk. Also, securing an additional long-term, fixed-price power contract backed by a physical asset helps reduce risk for RCEA by locking in predictable energy costs and insulating RCEA from volatile market prices. Lastly, the price forecast used in the net present value analysis is greatly influenced by currently depressed pricing in power and bilateral markets, so if prices spike, the analysis could quickly flip to a positive net present value. This procurement will be accounted for in RCEA's mid-year budget adjustment for FY 2026-2027.

Staff Recommendation

None – Information Only.

Attachments

None.