



**AGENDA
BOARD OF DIRECTORS MEETING
THURSDAY, JANUARY 6, 2022
8:45 A.M.**

******AB 361******

****RE CORONAVIRUS COVID-19****

CONSISTENT WITH THE PROVISIONS OF AB 361, MEMBERS OF THE BOARD OF DIRECTORS WILL PARTICIPATE IN THE JANUARY 6, 2022 MEETING BY TELECONFERENCE. IN-PERSON PARTICIPATION BY THE PUBLIC WILL NOT BE PERMITTED AND NO PHYSICAL LOCATION FROM WHICH THE PUBLIC MAY ATTEND THE MEETING WILL BE AVAILABLE. REMOTE PUBLIC PARTICIPATION DETAILS ARE LISTED BELOW.

Members of the public who wish to participate in the Board of Directors Meeting may do so via the following webinar link or teleconference call-in number and meeting code:

- Webinar link: <https://us06web.zoom.us/j/88546704126>
- Telephone number: 1 (253) 215-8782
 - Meeting ID: 885 4670 4126

PLEASE NOTE: The Sonoma Clean Power Business Office is closed and this meeting will be conducted entirely by teleconference.

How to Submit Public Comment During the Teleconference Meeting:

The Chair will request public comment during the Public Comment period for all items on the agenda. Comments may be submitted in writing to meetings@sonomacleanpower.org or during the meeting via the webinar "raise your hand" feature. For detailed public comment instructions, [please visit this page](#).

For written comments, state the agenda item number that you are commenting on and limit to 300 words. Written comments received prior to the meeting and/or the agenda item you wish to comment on will be read into the record up to 300 words.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation or an alternative format, please contact the Clerk of the Board at (707) 890-8491, or by email at meetings@sonomacleanpower.org as soon as possible to ensure arrangements for accommodation.

Staff recommendations are guidelines to the Board. On any item, the Board may take action which varies from that recommended by staff.

CALL TO ORDER

BOARD OF DIRECTORS CONSENT CALENDAR

1. Approve December 2, 2021 Draft Board of Directors Meeting Minutes
(Staff Recommendation: Approve) - pg. 7
2. Authorize Extension of SCP Resolution 2021-05 Permitting Remote Teleconference Meetings of the Board of Directors and Community Advisory Committee Pursuant to AB 361 (Staff Recommendation: Approve) - pg. 15
3. Pass a Resolution Opposing the Use of Rail to Transport U.S. Coal for Export
(Staff Recommendation: Approve) - pg. 19
4. Receive Update of 2020 Power Content Label
(Staff Recommendation: Receive & File) - pg. 23
5. Receive Legislative and Regulatory Updates
(Staff Recommendation: Receive and File) - pg. 25
6. Approve and Ratify the Sonoma Clean Power Market Access Program Plan
(Staff Recommendation: Approve) - pg. 27

BOARD OF DIRECTORS REGULAR CALENDAR

7. Receive Internal Operations and Monthly Financial Report and Provide Direction as Appropriate (Staff Recommendation: Receive and File) - pg. 31
8. Accept the Independent Draft Report for the Financial Statements from Fiscal Years Ending June 30, 2020 and June 30, 2021
(Staff Recommendation: Approve) - pg. 43
9. Delegate Authority to the CEO or His Designee to Execute a Professional Services Agreement with StopWaste in the Amount Not-To-Exceed of \$300,000 (\$30,000 in Administration Fees and \$270,000 in Customer Incentives) to Provide SCP Incentives Through the BayREN Multifamily Building Enhancement (BAMBE) Program (Staff Recommendation: Approve) - pg. 45
10. Continuation of Update on Empower (SCP's Community Engagement, Education, and Outreach) (Staff Recommendation: Receive & File) - pg. 71
11. Receive 2021 Annual Report (Staff Recommendation: Receive & File) - pg. 81

BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

(Comments are restricted to matters within the Board's jurisdiction. Please be brief and limit spoken comments to three minutes, or 300 words if written.)

ADJOURN

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COMMONLY USED ACRONYMS AND TERMS

CAC	Community Advisory Committee
CAISO	California Independent Systems Operator
CCA	Community Choice Aggregation
CEC	California Energy Commission
CleanStart	SCP's standard service
CPUC	California Public Utility Commission
DER	Distributed Energy Resource
DR	Demand Response
ERRA	Energy Resource Recovery Account
EverGreen	SCP's 100% renewable, 100% local energy service
Geothermal	A locally-available, low-carbon baseload renewable resource
GHG	Greenhouse gas
GRC	General Rate Case
GridSavvy	The GridSavvy Community is SCP's demand response program which offers incentives on smart devices like electric vehicle chargers, smart thermostats, and heat pump water heaters. These devices can then be controlled via a signal to respond to grid needs.
IOU	Investor Owned Utility (e.g., PG&E)
IRP	Integrated Resource Plan
JPA	Joint Powers Authority
MW	Megawatt (Power = how fast energy is being used at one moment)
MWh	Megawatt-hour (Energy = how much energy is used over time)
NEM	Net Energy Metering
NetGreen	SCP's net energy metering program
PCIA	Power Charge Indifference Adjustment (<i>This fee is intended to ensure that customers who switch to SCP pay for certain costs related to energy commitments made by PG&E prior to their switch.</i>)
ProFIT	SCP's "Feed in Tariff" program for larger local renewable energy producers - Fully subscribed
RA	Resource Adequacy - a required form of capacity for compliance
RPS	The Renewables Portfolio Standard (RPS) is a California regulatory program that sets continuously escalating renewable energy procurement requirements for the state's electricity suppliers. Electricity suppliers must procure a verified percentage of total electricity through RPS-certified renewable facilities.
REC	Renewable Energy Credit - process used to track renewable energy for compliance in California.
SCP	Sonoma Clean Power
TOU	Time of Use, used to refer to rates that differ by time of day and by season

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**DRAFT MEETING MINUTES
BOARD OF DIRECTORS MEETING
THURSDAY, DECEMBER 2, 2021
8:45 A.M.**

******AB 361******

****RE CORONAVIRUS COVID-19****

CONSISTENT WITH THE PROVISIONS OF AB 361 WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT, MEMBERS OF THE BOARD OF DIRECTORS PARTICIPATED IN THE DECEMBER 2, 2021 MEETING BY TELECONFERENCE.

CALL TO ORDER

Chair Bagby called the meeting to order at approximately 8:49 a.m.

Board Members present: Chair Bagby, Vice Chair King, and Directors Landman, Peters, Elward, Rogers, Slayter, Felder, Fudge, and Gjerde.

Staff present: Geof Syphers, Chief Executive Officer; Michael Koszalka, Chief Operating Officer; Stephanie Reynolds, Director of Internal Operations; Neal Reardon, Director of Regulatory Affairs; Rebecca Simonson, Director of Programs; Kate Kelly, Director of Public Relations and Marketing; Scott Salyer, Programs Manager; Claudia Sisomphou, Communications Specialist; and Joshua Nelson, Special Counsel.

BOARD OF DIRECTORS CONSENT CALENDAR

1. Approve November 4, 2021 Draft Board of Directors Meeting Minutes
2. Authorize Extension of SCP Resolution 2021-05 Permitting Remote Teleconference Meetings of the Board of Directors and Community Advisory Committee Pursuant to AB 361
3. Adopt Resolution Setting a Date, Hour and Place for Regular Meetings and Approve Board of Directors Meeting Dates for 2022 Calendar Year

Public Comment: None

Motion to Approve the December 2, 2021 Board of Directors Consent Calendar by Director Rogers

Second: Director Landman

Motion passed by roll call vote: 10 - 0 - 0

BOARD OF DIRECTORS REGULAR CALENDAR

4. Receive Nominations and Appoint Community Advisory Committee (CAC) Member(s) for the Term Beginning January 1, 2022

Directors Elward, Slayter, and Gjerde spoke on behalf of the ad hoc committee appointed to review applications for candidates to fill current and upcoming vacancies on the Community Advisory Committee (CAC).

The ad hoc committee recommended the reappointments of existing Committee members Dick Dowd and Denis Quinlan for new four-year terms that would end in 2025. Four new candidates were recommended: Sarah Booth and Jeff Kelly for four-year terms ending in 2025, and Crispin Hollinshead and Spencer Lipp for two-year terms ending in 2023 to fill early vacancies left by prior members.

Geof Syphers, Chief Executive Officer, gave brief statements on the background of each of the new candidates.

The ad hoc committee recommended leaving one final vacant seat open until the committee can reconvene again to determine the best path to improve diverse representation on the CAC

Director Landman expressed concern with leaving a vacancy and turning down other qualified candidates.

Public comment:

Sarah Booth, Jeff Kelly, Spencer Lipp, and Crispin Hollinshead, the four new recommended candidates, each gave brief statements on their backgrounds. Dick Dowd spoke on his experience serving so far.

Motion to Appoint Community Advisory Committee (CAC) Members for the Term Beginning January 1, 2022 by Vice Chair King.

Second: Director Gjerde

Motion passed by roll call vote: 9 - 1 - 0

5. Receive Internal Operations and Monthly Financial Report and Provide Direction as Appropriate

Rebecca Simonson, Director of Programs, introduced new staff member Kimberly Beltran who was recently hired as the Technical Programs Manager.

Stephanie Reynolds, Director of Internal Operations, introduced Darin Bartow who was also recently hired as Executive Assistant/Clerk of the Board.

Director Reynolds continued with updates contained in the written report including details on participation rates and marketing updates.

Scott Salyer, Programs Manager, gave a brief overview of the Advanced Energy Rebuild program that was established after the 2017 wildfires to provide incentives to help homeowners rebuild more efficiently. He then gave a detailed update on the program's progress to date and concluded by announcing that the incentive completion date has been extended from November 15, 2021 to November 15, 2022 for customers that can demonstrate delays due to COVID-19 or other extenuating circumstances.

CEO Syphers gave a thorough update on CC Power, the joint procurement entity made up of other CCA's.

He continued with detailed information on the financial updates contained in the packet covering higher than expected energy costs and the expected decrease in PCIA for 2022, followed by likely increases to the PCIA in 2023 or 2024. Staff will return with a detailed plan and forecast to ensure customer bills remain stable and determine how SCP can best protect its customers.

Director Landman commented on the letter campaign regarding CC Power and the perceived lack of public oversight.

Director Slayter posed questions about SCP's banking and investments, and the status of those items. Chief Operating Officer, Mike Koszalka, responded that the Board approved SCP's Investment Policy in October 2021 which clarified and acknowledged that SCP's investing strategies align with California state laws surrounding public agency investments.

Vice Chair King requested more detailed information on participation and opt-out rates, particularly for Mendocino County, at a future meeting. CEO Syphers, COO Koszalka, and Director Reynolds gave some background on recapture efforts and clarified that opt-out rates in Mendocino County have remained fairly stable since Sonoma Clean Power expanded into the region.

Public Comment: None

6. Receive Legislative and Regulatory Updates and Provide Direction as Appropriate

Neal Reardon, Director of Regulatory Affairs, gave additional details on the Proposed Decision rebuking PG&E's management of "100% Solar Choice" rate, as contained in the packet.

CEO Syphers began the legislative report by highlighting several things that went well during the current year before discussing items that staff are monitoring and planning for the upcoming year. He also touched on CPUC staffing changes and the Federal infrastructure bill.

Director Slayter asked about the Net Energy Metering (NEM) 3.0 proposal, the solar connection fee, and what that could mean for customers. CEO Syphers gave some background and stated that because it is such a large topic, staff would bring it forward with more detail in a future agenda item at an upcoming meeting.

Director Fudge asked when the decision would become effective if it is rendered this month as expected. Director Reardon replied that he would return with a full update when the decision is made.

Public Comment: Madge Strong asked a question about the oversight on how PG&E would communicate with their customers regarding the switch from the "100% Solar Choice" discounted rate plan; she also commented that it seems counterproductive to charge people with rooftop solar a prohibitive fee.

At approximately 10:22 a.m., Chair Bagby called for a 7-minute recess.

7. Delegate Authority to the Chief Executive Officer or Designee to Execute a Professional Services Agreement with Nexo Advertising, LLC in the Amount Not-To-Exceed \$375,000 to Provide Sonoma Clean Power with Multi-Cultural Agency Services Through June 30, 2024

Kate Kelly, Director of Public Relations and Marketing, presented this item and gave background on the Request For Proposals (RFP) process that staff utilized prior to selecting the proposal from Nexo Advertising, LLC for multicultural agency services to provide Spanish language services for SCP.

Director Peters left the meeting at approximately 10:33 a.m.

Director Kelly also gave background on Hector Velazquez, owner of Nexo Advertising, LLC., and his work with other clients to support the decision for selecting this proposal.

Public comment: Hector Velazquez of Nexo Advertising, LLC. thanked staff for the opportunity to continue working with Sonoma Clean Power.

Motion to Delegate Authority to the Chief Executive Officer or Designee to Execute a Professional Services Agreement with Nexo Advertising, LLC in the Amount Not-To-Exceed \$375,000 to Provide Sonoma Clean Power with Multi-Cultural Agency Services Through June 30, 2024 by Director Landman

Second: Director Elward

Director Peters rejoined the meeting at approximately 10:38 a.m., in time to cast a vote on this item.

Motion passed by roll call vote: 9 – 0 – 0. Director Gjerde did not respond when called upon.

8. Continuation of Update on Empower (SCP's Community Engagement, Education, and Outreach)

Claudia Sisomphou, Communications Specialist, continued her presentation on Empower that she began at the October Board of Directors meeting where she covered the section on "Building Partnerships." She gave a brief refresher on the goals of Empower and highlights of the discussion from the last presentation prior to moving onto the next area, "Customer Education."

Vice Chair King asked staff to provide an "elevator pitch" that Board members can use when talking to their constituents or other parties who may be interested in learning more about Sonoma Clean Power or getting a formal presentation or workshop. He expressed difficulty in capturing and then retaining the attention of people when trying to explain what Sonoma Clean Power is and does.

Director Felder spoke about an opportunity for Sonoma Clean Power to have a booth at the City of Sonoma Tuesday night farmer's markets in 2022.

Director Gjerde spoke about contractor shortages in Mendocino County, especially outside of the Ukiah area and along the coast, which make it difficult for Mendocino County customers to access rebates on energy efficient technologies. He would like staff to engage in additional outreach for contractors. CEO Syphers responded that staff would pursue this issue.

Director Peters suggested that SCP and its marketing team develop an elevator pitch, as previously suggested by Vice Chair King. He also recommended the Grassroots Institute as an organization to work with and also commented on the importance of reaching the Hispanic and Latino communities.

Director Slayter commented on SCP's partnership with Sonoma Water to provide energy education in lower elementary grades and suggested expanding that idea into upper grades. He suggested that staff work with climate action committees and other similar groups and also that, staff could reach out to senior housing facilities, which often have community meetings or events, to offer educational presentations.

CEO Syphers commented on programs and activities SCP engages in with upper grade level and high school students, such as the SWITCH Vehicle program.

Chair Bagby stressed the impact social media influencers can have and the importance of utilizing all tools that are available.

Director Fudge suggested creating an early adopter network of customers who would be willing to allow tours of their homes and act as a community resource to show what the technologies are really like in real peoples' homes. Chair Bagby commented that Daily Acts hosts similar tours for some of their programs. Director Elward posed questions about how to ensure the safety of the hosts if something like this were to be offered. CEO Syphers spoke about a model previously used by a nonprofit in the East Bay called Build It Green where they organized home tours on specific days so that there could be additional people onsite to help and also offer cleanup if necessary. They would also publish a guide about the homes on the tour with information on the technologies and costs to help people choose where to tour.

CEO Syphers stated they will return to present the next sections over the next two meetings.

Public comment: Madge Strong sent the following written comment by email:

"Comment on this agenda item: I'd be interested in a presentation (by Zoom) about SCP to Willits Economic Localization (WELL) early in 2022. A little 'pitch' to publicize this would be helpful.

Madge Strong"

BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS

Chair Bagby announced the return of Cloverdale's Winter Festival on 12/3/2021.

Director Slayter announced the Sebastopol tree lighting at 5:30 p.m. on Thursday, 12/2/2021.

Director Fudge shared that after Santa finishes his visit in Sebastopol, he will be traveling to Windsor at 7:00 p.m. the same day.

Director Elward also shared about Rohnert Park's holiday event on Saturday, 12/4/2021 starting at 5:00 p.m.

Director Rogers commented on SCP's sponsorship of the ice rink in downtown Santa Rosa, which is made of a drought-friendly material called "glice."

Director Peters announced the annual lighted truck parade in Fort Bragg on Saturday, 12/4/2021.

CEO Syphers recognized that it is the 5th night of Hanukkah and wished everyone a Happy Hanukkah.

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

Public Comment: Madge Strong submitted the written comment below:

"A public comment to thank Geof Syphers for his presentation to the Willits City Council in November."

At 11:22 a.m. Chair Bagby called for an 8-minute recess and requested that the Board of Directors convene for Closed Session at 11:30 a.m.

CLOSED SESSION

9. Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

At 11:37 a.m., following closed session, Joshua Nelson, Special Counsel for Sonoma Clean Power, returned to provide the following report:

"We reached a settlement with Sand Hill C LLC which terminates a power purchase agreement between the parties. The terms of the settlement are not disclosed, but we believe they are in the interest of our customers."

ADJOURN

The meeting was adjourned at approximately 11:38 a.m.

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Staff Report - Item 02

To: Sonoma Clean Power Authority Board of Directors

From: Geof Syphers, CEO

Issue: Authorize Extension of SCP Resolution 2021-05 Permitting Remote Teleconference Meetings of the Board of Directors and Community Advisory Committee Pursuant to AB 361

Date: January 6, 2022

Requested Action:

Authorize extension of SCP Resolution 2021-05 to permit remote teleconference meetings of the Board of Directors and Community Advisory Committee pursuant to AB 361.

Summary of the Item:

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

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. This item would extend Resolution 2021-25 by making the necessary findings to permit remote meetings.

Attachment:

- Resolution 2021-05 of the Board of Directors of the Sonoma Clean Power Authority

RESOLUTION NO. 2021 - 05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA CLEAN POWER
AUTHORITY AUTHORIZING VIRTUAL BOARD AND COMMITTEE MEETINGS
PURSUANT TO AB 361**

WHEREAS, the Sonoma Clean Power Authority (“SCP”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of SCP’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in SCP’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, SCP has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, SCP staff, and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in SCP, specifically, a state of emergency has been proclaimed related to COVID-19, Sonoma and Mendocino County officials are imposing and recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, these recommendations include the September 24, 2021 Recommendation of the Sonoma County Health Officer Dr. Sundari R. Mase which outlines specific social distancing recommendations for in-person meetings by local agencies within Sonoma County;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SONOMA CLEAN POWER AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) local officials in Sonoma and Mendocino Counties have imposed or recommended measures to promote social distancing in connection with COVID-19, including indoor mask requirements and minimum recommend distance between attendees; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors, including the Community Advisory Committee and other legislatives bodies, under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect October 7, 2021, and shall be effective for 30 days or until this Resolution is extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to thirty days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED AND ADOPTED by the Board of Directors of the Sonoma Clean Power Authority this 7th day of October 2021, by the following vote:

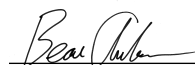
JURISDICTION	NAME	AYE	NO	ABSTAIN/ ABSENT
Cloverdale	Director Bagby	X		
Cotati	Director Landman	X		
Fort Bragg	Director Peters	X		
Petaluma	Director King	X		
Rohnert Park	Director Elward	X		
Santa Rosa	Director Rogers			X
Sebastopol	Director Slayter	X		
Sonoma	Director Felder	X		
Windsor	Director Fudge	X		
County of Mendocino	Director Gjerde	X		
County of Sonoma	Director Hopkins	X		

In alphabetical order by jurisdiction



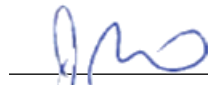
Chair, Sonoma Clean Power Authority

Attest:



Clerk of the Board

APPROVED AS TO FORM:



Special Counsel,
Sonoma Clean Power Authority

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Staff Report - Item 03

To: Sonoma Clean Power Authority Board of Directors

From: Geof Syphers, CEO

Issue: Pass a Resolution Opposing the Use of Rail to Transport U.S. Coal for Export

Date: January 6, 2022

Recommendation

Staff requests that the Board of Directors pass a resolution opposing the financing of rail line improvements by a private company in Wyoming for the purpose of transporting coal for export, and supporting the reservation of that land for a long-distance trail instead.

Background

In October, the SCPA Board of Directors requested staff to bring a draft resolution forward to consider opposing the "Coal Train" project because of the devastating climate impacts of coal, and the health and environmental impacts of coal transport through Sonoma and Mendocino Counties.

Fiscal Impact

None.

Attachments

- Attachment A - Resolution Opposing Rail Transport of Coal Through Sonoma and Mendocino Counties

RESOLUTION NO. 2022-01

NOT YET ADOPTED

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA CLEAN POWER
AUTHORITY OPPOSING RAIL TRANSPORT OF COAL THROUGH SONOMA AND
MENDOCINO COUNTIES**

WHEREAS, the North Coast Railroad Authority has recently sought permission from the United States Surface Transportation Board to abandon failed, unused rail segments between Willits and Humboldt County and railbank the segment, allowing for the development of the Great Railroad Trail; and

WHEREAS, a North Coast Railroad Company (NCRC), a company based in Wyoming, the principals of which have not been made public, has recently submitted paperwork to the Surface Transportation Board objecting to the exemption of the railbanking request from certain challenges, stating its intent to purchase the railroad; and

WHEREAS, the proposed use has been widely reported and corroborated to be for the transportation of coal that is mined in the Midwest; and

WHEREAS, it is presumed that this company intends to transport this coal across the state of California to Marin County and then haul it north through Sonoma, Mendocino, Trinity, and Humboldt counties to the port of Humboldt for export to other countries; and

WHEREAS, coal is the biggest contributor to climate change; and

WHEREAS, the Great Redwood Trail will create a destination for our local communities and attract outdoor enthusiasts, boosting our regional economy and creating the longest continuous railbanked segment in America.

NOW, THEREFORE, BE IT RESOLVED the Sonoma Clean Power Authority encourages the Surface Transportation Board to grant the request of the North Coast Railroad Authority to railbank their rail line from Willits to Humboldt Bay and reject any financial investment into restoring the rail line.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DULY ADOPTED this ___ day of _____, 2021

JURISDICTION	NAME	AYE	NO	ABSTAIN/ ABSENT
Cloverdale	Director Bagby			
Cotati	Director Landman			
Fort Bragg	Director Peters			
Petaluma	Director King			
Rohnert Park	Director Elward			
Santa Rosa	Director Rogers			
Sebastopol	Director Slayter			
Sonoma	Director Felder			
Windsor	Director Fudge			
County of Mendocino	Director Gjerde			
County of Sonoma	Director Hopkins			

In alphabetical order by jurisdiction

Chair, Sonoma Clean Power Authority

Attest:

Clerk of the Board

APPROVED AS TO FORM:

Special Counsel,
Sonoma Clean Power Authority

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Staff Report - Item 04

To: Sonoma Clean Power Authority Board of Directors

From: Neal Reardon, Director of Regulatory Affairs
Deb Emerson, Managing Director of Procurement
Geof Syphers, Chief Executive Officer

Issue: Receive Update of 2020 Power Content Label

Date: January 6, 2022

Requested Action:

Receive 2020 Power Content Label updates.

2020 Power Content Label

PG&E recently issued their Power Content Label for the calendar year 2020. This is a disclosure required annually by the California Energy Commission for load serving entities in the State. This is the first year that new rules governing how various sources are counted are in effect. Now, when load serving entities like PG&E or SCP have more energy than they need to supply their customers, GHG-free sources are counted first. That is, providers report renewables, hydropower, and nuclear energy first.

Because PG&E has lost nearly 50% of their customers over the last decade but still holds onto contracts to supply the full 100%, their reported emissions are much lower than their actual emissions. See graphic with reported emissions below:



In contrast, all of Sonoma Clean Power's sources are reflected in the Power Content Label as we do not have excess supply of resources. SCP's CleanStart service is 48.7% renewable with a GHG Emissions Intensity of 80 lbs CO₂e/MWh. EverGreen, which is 100% renewable, produces a GHG Emissions Intensity of 64 lbs CO₂e/MWh – from Geothermal generation. PG&E's Base Plan GHG Emissions Intensity, even with the under-reporting described above, is 160 lbs CO₂e/MWh – double that of CleanStart.



Staff Report - Item 05

To: Sonoma Clean Power Authority Board of Directors

From: Neal Reardon, Director of Regulatory Affairs
Geof Syphers, Chief Executive Officer

Issue: Receive Legislative and Regulatory Updates

Date: January 6, 2022

Requested Action:

Receive Legislative and Regulatory Updates.

Updates:

Proposed Decision Reforming Net Energy Metering 2.0

On December 13, 2021, the CPUC issued the much-awaited Proposed Decision revising net energy metering 2.0 ("NEM 2.0") and replacing it with "Net Billing." These tariffs are what allow customers with onsite renewable generation – often solar systems on their roofs – to receive financial credits for the energy they produce. The Proposed Decision is on the agenda for the Commission's January 27, 2022 voting meeting. If adopted in its current form it would make a host of changes which ultimately reduce the subsidies provided by all customers to those who participate in NEM.

Specifically, the decision proposes:

- Introducing a new monthly fee called the "Grid Participation Charge" of \$8/kW per month for solar systems, which would amount to \$40-\$50 for a typical residential customer
- Reducing the financial credit given for energy exported to the grid from the retail rate to the Avoided Cost rate, which would reduce compensation by approximately 75%

- Transferring all customers with existing NEM 2.0 tariffs to the new Net Billing tariff after the customers have been on NEM 2.0 for 15 years
- Providing existing customers with a “Market Transition Credit” of \$1.62/kW and \$4.36/kW for CARE customers for solar systems equipped with onsite storage, this would extend for 10 years minus the amount of time they were on NEM 2.0
- Offering an optional incentive of \$0.20/Wh for NEM 2.0 customers who voluntarily switch to Net Billing within 4 years of the Decision being adopted, the credit declines by 25%/year until expiring in year 5
- Sunsetting NEM 2.0 within 120 days after the adoption of the Decision

The rationale for the proposed changes is that the current NEM tariff, referred to as NEM 2.0, has been found to negatively impact non-participating customers and is not cost-effective, the successor tariff is designed to promote equity, inclusion, electrification, and paired storage and provide a glide path so the industry can transition. CPUC modeling estimates that rooftop solar systems will no longer provide the ~5 year payback they do today, and will take between 7-13 years for customers to break even on their initial investment. Also of note, the Proposed Decision acknowledges that even with the reductions in credits proposed, Net Billing customers would remain subsidized by non-participating customers.

CPUC Staffing Updates

CPUC Commissioner Martha Guzman-Acevez was selected by President Biden to run EPA Region 9 in San Francisco, opening a seat on the Commission immediately. No announcement about her replacement has been made yet.



Staff Report - Item 06

To: Sonoma Clean Power Authority Board of Directors

From: Rebecca Simonson, Director of Programs
Neal Reardon, Director of Regulatory Affairs

Issue: Approve and Ratify the Sonoma Clean Power Market Access Program Plan

Date: January 6, 2022

Recommendation

Staff requests that the Board of Directors approve and ratify Sonoma Clean Power's Market Access Program Plan. The Market Access Program ("MAP") plan is provided as Attachment A to the Elect to Administer Advice Letter provided in Attachment A. The Advice Letter was filed with the California Public Utility Commission on December 1, 2021.

Background

CPUC Energy Efficiency programs (mostly administered by PG&E and BayREN in SCP territory) are funded by non-bypassable charges collected from all electric ratepayers' distribution rates. SCP customers pay these charges on PG&E's portion of the bill. CCAs can also administer programs with these funds through a CPUC advice letter process. CPUC Decision D.14-01-033, Decision Enabling Community Choice Aggregators to Administer Energy Efficiency Programs, established the rules for CCAs to submit advice letters to elect to administer energy efficiency programs for their own customers.

Until now, SCP has chosen to not seek access to this funding for the following reasons:

1. SCP customers can still participate in PG&E administered energy efficiency programs.

2. The CPUC process, reporting, and cost effectiveness requirements were burdensome and did not allow SCP to be nimble and flexible
3. Energy efficiency programs did not cover fuel switching or peak load shifting strategies and did not adequately account for their benefits in the required programs evaluation and measurement and cost effectiveness calculations.
4. SCP was interested in more impactful and far-reaching programs that were out of the energy efficiency programs box.

On October 29, 2021, the CPUC issued a Proposed Decision on Energy Efficiency Actions to Enhance Summer 2022 and 2023 Electric Reliability that included an Emergency Market Access Program “EMAP” that specifically addressed peak load shifting for reliability and grid support. Given the urgent need to address summer reliability and the focus more on load shifting than energy efficiency, the CPUC has created a separate pool of funding for the EMAP that will not be subject to the standard cost effectiveness computing. A standard Market Access Program “MAP” can utilize standard CPUC Energy Efficiency funding that is subject to cost effectiveness, however an EMAP can utilize an additional set of funding.

For the first time, the EMAP in the CPUC Proposed Decision is in alignment with programs and strategies that SCP has already heavily invested in. Thus, SCP proposes to administer a MAP with CPUC funding. SCP filed an advice letter on December 1, 2021 to seek funding for SCP to administer a MAP. The advice letter sought to gain access to Energy Efficiency Programs funding as well as funding from the CPUC’s EMAP.

This is a milestone for SCP, as this is the first time SCP has applied for CPUC funding. SCP made this decision for the following reasons:

1. Though SCP does not currently have a MAP, the EMAP is in alignment with strategies and programs SCP is already implementing.
2. If SCP were to launch a similar MAP without CPUC funding, the program would compete with PG&E’s same program and our customers would effectively be paying twice; once through their non-bypassable charges and second time through SCP’s programs budget.
3. If SCP defers to PG&E to run the program in our territory, the program would not be tailored to SCP customer needs and would give PG&E control over our customers’ load management with no forecasting or budgeting insight for SCP.

4. MCE partnered with the company, Recurve, to deliver a 2021 program that served as the premise for the CPUC Proposed Decision. SCP can efficiently and effectively replicate the program through a partnership with Recurve.

Discussion

Attachment A provides SCP's advice letter and outlines SCP's proposed MAP options. SCP would use a "FLEXmarket" tool from Recurve, which MCE used in 2021 and the CPUC approved for EMAP funding.

FLEXmarket is a market-based program structure that delivers energy efficiency, demand flexibility, and grid support. The FLEXmarket structure: (a) sets a price-point for energy efficiency improvements and peak demand reduction and (b) pays incentives according to that price-point based on actual performance yield, as measured by industry-standard meter data analysis.

Through FLEXmarket, SCP seeks to achieve the following outcomes:

- Peak load reduction benefits
- Avoided GHG emissions
- Customer utility bill savings
- Energy savings

The proposed SCP FLEXmarket program would offer financial incentives in exchange for proven electricity usage reductions for SCP's customers brought by Service Providers as well as directly enrolled large commercial & industrial (C&I) customers. Service Providers and C&I customers would enroll in FLEXmarket, work to maximize the overall energy efficiency improvements and peak load reduction, and receive an incentive payment for proven energy reduction. The proven energy efficiency reduction would be calculated using the CPUC approved open-source CalTRACK methodologies for Normalized Metered Energy Consumption ("NMEC") analysis of portfolios of treated sites.

SCP's FLEXmarket customers' current power usage would be compared against a "counterfactual" – the customers' estimated consumption of energy if the improvements had not taken place. SCP would compensate Service Providers and C&I FLEXmarket customers by offering one or both of the following types of performance incentive:

1. Energy Efficiency Market Incentive. The Energy Efficiency Market Incentive provides compensations for overall energy usage reductions compared to the counterfactual based on monthly kWh savings. The actual incentives would vary on an hourly basis based on seasonal avoided cost curves, which account for the increased cost of energy during peak hours. All compensation under this incentive reflects the actual value of the avoided energy use.
2. "Peak Kicker" Incentive. The Peak Kicker Incentive provides additional compensation for peak-load reductions over and above that provided by the Energy Efficiency Market Incentive. This compensation is not tied to the avoided energy costs, and instead is intended to provide a robust financial incentive to reduce load during summer peak periods.

Community Advisory Committee

The Community Advisory Committee unanimously voted to recommend that the Board ratify and approve the Market Access Program Plan during the December 16, 2021 Committee meeting.

Fiscal Impact

This program would be funded by the CPUC Energy Efficiency programs through SCP's ratepayer non-bypassable charges. There is no net fiscal impact for SCP customers and no cost to SCP itself.

Attachments

- Attachment A - Elect to Administer Application to CPUC (Available at [this link](#) or by request from the Clerk of the Board.)



Staff Report - Item 07

To: Sonoma Clean Power Authority Board of Directors

From: Stephanie Reynolds, Director of Internal Operations
Mike Koszalka, Chief Operating Officer

Issue: Receive Internal Operations and Monthly Financial Report and Provide Direction as Appropriate

Date: January 6, 2022

ADVANCED ENERGY CENTER

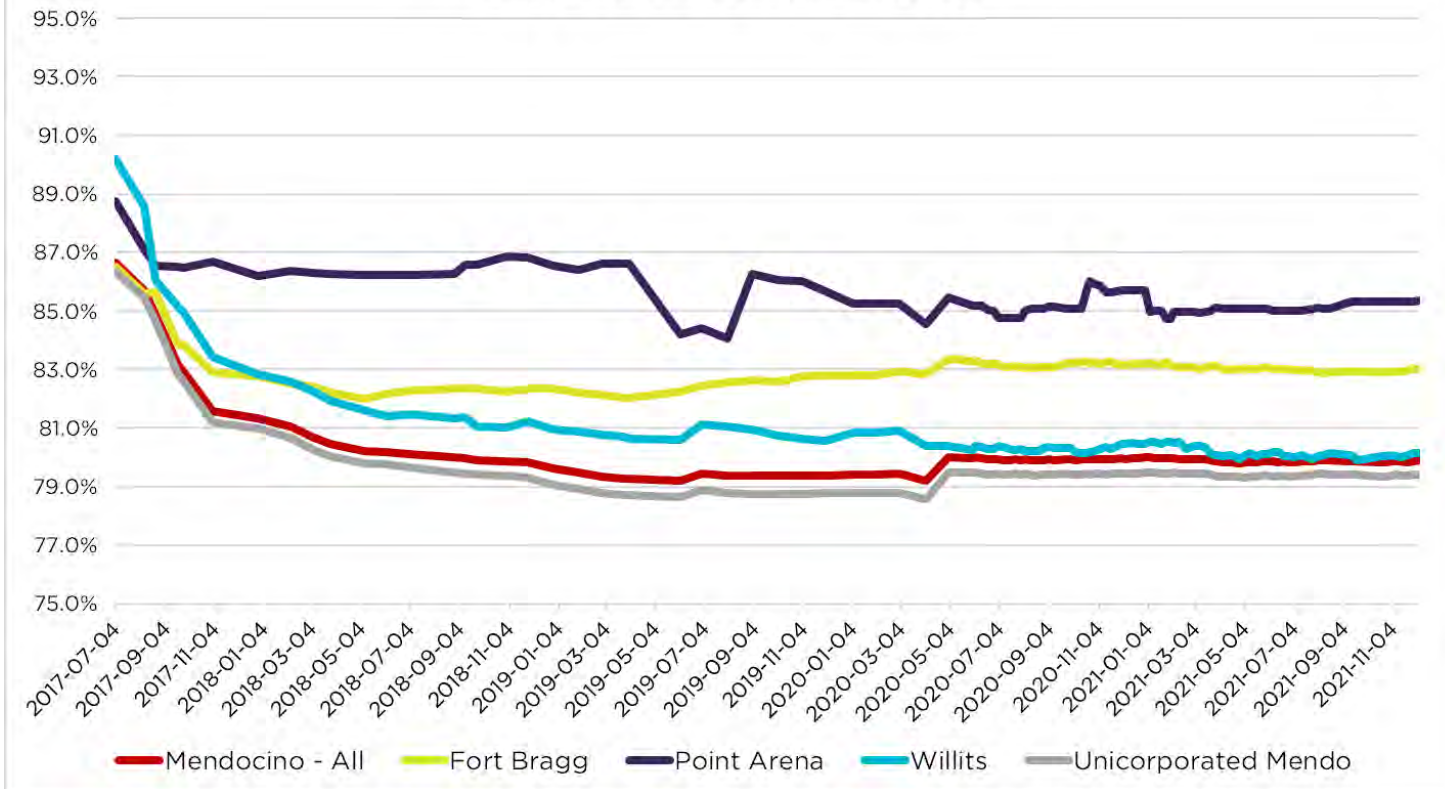
The Advanced Energy Center has a new display area for simple solutions to electrify your home. Solutions from E-fireplaces, air fryers, and portable induction cooktops that can help SCP's customers live without fossil gas while improving cooking and indoor air quality.

Staff are proud to report we have 181 active energy efficient installation projects, 25% of which are financed under the 0% loan program. Over 47% or 141,000 of the 300,000 square foot goal from the CEC grant has been met. The two leading technology types are induction cooktops and heat pump water heaters. The heat pump water heater is proving to be the most energy efficient product you can install to lower the greenhouse gas emissions and eliminate carbon monoxide within the home.

MENDOCINO COUNTY PARTICIPATION

As requested by the Board, below is a chart illustrating Mendocino County's participation trend since the rollout of service in June 2017. Note the vertical axis of the graph is zoomed in to better show the differences between the jurisdictions. As a whole, participation has remained between 79%-80% since late 2017. A stable participation rate is helpful for procurement and planning, but SCP would love to see it increase in the future. Staff anticipate that continued and expanded efforts around customer services and programs is the best pathway to get customers to re-enroll.

Participation Rates in Mendocino County July 2017 to November 2021



CUSTOMER PROGRAMS STRATEGIC ACTION PLAN

The SCP's Customer Programs Strategic Action Plan was historically updated in January and June each year. Staff expects the next revision of the Strategic Action Plan to be presented to the Community Advisory Committee in March 2022 and the Board in April 2022. The Strategic Action Plan timeline is being adjusted to align more closely to the annual budgeting and planning process for the next fiscal year. While preserving SCP's work in market transformation, the Strategic Action Plan will also begin to place more focus on metrics that measure direct GHG emissions reduction, participation by customer type and demographics, and fiscal impact to our community on a program by program basis.

CITY OF ROHNERT PARK EVERGREEN ENROLLMENTS

Since the last Board meeting, the City of Rohnert Park has joined the list of member cities who have fully enrolled in our EverGreen Service. The City fully enrolled all 176 accounts. This pattern of member enrollments sends a strong message and sets a

great example for our customers showing how simple it is to make a difference towards reducing the impacts of climate change and investing our energy dollars in local power sources.

MONTHLY COMPILED FINANCIAL STATEMENTS

The year-to-date change in net position is more negative than projections due to greater than expected cost of energy. The YTD cost of energy is more than expectations by approximately 12%. Revenue from electricity sales is close to budget projections. Year-to-date electricity sales reached \$63,903,000.

SCP maintains a balanced portfolio by procuring electricity from multiple sources. Net position is a positive \$92,262,000. In addition to Net Position, SCP maintains an Operating Account Fund of \$26,000,000 at the end of the period. Approximately \$72,385,000 is set aside for reserves.

Aside from cost of energy, overall other operating expenses continued near or slightly below planned levels for the year.

BUDGETARY COMPARISON SCHEDULE

The accompanying budgetary comparison includes the 2021/22 budget approved by the Board of Directors in June 2021.

The budget is formatted to make comparisons for both the annual and the year-to-date perspective. The first column, 2021/22 YTD Budget, allocates the Board approved annual budget at expected levels throughout the year with consideration for the timing of additional customers, usage volumes, staffing needs etc. This column represents our best estimates, and this granular approach was not part of the Board approved budget.

Revenue from electricity sales to customers is on target with the budget at the end of the reporting period.

The cost of electricity is more than the budget-to-date by approximately 12%. Variation in this account is due to fluctuating market cost of energy on open position purchases.

Major operating categories of Data Management fees and PG&E Service fees are based on the customer account totals and are closely aligned to budget.

In addition to the items mentioned above, SCP continues its trend of remaining near or under budget for most of its operating expenses.

ATTACHMENTS

- October 2021 Financials

UPCOMING MEETINGS

- Community Advisory Committee - January 20, 2022
- Board of Directors - February 3, 2022
- Community Advisory Committee - February 17, 2022
- Board of Directors - March 3, 2022



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

Management is responsible for the accompanying special purpose statement of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended October 31, 2021, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of Sonoma Clean Power Authority.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. Sonoma Clean Power Authority's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
November 23, 2021

**SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Four Months Ended October 31, 2021**

	2021/22 YTD Budget	2021/22 YTD Actual	2021/22 YTD Budget Variance (Under) Over	2021/22 YTD Actual / Budget %	2021/22 Budget	2021/22 Budget Remaining
REVENUE AND OTHER SOURCES:						
Electricity (net of allowance) *	\$ 63,195,101	\$ 63,195,695	\$ 594	100%	\$ 179,277,000	\$ 116,081,305
Evergreen Premium (net of allowance)	633,817	707,421	73,604	112%	2,074,000	1,366,579
Inflow from Operating Account Fund Reserves	-	-	-	0%	1,353,000	1,353,000
CEC Grant	688,333	376,208	(312,125)	55%	2,065,000	1,688,792
BAAQMD grant	16,667	41,500	24,833	249%	50,000	8,500
Interest income	280,000	83,769	(196,231)	30%	840,000	756,231
Revenue - Liquidated damages	-	216,013	216,013	-	-	(216,013)
Total revenue and other sources	64,813,918	64,620,606	(193,312)	100%	185,659,000	121,038,394
EXPENDITURES AND OTHER USES:						
CURRENT EXPENDITURES						
Cost of energy and scheduling	58,835,926	66,061,751	7,225,825	112%	159,436,000	93,374,249
Data management	1,065,717	1,062,089	(3,628)	100%	3,198,000	2,135,911
Service fees- PG&E	324,045	323,169	(876)	100%	973,000	649,831
Personnel	2,066,667	1,611,008	(455,659)	78%	6,200,000	4,588,992
Outreach and communications	450,000	246,961	(203,039)	55%	1,350,000	1,103,039
Customer service	121,000	137,455	16,455	114%	363,000	225,545
General and administration	380,000	278,700	(101,300)	73%	1,140,000	861,300
Legal	136,667	132,152	(4,515)	97%	410,000	277,848
Regulatory and compliance	143,333	54,514	(88,819)	38%	430,000	375,486
Accounting	81,667	62,000	(19,667)	76%	245,000	183,000
Legislative	40,000	-	(40,000)	0%	120,000	120,000
Other consultants	75,000	172,486	97,486	230%	225,000	52,514
Industry memberships and dues	178,667	183,548	4,881	103%	536,000	352,452
Program implementation	1,880,000	449,320	(1,430,680)	24%	5,640,000	5,190,680
Program - CEC grant	1,333,333	475,469	(857,864)	36%	4,000,000	3,524,531
Total current expenditures	67,112,022	71,250,622	4,138,600	106%	184,266,000	113,015,378
OTHER USES						
Capital outlay	464,333	525,867	61,534	113%	1,393,000	867,133
Total Expenditures, Other Uses and Debt Service	67,576,355	71,776,489	4,200,134	106%	185,659,000	113,882,511
Net increase (decrease) in available fund balance	\$ (2,762,437)	\$ (7,155,883)	\$ (4,393,446)		\$ -	\$ 7,155,883
<i>* Represents sales of approximately 754,000 MWh for 2021/22 YTD actual.</i>						
RESERVES						
Operating Cash Reserve	\$ 59,294,000		\$ 92,133,000			
Program Cash Reserve	10,858,000		18,426,600			
Collateral Cash Reserve	2,233,000		15,943,600			
	\$ 72,385,000		\$ 126,503,200			

SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
Four Months Ended October 31, 2021

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$ (7,155,883)
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:	
Subtract depreciation expense	(453,164)
Add back capital asset acquisitions	542,817
Add back certain program expenses recognized for budget purposes only	<u>(360,000)</u>
Change in net position	<u><u>\$ (7,426,230)</u></u>



ACCOUNTANTS' COMPILATION REPORT

Management
Sonoma Clean Power Authority

Management is responsible for the accompanying financial statements of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the statement of net position as of October 31, 2021, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. Sonoma Clean Power Authority's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
November 23, 2021

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF NET POSITION

As of October 31, 2021

ASSETS

Current assets	
Cash and cash equivalents	\$ 49,022,715
Accounts receivable, net of allowance	21,296,596
Other receivables	2,461,605
Accrued revenue	7,589,022
Prepaid expenses	1,246,395
Deposits	4,142,714
Total current assets	<u>85,759,047</u>
Noncurrent assets	
Unrestricted cash in Rate Stabilization Fund	26,000,000
Deposits	6,160,922
Land	860,520
Capital assets, net of depreciation	19,129,706
Total noncurrent assets	<u>52,151,148</u>
Total assets	<u>137,910,195</u>

LIABILITIES

Current liabilities	
Accrued cost of electricity	15,725,910
Accounts payable	1,006,054
Other accrued liabilities	2,435,668
User taxes and energy surcharges due to other governments	480,580
Total current liabilities	<u>19,648,212</u>

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	26,000,000
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NET POSITION

Investment in capital assets	19,990,226
Unrestricted	72,271,757
Total net position	<u>\$ 92,261,983</u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Four Months Ended October 31, 2021

OPERATING REVENUES

Electricity sales, net	\$ 63,195,695
Evergreen electricity premium	707,421
Grant revenue	417,708
Liquidated damages	216,013
Total operating revenues	<u>64,536,837</u>

OPERATING EXPENSES

Cost of electricity	66,061,751
Contract services	2,857,350
Staff compensation	1,611,008
General and administration	587,863
Program rebates and incentives	475,700
Depreciation	453,164
Total operating expenses	<u>72,046,836</u>
Operating income (loss)	<u>(7,509,999)</u>

NONOPERATING REVENUES (EXPENSES)

Interest income	<u>83,769</u>
Nonoperating revenues (expenses), net	<u>83,769</u>

CHANGE IN NET POSITION

	(7,426,230)
Net position at beginning of period	<u>99,688,213</u>
Net position at end of period	<u><u>\$ 92,261,983</u></u>

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS Four Months Ended October 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 63,617,905
Other operating receipts	1,657,112
Payments to electricity suppliers	(65,287,356)
Payments for other goods and services	(3,903,324)
Payments for staff compensation	(1,724,567)
Tax and surcharge payments to other governments	(886,222)
Payments for program rebates and incentives	<u>(516,341)</u>
Net cash provided (used) by operating activities	<u>(7,042,793)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(3,146,741)</u>
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CASH FLOWS FROM INVESTING ACTIVITIES

Interest income received	<u>115,883</u>
Net cash provided (used) by investing activities	<u>115,883</u>

Net change in cash and cash equivalents	(10,073,651)
Cash and cash equivalents at beginning of year	<u>85,096,366</u>
Cash and cash equivalents at end of period	<u><u>\$ 75,022,715</u></u>

Reconciliation to the Statement of Net Position

Unrestricted cash and cash equivalents (current)	\$ 49,022,715
Unrestricted cash and cash equivalents (noncurrent)	<u>26,000,000</u>
Cash and cash equivalents	<u><u>\$ 75,022,715</u></u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
Four Months Ended October 31, 2021

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating income (loss)	\$ (7,509,999)
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	453,164
Revenue adjusted for allowance for uncollectible accounts	1,304,147
(Increase) decrease in:	
Accounts receivable	(3,825,614)
Other receivables	(950,761)
Accrued revenue	1,389,582
Prepaid expenses	(136,053)
Deposits	(349,798)
Increase (decrease) in:	
Accrued cost of electricity	1,936,914
Accounts payable	(412,009)
Accrued liabilities	(596,777)
User taxes due to other governments	(39,548)
Supplier security deposits	1,693,959
Net cash provided (used) by operating activities	<u>\$ (7,042,793)</u>



Staff Report - Item 08

To: Sonoma Clean Power Authority Board of Directors

From: Michael Koszalka, Chief Operations Officer
Stephanie Reynolds, Director of Internal Operations

Issue: Accept the Independent Draft Report for the Financial Statements from Fiscal Years Ending June 30, 2020 and June 30, 2021

Date: January 6, 2022

Requested Board Action:

Accept the independent draft report for the Financial Statements from Fiscal Years ending June 30, 2020 and June 30, 2021.

Background:

Pisenti & Brinker will be presenting their independent report of SCPA's financial statements for the Fiscal Years ending June 30, 2020 and June 30, 2021. The report was completed with financial statements prepared by Maher Accountancy.

Attachments:

- Financial Statements – Years Ended June 30, 2020 and June 30, 2021 with Report of Independent Auditors

[This attachment can be accessed through this link or by request from the Clerk of the Board.](#)

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Staff Report - Item 09

To: Sonoma Clean Power Authority Board of Directors

From: Scott Salyer, Programs Manager
Rebecca Simonson, Director of Programs

Issue: Delegate Authority to the CEO or His Designee to Execute a Professional Services Agreement with StopWaste in the Amount Not-To-Exceed of \$300,000 (\$30,000 in Administration Fees and \$270,000 in Customer Incentives) to Provide SCP Incentives Through the BayREN Multifamily Building Enhancement (BAMBE) Program

Date: January 6, 2022

Recommendation

Staff requests that the Board of Directors delegate authority to the Chief Executive Officer or his designee to execute a Professional Services Agreement ("PSA") with StopWaste to provide Sonoma Clean Power ("SCP") incentives to building owners participating in the existing BayREN Bay Area Multifamily Building Enhancements (BAMBE) program. The PSA (Attachment A) will have the scope of work in Exhibit A, with a not-to-exceed budget of \$300,000 (\$30,000 in administration fees and \$270,000 in customer incentives).

Background

As Sonoma Clean Power looks to lower emissions in the existing building stock, the agency will need to find creative solutions to address prominent barriers unique to each sector. The multifamily rental market has proven particularly difficult to address due, in part, to differing benefits accrued to tenants and building owners.

The existing Bay Area Multifamily Building Enhancements (BAMBE) program offered by BayREN provides free consultation to building owners and incentives of \$750 per unit for upgrades that reduce emissions by 0.25 tonnes or more. Added incentives are available for in-unit and building-level electrification measures.

In May 2021, StopWaste and the Association for Energy Affordability (AEA) released a report titled, "Accelerating Electrification of California's Multifamily Buildings." Based in part on results of the BAMBE program, this report laid out several policy considerations for state policymakers and regional program staff. One of these

considerations was incentivization of electrical infrastructure upgrades, with the report stating: “The cost to upgrade electrical capacity, wiring and space configurations can often exceed the cost of the equipment and appliances themselves. Additional or increased incentives may be necessary to offset the cost of crucial electrical infrastructure upgrades need to complete an electrification project.”

In an effort to expand electrification program offerings to existing multifamily buildings in our service territory, staff proposes a pilot program in partnership with BayREN’s Bay Area Multifamily Building Enhancements (BAMBE) program to address the electrical infrastructure barrier to energy efficiency and electrification upgrades in the multifamily space.

This program would leverage existing BAMBE administration infrastructure and energy consultants. Upon completing their building evaluation, StopWaste would integrate SCP program offerings into the reports for qualifying building owners.

Discussion

The proposed pilot program would directly address the electrical infrastructure barrier identified by the StopWaste/AEA report by providing \$500 of SCP incentives toward in-unit electrical panel upgrades (\$750 for low-income units) and \$5,000 for central panel upgrades. Additionally, SCP would offer existing SCP incentives offered through our existing GridSavvy and Advanced Energy Center programs.

This effort is a limited scope pilot project intended to understand and overcome participation barriers in the multifamily space. As BayREN does not operate in Mendocino County, the program would only be available to Sonoma County building owners. However, SCP is dedicating staff and resources to work toward providing Mendocino customers access to similar funding that is provided through BayREN programs. Staff will use the lessons learned from this pilot program to inform future programs, while in parallel working toward creating similar opportunities for Mendocino County.

To facilitate the implementation of the multifamily pilot program, staff now requests that the SCP Board of Directors delegate authority to Sonoma Clean Power’s Chief Executive Officer to execute a Professional Services Agreement (“PSA”) with StopWaste to administer the proposed incentives with a not-to-exceed budget of \$270,000 in incentives and \$30,000 in administrative costs.

Under the agreement, StopWaste’s scope of work would include presenting SCP incentives to building owners, verifying projects, and paying electrical infrastructure upgrade incentives upon project completion.

Fiscal Impact

The proposed program budget is \$300,000, with \$270,000 going toward incentives and \$30,000 toward administration costs. The required funds are within the 2021-2022 fiscal year budget and were included in the Programs budget approved by the Board of Directors.

Community Advisory Committee

This item was presented to the Committee during the November 18th meeting, where it was unanimously recommended that the Board approve the program scope and contract.

Attachments

- Attachment A - Draft Professional Services Agreement with StopWaste and Scope of Services (Exhibit A)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement"), dated as of August 15, 2021 ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and the Energy Council dba StopWaste, a California joint powers authority ("Consultant"). SCPA and Consultant may be individually referred to as a "Party" or collectively as "Parties."

1. **Scope of Services:** Consultant agrees to provide any and all of the services as described in Exhibit A.
2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. If SCPA determines that any of Consultant's work is not in accordance with the level of competency and standard of care normally observed by a person practicing in Consultant's profession, SCPA, in its sole discretion, shall have the right to do any or all of the following:
 - a. require Consultant to meet with SCPA to review the quality of Consultant's work and resolve matters of concern;
 - b. require Consultant to repeat the work at no additional charge until the work meets the level of competency and standard of care normally observed by a person in Consultant's profession;
 - c. terminate this Agreement pursuant to Section 6; or
 - d. pursue any and all other remedies at law or in equity.
3. **Payment:** Consultant shall submit one invoice for each calendar month in which services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
 - a. Date;
 - b. Detailed description of work performed and person(s) involved;
 - c. Summary of any disbursements from or other activity in the Escrow Account as defined in Section 31; and
 - d. Time spent in 1/10th hour increments.

Upon receipt of properly prepared invoicing, SCPA shall pay Consultant within thirty (30) calendar days for services provided in accordance with this Agreement, applying the following rates:

- a. Reimbursable expenses must be pre-approved by SCPA.
- b. In no event shall the amount payable for services performed under this Agreement exceed \$30,000. Fees for additional services will be mutually agreed upon in writing and incorporated into this Agreement. For purposes of payment and the not-to-exceed amounts established in this section, services do not include amounts SCPA pays to the Escrow Account under Section 31 and Exhibit A.

AGREEMENT FOR PROFESSIONAL SERVICES

4. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to December 31, 2022, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement.
5. **Termination:**
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, each Party shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party.
 - b. Notwithstanding any other provision of this Agreement, should a Party fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the other Party may, upon providing written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16, any funds remaining the Escrow Account, including accrued interest, and shall submit to SCPA a final invoice for all outstanding payments which shall be paid within 30 days.
6. **Indemnification:**

Neither of the respective Parties, their respective governing bodies, employees, officers, agents and assigns shall be responsible for any damage of liability occurring by reason of anything done or omitted to be done by the other Party in connection with the projects. It is understood and agreed that pursuant to California Government Code Section 895.4, each Party shall fully indemnify and hold the other harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by the indemnifying Party in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this Agreement. This hold harmless and indemnification provision shall apply to any activities, error or omission of each Party and/or Party's officers, employees, agents, consultants or contractor or any person or entity acting or omitting to act for or on behalf of said City or such person or entities as are specifically authorized and empowered by the respective Party to act for the Party.
7. **Insurance:** Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCPA.
 - a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
 - b. Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES

- i. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by SCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCPA.
 - ii. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
 - iii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - iv. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos.
- d. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. All Policies Requirements.
- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.
 - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

- iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, P.O. Box 1030, Santa Rosa, CA 95402.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCPA immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
8. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
9. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
10. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCPA harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.
11. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning the Escrow Account and all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

12. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable California Political Reform Act requirements.
13. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
14. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
15. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies SCPA immediately upon receipt thereof to allow SCPA to seek protective treatment for such Confidential Information. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation. SCPA hereby grants Consultant a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all such Documents. SCPA acknowledges that Consultant may use its pre-existing intellectual property (including, without limitation, know-how and proprietary methodologies) ("Pre-Existing IP") as it creates Documents, and this Agreement does not transfer ownership in Consultant's Pre-Existing IP to SCPA except to the extent necessary to allow SCPA to use the work product provided or as otherwise specified in Exhibit A.

AGREEMENT FOR PROFESSIONAL SERVICES

16. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.
17. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO SCPA: Sonoma Clean Power Authority
Attn: Contract Administration
P.O. Box 1030
Santa Rosa, CA 95402
ssalyer@sonomacleanpower.org

TO CONSULTANT: StopWaste
ATTN: Candis Mary-Dauphin
1537 Webster St.
Oakland, CA 94612
cmmary-dauphin@stopwaste.org

18. **No Waiver of Breach:** The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
19. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
20. **Consent:** Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.
21. **No Third-Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.
22. **Choice of Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

23. Exhibits; Order of Precedence:

AGREEMENT FOR PROFESSIONAL SERVICES

a. **Exhibits.** This Agreement includes the following Exhibits:

i. Exhibit A – Scope of Services

ii. Exhibit B – RESERVED

iii. **Optional Exhibits.** Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.

☒ Exhibit C - Non-Disclosure Agreement

☐ Exhibit D – Prevailing Wage Requirements

b. **Order of Precedence.** In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 24(a) applies.

24.Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

25.Merger: This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.

26.Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

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

28.Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.

29.Joint Powers Authority. Consultant hereby acknowledges that SCPA is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the “Joint Powers Agreement”), that SCPA is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCPA. Consultant agrees that SCPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCPA’s members, any cities or counties participating in SCPA’s community choice aggregation program, or any of SCPA’s retail

AGREEMENT FOR PROFESSIONAL SERVICES

customers in connection with this Agreement.

30. **Financial Management System:** Consultant shall be responsible for maintaining an adequate financial management system and will immediately notify SCPA when Consultant cannot comply with the requirements in this section. Consultant's financial management system shall provide for:

- a. Financial reporting: accurate, current, and complete disclosure of the financial results of the Agreement in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the Agreement.
- b. Accounting records: records that adequately identify the source and application of funds for SCPA-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
- c. Internal control: effective internal and accounting controls over all funds, property and other assets. Consultant shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- d. Budget control: comparison of actual expenditures or outlays with budgeted amounts for the Agreement.
- e. Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
- f. Source documentation: accounting records that are supported by source documentation.
- g. Cash management: procedures to minimize the time elapsing between the advance of funds from SCPA and the disbursement by Consultant, whenever funds are advanced by SCPA.

SCPA may review the adequacy of the financial management system of Consultant at any time subsequent to the execution of this Agreement. If SCPA determines that Consultant's accounting system does not meet the standards described in paragraph A above, additional information to monitor the Agreement may be required by SCPA upon written notice to Consultant, until such time as the system meets with SCPA's approval.

31. **Incentive Account Management.** Consultant agrees to pay Program incentives as set forth and defined in Exhibit A to SCPA customers after Consultant validates customers' entitlement to incentives, based upon defined eligibility requirements articulated in writing. SCPA will provide advance written notice to Consultant of any change in Program enrollment qualifications, program structure or funding.

Consultant will communicate with customers as needed to confirm their qualification for enrollment incentives.

Once per month, Consulting agrees to provide SCPA a list in Excel, "csv" format, or other reporting method approved by SCPA showing, at a minimum, all customer incentives paid,

AGREEMENT FOR PROFESSIONAL SERVICES

including the name, address, and any other agreed upon information, of customers receiving the incentive payments, and eligible measures expected to be installed and their quantities.

Establishment of Program Escrow Account. Consultant shall establish an FDIC-insured escrow account that Consultant will use to pay customer incentives for the Program (the “Escrow Account”). Consultant shall be a fiduciary of such funds on SCPA’s behalf and any interest earned on such account shall be SCPA’s for use as it directs.

Initial Payment by SCPA to Escrow Account. SCPA agrees to provide an initial \$270,000 to Consultant for deposit into the Escrow Account to fund Program customer incentives.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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AGREEMENT FOR PROFESSIONAL SERVICES

By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

SONOMA CLEAN POWER AUTHORITY

CONSULTANT

BY: _____

Michael Koszalka

Chief Operating Officer

Date: _____

Pat Cabrera
BY: Pat Cabrera (Dec 28, 2021 12:34 PST)

Pat Cabrera, Administrative Services
Director for: Timothy Burroughs,
Executive Director

DATE: Dec 28, 2021

Exhibit A
Scope of Services

Exhibit A – Scope of Services

As a part of a joint multifamily unit dwellings program (“Program”), Consultant shall provide the following services.

Task 1: Project Identification, Enrollment, and Close-out (No Fee)

Consultant shall, at no additional cost to SCPA, carry out the following work in Sonoma County pursuant to its existing contract with BayREN: conduct outreach to potential building owners and evaluate opportunities for decarbonization and electrification, . evaluate the need for electrical infrastructure upgrades, and present SCPA offerings to building owners in Sonoma County. Consultant will provide copies of detailed project reports for relevant projects and participate in coordination meetings, as needed and funded by the contract with BayREN. None of the Documents created pursuant to this task are subject to section 15 of this Contract.

Task 1 Budget: \$0

Task 1 Deliverables:

- Copies of materials prepared pursuant to the BayREN contract including detailed monthly project activity reporting, including customer information, project status, installed or expected measures, and estimated incentives.

Task 2: Account and Project Administration (Variable Fee):

SCPA will pay Consultant up to \$30,000 to cover added administrative costs to Consultant. Such costs will be assessed via a 10% fee on the total project incentives paid by Consultant to eligible customers on behalf of SCPA.

Task 2 Budget: Up to \$30,000

Task 2 Deliverables:

- Monthly report showing incentives paid on behalf of SCPA and associated variable fee.

Task 3: Incentive Calculation and Payment

Consultant shall establish and manage the Escrow Account in accordance with Section 31 of the Agreement. Incentive amounts will be paid per the table below unless altered by mutual agreement of the parties in writing.

Measure	Incentive	Low Income Bonus
Central Panel Upgrade*	\$5,000	\$0
In-unit Panel Upgrade*	\$500	\$250

* Includes associated wiring and infrastructure

Exhibit A
Scope of Services

Incentives for additional SCPA measures identified by Consultant assessments per Task 1, including smart thermostats and electric vehicle chargers, will be referred to SCPA for approval and payment. All SCPA approvals must be in writing.

Task 3 Budget: Up to \$270,000

Exhibit B
Budget & Fee Schedule

Not Applicable – Exhibit Reserved

Exhibit C
Non-Disclosure Agreement

EXHIBIT C
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“NDA”), the Agreement and SCPA Customer Service Policy A.1 (Customer Confidentiality) govern the disclosure of SCPA’s confidential customer information to Consultant (“Disclosure Provisions”). The Parties hereby mutually agree that:

1. Representations & Warranties. Subject to the terms and conditions of this NDA, Confidential Information (as defined below), including, without limitation information regarding customers of SCPA (“SCPA Customers”), may be disclosed to Consultant by SCPA (or SCPA’s data management consultant, at SCPA’s direction) from time to time as provided by the Disclosure Provisions and solely for the purposes described in the Scope of Services (Exhibit A) of the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:
 - (a) Consultant represents and warrants that it has all necessary authority to enter into this NDA, and that it is a binding enforceable agreement according to its terms;
 - (b) Consultant represents and warrants that the authorized representative(s) executing the Agreement is (are) authorized to execute the Agreement on behalf of the Consultant; and
 - (c) Consultant confirms its understanding that the Confidential Information, including information regarding SCPA Customers, is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes set forth in Exhibit A of the Agreement (scope) and that any other use of the information is prohibited.
 - (d) Consultant represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth in Exhibit A of the Agreement.
2. Confidential Information Defined. The confidential and proprietary information disclosed to Consultant in the course of business may include, without limitation, the following, collectively the “Confidential Information”:
 - (a) Information about SCPA Customers, including, without limitation: (i) names; (ii) addresses; (iii) telephone numbers; (iv) service agreement numbers; (v) meter and other identification numbers; (vi) SCPA-designated account numbers; (vii) meter numbers; (viii) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (ix) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (x) payment / deposit status; (xi) number of units; and (xii) other similar information specific to SCPA Customers individually or in the aggregate;

Exhibit C
Non-Disclosure Agreement

- (b) Certain data constituting “Covered Information” as that term is defined in California Public Utilities Commission (“CPUC”) Decision 12-08-045, and any successor CPUC Decision; and
 - (c) Any SCPA market, resource or procurement information considered by SCPA to be proprietary and/or confidential.
 - (d) Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by SCPA, regardless of the form of media in which it is prepared, recorded or retained.
3. Exclusions. Except for electric and gas usage information provided to Consultant pursuant to this Agreement, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.
4. Disclosure Prohibited. From the Effective Date of the Agreement, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth on Exhibit A of the Agreement.
5. Protection of Confidential Information. Consultant shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on Exhibit A of the Agreement. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection with the Confidential Information, to those employees or representatives of Consultant who have a “need to know” such Confidential Information in the course of their duties with respect to the Consultant program and who agree to be bound by the nondisclosure and confidentiality obligations of this NDA and the Agreement. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this NDA and the Agreement and to agree to be bound by the terms of this NDA and the Agreement. Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent required by an order, subpoena, or lawful process requiring the disclosure of such Confidential Information issued by a court or other governmental authority of competent jurisdiction, provided that Consultant notifies SCPA immediately upon receipt thereof to allow SCPA to seek protective treatment for such Confidential Information.
6. Liability for Employees/Representatives, Notification of Disclosure. Consultant shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by SCPA directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall

Exhibit C
Non-Disclosure Agreement

immediately notify SCPA in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this NDA or Agreement shall obligate the SCPA to monitor or enforce the Consultant's compliance with the terms of this Agreement.

7. Compliance with CPUC Decisions and SCPA Policies. Consultant agrees to comply with the following:
 - (a) CPUC Decision No. 12-08-045. The consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Decision No. 12-08-045, and any modifications or successors to that decision.
 - (b) SCPA Information Technology (IT) Security Policy A.4. Consultant acknowledges that it is in receipt of and will comply with SCPA's A.4 Information Technology Security Policy. Consultant will inform SCPA immediately of any breach of that policy (EXHIBIT C.1)
 - (c) SCPA Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy A.5. Consultant acknowledges that it is in receipt of and will comply with SCPA's A.5 Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy. Consultant will inform SCPA immediately of any breach of that policy (EXHIBIT C.2)
8. Equitable Relief. Consultant acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to SCPA and/or SCPA Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that SCPA shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SCPA, in law or equity.
9. Return or Destruction of Confidential Information. When Consultant fully performs the purposes set forth on Exhibit A of the Agreement, or if at any time Consultant ceases performance or SCPA requires Consultant cease performance of the purposes set forth in Exhibit A of the Agreement, Consultant shall promptly return or destroy (with written notice to SCPA itemizing the materials destroyed) all Confidential Information then in its possession at the request of SCPA.
10. Survival. Notwithstanding the foregoing, the nondisclosure obligations of this NDA shall survive any termination of the Agreement.
11. Notice. All notice to be provided under this NDA shall be provided in accordance with the Notice provision of the Agreement

Exhibit C.1

Information Technology (IT) Security Policy A.4

Adopted February 7, 2019

Exhibit C

Non-Disclosure Agreement

Information Technology (IT) is a critical Sonoma Clean Power Authority (SCPA) asset and will be managed to ensure that it remains accurate, confidential, and available for authorized business activities only. Proper management of information technology is required to support regulatory compliance, minimize legal liability, reduce the risk of criminal activity, and to sustain stakeholder and customer satisfaction.

SCPA is dependent on information technology to conduct business operations. The Chief Executive Officer, Director of Internal Operations, and Director of Customer Service, in collaboration with the IT Consultant have been designated as the IT Security Team (IST) and are responsible for communicating IT policies and standards, helping all personnel achieve compliance with policies and standards, and reporting to management on any non-compliance or areas of risk.

SCPA will make information technology accessible only to authorized employees or designated vendors as needed and such information shall only be used for authorized agency purposes. To ensure protection of information technology, operational guidelines will be in place for employees and designated vendors to follow which adhere to the principles below:

- Access to specific information technology is to be assigned to SCPA employees or designated vendors with the minimum level of access necessary to perform respective responsibilities.
- Access to information technology will be made available only to the extent necessary to support authorized business functions.
- Security systems are to be structured with multiple layers of security, including physical, network, host, and personnel security measures.
- The degree of information security protection is to be commensurate with the impact of inadvertent or intentional misuse, improper disclosure, damage or loss.
- Adequate controls will divide sensitive duties among more than one individual to provide checks and balances that help ensure operational guidelines are followed.
- Security is not an optional component of operations. All SCPA staff and designated vendors are required to protect information. All staff and designated vendors that use or have access to SCPA information technology are personally responsible for exercising the proper control over information according to the operational guidelines provided to them.

Operational guidelines for treatment of information technology are subject to change as needed to protect SCPA based on any changes in systems, threats, and practices. All substantive changes will be brought back before SCPA's Board of Directors for formal approval.

[End of Exhibit C.1.]

Exhibit C.2

Advance Metering Infrastructure (AMI) Data Security and Privacy Policy A.5

Adopted February 7, 2019

Exhibit C
Non-Disclosure Agreement

Sonoma Clean Power Authority (SCPA) developed the following policy for ensuring the privacy and security of AMI data and customer usage information pursuant to Attachment B of the California Public Utilities Commission Decision 12-08-045.

1) GENERAL

- a) SCPA shall implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.
- b) SCPA and all third parties shall provide reasonable training to all employees and contractors who use, store or process covered information as needed.
- c) SCPA shall collect, store, use, and disclose only as much covered information as is reasonably necessary or as authorized by the Commission to accomplish a specific primary purpose.

2) TRANSPARENCY AND NOTIFICATION

- a) SCPA shall provide customers with meaningful, clear, accurate, specific, and comprehensive notice regarding; the accessing, collection, storage, use, and disclosure of AMI data. Provided, however, that SCPA is using AMI data solely for a primary purpose, it is not required to provide separate notice.
- b) SCPA shall provide written notice when; confirming a new customer account and at least once a year. The notice shall inform customers how they may obtain a copy of SCPA's notice regarding the accessing, collection, storage, use, and disclosure of AMI data (aka "covered information") and shall provide a conspicuous link to the notice on the home page of their website and include a link to their notice in all electronic correspondence to customers.
 - The notice shall be labeled Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information and shall—be written in easily understandable language and be no longer than is necessary to convey the requisite information.
 - The notice and the posted privacy policy shall state clearly— the identity of SCPA, the effective date of the notice or posted privacy policy, SCPA's process for altering the notice or posted privacy policy, including how the customer will be informed of any alterations, and where prior versions will be made available to customers, and the title and contact information, including email address, postal address, and telephone number, of an official at SCPA who can assist the customer with privacy questions, concerns, or complaints regarding the collection, storage, use, or distribution of covered information.
 - The notice shall provide an explicit description of— each category of covered information collected, used, stored or disclosed, and for each category of covered information, the reasonably specific purposes for which it will be collected, stored, used, or disclosed.
 - Each category of covered information that is disclosed to third parties, and, for each such category, (i) the purposes for which it is disclosed, and (ii) the categories of third parties to which it is disclosed, and the identities of those third parties to whom data is disclosed for secondary purposes, and the secondary purposes for which the information is disclosed; the approximate period of time that covered information will be retained by the covered entity a description of the means by which customers may view, inquire about, or dispute their

Exhibit C
Non-Disclosure Agreement

covered information, and the means, if any, by which customers may limit the collection, use, storage or disclosure of covered information and the consequences to customers if they exercise such limits.

- c) SCPA shall provide to customers upon request convenient and secure access to their covered information— in an easily readable format that is at a level no less detailed than that at which the covered entity discloses the data to third parties.

3) USE, DISCLOSURE, AND CUSTOMER AUTHORIZATION

- a) SCPA may disclose covered information without customer consent to a third party acting under contract with the Commission for the purpose of providing services authorized pursuant to an order or resolution of the Commission or to a governmental entity for the purpose of providing energy efficiency or energy efficiency evaluation services pursuant to an order or resolution of the Commission.
- b) SCPA may disclose covered information to a third party without customer consent when explicitly ordered to do so by the Commission; or for a primary purpose being carried out under contract with and on behalf of SCPA provided that the covered entity disclosing the data shall, by contract, require the third party to agree to access, collect, store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity itself operates.
- c) Any entity that receives covered information derived initially from SCPA may disclose such covered information to another entity with SCPA's consent, but without customer consent for a primary purpose, provided that the entity disclosing the covered information shall, by contract, require the entity receiving the covered information to use the covered information only for such primary purpose and to agree to store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity from which the covered information was initially derived operates.
- d) When SCPA discloses covered information to a third party under this subsection (reference is to subsection 6(c) of Attachment B to CPUC Decision 12-08-045) it shall specify by contract, unless otherwise ordered by the Commission, that it shall be considered a material breach if the third party engages in a pattern or practice of accessing, storing, using or disclosing the covered information in violation of the third party's contractual obligations to handle the covered information under policies no less protective than those under which the covered entity from which the covered information was initially derived.
- e) If SCPA finds that a third-party contractor to which it disclosed covered information is engaged in a pattern or practice of accessing, storing, using or disclosing covered information in violation of the third party's contractual obligations related to handling covered information, SCPA shall promptly cease disclosing covered information to such third party.
- f) If SCPA receives a customer complaint about a covered entity disclosing covered information to a Commission-authorized or customer-authorized third party and the third party's misuse of data or other violation of the privacy rules, SCPA shall upon customer request or at the Commission's direction, promptly cease disclosing that customer's information to such third party. SCPA shall notify the Commission of any such complaints or suspected violations.

Exhibit C
Non-Disclosure Agreement

- g) No covered entity shall use or disclose covered information for any secondary purpose without obtaining the customer's prior, express, written authorization for each type of secondary purpose. This authorization is not required when information is – (i) provided pursuant to a legal process; (ii) provided in situations of imminent threat to life or property; or (iii) authorized by the Commission pursuant to its jurisdiction and control.
- h) Separate authorization by each customer must be obtained for all disclosures of covered information except as otherwise provided for herein.
- i) SCPA shall permit customers to cancel authorization for any secondary purpose of their covered information by the same mechanism initially used to grant authorization.
- j) The consent of a residential customer shall continue without expiration, but an entity receiving information pursuant to a residential customer's authorization shall contact the customer, at least annually, to inform the customer of the authorization granted and to provide an opportunity for revocation. The consent of a non-residential customer shall continue in the same way, but an entity receiving information pursuant to a nonresidential customer's authorization shall contact the customer, to inform the customer of the authorization granted and to provide an opportunity for revocation either upon the termination of the contract, or annually if there is no contract.
- k) SCPA shall permit the use of aggregated usage data that is removed of all personally-identifiable information to be used for analysis, reporting or program management provided that the release of that data does not disclose or reveal specific customer information because of the size of the group, rate classification, or nature of the information.

[End of Exhibit C.2]

[End of Exhibit C]

Exhibit D
Prevailing Wage Requirements

- ☐ Included
- ☒ Not Included

Sonoma_Clean_Power_Authority_CONTRTACT_121321_011221

Final Audit Report

2021-12-28

Created:	2021-12-28
By:	Adrienne Ramirez (adrienne@stopwaste.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmdRNt84Cg_F8gBHVGSg0xz_GETOSeWsp

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-  Document emailed to Pat Cabrera (pcabrera@stopwaste.org) for signature
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Staff Report - Item 10

To: Sonoma Clean Power Authority Board of Directors

From: Claudia Sisomphou, Communications Specialist

Issue: Continuation of Update on Empower (SCP's Community Engagement, Education, and Outreach)

Date: January 6, 2022

Recommendation:

(Continuation of presentation received on December 2, 2021) Receive a presentation on the evolution of Empower, an Agency-wide endeavor to improve the relevance, reach, and impact of SCP's partnerships, community offerings, and education, engagement, and outreach efforts. Provide detailed input on the questions in the Key Questions section.

Background:

While reviewing applications for the Community Outreach (event sponsorship) program, the Marketing team noted that there were a number of requests to sponsor community projects and efforts which aligned well with SCP's values, but fell outside of the program's guidelines. Because of limits on resources (both budget and staff time), it was important that every granted request clearly fell within the set criteria. However, without any other means of support to offer, every denied request felt like a missed opportunity to engage with a community group or organization that had proactively reached out to SCP.

This recognition opened the door to a larger discussion around SCP's Public Relations and Marketing department's existing strategies for community engagement and outreach, as well as how the Agency's needs had shifted over the years. Brand awareness, business relationships, and name-recognition had been major priorities of the department's education and outreach efforts for SCP's first few years of service.

Today, those efforts have served the Agency well, as most residents and businesses in Sonoma and Mendocino counties are aware of Sonoma Clean Power.

However, through countless interactions with customers, the breakdown of participants in SCP's customer programs, and qualitative data provided by recent focus groups, it is evident that there is still confusion around what Sonoma Clean Power is, what services it provides, how it operates (individually, and in relation to PG&E), and why customers see SCP charges on their bill. There was also internal acknowledgment that SCP has struggled to reach and engage with certain customer groups, including those who are low-income, Spanish-speaking, renters, and living in underserved communities.

These challenges are common among electric power providers, with most utilities accrediting their community engagement to donations and occasional participation in live events. Nevertheless, SCP staff believe that the status quo is not a good enough bar for SCP to be measured by.

To tackle this problem, the Marketing team began reevaluating the effectiveness of its existing community education, engagement, and outreach efforts, and began developing Empower to guide the cultivation of new Marketing strategies and its allocation of resources. The more that Marketing thought about its goals and target audiences, the more obvious it became how intertwined its efforts were with other departments, from first interactions with the public all the way through planning and development, and beyond.

What started as a plan to better support the work of local organizations, increase customer participation, and build community trust, has now presented the opportunity for an Agency-wide shift in how SCP operates. Better quality outreach and engagement will inform and improve the effectiveness of SCP's programs, services, partnerships, and offerings. To produce valuable benefits, SCP must not only garner public input from across the service territory and different demographic groups, but also invite the input to change, halt, and expand the work SCP does.

With Empower at the core of how SCP allocates its resources, evaluates partnerships and new ideas, identifies customer groups to engage with, and tracks progress and measures success, SCP will be an Agency that better serves and supports **all** its customers and communities.

The areas for improvement that Empower seeks to focus on, in no particular order, are:

1. Building Partnerships (Discussed at the October 7, 2021, Board meeting)
2. Customer Education (Discussed at the December 2, 2021, Board meeting)
- 3. Focus on Equity (To be discussed at this meeting)**
4. Engaging Youth (To be discussed at the February 2022 Board meeting)

Key Questions:

As SCP staff work to develop Empower and put it into practice, staff seek the help and guidance of the Committee, the Board, and the public. At this early stage, staff request input and discussion on the following:

1. Are there local organizations, cities, or agencies that have notably effective community engagement and/or education programs? What makes these efforts effective?
2. What examples of community projects or efforts do you know of that listened to the considerations and concerns of its constituents, and did a great job incorporating public feedback into the final policy or action?
3. How can the Community Advisory Committee members best support SCP in Building Partnerships, Customer Education, Focusing on Equity, or Engaging Youth?

Fiscal Impact:

In the first year of implementation, the Public Relations and Marketing department will dedicate \$40,000 of its approved budget toward implementing Empower. These funds will offer financial support to the SCP community and customers in a variety of ways, including community grants of up to \$2,000 (max of 20 recipients per fiscal year), providing giveaways and food & beverages at public forums or workshops that SCP co-sponsors, offering matching donations to nonprofits and community organizations, and assisting partners with event, program, or project expenses when appropriate and on a case-by-case basis.

As some of SCP existing efforts fall under the umbrella of Empower, other departments may also contribute financially to addressing one or more of the four

areas for improvement. For example, existing scholarships, grants, or partnerships that are currently managed and funded by other departments (e.g., Spirit of Entrepreneurship Grant, SWITCH Vehicle Program, 10,000 Degrees Scholarship).

Attachments:

PowerPoint presentation slides.

Empower

Presentation to SCP's Board of Directors
January 6, 2022

1

Overview

- Discussed the vision for Empower, and the areas of 'Building Partnerships' and 'Customer Education'
- Review the remaining two areas for improvement

2

Key questions

1. Are there local organizations, cities, or agencies that have notably effective community engagement and/or education programs? What makes these efforts effective?
2. What examples of community projects or efforts do you know of that listened to the considerations and concerns of its constituents, and did a great job incorporating public feedback into the final policy or action?
3. How can the Board of Directors best support SCP in Building Partnerships, Customer Education, Focusing on Equity, and Engaging Youth?

3

Vision

Empower is an Agency-wide endeavor to improve the relevance, reach, and impact of Sonoma Clean Power's partnerships, community offerings, and education, engagement, and outreach efforts.

4

Purpose

- More customer engagement will lead to better offerings and services; and vice versa
- Will help SCP better meet the needs of customers and the community

5

Areas for improvement

1. Building partnerships
2. Customer education
3. Focus on equity
4. Engaging youth

6

Focus on equity

Intent

Dedicating more of SCP's time and resources to engaging with our low-to-moderate income (LMI), CARE/FERA, Spanish-speaking, impacted, and underrepresented communities.

7

Focus on equity

Benefits

- Meeting the needs of more customers, especially those who are under-resourced
- Wider participation in services and programs across demographic groups
- Works simultaneously with Programs Equity Framework (opening channels for community input and engagement)
- Genuine attention toward core brand pillars – innovative, practical, inclusive

8

Focus on equity

What this could look like

- Addressing barriers that prevent customers from participating in our offerings
- Creating programs and electric rate plans the work for renters, seniors, and other general customer categories
- Working with trusted community centers and providers of human services
- Ensuring a bilingual SCP staff member is present at events

9

Thank you!

Have questions or ideas?

Email us at community@sonomacleanpower.org

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Staff Report - Item 11

To: Sonoma Clean Power Authority Board of Directors

**From: Kate Kelly, Director of Public Relations and Marketing
April Varellas, Brand Manager**

Issue: Receive 2021 Annual Report

Date: January 6, 2022

No written materials for this report. A presentation will be given at the meeting.