



REQUEST FOR QUALIFICATIONS
COMMUNITY DONATION PARTNERS FOR PROGRAM INCENTIVES

TO: All Prospective Submitters

SUBJECT: Request for Submittals: Community Donation Partners

DATE ISSUED: January 17, 2024

RESPONSES DUE: February 7, 2024, at 5:00 p.m.

I. ABOUT SONOMA CLEAN POWER

Sonoma Clean Power (“SCP”) is a public, locally-run “community choice aggregation” power provider serving approximately 230,000 electricity customers in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). SCP’s mission is to help solve the climate crisis while keeping energy affordable. For more information about SCP go to: www.sonomacleanpower.org.

II. SUMMARY

SCP issues this Request for Qualifications (RFQ) to solicit submittals from qualified 501(c)(3) community organizations (“Submitters”) for SCP’s Community Donation Partners. SCP’s Community Donation Partners will be listed as choices for participants in designated SCP programs to allocate their earned financial incentives, rebates, or rewards. Submitters selected for the Community Donation Partners will commit to helping promote the SCP programs. SCP’s target date for commencement of the Community Donation Partners is March 15, 2024.

Organizations that are locally headquartered and/or owned by women, minorities, LGBT, and/or disabled veterans are encouraged to respond to this RFQ. Please visit the www.thesupplierclearinghouse.com to learn more about the Supplier Diversity Program of the California Public Utilities Commission (CPUC).

III. RFQ TIMELINE

| EVENT | DEADLINE |
|--|-------------------------------|
| RFQ Published | January 17, 2024 |
| Deadline for questions to be submitted | January 24, 2024 |
| Responses to questions to be posted on SCP website | January 30, 2024 |
| Submittal packages due | February 7, 2024 at 5:00 p.m. |
| RFQ Submission review complete | February 16, 2024 |
| Target date for interviews | February 19-23, 2024 |

IV. PROJECT BACKGROUND

SCP provides various customer programs, some of which allow participants to earn financial incentives, rebates, or rewards. As part of its commitment to community involvement, SCP intends to provide the option for participants to donate earnings from these programs to one of SCP's Community Donation Partners.

V. MINIMUM QUALIFICATIONS

- 501(c)(3) organization
- Operate or offer services within SCP service territory
- Have one active SCP electricity account

VI. SELECTION PROCESS

A. Responses will be scored based on:

1. Thoroughness and quality of response.
2. Alignment of Submitters organization's mission with SCP's mission.
3. Ability for Submitter organization to help promote the SCP programs.
4. Exceptions to SCP's Community Partnership Agreement (Exhibit 1).
5. Quality of references.
6. Satisfaction of minimum and desired Submitter requirements, as described in this RFQ.
7. Any other factors SCP deems relevant.

B. Depending on the responses to this RFQ and interviews, SCP may choose to contract with more than one organization, regardless of whether such organization responded to this RFQ. Any selected Submitter(s) will be contacted by SCP staff to finalize a contract. SCP staff will evaluate the responses to this RFQ, and may, in its discretion, interview selected organizations and individuals that staff determine are most qualified based on the factors outlined above.

C. Issuance of this RFQ is not a guarantee that SCP will enter into any contract with any Submitter. SCP reserves the right, at its sole discretion, to waive irregularities in submittals, submittal requirements (including minimum/desired Submitter and Submittal requirements), to request modifications of any submittal, to accept or reject any or all submittals received, and to cancel all or part of this RFQ at any time prior to awards.

D. Responses that do not satisfy RFQ and Submittal Requirements cannot be adequately evaluated.

VII. DIVERSITY IN NON-POWER PROCUREMENT SOLICITATIONS

All qualified organizations are encouraged to respond, including minority-owned and women-owned business entities.

While California law prevents public agencies like SCP from giving preference to an organization on the basis of the owner's race, sex, color, ethnicity, or national origin, SCP nevertheless encourages responses from organizations owned by women, minorities, disabled veterans, persons with disabilities and LGBT persons. SCP also encourages eligible organizations to register with the CPUC Supplier Diversity Program by visiting the [CPUC'S Supplier Clearinghouse](#). Alternatively, businesses can certify as a small business or a disabled veteran-owned business through the Department of General Services Certification program, as appropriate. Certified vendors are listed in directories which make it easier for SCP and other organizations to communicate contracting opportunities.

VIII. QUESTIONS REGARDING THE RFQ; ADDENDA

For questions regarding this RFQ, please contact: programs@sonomacleanpower.org with the subject line clearly marked "Community Donation Partners - RFQ." Questions must be received no later than the deadline set forth in section III of this RFQ. SCP will not guarantee providing answers to questions submitted after the question deadline but will make reasonable efforts to do so. SCP will post and share responses to all questions submitted by the deadline established in this RFQ publicly.

In the event it becomes necessary to revise any part of this RFQ, SCP will issue written addenda. Any amendment to this RFQ is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this RFQ.

IX. RFQ SUBMITTAL PROCESS

- A. **Submittal Deadline.** The deadline for submittals is 5:00 p.m. on February 7, 2024. No submittals will be accepted after that time.
- B. **Place and Form of Submittal.** One copy of the submittal should be emailed mailed to programs@sonomacleanpower.org with the subject line clearly marked "Community Donation Partners - RFQ." Upon submittal, you will receive confirmation of receipt.
- C. Submission of a submittal shall be deemed a representation that the Submitter:
 1. Has carefully read and fully understands the information provided by SCP as part of this RFQ, including all Exhibits;
 2. Represents that all information submitted is true and correct;
 3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm in regard to the amount, terms or conditions of its submittal; and
 4. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

- D. No request for modification of a submittal shall be considered after submission on the grounds that an organization was not fully informed about any fact or condition.

X. SUBMITTAL REQUIREMENTS

- A. Submitters should provide only complete and accurate information.
- B. Each submittal must be signed by an individual who has the legal authority to bind the Submitter on whose behalf that person is signing.
- C. The submittal shall contain the following:
 - 1. **Cover Sheet.** Cover sheet signed by individual with authority to bind firm.
 - 2. **Organizational information.** Submit a brief history and description of your organization's operations. Include the following:
 - i. The scope and nature of your organization including, but not limited to:
 - 1. Your organization's mission
 - 2. Geographical areas served
 - 3. Populations served
 - 4. Estimated number of people served;
 - ii. Physical address of main office and physical address of any supporting offices or facilities;
 - iii. Years of operation;
 - iv. Number of full-time employees;
 - v. Link to your organization's website;
 - vi. Identify any litigation pending or threatened against your organization;
 - vii. Identify any instances in which your company was disbarred.
 - 3. **Use of Donations.** Describe what donations provided by SCP program participants would help fund.
 - 4. **Promoting SCP Programs.** Describe how your organization would help promote SCP programs.
 - 5. **References.** Provide at least three references with name, address, phone number, and email address.
 - 6. **Community Partnership Agreement Exceptions.** Identify exceptions to SCP's Community Partnership Agreement (Exhibit 1).

VIII. GENERAL TERMS AND CONDITIONS

A. SCP Community Partnership Agreement.

1. Contracts for services will be between the Submitter and SCP. A sample of SCP's Community Partnership Agreement is included as Exhibit 1. Submitters must be willing to accept the terms of SCP's Community Partnership Agreement. A Submitter taking exception to any part of the Community Partnership Agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or changes requested to the Community Partnership Agreement may constitute grounds to reject the submittal.
2. Failure to address exceptions to the Community Partnership Agreement in your statement will be construed as acceptance of all terms and conditions contained therein. No negotiation over Community Partnership Agreement provisions will be permitted unless the provisions were objected to when the submittal was submitted.
3. SCP reserves the right to further negotiate existing or additional elements of its Community Partnership Agreement with successful Submitters.

B. California Public Records Act. All submittals submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Submitter desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the Submitter to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Submitter's request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Submitter that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this RFQ shall become the property of SCP and will be retained or disposed of accordingly.

C. SCP also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of SCP.

D. All submittals received by the specified deadline will be reviewed by SCP for content, including but not limited to amount of discount offered, experience and qualifications of the bidding Submitters.

E. During the evaluation process SCP may request from any Submitter additional information which SCP deems necessary to determine the Submitter's ability to perform the required services.

F. Respondents bear all costs associated with responding to this RFQ, and SCP will provide no compensation for these costs.

IX. RIGHTS OF SONOMA CLEAN POWER

- A. This RFQ does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a qualifications statement or in anticipation of a contract.
- B. SCP reserves the right to:
 - 1. Make the selection based on its sole discretion;
 - 2. Reject any and all submittals;
 - 3. Issue subsequent solicitations;
 - 4. Postpone any of the time periods set forth in this RFQ, for its own convenience;
 - 5. Remedy technical errors in the RFQ;
 - 6. Approve or disapprove the use of particular subconsultants;
 - 7. Negotiate with any, all, multiple or none of the Submitters that respond;
 - 8. Alter SCP's Community Partnership Agreement to be inclusive of any unique, unanticipated legal concerns.
 - 9. Negotiate a final project scope that includes all, just a portion or related additional items relative to the Proposed Project Scope set forth in this RFQ;
 - 10. Waive informalities and irregularities in the submittal;
 - 11. Utilize others to perform or supply work of the type contemplated by this RFQ;
 - 12. Request submittals from others with or without requesting submittals from contractors for the work of the type contemplated by this RFQ; and/or
 - 13. Enter into an agreement with another organization or re-solicit the Project in the event the originally selected organization defaults or fails to execute an agreement with SCP.
- C. SCP reserves the right not to contract with any Submitter. If SCP decides to contract, SCP will contract with the Submitters whose responses best meet the needs of SCP, consistent with the selection process set forth above.
- D. An agreement is not binding or valid with SCP unless and until it is executed by authorized representatives of SCP and the Submitter selected.
- E. Evaluation of a response does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this RFQ or consider or enter into any agreement or undertake any liability to any organization in connection with this RFQ and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any organization on the part of SCP. SCP shall not be responsible for any costs incurred by an organization to prepare, submit, negotiate, contract or otherwise participate in this RFQ process.

EXHIBIT 1

Community Partnership Agreement

This Community Partnership Agreement (“Agreement”), dated as of [REDACTED] (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCP”), a California joint powers authority, and [REDACTED] (“Partner”). SCP and Partner may be individually referred to as a “Party” or collectively as “Parties.”

RECITALS:

WHEREAS, SCP is a public, locally-run “community choice aggregation” power provider serving approximately 230,000 electricity customers in Sonoma and Mendocino Counties (except Healdsburg and Ukiah) with a mission to help solve the climate crisis while keeping energy affordable; and

WHEREAS, SCP provides various customer programs, some of which allow participants to earn financial incentives, rebates, or rewards, and as part of its commitment to community involvement, SCP intends to provide the option for participants to donate earnings from these programs to SCP’s Community Donation Partners; and

WHEREAS, SCP, via this Agreement, is contracting with Partner as one of SCP’s Community Donation Partners; and

WHEREAS, Partner’s organizational mission aligns with that of SCP’s mission, and Partner operates or offers services within SCP’s service territory, and Partner accepts, understands, and agrees to the responsibilities associated with being one of SCP’s Community Donation Partners.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above written Recitals are true and accurate and herein incorporated.
2. *Partner Responsibilities:*
 - a. Partner organization’s mission aligns with SCP’s mission. Partner’s organization is a 501(c)3 organization. Partner shall operate or offer services within SCP service territory. Partner shall maintain at least one active SCP electricity account during the time of this Agreement.
 - b. Partner has the ability and shall use the community donations for certain described activities. The Partner has already described its proposed use of the donations in its Request for Qualifications application. Partner’s

response in its application is incorporated herein as “Exhibit A – Use of Donations.” Exhibit A may be updated as necessary by the Parties during the term of this Agreement upon mutually written agreement from the Parties.

- c. Partner has the ability and shall help promote SCP programs. Any SCP programs which are subject to Partner promotional activities shall be jointly agreed to and described in “Exhibit B – Partner Promotional Activities.” Exhibit B shall include the name of the SCP program and a description of Partner’s activities (“Promotional Activities”) to promote the SCP program. Exhibit B may be updated as necessary by the Parties during the term of this Agreement.
 - d. Performance Standard: Partner warrants that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the promotional activities described in Exhibit B. If SCP determines that any of Partner’s work performed is not in accordance with the level of competency and standard of care normally observed by an expert practicing in Partner’s profession, SCP, in its sole discretion, shall have the right to do any or all of the following:
 - i. Require Partner to meet with SCP to review the quality of Partner’s work performed and resolve matters of concern;
 - ii. Terminate this Agreement pursuant to Section 6; or
 - iii. Pursue any and all other remedies at law or in equity.
3. *SCP Responsibilities:*
- a. SCP agrees to include Partner as a Community Donation Partner with its customers. SCP shall transfer any community donated funds from the community donation program on an agreed to interval. SCP agrees to openly and cooperatively work with Partner on any changes to Exhibit A – Use of Donations.
 - b. SCP agrees to openly and cooperatively work with Partner on establishing a schedule of Promotional Activities, and shall provide all information it deems necessary to complete any agreed to Promotional Activities.
 - c. SCP hereby disclaims and does not warrant any monetary amounts associated with the community donation program. SCP has no ability to promise any level of community involvement or what the potential financial

incentives could be. Partner understands and agrees that SCP cannot guarantee that SCP customers will donate any specific or relative amount of funds via the community donation program.

4. Term of the Agreement: The term of this Agreement shall be from the Effective Date to [REDACTED], unless terminated pursuant to Section 5 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, SCP shall have the right to terminate this Agreement by giving thirty (30) calendar days written notice to Partner.
 - b. Notwithstanding any other provision of this Agreement, should Partner fail to satisfactorily perform any of its obligations under this Agreement or otherwise breach any of the terms of this Agreement, SCP may, upon providing Partner written notice stating the reason for termination, immediately terminate this Agreement.
6. Indemnification: To the furthest extent permitted by law, Partner shall indemnify, defend (with counsel appointed by SCP to defend at Partner's expense), and hold harmless SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Partner, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Partner or Partner's officials, officers, employees, volunteers, and agents, or (2) Partner's performance of or obligations or omissions under this Agreement. Partner agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Partner's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Partner's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.
7. Status of Partner: Partner, in performing the Promotional Activities under this Agreement, shall not act as an employee and shall control the work and the manner in which it is performed. At no time shall Partner work as an agent or employee of SCP and at no time shall Partner be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCP provides its employees. In the event SCP exercises its right to terminate this

Agreement pursuant to Section 6, Partner expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8. Taxes: Partner agrees to file federal and state tax returns and pay all applicable taxes on donation amounts provided pursuant to this Agreement. Partner 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. Partner agrees to indemnify and hold SCP harmless from any liability which it may incur to the United States or to any US State as a consequence of Partner's failure to pay, when due, all such taxes and obligations. In the event SCP is audited for compliance regarding any withholding or other applicable taxes, Partner agrees to, in a timely fashion, furnish SCP with proof of payment of taxes on these earnings.
9. Records Maintenance: Partner shall keep and maintain full and complete documentation and accounting records concerning all Promotional Activities performed and use of donations provided under this Agreement and shall make such documents and records available to SCP for inspection and copying at any reasonable time and at Partner's sole expense. Partner shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
10. Conflict of Interest: Partner 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 applicable law or that would otherwise conflict in any manner or degree with Partner's performance under this Agreement. Partner further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Partner to perform work under this agreement nor be given access to the information provided pursuant to this Agreement. Partner shall comply with any and all applicable laws relating to conflicts of interest, including by way of illustration and not by limitation California Fair Political Practices Act requirements.
11. Statutory Compliance: Partner shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Promotional Activities provided under this Agreement.
12. Nondiscrimination: Without limiting any other provision of this Agreement, Partner shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

13. Confidentiality, Ownership and Disclosure of Work Product: All information obtained by Partner under this Agreement shall be deemed confidential (“Confidential Information”). Unless SCP provides written permission, Partner is compelled by a court of law or regulatory agency, or Partner obtained Confidential Information from a source or sources other than SCP, Partner shall not share Confidential Information with any other person or entity outside of SCP staff and SCP authorized representatives, and upon receipt of a court order, subpoena, or other process compelling disclosure of Confidential Information Partner shall immediately notify SCP so that SCP has an opportunity to obtain a protective order or other relief. Partner further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCP. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years.
14. Assignment and Delegation: Partner shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the SCP.
15. Written Communications: All written communications, including notices, may be made via electronic mail or to the following addresses:

| | |
|------------------------|--|
| TO SCP: | Sonoma Clean Power Authority Attn: [Project Manager Name] 431 E Street Santa Rosa, CA 95404 [PROJECT MANAGER EMAIL] |
| <i>With Copies to:</i> | Sonoma Clean Power Authority ATTN: Contract Administration 431 E Street Santa Rosa, CA 95404 |
| TO PARTNER: | [PARTNER NAME] ATTN: [PARTNER] [PARTNERS STREET ADDRESS] [PARTNERS CITY & ZIP] |

16. No Waiver of Breach: The waiver by SCP 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.
17. 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.
18. 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.
19. 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 the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.
20. Exhibits; Order of Precedence: This Agreement includes the following Exhibits:
- a. Exhibit A – Use of Donations
 - b. Exhibit B – Partner Promotional Activities
21. 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 20 applies.
22. 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.

23. 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.
24. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
25. 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.
26. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
27. Attorney Fees: The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
28. Joint Powers Authority: Partner hereby acknowledges that SCP 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 SCP 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 SCP. Partner agrees that SCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Partner agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCP's members, any cities or counties participating in SCP's community choice aggregation program, or any of SCP's retail customers in connection with this Agreement.
29. Representatives:
- a. SCP's Representative. The SCP hereby designates [***INSERT TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("SCP's Representative"). SCP's Representative shall have the power to act on behalf of the SCP for all purposes under this Agreement. Partner shall not accept direction or orders from any person other than the SCP's Representative or his or her designee.
 - b. Partner's Representative. Before starting the Promotional Activities, Partner shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of

the SCP ("Contractor's Representative"). Following approval by the SCP, Partner's Representative shall have full authority to represent and act on behalf of Partner for all purposes under this Agreement. Partner's Representative shall supervise and direct the Promotional Activities, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Promotional Activities under this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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

PARTNER

BY: _____
Michael Koszalka
Chief Operating Officer

BY: _____
[Name]

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM

BY: _____
Special Counsel

DATE: _____

Exhibit A
Use of Donations

Exhibit B
Partner Promotional Activities