



**AGENDA  
BOARD OF DIRECTORS REGULAR MEETING  
THURSDAY, JULY 2, 2020  
8:45 A.M.**

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**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-25-20\*\*\*\***

**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\***

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

DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SONOMA TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, MEMBERS OF THE BOARD OF DIRECTORS WILL BE PARTICIPATING BY TELECONFERENCE INTO THE BOARD OF DIRECTORS REGULAR MEETING FOR JULY 2, 2020.

**Members of the public who wish to view and/or listen to the Board of Director's meeting may do so via the following webinar link, or teleconference call-in number and webinar ID code:**

- Webinar link: <https://zoom.us/j/95977199340>
- Telephone number: 1 (669) 900-9128
- Webinar ID code: 959 7719 9340

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

We ask that should you want to submit public comment that you do so by email before the item is discussed by the Board. Please state the agenda item number that you are commenting on and limit written comments to three hundred (300) words. Comments can be sent to [meetings@sonomacleanpower.org](mailto:meetings@sonomacleanpower.org). Written comments received prior to the meeting and/or the agenda item you wish to comment on will be read into the record.

**I. CALL TO ORDER**

**II. BOARD OF DIRECTORS CONSENT CALENDAR**

1. Approve June 4, 2020 SCPA Board of Directors Draft Meeting Minutes (Action) - pg. 5
2. Approve and Authorize the CEO, or his Designee, to Execute a Third Amendment to the Contract with EHDD for Design and Construction Administration Support for the SCP Headquarters Project (Action) - pg. 11

*(Agenda continued on following page)*

3. Approve a Contract with the Career Technical Education Foundation for the SWITCH Vehicle Education Program (Action) - pg. 15
4. Adopt a New Small Business Rate for Storage (B1-ST) (Action) - pg. 35

### **III. BOARD OF DIRECTORS REGULAR CALENDAR**

5. Receive Internal Operations Report and Provide Direction as Appropriate (Discussion) - pg. 39
6. Receive Legislative and Regulatory Updates and Provide Direction as Appropriate (Discussion) - pg. 59
7. Receive Informational Report on the 2020 Spirit of Entrepreneurship Grant Recipients (Discussion) - pg. 65
8. Receive Update on Impacts of COVID-19 to SCP (Discussion) - pg. 71
9. Delegate Authority to the CEO or his Designee to Negotiate, Execute, and Amend a Professional Services Agreement with TerraVerde Energy, LLC with a Not-to-Exceed amount of \$500,000 to Analyze Battery Storage Systems at Public Education Facilities (Action) - pg. 73
10. Consideration of Agency Statement Regarding Racial Equity and Social, Economic, and Environmental Inequality (Discussion/Potential Action) - pg. 77

### **IV. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**

(Comments are restricted to matters within the Board's jurisdiction. Please limit written comments to three hundred (300) words. Please email written comments to [meetings@sonomacleanpower.org](mailto:meetings@sonomacleanpower.org))

### **V. BOARD MEMBER ANNOUNCEMENTS**

### **VI. CLOSED SESSION**

The Board of Directors of the Sonoma Clean Power Authority will consider the following in closed session:

11. Public Employee Performance Evaluation - Chief Executive Officer (Gov't Code Section 54957) - pg. 79
12. Public Employee Labor Negotiations - Chief Executive Officer Position. Authority negotiators: Chair, Pat Slayter, Vice Chair, Melanie Bagby and Special Counsel, Harriet Steiner (Govt. Code Section 54957.6) - pg. 81

### **VII. ADJOURN**

*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](mailto:meetings@sonomacleanpower.org), as soon as possible to ensure arrangements for accommodation.*

## COMMONLY USED ACRONYMS AND TERMS

<b>AER</b>	Advanced Energy Rebuild (A program that helps homeowners affected by the October 2017 firestorms rebuild energy efficient, sustainable homes).
<b>CAC</b>	Community Advisory Committee
<b>CAISO</b>	California Independent Systems Operator
<b>CAM</b>	Cost Allocation Mechanism
<b>CCA</b>	Community Choice Aggregation
<b>CEC</b>	California Energy Commission
<b>CleanStart</b>	SCP's default service
<b>CPUC</b>	California Public Utility Commission
<b>DER</b>	Distributed Energy Resource
<b>ERRA</b>	Energy Resource Recovery Account
<b>EverGreen</b>	SCP's 100% renewable, 100% local energy service
<b>Geothermal</b>	A locally-available, low-carbon baseload renewable resource
<b>GHG</b>	Greenhouse gas
<b>GRC</b>	General Rate Case
<b>IOU</b>	Investor Owned Utility (e.g., PG&E)
<b>IRP</b>	Integrated Resource Plan
<b>JPA</b>	Joint Powers Authority
<b>LSE</b>	Load Serving Entity
<b>MW</b>	Megawatt (Power = how fast energy is being used at one moment)
<b>MWh</b>	Megawatt-hour (Energy = how much energy is used over time)
<b>NEM</b>	Net Energy Metering
<b>NetGreen</b>	SCP's net energy metering program
<b>PCIA</b>	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&amp;E prior to their switch.</i> )
<b>ProFIT</b>	SCP's "Feed in Tariff" program for larger local renewable energy producers
<b>PSPS</b>	Public Safety Power Shutoff - a term used when it may be necessary for PG&E to turn off electricity for public safety when gusty winds and dry conditions, combined with a heightened fire risk, are forecasted
<b>PV</b>	Photovoltaics for making electric energy from sunlight
<b>RA</b>	Resource Adequacy - a required form of capacity for compliance
<b>REC</b>	Renewable Energy Credit - process used to track renewable energy for compliance in California.
<b>SCP</b>	Sonoma Clean Power
<b>TOU</b>	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 REGULAR MEETING  
THURSDAY, JUNE 4, 2020  
8:45 A.M.**

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**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-25-20\*\*\*\***

**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\***

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

DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF SONOMA TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, MEMBERS OF THE BOARD OF DIRECTORS PARTICIPATED BY TELECONFERENCE INTO THE BOARD OF DIRECTORS REGULAR MEETING FOR JUNE 4, 2020.

**I. CALL TO ORDER**

Chair Slayter called the meeting to order at 8:45 a.m.

Board members present: Chair Slayter, Vice Chair Bagby, and Directors Belforte, Gjerde, King, Landman, Okrepkie, Tibbetts, and Torrez

Staff present: Geof Syphers, Chief Executive Officer; Michael Koszalka, Chief Operating Officer; Stephanie Reynolds, Director of Internal Operations; and Harriet Steiner, Special Counsel

Chair Slayter read a brief prepared statement on equality and social justice.

**II. BOARD OF DIRECTORS CONSENT CALENDAR**

1. Approve May 7, 2020 SCPA Board of Directors Draft Meeting Minutes
2. Authorization and Delegation for the CEO to Negotiate and Execute an Agreement, and Subsequent Amendments, with Enel X North America, Inc to Continue Providing SCP Customers with Smart Residential EV Charging Equipment Through the GridSavvy Community with a Total Not-to Exceed Amount of \$314,000 through June 30, 2021
3. Approve and Authorize the CEO or His Designee to Execute a Second Amendment with the County of Sonoma for Energy Audit Services for Commercial Customers for an Amount Not-to-Exceed \$60,000 through June 30, 2021

4. Approve and Delegate Authority to the CEO to Execute Second Amendment to Contract with Sixth Dimension LLC for an Amount Not-to-Exceed \$360,893 through December 31, 2020
5. Approval of a Professional Services Agreement with S2 Advertising for Comprehensive Media Consulting Services for an Amount Not-to-Exceed \$1,217,400 through June 30, 2022

Public comment: None

Motion to approve the June 4, 2020 Consent Calendar by Director Belforte

Second: Director King

Motion passed 9-0-0

### **III. BOARD OF DIRECTORS REGULAR CALENDAR**

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

Chair Slayter and Vice Chair Bagby acknowledged the efforts of staff to ensure continuity of business operations during the Shelter in Place Order, and thanked staff for remaining productive under challenging circumstances. Chair Slayter then asked Board Members and staff for their assistance in drafting a statement on social equity for consideration by the Board at their next meeting.

Chief Executive Officer Geof Syphers introduced the Operations Report by noting that construction is now underway at the SCP Headquarters. He then described a recent GridSavvy event where smart EV chargers were dispatched to shave peak load usage to test their effectiveness in lowering SCP's required Resource Adequacy costs. CEO Syphers highlighted SCP's CALeVIP program which is targeting roughly doubling the number of public EV chargers throughout SCP's service territory over the next three years, along with specific outreach to target low-income, rural, disadvantaged, and coastal areas. He then thanked the Board for their unanimous rejection of PG&E's allocation of nuclear resources, as that action provided clear direction to staff; following this, he detailed upcoming regulatory changes affecting system power (power used by the balancing authority to regulate the grid) and changes to some imported energy (e.g., Asset Conforming Supply or "ACS"), and how future changes to reporting requirements may dictate that nominal amounts of nuclear energy begin to be shown on most electric supplier's Power Content Label, including SCP's label.

*Director Harrington joined the meeting at approximately 8:55 a.m.*

Public comment: None

7. Receive Legislative and Regulatory Update and Provide Direction as Appropriate

Director of Regulatory Affairs Neal Reardon gave an update on the following regulatory items: CPUC approval of PG&E's restructuring plan to emerge from bankruptcy; a CPUC Resource Adequacy proposal that would allow PG&E to purchase this product on behalf of CCA's within their service territory; and a CPUC proposal which would require Investor Owned Utilities ("IOUs") such as PG&E to work with CCAs, local government agencies, and public safety partners when they develop and communicate plans for Public Safety Power Shutoff protocols.

CEO Syphers then updated the Board on a deal in the Legislature that would largely stave off the most catastrophic budgetary cuts. He noted that CPUC President Marybel Batjer was confirmed by the State Senate by a unanimous vote on May 27<sup>th</sup>, and subsequently voted on May 28<sup>th</sup> to approve the PG&E bankruptcy proceeding. CEO Syphers described a new bill, SB 350 by Hill and McGuire (not to be confused with the previous SB 350 around long-term procurement), which would stipulate a future process if PG&E's emergence from bankruptcy cannot be completed this year or if PG&E does not comply with certain safety requirements.

Public comment: Woody Hastings asked if the IOUs workshops referenced by Director Reardon in his Regulatory Report have been scheduled.

8. Receive Update on Impacts of COVID-19 to SCP

Chief Operating Officer Michael Koszalka introduced the item by highlighting SCP's Energy Resilience Audit Program and staff's efforts to engage with critical infrastructure businesses such as grocery stores in response to COVID-19; the upcoming launch of the Advanced Energy Build program which will incentivize all-electric home construction; the CALeVIP program; and the upcoming opening of the Advanced Energy Center.

COO Koszalka noted that SCP engaged with local economists to conduct a forecasting study and introduced Dr. Jon Haveman, Executive Director of the National Economic Education Delegation, who gave a presentation on the results of the study. The PowerPoint presentation for this item can be accessed [through this link](#).

Energy Analyst Ryan Tracey gave an update on energy usage, which has declined by approximately 5% when compared to pre-COVID levels based on most current usage data.

Public comment: None

9. Approve Budget for an On-bill Finance Assistance Pilot Program and Delegate Authority to the CEO to Negotiate, Execute, and Amend a Professional Services Agreement for an On-bill Finance Administrator for a Not-to-Exceed Amount of \$157,920 through June 30, 2021

Programs Manager Chad Asay introduced this item by providing background on the California Energy Commission EPIC that was awarded to SCP to speed the deployment of market-ready energy saving technologies, establish the Advanced Energy Center, and examine ways to reduce financial barriers to customers to aid in the adoption of energy saving technologies. He described how the proposed On-Bill Financing Pilot Program addresses those goals, especially reducing financial barriers, by providing zero percent interest, no-fee loans for up to \$10k with a maximum term of 10 years to eligible SCP customers. Programs Manager Asay then detailed staff's requested actions, including approving \$1 million in funding for the loans and approving a Professional Services Agreement with Frontier Energy for administration of the program.

Director King offered his support for the program, but expressed reservations about the requirement that customers be in good-standing (defined as having paid their bill on time for the previous three months) given the general economic climate due to COVID-19. CEO Syphers stated that he would take Director King's comments as direction to staff to evaluate the program parameter.

Public comment: Ben Peters provided the following written public comment:

*1. Please discuss the distinction between "on bill finance" and "on bill repayment ", where multiple lenders can provide diverse finance options paid on the bill.*

*2. PG&E already has a 0% on bill finance for up to \$1m per project! Explain how SCP having it's own program can benefit the organization and customers, for example to diversify SCP revenues beyond electric sales.*

*For example- the Seattle City Light "MEETS" Program, with efficiency projects paid back to the utility on bill, maintaining revenues vs. Traditional revenue losses from ee measures.*

Motion to Approve Budget for an On-bill Finance Assistance Pilot Program and Delegate Authority to the CEO to Negotiate, Execute, and Amend a Professional Services Agreement for an On-bill Finance Administrator for a Not-to-Exceed Amount of \$157,920 through June 30, 2021 by Director King

Second: Director Okrepkie

Motion passed: 10-0-0

#### 10. Approve the Proposed Fiscal Year 2020-2021 Annual Budget and Proposed Customer Rates Effective July 1, 2020

COO Koszalka introduced this item by noting changes in the Proposed Budget from the iteration that was previously brought to the Board, with the most substantive changes including: SCP deferring revenue into an Operating



Account Fund approved by the Board, and refined budgetary estimates due to impacts from COVID-19. He then noted that the Proposed Customer Rates are significantly lower than PG&E's bundled rates, but due to the PCIA fee, SCP customers pay a slightly higher total bill, hence the establishment of the Operating Account Fund to ensure that rates stay within 5% of PG&E's.

Public comment: Ben Peters provided the following written public comment:

*Page 87. Municipal storage assistance needs to be expanded to ALL municipalities, not just those that have already gone solar." Assistance to commercial customers " should be expanded significantly. Energy audit services should be provided to all municipalities in SCP. This will help ensure public safety in HVAC systems for air Quality, as well as cost savings*

Director Belforte noted that the 5-year budget forecast provided by COO Koszalka notes no increase in reserves and asked whether reserves were in an interest-bearing account; COO Koszalka confirmed that reserves are in interest-bearing accounts and any earned interest is reflected as income (as opposed to increasing the amount of reserves).

Motion to Approve the Proposed Fiscal Year 2020-2021 Annual Budget by Director Landman.

Second: Director Tibbetts

Motion passed: 10-0-0

Motion to Adopt the Proposed Customer Rates Effective July 1, 2020 by Director Landman

Second: Director Belforte

Motion passed: 10-0-0

#### **IV. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**

Ben Peters provided the following written public comment: *Please allow live public comments, sending written comments is not a best practice in public meetings.*

#### **V. BOARD MEMBER ANNOUNCEMENTS**

None

## **VI. ADJOURN**

Chair Slayter adjourned the meeting at approximately 10:47 a.m.



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## **Staff Report - Item 02**

**To: Sonoma Clean Power Authority Board of Directors**

**From: Cordel Stillman, Director of Programs**

**Issue: Approve and Authorize the CEO, or his Designee, to Execute a Third Amendment to the Contract with EHDD for Design and Construction Administration Support for the SCP Headquarters Project**

**Date: July 2, 2020**

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### **Requested Board Action:**

Staff requests that the Board Approve and Authorize the CEO, or his Designee, to execute a Third Amendment to the Contract with EHDD for design and construction administration support for the SCP Headquarters Project.

### **Background:**

On November 1, 2018, Sonoma Clean Power (SCP) entered into an Amended and Restated Agreement with EHDD for a full scope of architectural design services for the renovation of a building at 431 E Street in Santa Rosa.

A First Amendment to the Agreement (the "First Amendment") was executed on May 2, 2019 in order to increase the total not-to-exceed amount of the Agreement from \$1,285,551 to \$1,350,099 and to expand the Services provided by Consultant which included (a) consulting services for one hydraulic elevator, and relocation of the machine room; and (b) implementation of the Grid Optimal initiative.

A Second Amendment to the Agreement (the "Second Amendment") was executed on January 9, 2020 in order to increase the total not-to-exceed amount of the Agreement from \$1,350,099 to \$1,459,304 and to expand Services provided by Consultant which

include (a) design services for seismic joint documentation and coordination; (b) project management, coordination and engineering services for design of the Grid Optimal and Islanding aspects of the Headquarters Building design; and (c) design of exterior monument sign.

### **Discussion:**

The proposed Third Amendment (\$154,124) to the agreement is being requested to address unforeseen costs associated with permit acquisition and construction administration. The original contract with EHDD only budgeted for one round of comments during permit review. In total, three rounds of permit review were necessary given anomalies with the buildings structure and siting on the lot. The extra time and effort by the architect were not anticipated. Also, changes in EHDD's personnel requires that a more senior staff person be involved in the administration of construction, an additional cost that needs to be accounted for. Finally, SCP staff are recommending that the contract amendment include a contingency for construction administration. It is staff's experience that during the course of construction there will be the need for additional consultation with the architect as unforeseen issues arise, particularly when renovating an existing building. Having the contingency built in will allow staff to react quickly to contractor requests and avoid delays.

### **Community Advisory Committee Review:**

On June 24, 2020 the Sonoma Clean Power Community Advisory Committee recommended that the Board approve the Third Amendment.

### **Fiscal Impact:**

Due to the delays in receiving permits, there is sufficient existing budget in FY 19-20 to cover the proposed amendment costs. Any costs that may roll over into FY 20-21 have been budgeted for that year. The new not to exceed amount of the agreement will increase by \$154,124 to \$1,643,128.

### **Attachments:**

Attachment A - Third Amendment to the Amended and Restated Professional Services Agreement between the Sonoma Clean Power Authority and Esherick Homsey Dodge and Davis.

## ATTACHMENT A

### THIRD AMENDMENT TO THE AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SONOMA CLEAN POWER AUTHORITY AND ESHERICK HOMSEY DODGE AND DAVIS

This Third Amendment ("Third Amendment") to the Amended and Restated Professional Services Agreement (the "Agreement") is entered into between the Sonoma Clean Power Authority

("SCPA"), a California Joint Powers Authority, and Esherick Homsey Dodge and Davis, Architects, a professional corporation ("Consultant") as of [REDACTED], 2020 ("Third Amendment Effective Date"). SCPA and Consultant are, at times individual! referred to herein as "Party" and collectively as "Parties".

WHEREAS, the Parties entered into an Agreement for Professional Services dated August 8, 2018 ("Original Agreement") for Consultant to provide engineering, architecture, design and other support services for SCPA's renovation of a 14,000 +/- sf office building and surrounding property in downtown Santa Rosa;

WHEREAS, the Parties subsequently updated and revised the Original Agreement, entering into an Amended and Restated Agreement dated November 1, 2018 (the "Agreement"), which included an expanded scope of services, increases to the not-to-exceed amount and an extension to the Term of the Agreement;

WHEREAS, the Parties entered into a First Amendment to the Agreement (the "First Amendment") dated May 2, 2019 in order to increase the total not-to-exceed amount of the Agreement from \$1,285,551 to \$1,350,099 and to expand the Services provided by Consultant which included (a) consulting services for one hydraulic elevator, and relocation of the machine room; and (b) implementation of the Grid Optimal initiative;

WHEREAS, the Parties entered into a Second Amendment to the Agreement (the "Second Amendment") dated January 9, 2020 in order to increase the total not-to-exceed amount of the Agreement from \$1,350,099 the \$1,459,304 and to expand Services provided by Consultant which include (a) design services for seismic joint documentation and coordination; (b) project management, coordination and engineering services for design of the Grid Optimal and Islanding aspects of the Headquarters Building design; and (c) design of exterior monument sign; and

WHEREAS, Consultant experienced higher than expected costs is processing project permits and underbudgeted costs through the construction administration period; and

WHEREAS, SCPA is anticipating that additional unforeseen circumstances may occur that require Consultants services during the course of construction: and

WHEREAS, SCPA now desires to (a) increase by \$154,124 the total not-to exceed amount under the Agreement from \$1,459,304 to \$1,613,428; and (b) extend the term of the Agreement from December 31, 2020 to May 31, 2021;

WHEREAS, in accordance with Section 28.5 all changes to the Agreement must be in writing and signed by all Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Section 2 Term of Agreement of the Agreement is hereby superseded and replaced as follows:

Unless terminated earlier in accordance with sections 13 and 14 of this Agreement, the term of this Agreement (Term) shall begin on the Effective Date and shall end when all work comprising the Services is deemed performed under this Agreement or no later than May 31, 2021, whichever is shorter.

2. Section 1.1 in Appendix B of the Agreement is hereby superseded and replaced as follows:

"1.1 Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed one million, six hundred and thirteen thousand, four hundred twenty eight dollars (\$1,613,428) referred to hereafter as the Not-To-Exceed Amount (NTE). Total compensation due to Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also include within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services."

3. Except as set forth above, all terms and conditions of the Agreement remain in full force and effect.

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

**SONOMA CLEAN POWER AUTHORITY**

**ESHERICK HOMSEY DODGE AND  
DAVIS, ARCHITECTS**

BY: \_\_\_\_\_  
Geof Syphers  
Chief Executive Officer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
General Counsel

DATE: \_\_\_\_\_



## Staff Report - Item 03

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Cordel Stillman, Director of Programs

**Issue:** Approve a Contract with the Career Technical Education Foundation for the SWITCH Vehicle Education Program

**Date:** July 2, 2020

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### Requested Board Action:

Staff requests that the Board of Directors to Approve and Authorize the CEO, or his designee, to execute a contract with the Career Technical Education Foundation (CTE) for the SWITCH Vehicle Education Program for an amount not to exceed \$115,000.

### Background:

For the past four years, SCP has been funding a program, administered by CTE, that places electric vehicle kits (manufactured and supported by SWITCH) into classroom settings. The vehicle kits are designed to be assembled and dis-assembled every year so that students get hands on experience in the workings of an electric vehicle. To date, vehicle kits have been placed in 9 junior high and high schools, mostly in automotive or manual trades classes. The following is a list of schools participating and the class that supports the program.

Healdsburg Junior HS - Robotics/Mechanical Engineering  
Windsor HS - Engineering/STEM Axis Academy  
Piner HS - Make  
Maria Carrillo HS - Auto  
Rancho Cotate - Industrial Arts/Engineering  
Hanna Boys Center - Physics  
Casa Grande HS - Auto

Petaluma HS – Auto  
Sonoma Valley HS – Engineering

Through the program CTE trains teachers in experiential learning techniques and helps in connecting the classes with technology-based companies that provide mentors to the students. Each year SCP and CTE try to expand the program to additional schools. In the past, the contracts for this program have been less than \$100,000 and have been authorized under the CEO's authority.

### **Discussion:**

For the next fiscal cycle (FY20-21) we are proposing a budget of \$115,000 which will cover the following program items:

- 1) Purchase and place two additional SWITCH Vehicle kits
- 2) Re-purpose one existing SWITCH Vehicle kit for use as a display in the Advanced Energy Center. Once we are finished using it as a display at the AEC, we will deploy this kit to an additional school (yet TBD).
- 3) Instructor Professional Development
- 4) Distance Learning Student Materials
- 5) A competitive SWITCH Event
- 6) A SWITCH Program documentary

For the first time the SWITCH Program will be expanding into Mendocino County with the addition of Anderson Valley High School. At the end of the next school year, CTE has planned a competitive event where all the participating schools will bring their vehicles to be judged in a number of categories. This event was planned for this past May, but had to be cancelled due to the pandemic.

### **Community Advisory Committee Review:**

The SCP Community Advisory Committee has recommended the Board approve the agreement with CTE on a unanimous vote.

### **Fiscal Impact:**

Funds for this program have been included in the Sonoma Clean Power fiscal year 2020-2021 budget.



**Attachments:**

Attachment A - Draft Professional Services Agreement with Career Technical Education Foundation.

## ATTACHMENT A

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement"), dated as of \_\_\_\_\_ ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and Career Technical Education Foundation Sonoma County, A California non-profit corporation ("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 good faith, reasonable 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:** Prior to receipt of payment, Consultant agrees to submit an invoice or invoices (no more than one invoice for each calendar month) demonstrating performance of Services for which payment is being requested in a form reasonably acceptable to SCPA. Invoices shall be signed by key staff, and include adequate documentation, such copies of receipts for pre-approved reimbursable expenses. 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. Fees based on the Fee Schedule, as set forth in Exhibit B; and
  - b. Reimbursable expenses must be pre-approved by SCPA.
4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED One Hundred and Fifteen Thousand dollars (\$115,000). This dollar amount is not a guarantee that SCPA will pay that full amount to Consultant but is merely a limit of potential SCPA expenditures under the Agreement.
5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to June 30, 2021 unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after June 30, 2021 is subject to approval by SCPA's Board of Directors of a budget

## AGREEMENT FOR PROFESSIONAL SERVICES

including such funding, and that SCPA may terminate this Agreement pursuant to Section 6 below if such funding is not approved.

### 6. Termination:

- a. Notwithstanding any other provision of this Agreement, at any time and without cause, the CEO of SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. Should SCPA terminate this Agreement under this Section 6(a), the written notice of termination shall be accompanied by full payment of all then-outstanding invoices or unpaid portions thereof for all services, fees, costs, and reimbursable expenses then due and owing to Consultant. SCPA shall also submit and SCPA shall pay Consultant in the manner described in Section 3 for all services, fees, costs, and reimbursable expenses actually and necessarily incurred by Consultant as a result of the termination, including without limitation cancellation fees, liquidated damages, and other expenses payable by Consultant upon Consultant's termination of contracts it has entered into with third parties in order to properly perform under this Agreement, such as contracts for the purchase of the materials, supplies, and services described in Exhibit B.
- b. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the CEO of SCPA may, upon providing Consultant 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 and shall submit to SCPA a final invoice for all outstanding payments due to Consultant.

### 7. Indemnification: Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the SCPA, and to indemnify, hold harmless, and release the SCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the SCPA based upon a claim relating to Consultant's performance or obligations or omissions under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on the SCPA's part, but to the extent required by law, excluding liability due to the SCPA's conduct, specifically SCPA's sole negligence, active negligence or willful misconduct. The SCPA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.

## AGREEMENT FOR PROFESSIONAL SERVICES

8. 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.
    - 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. 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.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 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.
  - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 50 Santa Rosa Avenue, Fifth Floor, Santa Rosa, CA, 95404.
  - 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.
9. 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.
10. 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.
11. 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.

## AGREEMENT FOR PROFESSIONAL SERVICES

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.

12. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning 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.
13. **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 Fair Political Practices Act requirements.
14. **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.
15. **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.
16. **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. 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

## AGREEMENT FOR PROFESSIONAL SERVICES

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.

17. 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.
18. 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  
50 Santa Rosa Avenue, 5<sup>th</sup> Floor  
Santa Rosa, CA 95404  
[cstillman@sonomacleanpower.org](mailto:cstillman@sonomacleanpower.org)

TO CONSULTANT:

Kathy Goodacre  
CTE Foundation Sonoma County  
1030 Apollo Way, Suite 200  
Santa Rosa, CA 95407  
[kgoodacre@ctesonomacounty.org](mailto:kgoodacre@ctesonomacounty.org)

19. 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.
20. 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.
21. 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.
22. 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.

## AGREEMENT FOR PROFESSIONAL SERVICES

23. 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.
24. Exhibits; Order of Precedence:
- a. Exhibits. This Agreement includes the following Exhibits:
    - i. Exhibit A - Scope of Services
    - ii. Exhibit B - Fee Schedule
  - 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.
25. 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.
26. 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.
27. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
28. 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.
29. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
30. 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,



## AGREEMENT FOR PROFESSIONAL SERVICES

any cities or counties participating in SCPA's community choice aggregation program, or any of SCPA's retail customers in connection with this Agreement.

*[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**

BY: \_\_\_\_\_

Geof Syphers  
Chief Executive Office

Date: \_\_\_\_\_

### **CONSULTANT**

BY: \_\_\_\_\_

Kathy Goodacre  
Chief Executive Officer

DATE: \_\_\_\_\_

### **APPROVED AS TO FORM**

BY: \_\_\_\_\_

General Counsel

DATE: \_\_\_\_\_

## Exhibit A

### Scope of Services

#### 2020-2021 PROPOSAL

The following proposal is composed of three opportunities for investment:

1. Instructor Professional Development for Distance Learning
2. Switch EV Rally 2021
3. Launch of the Switch Program in Mendocino County

The proposal budget also includes funding to refurbish an existing Switch vehicle for display in Sonoma Clean Power's new Retail Center.

#### PROFESSIONAL DEVELOPMENT FOR DISTANCE LEARNING

It is well known that the pandemic generated substantial challenges to local schools – the rapid and unplanned shift to Distance Learning left many instructors overwhelmed and uncertain about how to advance curriculum goals while meeting the diverse needs and capacities of their students. This was especially true for CTE courses that rely upon hands-on experiential learning, like the Switch program. Today, schools are exploring a number of different models to accommodate social-distancing requirements that are certain to remain in place through Fall 2020 at a minimum, and potentially longer. To address this, CTEF proposes to provide an opportunity for Switch instructors to work with SCOE staff in the development of curriculum modules that can be completed remotely.

##### **1. Switch EV At-Home Learning Module**

- a. Be it fires, floods, power outages or a pandemic, students next year are certain to find themselves having to learn on their own. To ensure learning opportunities are relevant and useful to the advancement of Switch curriculum, we recommend preparing at-home learning modules for use in the 2020-21 school year and beyond. Instructors would prepare modules customized to their course with the guidance of SCOE curriculum coaches.
- b. Some examples of at-home learning modules include:
  - o Students anticipate what they may want powered during the next power shut-off, such as a mobile phone, light, e-reader, etc. They consider the power load and design a solar system that can power the device(s) for one full day.
  - o Arduino kit to teach wiring, coding, and electrical circuits.
  - o Design projects using a free web-based CAD platform like TinkerCad, Fusion 360, or Eagle. Using these programs, students can design a physical object, add onto existing designs, or even design and test electronic schematics.
  - o Potato battery kit to teach the basics of power generation.
- c. CTEF and SCOE would host a workshop for instructors, coaches, and industry partners to plan for the 2021 Switch EV Rally and to design at home learning modules. The workshop would be scheduled in early-August to give instructors time to design projects and send materials to students should the Fall semester begin with distance learning.

Exhibit A  
Scope of Services

- d. A SCOE Work-Based Learning Coach would continue to provide project planning and implementation support throughout the school year to instructors. Feedback from the past year shows that instructors have found this to be helpful in the implementation of career-connected projects and industry involvement.
- e. Up to three additional instructors would be invited to participate in the work: New auto shop teachers from Petaluma High School and Maria Carrillo High School, and the new Switch instructor from Anderson Valley High School should the grant be funded. SCOE coaches would support their integration in existing work.
- f. A small fund would be set up to allow instructors to purchase materials for at-home projects. Materials could include wiring and solar battery components, Arduinos, etc.; teachers would be responsible for purchasing materials and distributing them to students and would be reimbursed directly for costs up to a maximum allowable budget. CTEF successfully tested a similar program this Spring for at-home Maker Kits that was well-received by both students and teachers.

**SWITCH EV RALLY 2021**

Sonoma County Switch instructors are looking forward to an opportunity to meet and engage in healthy competition at a 2021 Rally event. Now that competition design is complete, CTEF proposes to leverage the work accomplished to date to make the Switch EV a reality Spring 2021. The extra planning time provides an opportunity to refine ideas, bring in new employer partners, engage new Switch instructors in Sonoma and Mendocino Counties, and raise community awareness for the program.

**1. Switch Program Documentary Video**

- a. CTEF proposes to produce a fun reality-show style video that highlights each class and follows students to the culminating competition event to document this innovative approach to hands-on education.
- b. Documentary production would be led by CTEF's Marketing Manager and produced in partnership with Sonoma Clean Power.

**2. Employer Integration**

- a. The past program year has demonstrated the power of integrating industry professionals in project work – it raises student excitement and understanding of local careers and accelerates learning. CTEF will continue to coordinate industry involvement starting with the virtual workshop in August.
- b. Each class will connect with at least one employer (preferably more) throughout the school year to mentor students and provide additional inspiration for their projects.
- c. The Switch EV Rally will incorporate industry professionals as judges for various challenges.
- d. Industry partners will be encouraged to have a booth at the Switch EV Rally to speak with students about related education and career paths in between their scheduled challenges.

### MENDOCINO PROGRAM EXPANSION

CTEF has successfully stewarded a Switch EV Lab grant application from Anderson Valley High School. The instructor, David Ballentine, proposes to embed the Switch program in the school's IDEA Lab (Innovation, Design, Exploration, and Application) to be the primary hands-on, cross-curricular component of their Engineering and Design Industry CTE Program. Importantly, the Switch EV Lab would enable the school to offer a capstone course opportunity for both Engineering Design and Environmental and Natural Science Engineering Pathways, typically completed by 11<sup>th</sup> and 12<sup>th</sup> grade students. The school anticipates initial enrollment of 22 students and has a plan to start a Girls Garage Club to encourage more young women to consider careers in Engineering and Natural Sciences. Peter Oliver of Switch Vehicles, Inc. has vetted the instructor and the proposed shop space and has expressed confidence in his ability to execute the program.

CTEF has confidence that Anderson Valley HS is prepared to fully leverage the Switch EV Lab and commensurate curriculum materials. We especially appreciate the opportunity to complete two CTE pathways at the school, thus allowing students to earn pathway completion credit and build important work readiness skills in alignment with the needs of our region. We recommend funding this grant and inviting the AHS team to join in the distance learning module development work and 2021 Switch EV Rally.

### CELEBRATING PARTNERSHIP

CTEF deeply values the investment Sonoma Clean Power has made in the Switch EV program and is grateful for an opportunity to build upon its success. As the primary funder of the Switch program, CTEF celebrates this partnership by acknowledging Sonoma Clean Power in a variety of communication channels and by inviting its employees to participate in student-facing volunteer activities.

#### **1. Partnership Recognition**

- a. Sonoma Clean Power will be recognized as the lead partner and headline sponsor for the program and regional event in all promotional materials, CTEF stakeholder communications, and related press coverage.
- b. Sonoma Clean Power employee(s) will be asked to serve on judging panel in the student competition.
- c. Founder's Level partnership recognition on CTEF website, social media, and marketing materials.
- d. Promotion of partnership at key events such as the CTEF Spark the Future event and the CTEF Leadership Luncheon.

#### **2. Sonoma Clean Power Employee Volunteer Opportunities**

- a. Assist instructors in relevant project design during curriculum development workshops.
- b. Participate as industry partner in Switch classrooms; mentor students and guide career-connected learning activities.
- c. Provide event support at Switch EV Rally.
- d. Serve as Judge(s) at Switch EV Rally.

### 2020-2021 SWITCH Program Enhancement & Expansion Budget

CTEF's budget proposal includes funding to support the three investment opportunities described above as well as funds to provide a vehicle for display at Sonoma Clean Power's new retail center. As discussed, CTEF and Switch would identify an existing Sonoma County site to receive a new replacement kit, and the "old" kit would be refurbished for display. This refurbished kit would then be granted to a new school once Sonoma Clean Power is ready to release it from display. CTEF would facilitate the grant application and assessment process in similar manner to previous Switch grants and will welcome Sonoma Clean Power's input on releasing the opportunity to prospective schools. Credo High School has expressed renewed interest in the Switch Lab and they may be ready to implement the program once the kit becomes available.

A new Switch Program Training workshop is included in the budget to train the Anderson Valley High School team should their grant request be funded. We are leveraging this opportunity to train the new Auto Shop instructor at Petaluma High School, Keith Benson, who is eager to utilize the Switch kit in his curriculum. We would also like to make the training opportunity available to the new Auto Shop teacher at Maria Carrillo High School, though we are not yet certain if he will be ready to undertake the training this Fall.

Another item of note, Sonoma County Office of Education was not able to fulfill all contract obligations from the 2019-20 grant due to the closures necessitated by COVID-19. As a result, they are currently holding a balance of \$10,301 in unspent grant funds. We recommend rolling these funds into a new contract for 2020-21. SCOE has submitted a budget proposal of \$17,301 to lead the curriculum development work for Distance Learning Modules, provide coaching for module implementation, and deliver all previously planned support in preparation for the 2021 Switch EV Rally. Therefore, our proposed budget reflects the assumption that the carry-over balance remains with SCOE, and thus requests an additional \$7,000 to provide professional development to Switch instructors next year.

Exhibit B  
Budget & Fee Schedule

**SWITCH 2020-21 Regional Program Enhancement Budget**

Item	Total Cost	Narrative
<b>SWITCH Lab Kit Grant - Anderson Valley HS, Mendocino</b>	<b>\$ 30,967</b>	
Switch Lab DC 72 volt Pb w/Education bundle	\$ 26,994	
Student Relay Lab Kit - for Mendocino/Anderson Valley HS	\$ 799	1 kit @ \$799 each
Textbook - Build Your Own EV	\$ 1,080	36 textbooks @ \$30 each
Tool Set	\$ 500	1 set for classroom
Spare Parts	\$ 500	Spare part budget for class, good for minimum of 5 years
Instructor Guide	\$ 99	1 guide per class
Unlimited usage license for classroom curriculum	\$ 995	Editable instructional materials covering a variety of subject areas, inclusive of 60-hours of video lectures, lesson plans, homework assignments, and powerpoint presentations
<b>SWITCH Lab Kit - Display at SCP Retail Center</b>	<b>\$ 28,994</b>	Display kit will be granted to new school when no longer needed at retail center
New kit for distribution to existing Sonoma County Switch site	\$ 26,994	Replacing existing kit which will be refurbished for display
Retrofit & refurbish old kit for display	\$ 2,000	
<b>Instructor Professional Development</b>	<b>\$ 9,500</b>	
Training Workshop for new Switch Instructors	\$ 2,000	4-day training conducted by Switch Vehicles; Anderson Valley HS, Petaluma HS, Maria Carillo HS
SCOE Contract - Switch instructor professional development	\$ 7,000	Distance Learning curriculum development and implementation, Switch EV Rally event planning and execution, 1:1 coaching for Switch instructors
Program Coordination & Industry Outreach	\$ 500	CTEF staff time @ \$100/hr for 5 hours
<b>Distance Learning Student Materials</b>	<b>\$ 2,000</b>	
Materials to supplement at home learning	\$ 2,000	Kit cost @ \$10 * 200 students; teachers to be reimbursed for actual costs up to maximum budget allowance; CTEF to leverage funds for matching campaign to raise money for materials
<b>Competitive SWITCH Event</b>	<b>\$ 16,569</b>	
Innovation Challenge Materials/Supplies	\$ 5,500	Materials Cost @ \$500/class; \$500 for event-day materials
Event Location Fees	\$ 1,500	Based on Saralee & Richard's Barn cost for 1-day event; assumes free event space, cost includes AV, tables, chairs, setup and take-down charges
Event Catering	\$ 1,500	Lunch, snacks and beverages for students, judges, employer partners
SWITCH Vehicle & Student Transportation	\$ 3,000	Switch transporation to event @ \$300/kit; potential need to hire vans to get students to event
SWITCH Event Award(s)	\$ 300	Three trophies at \$100/each
SWITCH Event Awards/Supplies Grant	\$ 1,200	First @ \$750, 2nd @ \$300, 3rd @ \$150
Event Marketing Materials	\$ 569	Pull-Up banner, signage, flyers
Industry Outreach, Event Coordination & Management	\$ 3,000	CTEF Staff time @ \$100/hr for 30 hours
<b>Switch Program Documentary</b>	<b>\$ 7,508</b>	
Video Production by Shoot Blue Productions	\$ 5,508	
Director of Photography	\$ 3,500	3 half days @ \$750 each, 1 full day @\$1250
Camera Assistant	\$ 250	1 full day - event
Editing and Graphics	\$ 1,500	
Voiceover	\$ 200	
Mileage	\$ 58	100 miles @ .575
Video Scripting and Preproduction	\$ 500	CTEF Staff time @ \$100/hr for 5 hours
Field Producer	\$ 1,500	CTEF Staff time @ \$100/hr for 15 hours
Subtotal	\$ 95,537	
CTEF Indirect Expense	\$ 14,331	Indirect Program Cost Allocation @ 15%
Sales Tax	\$ 5,132	Charged by Switch Vehicles, Inc. @ 8.5%, see attached quote
<b>Total</b>	<b>\$ 115,000</b>	

Exhibit C  
Non-Disclosure Agreement

- ☐ Included
- ☒ Not Included



Exhibit D  
Prevailing Wage Requirements

- ☐ Included
- ☒ Not Included

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## **Staff Report - Item 04**

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Erica Torgerson, Director of Customer Service  
Rebecca Simonson, Power Services Manager

**Issue:** Adopt a New Small Business Rate for Storage (B1-ST)

**Date:** July 2, 2020

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### **Requested Board Action:**

Adopt a new rate, B1-ST, to be effective August 1, 2020. The rate components will be set at the same level as B1's rate components compared to PG&E's May 1, 2020 rates.

### **Community Advisory Committee Review:**

The Community Advisory Committee voted unanimously to approve the new rate.

### **Quick Summary:**

This rate was developed as a pilot by PG&E for small business customers that want to add a battery, but don't have solar. Installing a battery requires an interconnection agreement with PG&E to keep line workers safe during a power outage. If a small business has solar and a battery, they would qualify for B-1 or B-6, but if the customer only has a battery, their only option would be B-1. Final B1-ST rates should be available in late July for an August 1, 2020 effective date.

### **Background:**

On August 9, 2018, the California Public Utilities Commission (CPUC or Commission) issued D.18-08-013 (the Decision) in PG&E's 2017 General Rate Case Phase II Application to Revise Its Electric Marginal Costs, Revenue Allocation, and Rate Design

(Application (A.) 16-06-013). The Decision accepts various settlement agreements that make significant changes to PG&E's rate designs. In particular, the decision adopted, with certain modifications, a settlement for Small Light and Power Rate Design that included a new rate option for small commercial customers called the A-1 STORE rate.

PG&E prepared pro forma tariffs for the A-1 STORE rate, re-named B1-ST herein, to be consistent with the nomenclature for the new small commercial rate schedules: Schedules B-1 and B-6.

PG&E expects the new B1-ST storage rate option to become available on a voluntary basis on August 1, 2020.

### **Discussion:**

The Small Light and Power Rate Design Settlement adopted by D.18-08-013 included bundled illustrative rates for the new B1-ST rate based on overall rate levels in place in March 2017, together with Commission rules for adjusting those rates for later implementation. In review of the Settlement rates, PG&E discovered an error in the allocation of sales by TOU period which resulted in rates that were set too high. PG&E's illustrative rates provided in the pro forma tariff have been corrected and brought forward to be revenue neutral to May 1, 2020 rate levels based on the rules for adjusting the rates for revenue requirement and sales changes.

### **PG&E Tariff Language:**

**B1-ST for Storage:** The B1-ST rate for storage is an optional rate available to qualifying customers taking Bundled, DA or CCA service under Schedule B-1.

The B1-ST rate is a pilot program that will be offered with a cap on the number of participants of 15,000. The B1-ST rate for storage is available to customers who are subject to the maximum demand eligibility requirements for the class of 75 kW or usage in excess of 150,000 kWh per year (as defined in each rate schedule) and have a minimum energy storage capacity equal to the greater of either 4.8 kWh or at least 0.05 percent of the customer's annual usage (in kWh) for the previous 12 months. Customer under 75 kW that are eligible to take service on Schedule B-1 may elect to take service on B1-ST for Storage.

**Demand Charge (applicable to B1-ST):** The customer will be billed for demand according to the customer's "maximum demand" each month based on the single highest demand occurring during the combined on-peak and part-peak period (2:00 p.m. to 11:00 p.m.). The demand charge will not apply to demand during the off-peak and super off-peak periods. However, the 75 kW eligibility threshold evaluation

will include demand during the off-peak and super off-peak periods. The number of kW used will be recorded over 15-minute intervals; the highest 15-minute average in the month outside of off-peak and super off-peak hours will be the customer's maximum demand for demand charge per kW billing purposes. Demand is only applied on the unbundled distribution component.

### **Rates:**

As of May 1, 2020, SCP's B1 rates are above PG&E's for the first time. By rate component, below are the percentage above PG&E on total bill impact:

B-1	Summer	On Peak	1.55%
B-1	Summer	Partial Peak	1.83%
B-1	Summer	Off Peak	1.97%
B-1	Winter	On Peak	2.01%
B-1	Winter	Off Peak	2.15%
B-1	Winter	Super Off Peak	2.32%

Once PG&E gets approval for its rates from the Commission, SCP will set its B1-ST rates at the same percentages.

### **Fiscal Impact:**

This rate is voluntary and has a PG&E service territory cap of 15,000 accounts. It is not expected to have a financial impact to SCP.

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## **Staff Report - Item 05**

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Stephanie Reynolds, Director of Operations  
Mike Koszalka, COO

**Issue:** Receive Internal Operations Report and Provide Direction as Appropriate

**Date:** July 2, 2020

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### **Requested Board Action:**

Receive Internal Operations Report and Provide Direction as Appropriate.

### **BUSINESS OFFICE CLOSURE**

Staff continue to work at home and follow guidelines to shelter in place as they are set by the local Public Health Officer, Dr. Sundari Mase, in coordination with local government officials. Incoming emails and calls to the call center from the public are being handled in the same manner as if the office were open and meetings between co-workers, consultants and others are taking place on the web.

### **NEW TEAM MEMBERS**

SCP has hired two new team members. Jennifer Rafferty joined SCP in March as an Administrative Aide working across the agency on various projects with a focus on contract administration. Her first week we closed the office and she has been a trooper, working from home and becoming proficient on Zoom during this modified onboarding period. We have also hired a manager for the Advanced Energy Center who will be starting later in July, early enough to help with preparations for the opening of the Center when construction is finished.

## MARKETING UPDATE

To continue providing education and resources to customers in terms of promoting energy efficiency and cost savings amid the shelter in place order, SCP has updated the Energy Tips education campaign, with updated tips for staying cool during the warmer summer months. The campaign is running in English and Spanish across radio, print, digital, outdoor, social media, and other channels. We are receiving positive comments on our social media posts, expressing appreciation for the energy saving tips provided by SCP.

## CARE/FERA AND MEDICAL BASELINE PROGRAM ENROLLMENTS

SCP tracks new enrollments in the California Alternative Rates for Energy (CARE) program, Family Electric Rate Assistance Program (FERA) Program, Medical Baseline (MB) Program, and payment plan enrollments on a monthly basis. Due to COVID-19, PG&E has made it easier for customers to sign up for financial assistance programs by removing the income verification process until March 2021. Customers can also now enroll in the Medical Baseline program without a doctor's signature. See table of below.

Program	6/1/2020	5/1/2020	4/3/2020	3/1/2020	2/1/2020
CARE	39,905	39,084	36,890	36,248	36,098
FERA	1,213	1,124	878	785	772
Medical Baseline	6,401	6,251	6,155	6,113	6,136
SCP Accounts on Payment Plan	4,023	4,712	5,673	5,626	4,935

As you can see, the enrollment in CARE, FERA, and MB have all increased since the start of the pandemic. Anecdotally, it is believed the number of accounts on a payment plan have decreased, perhaps because customers know PG&E is halting disconnections until March 2021.

## PROGRAMS UPDATES:

### *Induction Cooktop and DIY Energy & Water Savings Toolkit Checkout Programs*

The induction cooktop and DIY toolkit checkout programs are temporarily on hold, due to the restrictions on public contact. The toolkits will not be available for curbside



pickup as the Libraries are not currently accepting returns. The programs will continue as soon as it is safe for the lending sites to reopen.

### ***Advanced Energy Rebuild (AER)***

Staff continues to communicate with multiple applicants to the program that started their rebuild processes in 2019. Out of the 377 applications received, 306 are enrolled and actively participating in the program, including 256 single-family homes, 96 multi-family units, and 16 Accessory Dwelling Units (ADU).

### ***Lead Locally (CEC Grant)***

The Lead locally research team continues its Phase 1 applied study of both phase change materials and air to water heat pumps. Phase 2 site recruitment are nearing completion and installations are scheduled over the next two months.

The Education and Outreach team has put together a robust schedule of courses and events for the 20/21 FY. The intent is to conduct most events online to outreach to all community members during times of distancing. Please check our online calendar for upcoming events.

Construction at the Advanced Energy Center has reached the phase where drywall is going to be installed and flooring is being prepped for finishing. Multiple manufacturers and distributors are under contract to participate at the Advanced Energy Center and their display bays are being constructed and co-branding marketing strategies are being defined.

### ***Self-Generation Incentive Program (SGIP)***

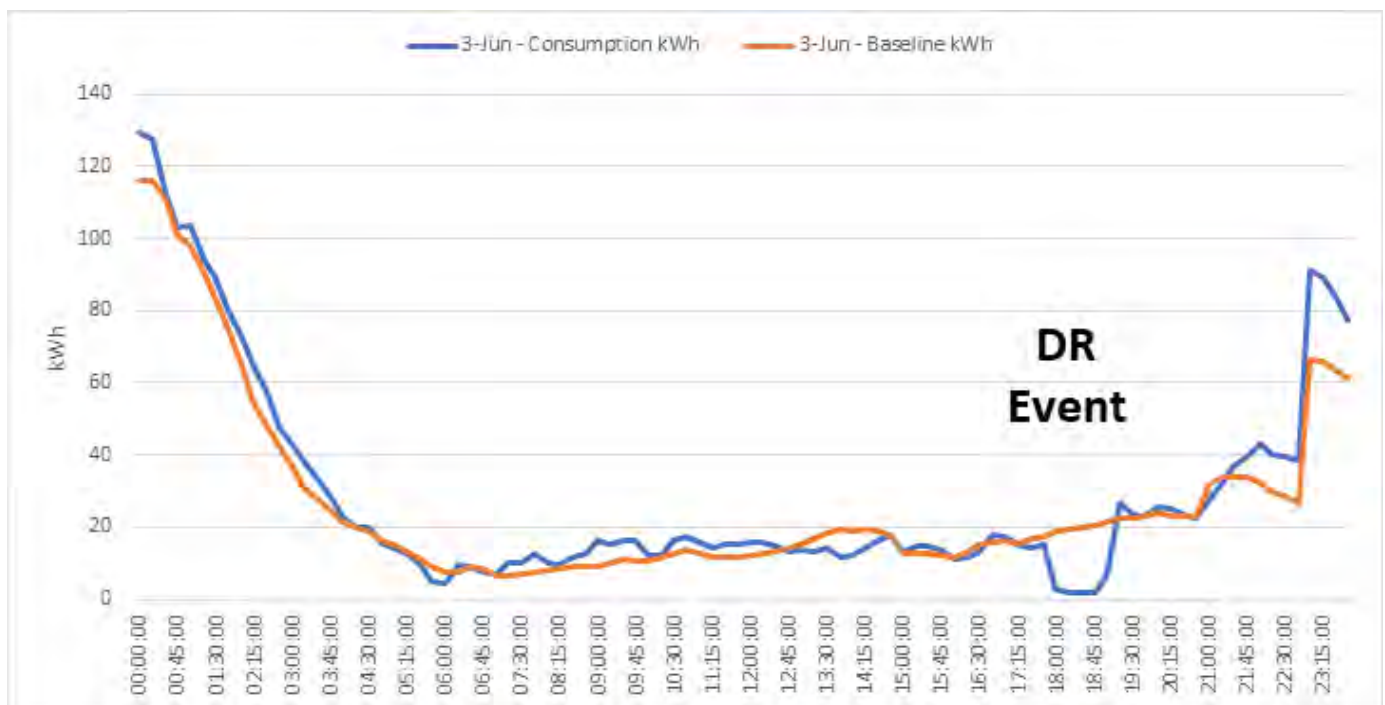
The SGIP Assistance program launched April 2020. This program provides residential customers with SGIP incentives upfront and assistance with applications to install battery energy storage systems under 30 kilowatts (kW). Due to strong early response, on May 7 the Board approved additional funding of \$750,000 to increase the number of projects that could be funded through this program. More information can be found at [www.sonomacleanpower.org/programs/sgipassistance](http://www.sonomacleanpower.org/programs/sgipassistance)

On May 15, PG&E, the local program administrator, announced the budget for equity and equity resiliency within their territory became fully subscribed. The SGIP Assistance Program is accepting applications to be placed on the PG&E waitlist. Only projects selected from the PG&E waitlist will be able to receive upfront incentive dollars from PG&E. Additional funding from Senate Bill 700 is expected to be available in July.

As of June 15, customers have been able to choose to work with any of the 31 participating contractors. SCP has received 37 projects submitted by 14 contractors/installers totaling \$771,300. The average cost of a project is approximately \$23,000. All projects submitted so far are equity resiliency projects, meaning the rebate covers 100% of the project.

### *GridSavvy Community*

The GridSavvy Community continues to execute demand response events based on SCP's projected peak loads, with the last event being on June 3<sup>rd</sup>. Results from the EV chargers during that event are shown in the graph below. On June 18<sup>th</sup>, the GridSavvy Community's partnership with ecobee went live, extending the opportunity to join GridSavvy to approximately 3,000 customers with existing ecobee thermostats in SCP's service territory. This should provide a great seasonal demand response asset to supplement the EV chargers and heat pump water heaters.



### *Sonoma Coast Incentive Project - CALeVIP*

The Sonoma Coast Incentive Project, which will provide incentives for the installation of electric vehicle charging infrastructure, is on schedule to launch July 8, 2020.

Marketing and outreach efforts are underway to promote the project. Staff is working diligently to inform businesses and property owners in low-income, disadvantaged, coastal, and rural areas of the available incentives and the specific allocation of

funding to them. For coastal, rural, and low-income areas looking to install or host charging stations but needing help getting started can request free technical assistance by going to [calevip.org/technical-assistance](https://calevip.org/technical-assistance).

Incentives of up to \$80,000 for Direct Current Fast Chargers (DCFC) and up to \$7,500 for Level 2 chargers are available for property owners, businesses, public agencies, tribal communities, and multi-family complexes. Incentives are available on a first-come, first-served basis and can be used for the design, engineering, purchase, and installation of the charging infrastructure.

Anyone interested in hosting charging stations or learning more is encouraged to contact Staff by emailing [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org). For complete information, including the requirements and supporting documents, visit the Sonoma Coast Incentive Project CALeVIP landing page [sonomacleanpower.org/calevip](https://sonomacleanpower.org/calevip).

### *Water/Energy Education Program*

Staff has received the Final Report to Sonoma Clean Power for Services Provided in 2019-2020 School Year by Sonoma Water. The attached report states that even with the many disruptions of the school year; public safety power shutoffs, fire evacuations and now COVID-19 school closures, the program still reached over 4,000 elementary students in the classrooms and over 6,000 students were able to take part in the ZunZun assemblies. The report addresses the need to plan for distance learning to reach more students in the coming year and the creation of videos as part of that process.

## **MONTHLY COMPILED FINANCIALS STATEMENT AND BUDGETARY COMPARISON SCHEDULE**

At the time of agenda packet distribution, the monthly reports from May, 2020 were not completed. They will be presented at the next Board meeting in August.

### **UPCOMING MEETINGS:**

**CAC - Wednesday, July 29, 2020 at 1:00 P.M.**

**BOD - Thursday, August 6, 2020 at 8:45 A.M.**

**BOD - No September Meeting Scheduled**

**ATTACHMENTS:**

Final Report to Sonoma Clean Power for Services Provided in 2019-2020 School Year

# **Final Report to Sonoma Clean Power For Services Provided in 2019-2020 School Year**

## **Summary**

The 2019-2020 school year will be remembered as the year of disruption. From PG&E's public safety power shutoffs and fire evacuations in the fall to the unprecedented school closures and the sudden pivot to online learning in the spring due to the COVID-19 pandemic. Despite this, we reached 4,149 elementary students with direct classroom instruction, had we not had to cancel programs we would have seen an additional 1,544 students. Fortunately, the majority of our direct instruction was carried out successfully. As it happened, this was not the case for our indirect instruction. Two of our largest community events of the year were canceled, one due to the Kincade Fire and the other due to COVID-19 pandemic. Along with several smaller outreach events we estimate that 19,690 possible contacts did not happen. Fortunately, ZunZun is a bright spot and although they had to cancel 14 in-person assemblies, they still saw 6,347 students and created a robust distance learning program that reached at least 3,645 students and teachers. The popularity of our materials program continued with teachers ordering 17,667 water and energy-themed rulers and 127 Sonoma Clean Power Posters. An additional 3,201 toothbrushes with the slogan *Save Water, Save Energy* were given away to 3<sup>rd</sup> graders throughout Sonoma County. The same theme, *Save Water to Save Energy* is included in the Water Awareness Poster Contest and this year, 27 4<sup>th</sup> grade teachers registered and 750 posters were sent out to students from Fort Bragg to Sonoma. Next year's calendar will be our 25<sup>th</sup> and offers an opportunity to highlight students and teachers who have continued to pursue their interests in art and conservation despite all the challenges.

Looking ahead to next year, there is still much uncertainty as to whether or not we will be able to visit classrooms and offer direct instruction. As we wait for guidance from school districts, we have begun planning to offer distant learning options for teachers and their students. Based on the results of a teacher survey sent in April, we are developing short video segments related to water and energy conservation and renewable energy. We would like to offer kits with hands-on materials like solar panels and fans that students can use while watching the videos. From the feedback we have received from teachers, hands-on materials are what they appreciate most about our lessons. With school budgets being cut, providing free materials will be even more valued by teachers in the coming years.

The current climate of multiple stressors placed on students, teachers, and parents presents us with an opportunity to evaluate what messages we want to share with students and teachers and how to do it in the most inclusive and equitable ways we know. Fortunately, our staff remains committed to self-reflection and we strive to reach students where they are, given these stressful times. We offer students engaging curriculum that encourages them to be curious about how the world works and empowers them to find ways to solve problems. We look forward to providing our programs in the next school year in whatever form is required.

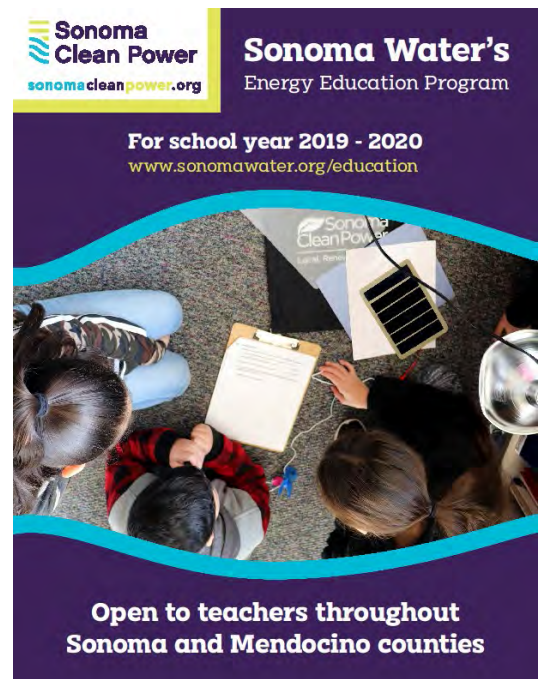
## **Program Outreach and Marketing**

In the fall of the 2019/2020 school year, we mailed 3,110 paper brochures to 278 schools across our service areas. Twenty-eight schools within the Santa Rosa City School District received a digital flyer as the district is no longer accepting paper flyers. For the 88 schools in Mendocino County, we created a unique brochure detailing only energy education programs. Reminder emails and registration links were sent to all 3<sup>rd</sup> and 4<sup>th</sup> grade teachers who participated in programs during the 2018-2019 school year. Program descriptions and advertisement videos are available on our website at [www.sonomawater.org/education](http://www.sonomawater.org/education). At the beginning of the school year, the education program is highlighted on Sonoma Water's homepage. In December, we sent 2020 Water Awareness Calendars with brochures to schools in Mendocino County and to schools in Sonoma County outside our water service areas as a way to remind teachers of our programs mid-year.

New this year, we sent out three e-newsletters through Constant Contact e-mail marketing software. Past newsletters are posted on our website [www.sonomawater.org/education](http://www.sonomawater.org/education). Also, with funding from the Russian River Watershed Association, we offered a subset of our water education programs to schools who have not been eligible to receive programs in the past such as in Cloverdale and the lower Russian River. With this new partnership, we made in-person connections with schools and teachers that have never had our water programs and made sure to share with them the panoply of services available to their school including energy education programs. These direct interactions and word of mouth recommendations from teacher to teacher are our most effective outreach and marketing tools.



**Water and Energy Program Brochure**  
mailed to all schools within Sonoma County



**Energy Education Program Brochure**  
mailed to Mendocino County schools

## 1. Direct Instruction-Classroom Presentations

### 3<sup>rd</sup> Grade-*Water and Energy*

The 3<sup>rd</sup> grade program was presented the same as last year with two lessons scheduled one week apart. The first lesson is focused on water: where our drinking water comes from, storm drain pollution prevention, and water conservation. As students learn about our water transmission system they are introduced to the idea that it takes electricity to move water from place to place. This lays the foundation for a key concept that we hope to convey, that when we use water at home, we also use energy and by extension when we conserve water at home we also save energy.

Lesson 2 expands on the topic of energy and presents students with an introduction to renewable and nonrenewable energy sources. Connections are made between these sources of energy and the greenhouse gas effect and climate change. After hands-on explorations with coal and solar panels with fans, students brainstorm ways to remove greenhouse gases (GHGs) from the atmosphere and are called up to remove GHGs stickers from a globe. Students often come up with actions like walking not driving to school, taking shorter showers, turning off the lights, and using a reusable water bottle. Students receive a bamboo toothbrush with a water conservation message printed on it, *Save Water, Save Energy* to encourage them not to waste water and to use biodegradable products instead of plastic.

### Schools Scheduled

Fifty-one schools received the 3<sup>rd</sup> grade lessons with a total of 2,992 student participants (Table 1). Due to the Covid-19 pandemic and associated shelter in place health order, we had to cancel programs planned for eight schools, 23 classes with 538 students. Had these not been canceled, we would have seen 3,530 students, an increase of approximately 500 students from 2018-2019. Teachers whose programs were canceled will be given scheduling priority next year.

**Table 1. Summary table of school registered for the 3<sup>rd</sup> Grade Program- *Water and Energy* 2019-2020.**

County	Town or City	# of Schools	# of Classes	# of Students
Sonoma	Cotati	1	2	43
	Forestville	1	1	21
	Geyserville	1	1	14
	Kenwood	1	1	20
	Penngrove	1	1	78
	Petaluma	10	19	463
	Rohnert Park	5	13	341
	Santa Rosa	23	64	1411
	Sebastopol	3	7	161
	Sonoma	4	9	223
	Windsor	1	8	217
<b>Subtotal</b>		<b>51</b>	<b>126</b>	<b>2,992</b>



Canceled due to Covid-19		8	23	538
TOTAL				3,530

### Teacher and Student Feedback

Following the lesson, teachers are asked to provide feedback either digitally with a link to a google form or via written comments returned by mail. Questions are asked about the content and delivery of the lessons as well as suggestions for improvement. We received evaluations from 72 teachers. The feedback was overwhelmingly positive with 99% stating they would sign up again next year.

Here are a few comments from the 3<sup>rd</sup> grade teachers:

*Super informative! Solar lesson was fantastic. They learned a ton!*

*The science experiment w/ the solar panels and fans. Students ecstatic!*

*The solar panels! Great activity! Also, the discussion regarding climate change.*

*Thank you **SO** much! Bamboo toothbrushes are awesome!*

*Watching the students experience the fan slowing or speeding up when the sunlight reached the solar panels. Great AHA! Moment.*

One notable comment from a precocious 3<sup>rd</sup> grader from Oak Grove Elementary in Sebastopol, told an educator that the climate change lesson was so important she needed to make a presentation for her family.

### 4<sup>th</sup> Grade—Where Does Our Electricity Come From?

The 4<sup>th</sup> grade program was simplified from two lessons to one, moving the second lesson to a new 6<sup>th</sup> grade program titled, *Electricity and Climate Change* (described below). The changes were made based on informal assessments during class visits that some of the content would be better suited for older students. Also, the second lesson requires moving and setting up a lot of equipment from class to class which took time. By switching to middle school, the lesson can be set up in a science teacher's classroom and students move through as they switch from class to class. A handful of 4<sup>th</sup> grade teachers requested the wind energy lesson this year and in certain situations we are able to accommodate special requests. Our hope is to work with teachers as much as possible to create a lesson that best fits their students and their curriculum. It varies from teacher to teacher how much time is given to science and whether or not the content fits into their chosen curriculum.



The 75-minute 4th grade lesson is now focused on solar power and has students work in pairs as they investigate how clouds affect the electrical output of a 3-V solar panel. Students make predictions, draw models, and conduct a controlled experiment using indoor work lights and different cloud types. This lesson emphasizes scientific thinking and the ability of students to carry out an experiment and explain their results using models (pictured to the right).



### **Schools Scheduled**

Twenty-five schools signed up to participate in the program, however nine were canceled due to school closures related to COVID-19 (down from 31 in 2019) (Table 2). A total of 848 students participated in the program and an additional 702 students were signed up for programs that were canceled. Three schools signed up from Mendocino County, four schools were in the SCP service area within Sonoma County and the remaining 18 schools were in Sonoma Water and SCP's overlapping service areas.

**Table 2. Summary table of schools registered for the 4<sup>th</sup> grade program-Where Does Our Electricity Come From? 2019-2020**

County	Town or City	# of Schools	# of Classes	# of Students
Sonoma	Guerneville	1	1	32
	Kenwood	1	1	23
	Petaluma	2	4	124
	Rohnert Park	1	3	80
	Santa Rosa	5	8	291
	Sebastopol	2	5	139
	Sonoma	1	1	22
	Unincorporated	1	1	28
	Windsor	1	3	54
Mendocino	Potter Valley	1	2	55
<b>Subtotal</b>		<b>16</b>	<b>29</b>	<b>848</b>
<b>Canceled</b>				
Sonoma	Petaluma	3	5	110
	Rohnert Park	1	3	82
	Santa Rosa	3	8	225
Mendocino	Fort Bragg	1	7	210
	Mendocino	1	3	75
	<b>Subtotal</b>	<b>9</b>	<b>26</b>	<b>702</b>
			<b>TOTAL</b>	<b>1,550</b>

## Teacher and Student Feedback

Following the lesson, teachers are given the choice to fill out a paper evaluation with a self-addressed stamp envelope or are sent a google link for an online evaluation form. Eighteen of the 29 teachers responded. The evaluations were all positive and 100% would request the program again next year.

Below are a few comments from 4<sup>th</sup> grade teachers:

*I really appreciate the excellent support for getting more real world, hands-on science to my students. The students are enriched by these experiences. Thank you!*

*I want to thank whatever program donates or sponsors this education service.*

*Matches NGSS standards wonderfully.*

*Keep doing what you're doing.*

We received many student thank you letters describing their favorite parts of the lesson. These two are from articulate 4<sup>th</sup> graders who appreciated the wind energy lesson in the early part of the year.

*Dear Ms Trisha,*

*Thank you, I enjoyed having you here. You taught us a lot about science stuff. I really enjoyed playing with the solar panels when they worked in the sun, and also when I got to pull the crank to make electricity from the generator. I realized that coal is bad for the earth, it pollutes the sky but clean energy like geothermal, and water helps the planet we live on, I mean we only have one earth!*

*Sincerely*

Sienna Kumec

Dear Trisha,

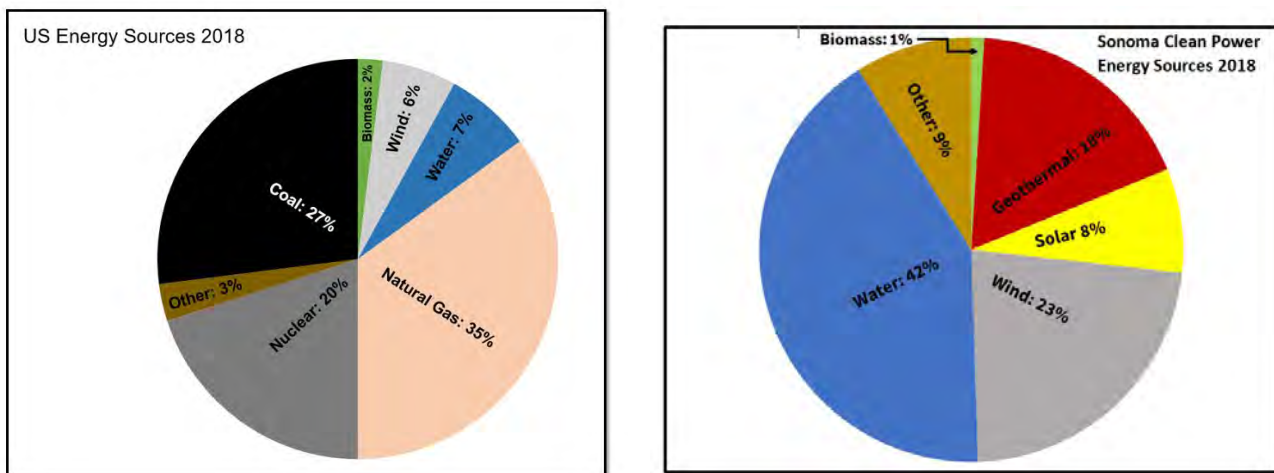
Thank you for coming to our class. We had lots of fun. I enjoyed when we did experiments that taught us about electricity. I liked learning about generators and how they power things. When I went home that day I told my mom what's inside a generator and she said she never had known that. When we did the experiment with the volt meter and the fan I thought it was interesting how high the volt meter got. It was the best science class I ever had. I hope that your goal to have 100% clean power all over the earth succeeds.

Thanks again,

Stella

## 6<sup>th</sup> Grade—*Electricity and Climate Change*

The 6<sup>th</sup> grade program consists of 2 class visits scheduled one week apart. Lesson 1 is 75 minutes and provides a short introduction to the greenhouse gas effect and global warming using NASA videos of global temperature and CO<sub>2</sub> fluctuations over time. During the rest of the session, students work in pairs through seven stations and independently investigate materials and answer questions in a handout. Stations include questions about coal, motors, hand-crank generators, wind-powered generators, and a solar panel that powers a small fan. The experiences are designed to cultivate curiosity about electricity, how it's generated, and to make connections between the electricity we use, the energy used to create it, and the links to the causes of global warming.



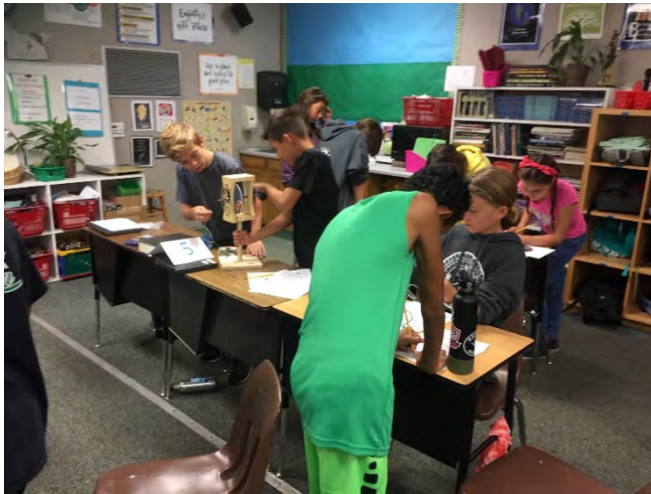
**Figure 1.** In Lesson 1, at one of 7 stations, students are asked to make observations and compare and contrast the energy sources procured by SCP compared to the United States overall.



**Figure 2.** Students working through stations in Lesson 1.



Lesson 2 is a 90 minute class visit and students participate in a Wind Challenge STEM Workshop. Students work in groups of four to design, construct, and test wind blades on a small turbine with a visual volt meter attached. Students make predictions, draw models, and record data as they attempt to create the most efficient blade as a team. At the end of the lesson, students reflect with partners and through a whole class discussion about what worked, what didn't, and how the group process went.



**Figure 3.** Students working during the wind energy challenge.

### Schools Scheduled

**14 schools signed up to participate, however seven were canceled due to school closures related to COVID-19 (Table 3).** Three-hundred and nine students participated and we would have seen an additional 304 students.

**Table 3.** Summary table of schools registered for the 6<sup>th</sup> grade program-*Electricity and Climate Change* 2019-2020.

County	Town or City	# of Schools	# of Classes	# of Students
Sonoma	Kenwood	1	2	46
	Petaluma	1	3	82
	Santa Rosa	3	6	134
	Unincorporated	1	1	25
Mendocino	Potter Valley	1	1	22
<b>Subtotal</b>		<b>7</b>	<b>13</b>	<b>309</b>
<b>Canceled</b>				
<b>Sonoma</b>	<b>Petaluma</b>	<b>3</b>	<b>4</b>	<b>120</b>
	<b>Santa Rosa</b>	<b>4</b>	<b>7</b>	<b>184</b>
<b>SubTotal</b>		<b>7</b>	<b>11</b>	<b>304</b>
<b>TOTAL</b>				<b>613</b>

## Teacher and Student Feedback

Following the second lesson, teachers are given the choice to fill out a paper evaluation with a self-addressed stamp envelope or are sent a google link for an online evaluation form. Five of the 13 teachers returned evaluations. The responses were positive and all would sign up again next year. One respondent wished for more time for discussion. More effort will be made to emphasize the need for evaluations to be returned and perhaps we will need to develop some incentive or ask it be completed before leaving the classroom.

Student thank you notes are not as frequent in the later grades. Perhaps there's another way to get their feedback about the lesson.

## 2. Student Giveaways

As part of our Sonoma Water educational materials program, we provide teachers with classroom items such as pencils, folders, pencil sharpeners, maps, and posters that when requested will be sent to their classrooms, free of charge. Since our partnership began three years ago, we have integrated water and energy themes into some of our most popular items and shared the costs. **For the 2019-2020 school year, we gave away 3,201 toothbrushes, 17,667 rulers and 127 Sonoma Clean Power Posters.** Those numbers would be higher if not for the many disruptions to the school year including power outages, Kincade Fire, and COVID-19.

This year we created a water and energy themed pencil and ordered 60,000 which will last approximately two years. After splitting the cost with Sonoma Water, the total cost to SCP was \$4,082.76 (see proof below). The pencil will be teal with white text.



This was the second year we purchased bamboo toothbrushes as giveaways in our 3<sup>rd</sup> grade program (see below) ordering 2,500 toothbrushes at a cost of \$3,500 to SCP.

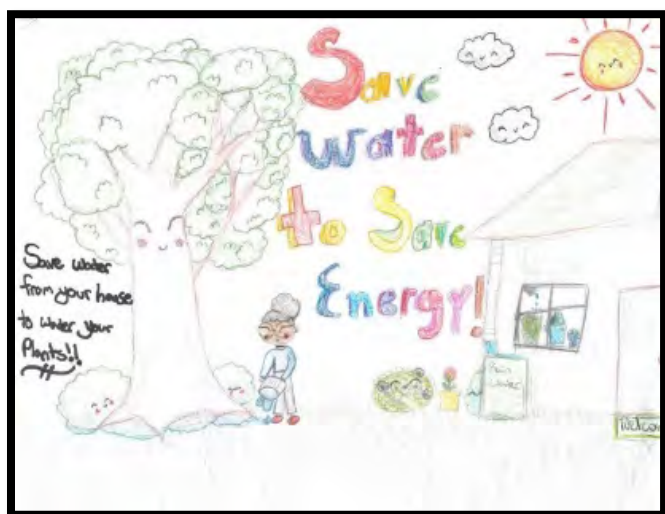


## 3. Water Awareness Poster Contest

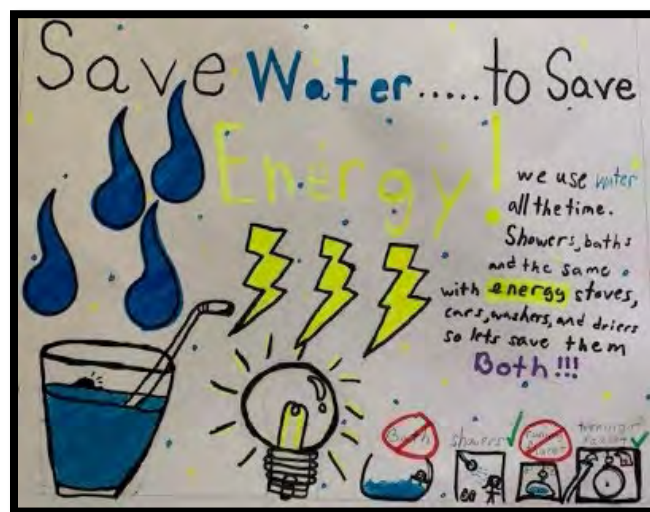
The 2019-2020 school year was the 26<sup>th</sup> year that Sonoma Water and the Saving Water Partnership has carried out an annual art contest for students in 3<sup>rd</sup>-6<sup>th</sup> grades. The chosen artwork is printed in the Water Awareness Calendar and distributed to all teachers within Sonoma Water's service area. This year, we also mailed 397 calendars to teachers in SCP service area.

This was the third year we added an energy related theme for 4<sup>th</sup> graders, ***Save Water to Save Energy!*** 27 4<sup>th</sup> grade teachers from 12 schools with a total of 750 student participants (nearly the same number of participants as in 2018-2019).

Normally, the deadline to return posters is April 1<sup>st</sup> but due to school closures beginning in mid-March, we extended the deadline to June 1<sup>st</sup>. We also offered teachers and students the option to send their submissions digitally via email or google docs. In an effort to solicit new participants, we created videos for students and their parents to watch together instructing them how to participate from home. Emails were sent to each teacher that signed up explaining program changes with links to the videos. We received submissions from 15 4<sup>th</sup> grade teachers. A virtual judging event will take place at the end of June and will include two chosen from the 4<sup>th</sup> grade finalists. Unfortunately, the awards ceremony held in May was canceled due to COVID-19. Each student winner will still receive a certificate and a t-shirt with their artwork printed on the front. Teachers will receive a \$50 gift certificate for school supplies.



4<sup>th</sup> grader, Dunham Elementary School,  
Petaluma, finalist submission 2020



4<sup>th</sup> grader, St. Vincent de Paul,  
Petaluma, finalist submission 2020

#### **4. Teacher Workshops**

A climate change teacher workshop was in the planning stages to occur in the summer of 2020 but was not scheduled. We hope to carry out a multi-day workshop in partnership with other environmental organizations in the summer of 2021.

#### **5. ZunZun Musical Assembly Program**

This was the third year that ZunZun integrated messages and activities related to the connection between water use and energy and the problems associated with burning fossil fuels into their musical assembly program. As part of their program, they send teachers suggested activities to do with their students before and after the assembly such as carrying out a “carbon-free” day at school. They also provide a parent letter that encourages families to take action at home.

**Twenty-two assemblies were carried out in-person but unfortunately, the remaining 14 assemblies had to be canceled due to COVID-19 and school closures (Table 4).** Prior to school closures, ZunZun was on track to see 10,230 students, just below last year's student total of 10,756.

Beginning in mid-March and in light of the rapidly changing school environment, ZunZun quickly transitioned their assembly program to digital formats. They created short and long videos with stories, songs, music, and movement for a student audience. Videos were uploaded to the ZunZun YouTube channel and links were sent to every school who signed up in 2019-2020. Realizing the difficulty in tracking school participation, ZunZun created a google form with video segments and short answer questions that allowed them to more carefully track use. Google forms were in English and Spanish hoping to reach parents and students at home. Based on the number of video views and users of their google form, they reached at least 3,645 students, almost as many students whose assemblies were canceled. This was a commendable achievement given the unprecedented circumstances.

**Table 4. Summary table of schools registered for the ZunZun musical assembly program 2019-2020.**

<b>County</b>	<b>Town or City</b>	<b># of Schools</b>	<b># of Assemblies</b>	<b># of Students</b>	<b>Participated in Distance Learning</b>
<b>Live In-Person Assemblies Carried Out</b>					
Sonoma	Cotati	1	1	384	Y
	Petaluma	3	3	761	Y
	Rohnert Park	1	2	438	Y
	Sebastopol	1	2	414	Y
	Sonoma	2	2	578	Y
	Santa Rosa	9	12	3772	Y
<b>Subtotal</b>		<b>17</b>	<b>22</b>	<b>6,347</b>	
<b>Canceled Assemblies</b>					
Mendocino	Fort Bragg	2	4	815	Y
	Potter Valley	1	1	215	Y
Sonoma	Glen Ellen	1	1	183	N
	Guerneville	1	1	458	Y
	Petaluma	1	1	409	N
	Rohnert Park	1	2	445	Y
	Santa Rosa	1	1	352	N
	Sebastopol	1	1	453	Y
	Windsor	2	2	553	Y
<b>Subtotal</b>		<b>11</b>	<b>14</b>	<b>3,883</b>	
<b>TOTAL</b>				<b>10,230</b>	
<b># of video views and google forms used in distance learning</b>				<b>3,645</b>	



## 6. Community Events

Two of the largest community outreach events where we planned to offer energy education opportunities were canceled. The first, North Bay Science Discovery Day on October 26, 2019, was canceled due to the Kinkade Fire. The photo below shows our shared space ready to go right before we were asked to dismantle it. The second was the Earth Day OnStage event in downtown Santa Rosa, which was scheduled for April 26<sup>th</sup>, 2020. These events were expected to draw up to 19,500 visitors. A smaller event called, *Expanding Your Horizons* (see flyer below) was a STEAM workshop in which 75 8<sup>th</sup> grade girls signed up to participate in our 55-minute Wind Challenge workshop. The lesson involves designing, constructing, and testing wind blades on small turbines. This event was scheduled for March 28<sup>th</sup>, 2020 but was canceled due to COVID-19. Another small event at a Petaluma elementary school was canceled due to COVID-19. This was an Earth Day celebration and would have been our second year providing solar and wind activities to approximately 90 elementary students. The last event of the school year, the Mike Hauser Algebra Academy, scheduled in June, was canceled. Approximately 25 9<sup>th</sup> graders were to spend several weeks learning from local organizations how math is applied in the real world. During the last two years, students participated in two sessions learning about electricity, renewable energy, and calculating watt- hours used by appliances in the home and in pumping water.



North Bay Science Discovery Day, Sonoma County Fairgrounds, Oct. 26, 2019 just before were told to evacuate due to the Kinkade Fire.

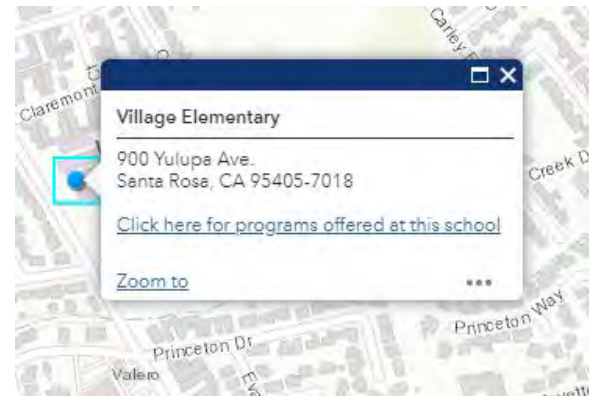
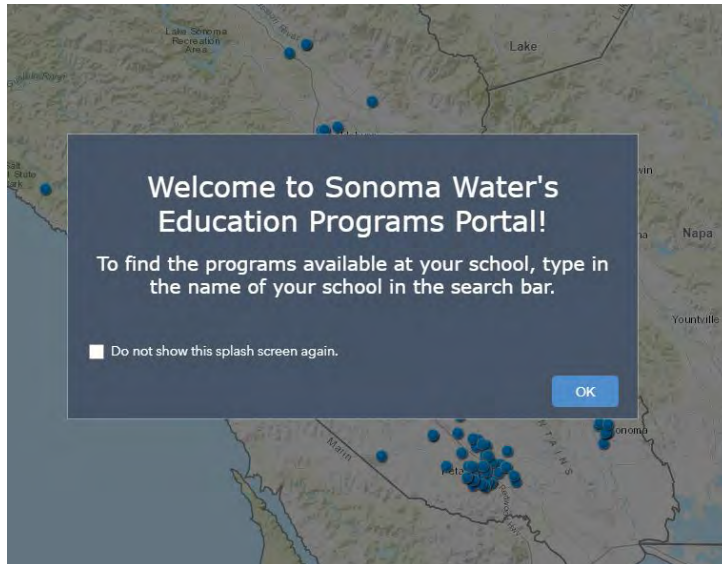


Expanding Your Horizons Flyer. STEAM workshop for 8<sup>th</sup> grade girls from Sonoma, Mendocino, and Lake Counties.



## 7. GIS-based Map and Searchable Database

A GIS-based map and database were created to assist teachers in locating the educational programs and materials available to them based on their school location: [Sonoma Water - Find The Education Programs Available At Your School Site](#). We intend to include the map on our new Water and Energy Education website which is currently a contract that will go out to bid. We planned to beta test the map on our existing website at the start of the 2020 school year, but with the uncertainty regarding class visits and COVID-19, we are not sure what programs we will be able to offer teachers in the fall.



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## Staff Report - Item 06

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Neal Reardon, Director of Regulatory Affairs  
Geof Syphers, CEO

**Issue:** Receive Legislative and Regulatory Updates and Provide Direction as Appropriate

**Date:** July 2, 2020

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### Requested Board Action:

Receive Legislative and Regulatory Updates and Provide Direction as Appropriate.

### Regulatory Update

#### Resource Adequacy

On June 11th, the CPUC approved a Decision that will create a "Central Buyer" for local resource adequacy (RA). Beginning in 2023, PG&E will charge our customers for the costs of local RA purchased on their behalf. This diminishes SCP's ability to invest in local and preferred clean resources. Staff are actively seeking ways to ensure CCA investments in local batteries, microgrids and renewable energy will retain full value.

Many stakeholders, including SCP and CalCCA, worked together to recommend an alternate proposal that would limit a central buyer's purchases to amounts of RA that CCAs had failed to purchase - a true backstop function. However, the CPUC rejected this proposal. Unfortunately, the CPUC's decision detracts from CCAs' ability to purchase the resources our communities desire, and increases the costs PG&E will pass on to our customers. It also calls into question how existing and future CCA contracts that provide Resource Adequacy will be treated.

SCP and CalCCA's advocacy did reduce the harm this Decision brings. The Decision now calls for a diverse Working Group to develop a recommendation for how the

utilities should grant credit to electricity providers like SCP that have renewable contracts providing Local RA. The intent of this is to capture value from existing contracts, and allow for groups like CCAs to develop cleaner projects in line with their mission.

Reforms to the Resource Adequacy program continue. The CPUC recently launched a venue to discuss broad reforms to the RA program. SCP and CalCCA are already engaged in that discussion and will work to keep costs low while protecting CCA autonomy and maintaining reliability. On September 1, a working group report (co-led by CalCCA and SCE/PG&E) proposing a crediting mechanism for renewable contracts will be filed.

A CalCCA press release describing the same Decision is available here:

<https://cal-cca.org/calcca-statement-on-the-cpucs-central-procurement-decision/>

### Microgrids

The CPUC approved a Decision which will enable accelerated deployment of microgrids to provide resiliency in light of PSPS events. To do so, it aims to streamline the interconnection process, revise existing tariffs, and leverage the role of local governments by granting them more data and visibility into the IOU process. It also places a significant amount of new requirements on the IOUs.

To facilitate rapid interconnection of resiliency projects, the Decision directs the utilities to 1) issue pre-approved designs for interconnection of projects, 2) increase the simplicity and transparency of inspection and approval processes, and, 3) prioritize interconnection of resiliency projects for key locations and customers.

The Decision also directs two important changes to the utilities' existing NEM tariffs which will make customers' energy storage systems more useful as resiliency resources. Customers will no longer be limited to charging their systems solely from rooftop solar, but will be allowed to charge from the grid in advance of announced PSPS events. In addition, the size cap for energy storage systems on customer sites is being removed.

To leverage local and tribal governments, the decision directs the IOUs to share information and collaborate with local governments and agencies via semi-annual meetings, the content of which must be provided to the CPUC via a written report.

Though the IOUs are responsible for conducting meetings and reporting on them, the Decision calls for county OES departments to moderate the meetings – or nominate another agency to do so in their place. IOUs are to provide details on the scope, schedule, cost, and customer impact of projects in locations throughout each county. They must specifically identify reconductoring, transmission line exclusion, transmission line switching, distribution segmentation, distributed generation enabled microgrids, temporary generation, and substation improvements.

To provide guidance to microgrid developers, the IOUs are required to develop a “Resiliency Project Engagement Guide” detailing how local governments can navigate the development process. This guide must contain flowcharts for engaging with the utility, best practices, and a list of the specific data the IOUs will require at each step through the process.

In addition to in-person meetings, the IOUs will be required to create a data portal to immediately share information with county OES departments, tribal governments, or organizations created to carry out provisions of the State Emergency Plan. A separate data portal for CCAs to access must also be created, though PG&E has indicated they do not expect to have this online until 2022.

On July 11<sup>th</sup>, the IOUs are directed to file an Advice Letter outlining their plan to comply with all the directives in this Decision.

#### Self-Generation Incentive Program (SGIP)

SGIP provides incentives for customers who purchase and install onsite storage and/or generation systems. It was recently expanded to provide additional incentives for systems installed at critical facilities (fire stations, hospitals, etc.) and at customer sites who’re disproportionately impacted by PSPS events due to their geographic location or underlying health or economic needs.

PG&E administers the program in SCP territory. In March, SCP filed a request to receive 10% of the budget for marketing, education, and outreach – citing our experience in engaging customers and offering programs to support and protect them.

The Commission recently issued a draft Resolution stating “We appreciate the dedication of SCP...to ensuring the customers they serve are aware of and can access the SGIP incentives for vulnerable customers and critical facilities...we acknowledge the time and effort that SCP put into drafting ME&O plans for targeting vulnerable

customers in their service territories to educate and inform them about the opportunities available through SGIP.”

The Draft Resolution concludes with a recommendation that 40% of the annual \$765,000 ME&O budget be allocated to CCAs, community based organizations, and low-income solar program administrators.

## **Legislative Update**

The State budget is likely done, as the Governor and Senate have announced they have reached an agreement. It is also likely that a budget trailer bill will be considered in July and August to adjust expectations for revenues and modify expectations in relation to the “split roll tax” bill which would cause a major change to Prop 13 involving the reassessment of most commercial properties for taxes. Solar facilities are proposed to be recognized as “personal property” and therefore exempt from the Prop 13 reform “split roll” reassessment of commercial properties.

SB 350 is the Governor’s bill on how the State could take over PG&E if it cannot emerge from bankruptcy by June 30, raise the necessary funds by September 1 or meet the minimum safety criteria in the AB 1054 insurance bill. While it is unlikely its provisions would go into effect, the Governor is using it as “Plan B” and the bill is expected to pass.

ACA 5 (Weber) is the Assembly Constitutional Amendment that places an initiative onto the November ballot to repeal Proposition 209 (1996). Prop 209 was originally framed as eliminating racial preferences in university admission practices, but was written quite broadly, and made it illegal for all government agencies in California to have racial preferences in hiring and contracting. Prop 209 introduced numerous conflicts into law and several more have emerged since its passage. One recent example from SCP’s industry is SB 255 (Bradford, 2019) which requires electricity suppliers to increase the diversity of their suppliers, including through making efforts to increase contracting with minority-owned companies. SCP supported SB 255, and according to the CPUC, SCP must now develop a plan to comply. However, Prop 209 introduces a risk that compliance with SB 255 could be challenged and construed as a crime.

Prop 209 also makes the development of needs-based customer programs more challenging. An example arose during SCP’s DriveEV program in 2015 during which SCP’s attorneys carefully reviewed the higher incentive to low-income CARE customers for purchasing or leasing an electric vehicle to ensure that it could not reasonably be construed as a preference which violates Prop 209 (e.g., because there is some correlation between income and racial demographics). Ultimately, SCP was

able to navigate that problem, but it added a level of difficulty to our program implementation due to having to studiously avoid any additional targeting of Latinx customers when discussing the higher incentives for low-income customers, while still ensuring those customers received sufficient attention and were recruited to participate.

As a result of similar issues at many CCAs around California, CalCCA took a support position on ACA-5 along with the League of California Cities, SMUD and numerous cities and counties. The Chair and Vice Chair of SCP directed staff that SCP should also file a support letter. That letter is attached.

ACA-5 moved extremely quickly through the Assembly and Senate and the question of repealing Prop 209 will now be placed onto the November ballot for voters to decide. The Governor does not need to sign it.

On a 40-0 vote, the Senate approved SB 862 (Dodd). If the Governor signs the bill as expected, it will require greater coordination between electrical corporations and local governments on PSPS events. The coordination will assist in determining where community resource centers can be established and operated during a de-energization event along with the type of services being provided at the centers. SB 862 also requires electrical corporations to coordinate with local governments to ensure mobile backup generators can be located at the community resource centers during a PSPS event. One positive note is that PG&E is starting to signal that it will engage in these activities even before the bill is signed into law.



50 Santa Rosa Ave., 5<sup>th</sup> Floor  
Santa Rosa, CA 95404

[sonomacleanpower.org](http://sonomacleanpower.org)

June 23, 2020

The Honorable Anthony Portantino  
Chair, Senate Appropriations Committee  
State Capitol Building, Room #2206  
Sacramento, CA 95814

**RE: ACA-5 (Weber) Government preferences – SUPPORT**

Dear Senator Portantino,

Sonoma Clean Power (SCP) writes in strong support of Assembly Constitutional Amendment 5 (ACA-5) and giving voters the option to repeal Proposition 209.

SCP is a government electricity provider serving Sonoma and Mendocino Counties and the cities of Willits, Fort Bragg, Point Arena, Cloverdale, Windsor, Sebastopol, Santa Rosa, Sonoma, Rohnert Park, Cotati and Petaluma.

SCP's mission is to solve the climate crisis by purchasing clean energy for our customers and creating community programs that break down economic barriers to the adoption of renewable energy in accordance with California's climate goals.

We ask the Assembly to allow voters to repeal Proposition 209 so SCP can continue to help California transition off of fossil fuels that disproportionately impact communities of color and the underserved; design customer programs to serve local needs wherever they arise, such as the shortage of electric vehicle charging stations in our Latinx neighborhoods; and legally promote diversity of our suppliers and our staff creating a more diverse workforce and stronger organization.

In gratitude,

A handwritten signature in blue ink that reads "Patrick Slayter".

Patrick Slayter, Chair

A handwritten signature in blue ink that reads "Melanie Bagby".

Melanie Bagby, Vice Chair





## **Staff Report - Item 07**

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Nathan Kinsey, Commercial Accounts Manager

**Issue:** Receive Informational Report on the 2020 Spirit of Entrepreneurship Grant Recipients

**Date:** July 2, 2020

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### **Requested Board Action:**

Receive informational report.

### **Background:**

In the second year of awarding the Spirit of Entrepreneurship Grant, Sonoma Clean Power (SCP), Santa Rosa Junior College (SRJC) staff and SRJC students were indirectly impacted by the COVID-19 Pandemic, which closed the SRJC campus mid semester. This put a multi-week hold on instruction, requiring staff and students to establish online course curriculum for the remainder of the semester. Although some students dropped their classes, many persisted in the new online environment, which afforded six students the opportunity to participate in the eventual "Pitch Contest" facilitated via a Zoom Meeting online platform.

For SCP's Commercial Accounts Manager, Nathan Kinsey, and Senior Customer Care Specialist, Danielle Baker, along with numerous phone and Zoom meetings, personnel changes and iterations of design and process implementation, it's an honor to present the results and announce the recipients of SCP's second annual Spirit of Entrepreneurship Grant. To allow for context to those Directors where this is the first time being on the Board when awarding of the Grant is presented, the following information is provided in relation to the overall purpose, structure, eligibility and selection process of the Grant.

## **Discussion:**

**Purpose of the Spirit of Entrepreneurship Grant:** SCP's Spirit of Entrepreneurship Grant strives to develop sustainable entrepreneurs invested in reducing greenhouse gas emissions and promoting energy efficiency, energy conservation, renewable energy, environmental stewardship and distributed energy resources in a manner that encourages economic vitality and affordable rates for customers.

**Structure of the SCP Spirit of Entrepreneurship Grant:** In advance of the fall 2019 semester, SCP finalized an initial total not-to-exceed amount of fifty thousand dollars (\$50,000) in funding to the Santa Rosa Junior College (SRJC) Foundation, which included forty thousand dollars (\$40,000) to be directly placed into the SRJC Foundation Endowment and ten thousand dollars (\$10,000) reserved for the in-and-out fund to be distributed to students for the academic year at the spring semester "Pitch Contest" held within the course at SRJC. SCP will consider, subject to approval and appropriations from its governing board, options to provide additional funds in future years. As of June 2020, the Grant has now provided twenty thousand dollars (\$20,000) in student awards and resides with approximately eighty thousand dollars (\$80,000) in the SRJC Foundation. Due to the COVID-19 impacts to the financial market, the investment made by the SRJC Foundation with the Endowment funds, which are a part of their larger single portfolio managed by Morgan Stanley and overseen by the SRJC Foundation Investment Committee and the SRJC Foundation Board of Directors, will likely experience a loss in the short term. However, details will become available in Mid-August 2020 when SCP receives notification benchmarking the performance.

**Eligibility Guidelines:** Participants in SCP's Spirit of Entrepreneurship Grant Competition must:

- Be an active student in good standing at Santa Rosa Junior College;
- Maintain Satisfactory Academic Progress with SRJC;
- Be currently enrolled or completed the Santa Rosa Junior College's Entrepreneurship Certificate Capstone Course (or any successor course, as approved by SCP) in the current academic year;
- Have played a significant role in conceiving the venture;
- Present a new venture/new business idea, or where the proposed entry is an existing business, the existing business must have received less than \$50,000 in institutional funding prior to the commencement of the grant competition;
- Present as part of the Course "Pitch Contest" at the end of the semester;
- All submitted materials must be the original work of the participant and/or team; and

- Participants may participate in the competition as part of a team, but each individual team member must satisfy all eligibility guidelines. There is no limit to the number of team members.

**Competition Submissions:** Participants, whether competing individually or in teams, must provide summary of their proposal, a business plan, and a model release form ten (10) calendar days prior to the last day of Final Examinations (the “Deadline”) that includes:

- Participant/Team Information, including contact information, expertise and summary of the proposal, consistent with course requirements;
- Funds needed to develop and support the entrepreneurial effort(s);
- How any awarded funds would be used;
- How the proposal would promote the purpose of the SCP Spirit of Entrepreneurship Grant.

Participants entering the competition as part of a team must also propose how any grant award would be shared and utilized by the team.

As noted above, participants/teams should adequately explain how their business plan would promote the purpose of SCP’s Spirit of Entrepreneurship Grant, including, without limitation: incorporating sustainable practices, reducing energy consumption, improving air quality, reducing fossil fuel consumption, expanding the use of renewable energy, promoting eco-friendly transit, conserving water & resources utilizing environmentally sensitive building materials.

By the Deadline, Participant submissions should be provided to SCP in an electronic form, using the online application at grant application website and satisfy any other applicable Course requirements. Participants and teams agree to submit follow up information that SCP may reasonably request in connection with the entry.

**Selection Criteria and Process:** SCP will consider eligible entries based on the overall quality of the proposal, including, among other criteria the:

- Idea, including the originality, innovation, thoughtfulness and potential impact on a big problem;
- Product or service;
- Participant/team’s preparation for launch;
- Participant/team’s execution plan;
- Expertise of the participant/team; and
- Proposal’s consistency with the purpose of the SCP Spirit of Entrepreneurship Grant.

SCP and SRJC personnel will also participate in a panel during the Pitch Contest to evaluate competition entries based on the criteria identified above.

**SCP Spirit of Entrepreneurship Grant Amount:** At the start of each semester, SCP will identify the maximum amount potentially available to participants/teams competing for Spirit of Entrepreneurship Grant. The number of grant awards issued as well as the amounts awarded by SCP for each grant awarded will vary at the discretion of SCP and based on the factors associated with the semester's grant competition, including, without limitation, the selection criteria, the quality of the participant/team proposals, the amounts requested and the number of eligible entries.

**Presentation of Awards:** Winners will be announced annually prior to the conclusion of the semester. Awardees will be recognized at a subsequent SCP Board of Directors Meeting.

**Potential Changes to Grant:** Now in its second year, we feel the process and expectations are well established for both SRJC students and staff. More than any structural change, refinements in the next grant year will be aimed at the funds awarded and funds placed in the Endowment for long term growth.

**SCP Spirit of Entrepreneurship Grant Winners:** While staff hopes the partnership with SRJC will build momentum and interest in the coming years, we were pleased to receive six submissions this year from the two semesters. Of these, SCP Senior Customer Care Specialist, Danielle Baker, and Commercial Accounts Manager, Nathan Kinsey, evaluated and deliberated each submission in earnest and selected two submissions to receive Grant awards. The following represents information for each Grant awardee and associated amounts:

**Laura Feil - Terrabliss Naturals - 1st Place, \$6,500**

- Plant-based, sustainably produced and affordable healing alternative via hemp-derived CBD products.
- Organic raised, sustainably sun grown, non-GMO products
  - Sun-grown with regenerative farming practices, as well as crop rotation and water conservation strategies
  - Zero pesticides, herbicides, or fungicides
  - Low water input, drought tolerate plant
- 1.63 tons of CO2 removed in atmosphere per ton of hemp
  - Removed 400 tons of CO2 (10 tons CO2 per 40 acres farmed)
- Soil stabilization and erosion mitigation, while nourishing nutrient-depleted soil
- 3rd party certified (SCS) for safety and ingredient certifications

- Goal to launch sustainable packaging materials:
  - MycoComposite technology is a rapidly compostable mycelium (hemp byproduct) packing filler through patented biomaterial that is thermally insulating, cost-competitive and water resistant
  - 100% Post-Consumer/Post-Industrial content mailing boxes for product
    - Fully recyclable and biodegradable
    - Packaging uses “Black Algae Ink” – World’s most environmentally sustainable ink
- Refillable/Reusable glass containers rather than plastic
  - Looking to becoming a Loop Brand partner for product refilling options
  - Discounts to consumers for refilling options
- Delivery/shipping options with arranged package pick-up in up to 5 days
  - Reduces transportation emissions from partially full shipping vehicles
  - Focus on local market brand positioning for reduction in transportation emissions
- SC Labs Certification for products

#### **Jennifer Friedman - Humane Plate - 2nd Place \$3,500**

- Locally sourced, fresh, plant-based foods to Sonoma County schools, providing equitable choices for students, improves nutrition, and reduces the carbon footprint associated with the food system
- Significant CO2 emissions and water savings related to locally sourced non-meat products
  - Although emissions data reflects global benefits and some regional examples, it was not specifically local to Sonoma County, where food system facts for the area about meat products impacts were not provided.
  - Thousands of liters of water saved per day in general, but not specific to the region and project.
- Energy use reduction present in plant-based food cultivation compared to animal based
- Social Equity for plant-based diets to students on this particular diet regiment
- Utilize locally produced, sustainably farmed ingredients products
- Long term goal to use electric van/fleet for daily deliveries

While it was difficult to select only two submissions, the ideas/pitches delivered by the award recipients stood out for their direct ties to SCP’s grant requirements, as well as the unique selling propositions presented to the panel. As we continue to refine the Grant process and fund delivery criteria over time, we are pleased to

see students striving to make sustainable choices in their business plans and SCP is happy to provide assistance to these local entrepreneurs to achieve their goals.

**Fiscal Impact:**

This Grant reflects a \$50,000 (\$40,000 to the growing endowment and \$10,000 to the winners) budgetary expenditure from the Customer Service Department for the Fiscal Year 2019/2020.



## Staff Report - Item 08

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**To: Sonoma Clean Power Authority Board of Directors**

**From: Michael Koszalka, Chief Operations Officer  
Ryan Tracey, Energy Analyst**

**Issue: Receive Update on Impacts of COVID-19 to SCP**

**Date: July 2, 2020**

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### **Requested Board Action:**

Receive Update on Impacts of COVID-19 to SCP.

### **SCP Response to COVID-19**

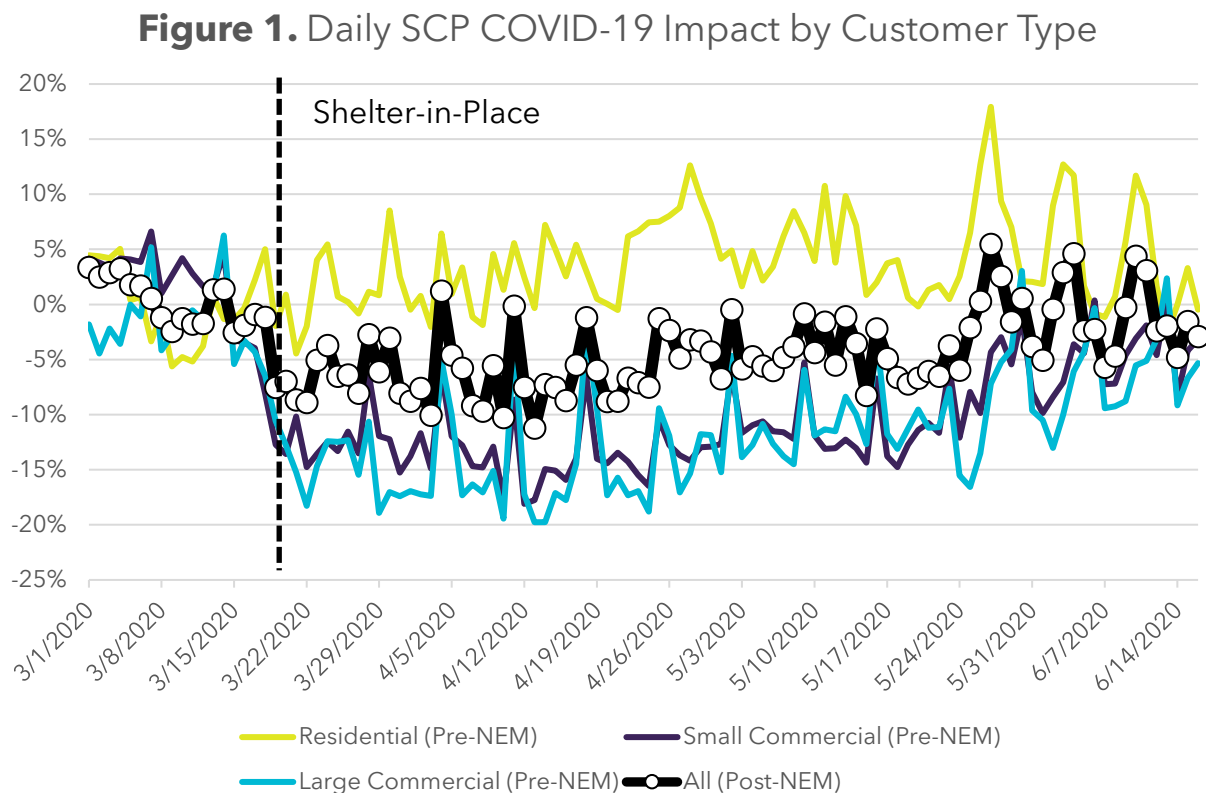
This is staff's regular update the Board on the impacts of COVID-19 on SCP's operations.

- SCP has completed a Phase 2 Office Re-opening Plan following guidelines from several agencies including CDC, OSHA, State and County health officials. However, we do not yet have a date that we can start re-opening the office.

### **SCP Load Impact from COVID-19**

The impact of COVID-19 shelter-in-Place on SCP's load is much more dynamic than described in previous staff reports. Increased air conditioning load and the opening of new commercial sectors both increased the magnitude of energy usage and the sensitivity of COVID's impact to weather conditions. Whereas usage was stably tracking 5% below pre-COVID-19 conditions in mid-May, usage in the last two weeks of available data (6/2-6/16) averaged only 1% below pre-COVID conditions. Usage in the last two weeks ranged from 6% below pre-COVID conditions on cool days to 5% above pre-COVID conditions during heat waves. Figure 1 below shows the trend in daily usage data by customer type since the beginning of March. Although recent data is noisy, commercial usage clearly increased in response to the lifting of shelter-in-place. Commercial usage in the last two weeks averages 6% below pre-COVID

compared to an impact nearly double that at the beginning of the shelter-in-place order. During the same two weeks, residential usage tracked 5% above what was forecast pre-COVID.



## Impacts on Revenues and Power Costs

An estimate of revenue from power sales indicates COVID-19, weather, and adoption of new B rates will push revenue 10% below budget for May. Increased commercial activity, coupled with warm weather and less sensitivity to new rates is expected to narrow this gap significantly in June. With data through June 21, monthly revenue is projected to be only 4% below budget.

Although day-ahead load costs in CAISO continue to be low during shelter-in-place, SCP does not anticipate significant savings in average unit procurement cost. This is because most of our load is either hedged or contracted at a fixed price. However, SCP will realize some savings from the reduced volume, along with smaller obligations for RPS and carbon-free energy.





## **Staff Report - Item 09**

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**To: Sonoma Clean Power Authority Board of Directors**

**From: Carolyn Glanton, Programs Manager**

**Issue: Delegate Authority to the CEO or his Designee to Negotiate, Execute, and Amend a Professional Services Agreement with TerraVerde Energy, LLC with a Not-to-Exceed amount of \$500,000 to Analyze Battery Storage Systems at Public Education Facilities**

**Date: July 2, 2020**

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### **Requested Board Action:**

- Authorize the Chief Executive Officer ("CEO") or his designee to negotiate, execute, and amend a Professional Services Agreement ("PSA") with TerraVerde Energy, LLC ("TerraVerde Energy") with a not-to-exceed amount of \$500,000 using SCP's standard form PSA with the attached scope of work (Exhibit A), and budget (Exhibit B).
- The scope of work is to analyze adding energy storage to public education facilities with existing solar. The contract term is for one year. The CEO or his designee may amend the agreement and increase the not-to-exceed budget by up to \$50,000, if needed.

### **Background:**

At the encouragement of the Board of Directors to engage with SCP's member agencies on solar and resiliency topics, Staff in July 2019 issued a Request for Qualifications ("RFQ") for Consultant Services for Technical Analysis of Municipal Solar and Energy Storage. The RFQ sought qualified consultants to conduct a technical analysis of existing solar facilities owned by our member municipalities to maximize their value, determine feasibility of adding battery energy storage systems,

and identify the requirements and cost to disconnect from the grid during emergency events.

The RFQ drew considerable interest, with seventeen (17) respondents submitting a Statement of Qualifications ("SOQ"). Staff reviewed the SOQs and invited three firms for in-person interviews, selecting TerraVerde Energy to finalize a scope of work and enter into contract negotiations. SCP entered into a contract with TerraVerde on January 30, 2020.

While Staff continues to work with TerraVerde Energy on evaluating the feasibility at municipally-owned solar facilities, Staff began to explore the option of conducting a similar analysis for school districts, as many serve as emergency centers and many have existing solar system.

### **Discussion:**

Under the attached scope of work, SCP and TerraVerde Energy plan to conduct a technical and feasibility analysis of existing school-owned solar facilities to:

- determine optimal equipment sizing & operating schedules for the batteries,
- determine the necessary components and potential costs that will be required for these systems to provide backup power support during grid outages,
- assess optimal tariffs to maximize the value of the solar PV + battery energy storage systems,
- evaluate & describe available incentives and funding sources including the Self-Generation Incentive Program (SGIP),
- evaluate costs & benefits to the Districts of adding battery energy storage to existing solar PV systems,
- evaluate the resiliency benefits of a solar + battery system,
  - Scenario 1: Resources sized for optimal economic performance
  - Scenario 2: Resources sized to support 25% of total facility load for a 2-day PSPS event
- analyze the feasibility for participation in the California Independent System Operator (CAISO) markets and provide ancillary grid services through SCP's GridSavvy program. Determine and describe the markets available for participation and ways to participate through GridSavvy, and
- analyze and recommend an appropriate incentive amount and structure for SCP.

TerraVerde Energy will deliver a report to each participating School District that describes the financial benefits, infrastructure implications, and considerations of coupling their existing solar system with added energy storage, and identifies all the potential funding sources to install an energy storage system available to schools.

Staff's request is that the Board delegate authority to the CEO or his designee to negotiate and execute a professional services agreement with TerraVerde using the attached Scope of Services (Exhibit A) and Budget (Exhibit B).

### **Fiscal Impact:**

The aggregate not-to-exceed amount under this time and materials agreement is \$500,000. The project will reach out to all 52 school districts within SCP territory, and up to 20 districts and 50 sites will be analyzed for the addition of a battery energy storage system due to factors such as location, infrastructure, usability, and costs. This agreement will be funded from the FY20-21 Programs Budget, under the "Distributed Energy Resources" category. Staff anticipates the work to be completed in 2021 before the end of the current fiscal year.

### **Community Advisory Committee Review:**

The Community Advisory Committee unanimously recommended the Board delegate authority at their June 24, 2020 meeting.

### **Attachments:**

- Attachment A - Scope of Services for Professional Services Agreement with TerraVerde Energy, LLC for School Solar + Storage Technical Analysis

[Attachments for this item can be accessed through this link or by request from the Clerk of the Board](#)

- Attachment B - Budget for Professional Services Agreement with TerraVerde Energy, LLC for School Solar + Storage Technical Analysis

[Attachments for this item can be accessed through this link or by request from the Clerk of the Board](#)

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## **Staff Report - Item 10**

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**To:** Sonoma Clean Power Authority Board of Directors

**From:** Patrick Slayter, Chair  
Melanie Bagby, Vice Chair

**Issue:** Consideration of Agency Statement Regarding Racial Equity and Social, Economic, and Environmental Inequality

**Date:** July 2, 2020

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**There are no written materials provided by staff for this item.**

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**Staff Report - Item 11**

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**To: Sonoma Clean Power Authority Board of Directors**

**From: Harriet Steiner, Special Counsel**

**Issue: Public Employee Performance Evaluation - Chief Executive Officer  
(Gov't Code Section 54957)**

**Date: July 2, 2020**

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**There are no written materials for this item.**

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**Staff Report - Item 12**

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**To: Sonoma Clean Power Authority Board of Directors**

**From: Harriet Steiner, Special Counsel**

**Issue: Public Employee Labor Negotiations - Chief Executive Officer Position. Authority negotiators: Chair, Pat Slayter, Vice Chair, Melanie Bagby and Special Counsel, Harriet Steiner (Govt. Code Section 54957.6)**

**Date: July 2, 2020**

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**There are no written materials for this item.**