



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

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

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

CONSISTENT WITH THE PROVISIONS OF AB 361, MEMBERS OF THE BOARD OF DIRECTORS WILL PARTICIPATE IN THE DECEMBER 2, 2021 MEETING BY TELECONFERENCE. IN-PERSON PARTICIPATION BY THE PUBLIC WILL NOT BE PERMITTED AND NO PHYSICAL LOCATION FROM WHICH THE PUBLIC MAY ATTEND THE MEETING WILL BE AVAILABLE. REMOTE PUBLIC PARTICIPATION DETAILS ARE LISTED BELOW.

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

- Webinar link: <https://us06web.zoom.us/j/89621385268>
- Telephone number: 1 (720) 707-2699
 - Meeting ID: 896 2138 5268

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

How to Submit Public Comment During the Teleconference Meeting:

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

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

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

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

CALL TO ORDER

BOARD OF DIRECTORS CONSENT CALENDAR

1. Approve November 4, 2021 Draft Board of Directors Meeting Minutes (Staff Recommendation: Approve) - pg. 5
2. Authorize Extension of SCP Resolution 2021-05 Permitting Remote Teleconference Meetings of the Board of Directors and Community Advisory Committee Pursuant to AB 361 (Staff Recommendation: Approve) - pg. 9
3. Adopt Resolution Setting a Date, Hour and Place for Regular Meetings and Approve Board of Directors Meeting Dates for 2022 Calendar Year (Staff Recommendation: Approve) - pg. 13

BOARD OF DIRECTORS REGULAR CALENDAR

4. Receive Nominations and Appoint Community Advisory Committee (CAC) Member(s) for the Term Beginning January 1, 2022 (Staff Recommendation: Approve) - pg. 19
5. Receive Internal Operations and Monthly Financial Report and Provide Direction as Appropriate (Staff Recommendation: Receive and File) - pg. 23
6. Receive Legislative and Regulatory Updates and Provide Direction as Appropriate (Staff Recommendation: Receive and File) - pg. 39
7. Delegate Authority to the Chief Executive Officer or Designee to Execute a Professional Services Agreement with Nexo Advertising, LLC in the Amount Not-To-Exceed \$375,000 to Provide Sonoma Clean Power with Multi-Cultural Agency Services Through June 30, 2024 (Staff Recommendation: Approve) - pg. 43
8. Continuation of Update on Empower (SCP's Community Engagement, Education, and Outreach) (Staff Recommendation: Receive & File) - pg. 59

BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

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

CLOSED SESSION

9. Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case - pg. 75

ADJOURN

COMMONLY USED ACRONYMS AND TERMS

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

Page intentionally left blank for double-sided printing



**DRAFT MEETING MINUTES
BOARD OF DIRECTORS MEETING
THURSDAY, NOVEMBER 4, 2021
8:45 A.M.**

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

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

CONSISTENT WITH THE PROVISIONS OF AB 361 WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT, MEMBERS OF THE BOARD OF DIRECTORS PARTICIPATED IN THE NOVEMBER 4, 2021 MEETING BY TELECONFERENCE.

CALL TO ORDER

Chair Bagby called the meeting to order at approximately 8:51 am.

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

Staff present: Geof Syphers, Chief Executive Officer; Michael Koszalka, Chief Operating Officer; Stephanie Reynolds, Director of Internal Operations; Neal Reardon, Director of Regulatory Affairs; Rebecca Simonson, Director of Programs; Chad Asay, Director of the Advanced Energy Center; Carolyn Glanton, Programs Manager; Brytann Busick, Events Manager; and Joshua Nelson, Special Counsel.

BOARD OF DIRECTORS CONSENT CALENDAR

1. Approve October 7, 2021 Draft Board of Directors Meeting Minutes
2. Delegate Authority to the CEO to Execute an Amendment to the Agreement with Olivine Inc. to Support the GridSavvy Community for an Amount Not-to-Exceed \$1,086,000 (\$686,000 in Program Management Fees and \$400,000 in Escrow Account Funds) Through March 31, 2022
3. Authorize Extension of SCP Resolution 2021-05 Permitting Remote Teleconference Meetings of the Board of Directors and Community Advisory Committee Pursuant to AB 361

Public Comment: None

Motion to Approve the November 4, 2021 Board of Directors Consent Calendar by Director Rogers

Second: Director Elward

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

BOARD OF DIRECTORS REGULAR CALENDAR

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

Stephanie Reynolds, Director of Internal Operations reported on the recruitment effort to fill Community Advisory Committee vacancies. Seventeen applications were received and reviewed by the Board-appointed ad hoc committee and interviews of final candidates will begin soon.

Chad Asay, Director of the Advanced Energy Center, announced that The Advanced Energy Center and 0% interest On-Bill Financing program are gaining recognition among other CCA's statewide. He provided other updates including CEC grant goals and progress, webinar successes, and recent and upcoming events. Finally, he introduced Brytann Busick who was recently hired as Events Manager.

Geof Syphers, Chief Executive Officer, provided progress updates regarding the Geothermal Opportunity Zone initiative that launched in October. Staff presented to the Lake County Board of Supervisors, representatives from County of Sonoma, and will be presenting to Mendocino County officials in early December.

CEO Syphers concluded with a brief financial report including anticipated increased energy prices.

Public Comment: None

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

Neal Reardon, Director of Regulatory Affairs, started the regulatory report with information regarding the PG&E Erra compliance case that's also described in the written report.

Geof Syphers, Chief Executive Officer, gave a very brief report and stated that the legislature is not in session, however there are ongoing discussions among CalCCA and planning for 2022, including the future of SB 612 and the idea of a central procurement entity. Staff is also monitoring the federal infrastructure bills.

Vice Chair King congratulated Director Reardon and staff for their efforts on

the ERRA compliance case and the joint settlement which will positively impact SCP's customers if approved. He asked how customer bills will show the credits and Director Reardon stated that the generation and distribution rates portion of the bill will be lower. He asked additional questions about the sanctions against PG&E.

Director Slayter asked if there has been any news about the CPUC Chair's upcoming vacancy. CEO Syphers said there likely will not be any concrete information available until Governor Newsom announces the replacement.

Director Fudge commented on The Utility Reform Network's (TURN) prior work and asked Director Reardon if the current investigations are the types of things they would have found in the past or if they were still as active as they used to be. He replied that the things that are being investigated are the types of things that an engaged, well-staffed, and equipped ratepayer advocate would, which could be TURN or the Public Advocate's Office.

Public Comment: None

BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS

Director Gjerde announced that there are two other carbon-related items on the upcoming December 7th agenda for the Mendocino County Board of Supervisors meeting, in addition to the Geothermal Opportunity Zone item that CEO Syphers mentioned earlier in the meeting.

Director Fudge announced that the Town of Windsor received the Helen Putnam Award for their floating solar array. She also shared a personal announcement that she's been educating her friends and followers on social media about her efforts to green her home, which includes using technologies available through the Advanced Energy Center and the On-Bill Finance option.

Director Peters announced that the City of Fort Bragg, in an effort to help manage the drought conditions, recently added a desalinization unit at the water treatment plant.

Director Rogers thanked staff for their help with City of Santa Rosa's all-electric ordinances and new reach codes which are now final.

Chair Bagby thanked staff for the effective outreach efforts in connecting with the community and working with local business owners.

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

Public Comment:

Marcy Snyder, member of the Grassroots Institute in Mendocino County, commented about her concerns with Net Energy Metering (NEM) 3.0. She also later provided a written comment, below:

"Thank you for the opportunity to make a public comment on non-agenda items.

I encourage and ask that you write and pass a resolution directed to Gov. Newsom and the California Public Utilities Commission for the reasons I stated during my public comments including and including but not limited to the comments I am making in the following paragraph.

I would like to add that school, churches, medical clinics, hospitals, government entities, etc. who have roof-top solar systems will, in addition to their True-up amounts being drastically reduced, will be charged between approximately \$500 and \$1000 per months to transmit the excess power that they produce through the electrical lines to be used elsewhere.

Sincerely,
Marcy Snyder
Grassroots Institute, Climate Crisis Work Group"

At 9:45 a.m. Chair Bagby called for a 5-minute recess and requested that the Board of Directors convene for Closed Session at 9:50 a.m.

CLOSED SESSION

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

At 10:19 a.m., following closed session, Joshua Nelson, Special Counsel for Sonoma Clean Power, returned to announce that there was no information or action to report from the closed session and the Board adjourned the meeting.

ADJOURN

The meeting was adjourned at approximately 10:19 a.m.



Staff Report - Item 02

To: Sonoma Clean Power Authority Board of Directors

From: Geof Syphers, CEO

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

Date: December 2, 2021

Requested Action:

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

Summary of the Item:

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

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

Attachment:

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

RESOLUTION NO. 2021 - 05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

In alphabetical order by jurisdiction



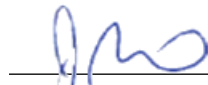
Chair, Sonoma Clean Power Authority

Attest:



Clerk of the Board

APPROVED AS TO FORM:



Special Counsel,
Sonoma Clean Power Authority

Page intentionally left blank for double-sided printing



Staff Report - Item 03

To: Sonoma Clean Power Authority Board of Directors

From: Stephanie Reynolds, Director of Internal Operations

Issue: Adopt Resolution Setting a Date, Hour and Place for Regular Meetings and Approve Board of Directors Meeting Dates for 2022 Calendar Year

Date: December 2, 2021

Recommendation:

Adopt Resolution Setting a Date, Hour and Place for Regular Meetings and Approve Board of Directors Meeting Dates for 2022 Calendar Year

Background:

Section 54954(a) of the California Government Code states that legislative bodies shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. The Board of Directors adopted Resolution No. 2018-03 on December 6, 2018, establishing a time and place for regular meetings of the Board of Directors, which is now out of date (different meeting location).

Discussion:

The attached resolution would repeal the outdated Resolution 2018-03, and instead fix the time of Board meetings at the date, hour and place they are currently being held: the first Thursday of each month at 8:45 a.m., at the new Sonoma Clean Power

Authority Headquarters (431 E St., Santa Rosa CA, 95404). While the resolution fixes the meeting location to the SCP Headquarters, staff anticipates conducting teleconference meetings under [AB 361](#), which suspends certain requirements of the Brown Act due to the COVID-19 pandemic, until local Health Orders and conditions allow for in-person public meetings.

The proposed meeting schedule, also included as an attachment, would largely maintain the regular meeting schedule established by your Board. Like previous years, staff will work with the Chair to consider scheduling a September meeting, if needed.

Attachments:

- Draft Resolution 2021-07 Setting a Time and Place for Regular Meetings
- 2022 SCPA Board of Directors Meeting Schedule

RESOLUTION NO. 2021 - 07

NOT YET ADOPTED

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA CLEAN POWER AUTHORITY SETTING A TIME AND PLACE FOR REGULAR MEETINGS

WHEREAS, section 54954(a) of the California Government Code states that legislative bodies shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings; and

WHEREAS, Section 4.8 of the Third Amended and Restated Joint Powers Agreement Relating to and Creating the Sonoma Clean Power Authority dated October 13, 2016 provides that the date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board of Directors; and

WHEREAS, the Board of Directors did duly pass and adopt Resolution No. 2018-03 on December 6, 2018, which established a time and place for regular meetings of the Board of Directors at the Sonoma Clean Power Authority's previous business address; and

WHEREAS, the Board of Directors now wishes to repeal Resolution No. 2018-03 in order to provide that, beginning in 2022, regular meetings of the Board of Directors will be held on the first Thursday of each month at 8:45 a.m. at the new Sonoma Clean Power Authority Headquarters.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Sonoma Clean Power Authority:

- Section 1. That the foregoing recitals are true and correct and a substantive part of this Resolution.
- Section 2. That Resolution No. 2018-03 is hereby repealed in its entirety.
- Section 3. Commencing in 2022, the date, hour, and place for regular meetings of the Board of Directors as follows:
 - Date & Hour: First Thursday of each month at 8:45 AM.
 - Place: Sonoma Clean Power Headquarters, 431 E Street, Santa Rosa CA, 95404
- Section 4. That the provisions of this Resolution shall become effective upon adoption.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DULY ADOPTED this ___ day of _____, 2021

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

In alphabetical order by jurisdiction

Chair, Sonoma Clean Power Authority

Attest:

Clerk of the Board

APPROVED AS TO FORM:

Special Counsel,
Sonoma Clean Power Authority



**Sonoma Clean Power Authority
Board of Directors
Schedule of Meetings
January - December 2022
8:45 A.M. - Noon**

(The SCPA normally meets on the 1st Thursday of each month)

January 6, 2022

February 3, 2022

March 3, 2022

April 7, 2022

May 5, 2022

June 2, 2022

July 7, 2022

August 4, 2022

September – NO MEETING

October 6, 2022

November 3, 2022

December 1, 2022

Page intentionally left blank for double-sided printing



Staff Report - Item 04

To: Sonoma Clean Power Authority Board of Directors

From: Director Jackie Elward, Director Dan Gjerde, Director Lynda Hopkins, and Director Patrick Slayter (ad hoc committee appointed by the Board)

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

Date: December 2, 2021

Recommendation:

Receive nominations and appoint Community Advisory Committee (CAC) members for a four-year term beginning January 1, 2022.

Background:

Sonoma Clean Power's Third Amended JPA establishes guidelines and terms for the CAC. Under section 4.5.1 of the JPA, the CAC is to consist of a minimum of seven and a maximum of eleven members. Appointees to the CAC serve four-year terms, and the following 4 members have terms ending on December 31, 2021: Joel Chaban, Dick Dowd, Helen Sizemore, and Denis Quinlan; in addition, 3 additional seats are currently vacant due to Karen Baldwin, Shivawn Brady, and Bill Mattinson moving out of the area prior to the completion of their terms (see attached table of current CAC members and terms).

At the March 4, 2021 Board meeting, an ad hoc committee consisting of Directors Elward, Gjerde, Hopkins, and Slayter was appointed to review applications, conduct interviews, and to recommend appointments and/or reappointments by the full Board.

Discussion:

Following the May 6, 2021 Board meeting, the ad hoc committee met with staff to review the recruitment timeline, process and solicitation materials. The recruitment went live on May 21st, 2021, with an application deadline of October 1st, 2021. The ad hoc committee then interviewed applicants prior to making their recommendations.

The ad hoc committee will make their recommendations in the meeting and a list of recommended applicants will be provided to the Board at that time.

Attachments:

- Community Advisory Committee 2021 Members and Terms



Community Advisory
Committee 2021
Members and Terms

NAME	SIGNED OATH	TERM	TERM ENDS
1. Dick Dowd	September 29, 2014	4-year term	End of 2021
2. Bill Mattinson VACANT	October 17, 2013	4-year term	End of 2023
3. Karen Baldwin, VICE CHAIR VACANT	January 16, 2018	4-year term	End of 2021
4. Shivawn Brady VACANT	February 20, 2020	4-year term	End of 2023
5. Joel Chaban	January 16, 2018	4-year term	End of 2021
6. Anita Fenichel	February 16, 2016	4-year term	End of 2023
7. Mike Nicholls, CHAIR	February 16, 2016	4-year term	End of 2023
8. Patricia Morris	January 23, 2020	4-year term	End of 2023
9. Helen Sizemore	January 16, 2018	4-year term	End of 2021
10. Denis Quinlan	January 16, 2018	4-year term	End of 2021
11. Ken Wells	December 16, 2015	4-year term	End of 2023

Page intentionally left blank for double-sided printing



Staff Report - Item 05

To: Sonoma Clean Power Authority Board of Directors

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

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

Date: December 2, 2021

CURRENT PARTICIPATION RATES (11/08/2021)

The participation numbers below are current as of November 8, 2021. In November of 2020, our participation rate was 87% of eligible customers, with 227,191 participating customers. This reflects a total increase of almost 2,000 customers over the past year.

Meters and Participation by TOT

COUNTY	Eligible	SCP	% Part.	% Opt Out
<input type="checkbox"/> MENDOCINO	38,575	30,800	79.8%	20.2%
FORT BRAGG INC	4,036	3,346	82.9%	17.1%
POINT ARENA INC	347	296	85.3%	14.7%
UNINC MENDOCINO CO	31,439	24,954	79.4%	20.6%
WILLITS INC	2,753	2,204	80.1%	19.9%
<input type="checkbox"/> SONOMA	225,074	198,378	88.1%	11.9%
CLOVERDALE INC	3,893	3,243	83.3%	16.7%
COTATI INC	3,869	3,504	90.6%	9.4%
PETALUMA INC	27,003	24,032	89.0%	11.0%
ROHNERT PARK INC	18,982	16,886	89.0%	11.0%
SANTA ROSA INC	76,823	68,143	88.7%	11.3%
SEBASTOPOL INC	4,432	4,032	91.0%	9.0%
SONOMA INC	6,467	5,659	87.5%	12.5%
UNINC SONOMA CO	73,630	64,124	87.1%	12.9%
WINDSOR INC	9,975	8,755	87.8%	12.2%
Total	263,649	229,178	86.9%	13.1%

MARKETING UPDATE

HOLIDAY PROGRAMS

Sonoma Clean Power is benefiting those in need and spreading cheer throughout our communities this holiday season. We are communicating these efforts through a combination of print, social, web and electronic billboard advertising.

Fighting Food Insecurity

- Food & Fund Drives to benefit Sonoma & Mendocino County food banks
- Drive Up Donation Station @ Redwood Empire Food Bank
December 10th 11 AM - 2 PM
- Redwood Empire Food Bank barrels at the Advanced Energy Center and Sonoma Clean Power Headquarters
- Donations to food banks in Sonoma & Mendocino counties

Helping Those Less Fortunate

- Sonoma County
 - Secret Santa/Angel Tree Program
 - KZST Adopt a Letter
- Mendocino County
 - Ukiah Valley Christmas Effort

Spreading Cheer

- Sponsor, Lighting the Sonoma Plaza, 11/20/21
- Sponsor, Santa Rosa Metro Chamber of Commerce's Winter Lights Celebration at Courthouse Square
 - Ice Skating Rink 11/19/21 - 1/5/22
 - Tree Lighting 11/26/21
- Sponsor, Ukiah Valley Christmas Effort
- Presenting Sponsor, Winter Ice Shows - Snoopy's Home Ice
(3) Twenty Minute Shows 12/18/21

Visit our website for updates and ways to participate!

ADVANCED ENERGY REBUILD (AER)

In late 2017, following devastating local wildfires, SCP partnered with the Bay Area Air Quality Management District (BAAQMD) and Pacific Gas and Electric Company (PG&E) to help those who lost homes rebuild them more efficiently and resiliently. In February 2018, the Board of Directors approved up to \$6 million in incentive funding for the resulting Advanced Energy Rebuild program. Then in November 2019, the Board approved the shift of \$2 million of these incentives to Advanced Energy Build, a program aimed at the broader new construction market.

Over 387 homes enrolled for Advanced Energy Rebuild, with 297 having completed the program to date. Of the total enrolled, there are 261 single-family homes, 96 multi-family units, and 30 accessory dwelling units (ADU). AER homes perform 25% better than code and 30% are all-electric. In total, these homes are expected to add 620 kW in solar PV and 580 kWh in battery storage capacity.

After initially establishing a project completion deadline of November 15, 2021, PG&E recently agreed to support all enrolled projects through November 15, 2022. BAAQMD will fund their portion of close-out incentives through December 31, 2021, per terms of our related grant, after which SCP will fund their portion. In addition, SCP expects to cover about \$80,000 in previously-paid BAAQMD enrollment incentives on incomplete projects. SCP will support all enrolled projects through November 15, 2022, after which no additional projects will be accepted for completion.

To date, combined incentives paid by all partners totals \$3,172,400. This includes \$1,658,480 from SCP, \$934,845 from PG&E, and \$579,075 from BAAQMD. Staff estimates \$534,000 in remaining incentives are outstanding, with \$354,000 expected to be covered by SCP through 2022. At program completion, staff expects SCP to have provided just over \$2M in incentives to Advanced Energy Rebuild customers. The table below shows SCP incentives paid to date, along with expected spend through 2022.

Year	SCP Incentives
2018	\$191,340
2019	\$450,375
2020	\$646,700
2021 (to date)	\$370,065
2022 (expected)	\$354,000
Total (est.)	\$2,012,480

CC POWER UPDATE

The joint procurement entity CCAs around California formed called “CC Power” has been busy working to finalize the Long-Duration Storage procurement process begun a little over one year ago. CC Power also released a solicitation for baseload renewable power sources and recently concluded a process to explore standardizing procurement project requirements.

In the meeting on November 10, the CC Power board voted to pass a resolution requiring that member CCAs conduct any procurement through CC Power in a manner that is consistent with policies and practices of each member’s governing board’s policies and practices. In other words, any procurement through CC Power must now conform to the rules of the CCAs doing the procurement. This decision was made in response to early concerns flagged by labor that procurement through CC Power could circumvent the policies of a local CCA, which they had worked hard to get in place. After that input, CC Power also received input from other labor, climate and environmental justice advocates.

Nine months ago, CC Power agreed to explore creating procurement policies for CC Power to resolve this concern. But through discussions with the joint procurement entities of the California municipal utilities, review of the IOU procurement policies, and discussions among the staff of the members to CC Power, it eventually became clear that to constrain CC Power’s procurement into a fixed standard policy would limit each member CCA’s ability to adjust and control their own procurement as they seek to make advances or adapt to new conditions. Additionally, it would have placed the CEO of Sonoma Clean Power (and the staff of other CCAs) in the position of voting on a policy that would have overridden any current or future policy of SCP’s governing board.

The end result is that any plan, policy or practice adopted by SCP’s governing board must continue to be followed for any SCP procurement whether that procurement is done independently or through CC Power. Any deviation from such requirements would have to be authorized by SCP’s governing board, as was the case prior to the existence of CC Power.

But while the original concern has been addressed, the result was nevertheless a disappointment for advocates of labor, climate and environmental justice, perhaps in part because it would have been simpler for them to achieve a single set of policies that governed all CCA procurement.

In response to this process, SCP’s CEO is encouraging two things: (a) public notice and disclosure of the project requirements for the next CC Power request for offers to ensure transparency of the process, and (b) improved centralization of CCA

information through more standardized web resources to allow statewide groups to more quickly find and access individual CCA information.

SIGNIFICANT 2022 AND 2023 FINANCIAL UPDATE

With the recent release of PG&E's November estimates for their 2022 exit fees on SCP's customers (the "PCIA") and PG&E's estimated 2022 generation rates, a fairly major financial event is now forecast by SCP staff. Because of the much higher-than-expected energy market prices in 2021, PG&E has over-collected the PCIA this year and estimates a much lower PCIA in 2022. Currently, staff expect the total PCIA to drop by about \$70 million in 2022 for SCP customers alone – a major drop. That's the good news.

The bad news is that it is reasonably likely to see the PCIA rise by almost as much as this drop in 2023. That 'whiplash' event could occur if energy market prices start to fall in 2022, causing PG&E to do three things in 2023: (a) recover any under-collection of the PCIA from 2022, (b) increase the basis for the 2023 PCIA because of lower forecast market prices in 2023, and (c) lower PG&E's generation charges in 2023. All three of those factors would squeeze SCP's ability to cover energy expenses again.

Staff will return in January with a detailed plan to address this forecast along with more details we will have by that meeting. But at this time, staff anticipate working to build substantial cash reserves in 2022 with a plan to return a substantial fraction of the new reserves to ratepayers in 2023 to smooth out the costs of energy bills for customers.

MONTHLY COMPILED FINANCIAL STATEMENTS

The year-to-date change in net position is slightly worse than projections due primarily to greater than expected cost of energy. Revenue from electricity sales is approximately 2% less than budget projections, and cost of energy is more than expectations by approximately 10%. Year-to-date electricity sales reached \$50,470,000.

SCP maintains a balanced portfolio by procuring electricity from multiple sources. Net position reached a positive \$95,051,000, which indicates healthy growth as SCP continues to make progress towards its financial goals. In addition to Net Position, SCP maintains an Operating Account Fund of \$26,000,000 at the end of the period. Approximately \$72,361,000 is set aside for reserves (Operating Reserve: \$59,280,000; Program Reserve: \$10,855,000; and Collateral Reserve: \$2,231,000).

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

BUDGETARY COMPARISON SCHEDULE

The accompanying budgetary comparison includes the 2021/22 budget approved by the Board of Directors in June 2022.

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

Revenue from electricity sales to customers is below target with the budget by approximately 2% at the end of the reporting period.

The cost of electricity is more than the budget-to-date by approximately 10%. Variation in this account is typically due to fluctuating market cost of energy on open position purchases.

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

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

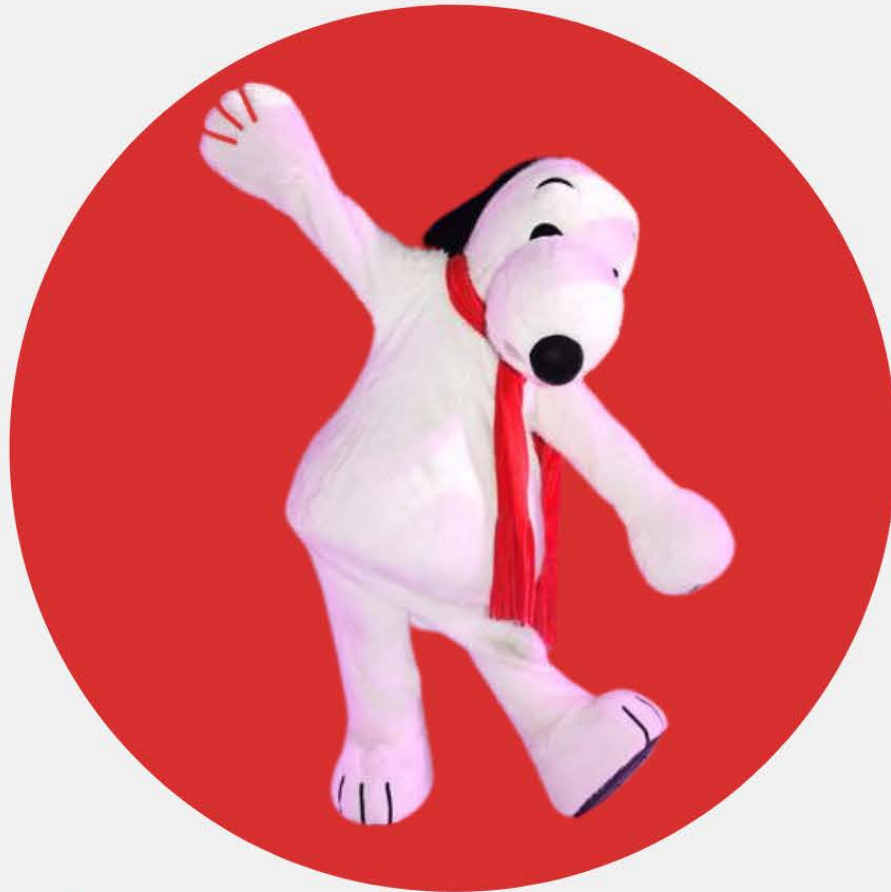
ATTACHMENTS

- Snoopy's Holiday Ice Skating Show (flier)
- September Financials

UPCOMING MEETINGS

- Community Advisory Committee - December 16, 2021
- Board of Directors - TBD

HOLIDAY ICE SKATING SHOW



SNOOPY'S HOME ICE
REDWOOD EMPIRE ICE ARENA

Saturday December 18th
at 3:45pm, 5pm & 6:30pm

Sponsored by



**Sonoma
Clean Power**



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

Management is responsible for the accompanying special purpose statement of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended September 30, 2021, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

Maher Accountancy

San Rafael, CA
November 1, 2021

**SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
Three Months Ended September 30, 2021**

	2021/22 YTD Budget	2021/22 YTD Actual	2021/22 YTD Budget Variance (Under) Over	2021/22 YTD Actual / Budget %	2021/22 Budget Remaining
REVENUE AND OTHER SOURCES:					
Electricity (net of allowance) *	\$ 50,965,154	\$ 49,942,877	\$ (1,022,277)	98%	\$ 129,334,123
Evergreen Premium (net of allowance)	464,044	527,356	63,312	114%	1,546,644
Inflow from Operating Account Fund Reserves	-	-	-	0%	1,353,000
CEC Grant	516,250	260,585	(255,665)	50%	1,804,415
BAAQMD grant	12,500	41,500	29,000	332%	8,500
Interest income	210,000	65,363	(144,637)	31%	774,637
Revenue - Liquidated damages	-	150,672	150,672	-	(150,672)
Total revenue and other sources	52,167,948	50,988,353	(1,179,595)	98%	134,670,647
EXPENDITURES AND OTHER USES:					
CURRENT EXPENDITURES					
Cost of energy and scheduling	46,647,325	51,119,433	4,472,108	110%	108,316,567
Data management	799,193	794,814	(4,379)	99%	2,403,186
Service fees- PG&E	242,929	242,428	(501)	100%	730,572
Personnel	1,550,000	1,212,371	(337,629)	78%	4,987,629
Outreach and communications	337,500	260,359	(77,141)	77%	1,089,641
Customer service	90,750	125,415	34,665	138%	237,585
General and administration	285,000	231,024	(53,976)	81%	908,976
Legal	102,500	56,902	(45,598)	56%	353,098
Regulatory and compliance	107,500	35,940	(71,560)	33%	394,060
Accounting	61,250	46,500	(14,750)	76%	198,500
Legislative	30,000	-	(30,000)	0%	120,000
Other consultants	56,250	92,807	36,557	165%	132,193
Industry memberships and dues	134,000	119,296	(14,704)	89%	416,704
Program implementation	1,410,000	399,640	(1,010,360)	28%	5,240,360
Program - CEC grant	1,000,000	254,450	(745,550)	25%	3,745,550
Total current expenditures	52,854,197	54,991,379	2,137,182	104%	129,274,621
OTHER USES					
Capital outlay	348,250	511,636	163,386	147%	881,364
Total Expenditures, Other Uses and Debt Service	53,202,447	55,503,015	2,300,568	104%	130,155,985
Net increase (decrease) in available fund balance	\$ (1,034,499)	\$ (4,514,662)	\$ (3,480,163)		\$ 4,514,662

* Represents sales of approximately 561,000 MWh for 2021/22 YTD actual.

	Current Balance	% of Long-Term Term Target	Long-Term Target Balance
RESERVES			
Operating Cash Reserve	\$ 59,280,000	64%	\$ 92,133,000
Program Cash Reserve	10,855,000	59%	18,426,600
Collateral Cash Reserve	2,231,000	14%	15,943,600
	\$ 72,366,000	57%	\$ 126,503,200

SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
Three Months Ended September 30, 2021

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$ (4,514,662)
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:	
Subtract depreciation expense	(339,239)
Add back capital asset acquisitions	528,586
Add back certain program expenses recognized for budget purposes only	<u>(312,000)</u>
Change in net position	<u><u>\$ (4,637,315)</u></u>



ACCOUNTANTS' COMPILATION REPORT

Management
Sonoma Clean Power Authority

Management is responsible for the accompanying financial statements of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the statement of net position as of September 30, 2021, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

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

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

Maher Accountancy

San Rafael, CA
November 1, 2021

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF NET POSITION

As of September 30, 2021

ASSETS

Current assets

Cash and cash equivalents	\$ 47,769,301
Accounts receivable, net of allowance	21,719,331
Other receivables	2,803,115
Accrued revenue	8,841,588
Prepaid expenses	1,308,500
Deposits	4,092,916
Total current assets	86,534,751

Noncurrent assets

Unrestricted cash in Rate Stabilization Fund	26,000,000
Deposits	6,160,922
Land	860,520
Capital assets, net of depreciation	19,230,607
Total noncurrent assets	52,252,049
Total assets	138,786,800

LIABILITIES

Current liabilities

Accrued cost of electricity	13,768,865
Accounts payable	1,383,452
Other accrued liabilities	1,968,963
User taxes and energy surcharges due to other governments	614,622
Total current liabilities	17,735,902

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	26,000,000
-------------------------	------------

NET POSITION

Investment in capital assets	20,091,127
Unrestricted	74,959,771
Total net position	\$ 95,050,898

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Three Months Ended September 30, 2021

OPERATING REVENUES

Electricity sales, net	\$ 49,942,877
Evergreen electricity premium	527,356
Grant revenue	302,085
Liquidated damages	150,672
Total operating revenues	<u>50,922,990</u>

OPERATING EXPENSES

Cost of electricity	51,119,433
Contract services	2,101,655
Staff compensation	1,212,371
General and administration	425,270
Program rebates and incentives	427,700
Depreciation	339,239
Total operating expenses	<u>55,625,668</u>
Operating income (loss)	<u>(4,702,678)</u>

NONOPERATING REVENUES (EXPENSES)

Interest income	<u>65,363</u>
Nonoperating revenues (expenses), net	<u>65,363</u>

CHANGE IN NET POSITION

	(4,637,315)
Net position at beginning of period	<u>99,688,213</u>
Net position at end of period	<u><u>\$ 95,050,898</u></u>

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS Three Months Ended September 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 48,315,986
Other operating receipts	626,913
Payments to electricity suppliers	(52,327,734)
Payments for other goods and services	(2,968,437)
Payments for staff compensation	(1,323,042)
Tax and surcharge payments to other governments	(558,445)
Payments for program rebates and incentives	<u>(385,222)</u>
Net cash provided (used) by operating activities	<u>(8,619,981)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(2,771,561)</u>
------------------------------------	--------------------

CASH FLOWS FROM INVESTING ACTIVITIES

Interest income received	<u>64,477</u>
Net cash provided (used) by investing activities	<u>64,477</u>

Net change in cash and cash equivalents	(11,327,065)
Cash and cash equivalents at beginning of year	<u>85,096,366</u>
Cash and cash equivalents at end of period	<u><u>\$ 73,769,301</u></u>

Reconciliation to the Statement of Net Position

Unrestricted cash and cash equivalents (current)	\$ 47,769,301
Unrestricted cash and cash equivalents (noncurrent)	<u>26,000,000</u>
Cash and cash equivalents	<u><u>\$ 73,769,301</u></u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
Three Months Ended September 30, 2021

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

Operating income (loss)	\$ (4,702,678)
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	339,239
Revenue adjusted for allowance for uncollectible accounts	1,030,003
(Increase) decrease in:	
Accounts receivable	(3,974,206)
Other receivables	(1,259,271)
Accrued revenue	137,016
Prepaid expenses	(198,158)
Deposits	(300,000)
Increase (decrease) in:	
Accrued cost of electricity	(8,424)
Accounts payable	(396,766)
Accrued liabilities	(607,866)
User taxes due to other governments	94,494
Supplier security deposits	1,226,636
Net cash provided (used) by operating activities	<u><u>\$ (8,619,981)</u></u>



Staff Report - Item 06

To: Sonoma Clean Power Authority Board of Directors

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

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

Date: December 2, 2021

Requested Action:

Receive Legislative and Regulatory Updates and provide direction as appropriate.

Regulatory Update:

Proposed Decision Rebuking PG&E's Management of "100% Solar Choice" Rate

On November 11th, a CPUC judge issued a Proposed Decision granting a petition Sonoma Clean Power filed that would disallow PG&E from subsidizing their Green Tariff Shared Renewable ("GTSR") customers. This subsidy is what allowed PG&E to offer their "100% Solar Choice" tariff at a cheaper rate than PG&E's baseline service, as well as SCP's CleanStart and EverGreen tariffs. If adopted by the Commission, this Proposed Decision would 1) disallow PG&E from enrolling additional customers, 2) require them to procure additional resources to serve the customers already enrolled, and 3) adopt the methodology for calculating GTSR costs proposed by CCA staff.

SB 43 (Wolk, 2013) required the State's three IOUs to offer customer the GTSR: a 100% renewable tariff. PG&E was required to offer up to 207 MW of solar capacity to residential and non-residential customers. However, demand for the tariff remained low. PG&E's participating customers only filled 35 MW of that 207 MW cap. PG&E's interpretation of recent changes to the PCIA methodology resulted in a subsidy to their Green Tariff Shared Renewables customers. This subsidy was so significant that the GTSR tariff was less expensive than regular bundled service. Demand for the tariff

immediately increased, with PG&E enrolling 235 MW by April of 2021. Not only was this 235 MW in excess of the cap, PG&E did not develop new resources to provide energy for the tariff marketed as “100% renewable.”

SCP and other CCAs filed a joint petition to alert the CPUC to this inequity and modify how PG&E calculates the cost to provide a GTSR rate. The assigned judge was very critical of PG&E for continuing to enroll customers beyond the cap, and for failing to construct new resources to serve these customers – the intent of SB 43.

If the judge’s Proposed Decision is adopted by the CPUC, PG&E would have to implement changes within 45 days.

Legislative Update:

Governor Newsom selected Alice Reynolds for the new CPUC President when Marybel Batjer leaves at the end of 2021. Ms. Reynolds has served as the Governor’s lead on such tough energy topics as utility-caused wildfires, PG&E’s bankruptcy and the summer capacity shortage and blackouts. Her experience with energy and climate policy is significant and deep, having advised Governor Brown on those subjects and also working for the EPA and serving as a Deputy Attorney General under Jerry Brown.

On November 15, President Biden signed a \$1.2 trillion infrastructure bill into law, kicking off federal investment into bridges, roads, transit, ports, broadband service, water and energy. It represents the largest investment into buses and trains in the last 50 years, and much of that funding will go toward electrification of transit. Other notable elements include:

- \$7.5 billion for zero and low-emission school and city buses, and ferries
- \$7.5 billion for electric vehicle charging stations
- A \$900 tax rebate for purchasing electric bicycles (up to 30% of the cost)
- A restoration of the geothermal tax credit, which had expired last year
- \$55 billion for water infrastructure projects, including modifications to address climate-caused droughts

On November 10, Governor Newsom announced that California had signed on to the COP 26 Declaration on Zero Emission Vehicles, committing to end the sales of internal combustion vehicles by 2035. Supervisor Lynda Hopkins and Congressman Jared Huffman were the two prominent local elected officials representing our

territory in Glasgow at the global climate summit, and both have reported out with enthusiasm, while noting that the U.S. is falling far behind other nations in our climate actions and policies.

Page intentionally left blank for double-sided printing



Staff Report - Item 07

To: Sonoma Clean Power Authority Board of Directors

From: Kate Kelly, Director of Public Relations and Marketing

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

Date: December 2, 2021

Background

Sonoma Clean Power issued a Request for Qualifications (RFQ) in search of a full service Multi-Cultural advertising agency. SCP's Multi-Cultural Creative Agency will assist SCP's Public Relations and Marketing Department with understanding, reaching and communicating with the Agency's diverse customer base, particularly those who prefer to receive materials and communication in Spanish or other languages.

Discussion

SCP received two responses to the RFQ for a Multi-Cultural Agency. After reviewing and evaluating each response, Sonoma County-based Nexo Advertising LLC agency was selected, as their primary business is providing comprehensive Multi-Cultural marketing and outreach services, particularly for the Spanish-speaking community. Their demonstrated work in this space, along with their proven leadership and connections in our local communities makes them an ideal partner for SCP's day-to-day needs.

Nexo Advertising, LLC will provide a wide variety of creative and video services, translation services, and other marketing needs as requested, including providing reporting, invoicing, and metrics to SCP monthly.

Recommendation

Staff requests that the Board of Directors delegate authority to the Chief Operating Officer or Designee to execute a Professional Services Agreement ("PSA") with Nexo Advertising, LLC to provide Sonoma Clean Power ("SCP") with Multi-Cultural Agency services.

The Professional Services Agreement (Attachment A) will have the scope of work in Exhibit A, with a not-to-exceed budget of \$375,000, over a three-year period.

Community Advisory Committee

This item was presented to the Committee during the November 18, 2021 meeting where it was unanimously recommended that the Board approve the contract agreement.

Fiscal Impact

The proposed contract has a not-to-exceed amount of \$375,000 over a three-year period.

The required funds for the first year of the proposed three-year contract are within the 2021-2022 fiscal year budget and were included in the Marketing budget approved by the Board of Directors.

Attachments

- Attachment A - Draft Professional Services Agreement with Nexo Advertising, LLC and Scope of Services (Exhibit A)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement"), dated as of November 9, 2021 ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and Nexo Advertising LLC ("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 or all of the services as described in Exhibit A.
2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. If SCPA determines that any of Consultant's work is not in accordance with the level of competency and standard of care normally observed by a person practicing in Consultant's profession, SCPA, in its sole discretion, shall have the right to do any or all of the following:
 - a. require Consultant to meet with SCPA to review the quality of Consultant's work and resolve matters of concern;
 - b. require Consultant to repeat the work at no additional charge until the work meets the level of competency and standard of care normally observed by a person in Consultant's profession;
 - c. terminate this Agreement pursuant to Section 6; or
 - d. pursue any and all other remedies at law or in equity.
3. **Payment:** Consultant shall submit one invoice for each calendar month in which services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
 - a. Date;
 - b. Detailed description of work performed, and person(s) involved; and
 - c. Time spent in 1/2-hour increments.

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

- a. 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 Three Hundred Seventy-Five Thousand Dollars (\$375,000). 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, 2024, unless terminated pursuant to Section 6 or

AGREEMENT FOR PROFESSIONAL SERVICES

amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after June 30, 2022 is subject to approval by SCPA's Board of Directors of a budget 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.
- 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.

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.

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.

AGREEMENT FOR PROFESSIONAL SERVICES

- 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. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. All Policies Requirements.

AGREEMENT FOR PROFESSIONAL SERVICES

- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.
 - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.
 - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is Sonoma Clean Power Authority, Attn: Contract Administration, PO Box 1030, Santa Rosa, CA, 95402.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCPA immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
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

AGREEMENT FOR PROFESSIONAL SERVICES

be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCPA harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.

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

AGREEMENT FOR PROFESSIONAL SERVICES

or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

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: Kate Kelly PO Box 1030 Santa Rosa, CA 95402 [kkelly@sonomacleanpower.org]
----------	--

<i>With Copies to:</i>	Sonoma Clean Power Authority ATTN: Contract Administration PO Box 1030 Santa Rosa, CA 95402 invoices@sonomacleanpower.org
------------------------	---

TO CONSULTANT:	Nexo Advertising LLC ATTN: Hector Velazquez 2455 Bennett Valley Road Santa Rosa, CA 95405 hector@nexoadvertising.net
----------------	--

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

☐ Exhibit C - Non-Disclosure Agreement

☐ Exhibit D – Prevailing Wage Requirements
 - b. Order of Precedence. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 24(a) applies.
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.

AGREEMENT FOR PROFESSIONAL SERVICES

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, 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]

///

///

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: _____

Michael Koszalka
Chief Operating Officer

Date: _____

CONSULTANT

BY: _____

Hector Velazquez
Principal, Nexo Advertising, LLC

DATE: _____

APPROVED AS TO FORM

BY: _____

General Counsel

DATE: _____

Exhibit A
Scope of Services

Community engagement

1. Develop landing pages for each campaign with optional QR code for direct access
2. 6 Live streaming from AEC center
3. Campaign to promote 0% appliance financing on electric bill
4. Establish 6 educational workshops on SCP products & services
5. Reusable tote bags with flyers distributed at Latino owned businesses
 - a. Flyers should include QR code for events, offers, tools, and resources
6. Community events suggestions and outreach
7. Strongly focus and outreach to Mendocino County.

Establish an ongoing informational platform like YouTube Spanish Channel
Reaching first and second-generation Latinos in common areas frequented daily is a must. These are steps to building a communication bridge in a trusted environment. We will coordinate locations in Sonoma and Mendocino Counties with trusted organizations and businesses.

Process

Copyright, art directing and creative director to conceive, develop and produce effective advertising campaigns for Latino segment.
Fully produced audio spots for Radio, In-Store Radio, and social media.
0:30 second bi-lingual short videos to be used for social media, In-Store Digital Signage, AEC Video Walls

SCP Showcase Clips: To be added are short clips (1 min to 1:30) that will convey tips on new technology gadgets, induction cooking, EV charging stations. Partnering with local businesses to be featured along with key community leaders in the clips will build credibility and trust.

Content to be developed for video shoot i.e., power plant generators.

Edit, develop and produce videos to enhance visual effects and final production of commercials. Edit and produce SCP Showcase clips.

1 audio spots per month played every hour in 11 supermarkets and 4 restaurants Latino owned locations for a total of 47,520 times.

25 panels in high foot traffic Latino retail businesses like Lola's Market, Rancho Mendoza, Taqueria Molcajetes and covering the majority of the Roseland area. YOU RECEIVE PER OUTLET: 2,250 impressions in 30 days; 75 impressions daily; total impressions 33,750

RUN TIMES: Impressions Loops every 10 min.; 15 second duration (img, mp4, gif); 15 hrs. daily 7am-10pm

Capture important footage during the course of the year. How did COVID-19 affect SCP? What measures were taken to continue operations? The Advanced Energy Center indeed will be a huge highlight and capturing progress is key. We need to tell a story to support CEO's statement like the wildfires in the 2019 report.

SCP Marketing Plan

Priority Platform to deliver information i.e., social media, Radio, In-Store Radio, Digital Signage, Impulso News (print) and their digital platforms

Access to our new Customer Relationship Management (CRM). View real time progress on projects, access past files, view completed projects, create tasks and view monthly reporting on invoices to track budget usage.

Assets and review report. Focus on target metrics that need immediate attention.

Review customer engagement thru opt-out report

Exhibit B
Budget & Fee Schedule

Fees for the comprehensive media consulting services are paid at the rates below with a not to exceed amount of \$373,500 for 3 years

2021-2024	Total Budget
Consulting \$125/hr 30hrs/mo for 12/mo	\$135,000
Radio Production	\$6,000
1 Min Finished Video \$950 1/mo	\$68,400
Graphic Design	\$30,000
0:30 Second Finished Video \$650 2/mo	\$46,800
Translations	\$30,000
Copyright, video and images	\$7,500
In-Store Radio	\$28,800
Annual Report	\$21,000
Totals	\$373,500

- SCPA a will reimburse consultant for actual cost of media placement
- in addition to actual cost of media placement, SCPA a agrees to pay consultant a Commission (“agency fee”) Per media placement that it costs ranging from 12% to 15%
- all other tasks performed in this category are compensated on a lump sum basis, which may also be based on hourly rates using a not to exceed amount approved by SCPA in writing in advance

Consultant agrees to provide the following services as requested by SCPA in Sonoma in Mendocino counties:

1. Comprehensive multicultural outreach and video and audio bi-lingual development
 - a. Media development, graphic design, voice over, animated clips, and English and Spanish.
 - b. Creative, write, produce, distribute for SCPA videos as requested by SCPA for AEC and general SCPA multicultural outreach.
 - c. Includes advanced energy center marketing needs
 - d. Engage cinema clean power authority across Latino social media platforms

Exhibit B
Budget & Fee Schedule

- e. Research Latino knowledge on renewable energy news and social media
- f. monthly meetings for updates and replicate in Spanish any marketing outreach planned
- g. work with focus group development to promote workshops
- h. work with SCPA staff on landing pages for multicultural outreach and create calendar of events and campaigns

Exhibit C
Non-Disclosure Agreement

- ☐ Included
- ☒ Not Included

Exhibit D
Prevailing Wage Requirements

- ☐ Included
- ☒ Not Included



Staff Report - Item 08

To: Sonoma Clean Power Authority Board of Directors

From: Claudia Sisomphou, Communications Specialist

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

Date: December 2, 2021

Recommendation:

(Continuation of presentation received on October 7, 2021) Receive a presentation on the evolution of Empower, an Agency-wide endeavor to improve the relevance, reach, and impact of SCP's partnerships, community offerings, and education, engagement, and outreach efforts. Provide detailed input on the questions in the Key Questions section.

Background:

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

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

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

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

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

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

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

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

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

1. Building Partnerships (Discussed at the October 7th Board meeting)
2. Customer Education
3. Focus on Equity
4. Engaging Youth

Key Questions:

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

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

Fiscal Impact:

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

As some of SCP existing efforts fall under the umbrella of Empower, other departments may also contribute financially to addressing one or more of the four areas for improvement. For example, existing scholarships, grants, or partnerships that are currently managed and funded by other departments (e.g., Spirit of Entrepreneurship Grant, SWITCH Vehicle Program, 10,000 Degrees Scholarship).

Attachments:

PowerPoint presentation slides.

Empower

Presentation to SCP's Board of Directors
December 2, 2021

1

Overview

- Discussed the vision, background, and purpose of Empower, and the area 'Building Partnerships' last meeting
- Review the remaining three areas for improvement
- Next steps

2

Key questions

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

3

Vision

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

4

Purpose

- More customer engagement will lead to better offerings and services; and vice versa
- Acts as an umbrella for existing efforts and a guide for future efforts
- Gives SCP a way to track progress and measure success
- Will help SCP better meet the needs of customers and the community

5

Areas for improvement

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

6

Building partnerships

Intent

Identifying more opportunities to partner with other local agencies, member-cities and counties, nonprofits, and community groups on initiatives, customer offerings, public forums, events, and more.

7

Building partnerships

Ideas & thoughts from the last Board meeting

- Community inclusion and ownership of a project leads to long-term empowerment and success
- Community engagement is not an activity - it's a spectrum
- Importance of meeting people where they are, and being available for open-ended conversations

8

Customer education

Intent

Going “back to the basics” - Putting common customer misconceptions, questions, and concerns about SCP’s charges, services, and relationship to PG&E at the forefront of SCP’s education and marketing efforts.

9

Customer education

Benefits

- Better-informed customers and community
- Higher participation in services and programs
- Fewer opt-outs and negative misconceptions
- Improved level of community trust

10

Customer education

What this could look like

- Proactively reaching out to groups and workplaces to offer lunch-n-learns and informational workshops
- Providing more casual and frequent opportunities for customers to provide input on annual/biannual SCP efforts
- Working with local social media “Creators/Influencers” to leverage their reach and follower-base

11

Focus on equity

Intent

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

12

Focus on equity

Benefits

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

13

Focus on equity

What this could look like

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

14

Engaging youth

Intent

Inviting youth to be part of SCP's discussions, initiatives, programs, planning, and outreach efforts.

15

Engaging youth

Benefits

- Helping the next generation mitigate and adapt to the impacts of climate change
- Education not only for the students, but for their households as well
- Increases the number of environmentally-conscious professionals and community members
- More opportunities to support a sustainable, local workforce

16

Engaging youth

What this could look like

- Sponsoring local youth climate action groups and energy education programs
- Partnering with schools, colleges, after-school programs, youth camps, local organizations, and libraries
- Supporting programs that focus on local workforce development

17

Recap

Four areas for improvement

1. Building partnerships
 2. Customer education
 3. Focus on equity
 4. Engaging youth
- SCP already has efforts that support Empower
 - Developing and implementing programs and offerings that make sense for our customers and community

18

Related Agency efforts

- Local Resource Plan
- Integrated Resource Plan
- Resource Adequacy
- Programs Equity Framework
- Market research and focus groups
- G.O. 156 - New CPUC requirements on supplier diversity and reporting.
- SCP's 2021 Goals:
 - #2 - Retain customer participation rate of at least 86%
 - #5 - Expand efforts to support diversity, equity, and inclusion (DEI)
 - #6 - Leverage the Advanced Energy Center
 - #7 - Lift up the community

19

Next steps

- Incorporate feedback from BOD, CAC, and the public
- Return to the CAC/BOD with plan for implementation
- Get more input from the CAC, BOD, and the public
- Learn what works and what doesn't as we start to implement

20



Closing thoughts

THANK YOU for your time and participation!

Email us at community@sonomacleanpower.org

Page intentionally left blank for double-sided printing



Staff Report - Item 9

To: Sonoma Clean Power Authority Board of Directors

From: Melanie Bagby, Chair
Dave King, Vice Chair
Josh Nelson, Special Counsel

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

Date: December 2, 2021

There are no written materials for this item.