



**AGENDA  
BOARD OF DIRECTORS MEETING  
THURSDAY, JULY 2, 2026, 9:00 A.M.**

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EXCEPT AS PERMITTED BY GOVERNMENT CODE SECTION 54953.8.3, MEMBERS OF THE BOARD OF DIRECTORS MAY PARTICIPATE IN THE JULY 2, 2026, MEETING AT ANY OF THE LOCATIONS SHOWN BELOW.

**SONOMA CLEAN POWER BUSINESS OFFICE  
431 E STREET  
SANTA ROSA, CA 95404**

MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING AT THE ABOVE PHYSICAL LOCATIONS OR VIEW REMOTELY THROUGH:

Webinar link: <https://us06web.zoom.us/j/88546704126>

Telephone number: 1 (669) 444-9171

Meeting ID: 885 4670 4126

How to Submit Public Comment:

Comments may be provided in person at the physical meeting locations. Comments may be submitted in writing to [meetings@sonomacleanpower.org](mailto:meetings@sonomacleanpower.org). For detailed public comment instructions, [please visit this page](#). Please note that live remote public comment will not be taken unless required by Government Code section 54953.8.3. If required, it will be announced by the Chair. Members of the public should attend in person or provide written comment to ensure they can provide public comment.

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. Written comments may be provided during the meeting.

*DISABLED ACCOMMODATION: If you have a disability which requires an accommodation or an alternative format, please contact the Clerk of the Board at (707) 757-9417, or by email at [meetings@sonomacleanpower.org](mailto:meetings@sonomacleanpower.org) as soon as possible to ensure arrangements for accommodation.*

*For further clarification on any of the items listed please contact (855) 202-2139 and staff will be available to assist.*

*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**

(Any private remote meeting attendance will be noticed or approved at this time)

**BOARD OF DIRECTORS CONSENT CALENDAR**

- 1. Approve June 4, 2026, Draft Board of Directors Meeting Minutes (Staff Recommendation: Approve) **pg. 5**
- 2. Receive Geothermal Opportunity Zone Update (Staff Recommendation: Receive and File) **pg. 9**

**BOARD OF DIRECTORS REGULAR CALENDAR**

- 3. Receive Internal Operations Report and Provide Direction as Appropriate (Staff Recommendation: Receive and File) **pg. 13**
- 4. Receive Monthly Financial Report (Staff Recommendation: Receive and File) **pg. 15**
- 5. Receive Legislative and Regulatory Updates, Approve Legislative Positions, and Provide Direction as Appropriate (Staff Recommendation: Approve) **pg. 27**
- 6. Approve and Delegate Authority to the Chief Executive Officer or His Designee to Execute a Three-Year Agreement with ev.energy for Managed EV Charging Services (Staff Recommendation: Approve) **pg. 31**

**BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS**

(Directors may report on their activities since the last Board meeting, including any reports required by Gov't Code Section 53232.3(d).)

**PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**

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

**ADJOURN**

## COMMONLY USED ACRONYMS AND TERMS

CAC	Community Advisory Committee
CAISO	California Independent Systems Operator – the grid operator
CCA	Community Choice Aggregator – a community-owned public power provider
CEC	California Energy Commission
CleanStart	SCP’s default power service
CPUC	California Public Utilities Commission
DER	Distributed Energy Resource
ERRA	Energy Resource Recovery Account – one of PG&E’s rate cases at the CPUC
EverGreen	SCP’s 100% renewable, 100% local energy service, and the first service in the United States providing renewable power every hour of every day.
Geothermal	A locally available, low-carbon baseload renewable resource
GHG	Greenhouse gas
GRC	General Rate Case – one of PG&E’s rate cases at the CPUC
GridSavvy	GridSavvy Rewards are available to SCP customers for reducing household energy use to help California increase power reliability.
IOU	Investor-Owned Utility - for-profit distribution utilities like PG&E
IRP	Integrated Resource Plan – balancing energy needs with energy resources
JPA	Joint Powers Authority
MW	Megawatt is a unit of power and measures how fast energy is being used or produced at one moment.
MWh	Megawatt-hour is a unit of energy and measures how much energy is used or produced over time.
NEM	Net Energy Metering. NEM is a billing mechanism that credits solar energy system owners for the electricity they add to the grid.
PCIA	Power Charge Indifference Adjustment – a fee charged by PG&E to all electric customers to ensure PG&E can pay for excess power supply contracts that it no longer needs.
RA	Resource Adequacy – a required form of capacity that helps ensure there are sufficient power resources available when needed.
RPS	Renewables Portfolio Standard refers to certain kinds of renewable energy which qualify to meet state requirements, including wind, solar, geothermal.
SCP	Sonoma Clean Power
TOU	Time of Use, used to refer to rates that differ by time of day

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**DRAFT MEETING MINUTES  
BOARD OF DIRECTORS MEETING  
THURSDAY, JUNE 4, 2026  
9:00 A.M.**

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**CALL TO ORDER**

(9:02 a.m. - Video Time Stamp: 00:01:36)

Vice Chair Elward called the meeting to order.

Board Members present: Vice Chair Elward, Directors Laskey, Albin-Smith, Stapp, Carter, Farrar-Rivas, Potter, Haschak, Alternate Director Ford. Chair Barnacle and Director Hopkins were absent.

Staff present: Geof Syphers, Chief Executive Officer; Michael Koszalka, Chief Operating Officer; Garth Salisbury, Chief Financial Officer and Treasurer; Ryan Tracey, Chief Strategy Officer; Stephanie Reynolds, Director of Internal Operations; Rebecca Simonson, Director of Capital Projects & Engineering; Miles Horton, Legislative Policy & Community Engagement Manager; and Karen Flores, Clerk of the Board.

**BOARD OF DIRECTORS CONSENT CALENDAR**

(9:03 a.m. - Video Time Stamp: 00:02:25)

1. Approve May 7, 2026, Draft Board of Directors Meeting Minutes
2. Receive Monthly Financial Report
3. Approve the Updated Customer Service Policy A.3 Customer Billing (formerly known as Customer Service Policy A.3 Noticing, Transfers, and Collections) and A.6 Emergency Consumer Protection Policy
4. Receive Geothermal Opportunity Zone Update

Public Comment: None

Motion to approve June 4, 2026, Board of Directors Consent Calendar by Director Haschak

Second: Potter

Motion passed by roll call vote

AYES: Laskey, Ford, Albin-Smith, Elward, Stapp, Carter, Farrar-Rivas, Potter, Haschak

ABSENT: Barnacle and Hopkins

## **BOARD OF DIRECTORS REGULAR CALENDAR**

5. Receive Internal Operations Report and Provide Direction as Appropriate

(9:05 a.m. - Video Time Stamp: 00:04:15)

Geof Syphers, Chief Executive Officer, provided an update on the CalCCA conference held in May, noting that it was attended by approximately 1,000 representatives from Community Choice Aggregators (CCAs) across California. He also introduced Meredith Standing as Sonoma Clean Power's new Director of Public Relations and Marketing and announced the upcoming retirement of Michael Koszalka, Chief Operating Officer. Rebecca Simonson, Director of Capital Projects & Engineering, provided an update on the Ukiah Superfund Solar and Battery Construction project. Jamey Agathen, Commercial Accounts Specialist, shared results on SCP's accounts rate analysis which was targeted towards business accounts in Sonoma and Mendocino.

Public Comment: None

6. Receive Legislative and Regulatory Updates, Approve Legislative Positions, and Provide Direction as Appropriate

(9:35 a.m. - Video Time Stamp: 00:35:00)

CEO Syphers reported on the California Public Utilities Commission's (CPUC) late-May scoping session regarding potential changes to the Power Charge Indifference Adjustment (PCIA), which can fluctuate significantly and impact SCP customers.

Miles Horton, Legislative Policy & Community Engagement Manager, provided a legislative update, noting that two SCP-supported bills were released from the Assembly Appropriations Committee suspense file and are advancing. All four of SCP's legislative priorities remain viable as the session enters its final three months.

Public Comment: None

7. Adopt Staff's Preferred Portfolio for the 2026 Integrated Resource Plan Filing

(9:44 a.m. - Video Time Stamp: 00:44:10)

Ryan Tracey, Chief Strategy Officer, gave a presentation on SCP's preferred portfolio for the 2026 Integrated Resource Plan filing.

Public Comment: None

Motion to Adopt Staff's Preferred Portfolio for the 2026 Integrated Resource Plan Filing by Director Carter

Second: Farrar-Rivas

Motion passed by roll call vote

AYES: Laskey, Ford, Albin-Smith, Elward, Stapp, Carter, Farrar-Rivas, Potter, Haschak

ABSENT: Barnacle and Hopkins

**BOARD OF DIRECTORS MEMBER ANNOUNCEMENTS**

(11:03 a.m. - Video Time Stamp: 02:03:04)

Director Farrar-Rivas announced that the city of Sonoma will be hosting various Pride activities June 12-14, the city recognized Juneteenth and lastly, the city will be hosting their 4<sup>th</sup> of July parade. Director Laskey shared that on June 6<sup>th</sup> the city of Cloverdale will be having a ribbon cutting for Soda Springs open space and a 4<sup>th</sup> of July parade. Director Haschak announced Willits Frontier Days. Alternate Director Ford noted activities at Veronda Falletti Ranch. Director Albin-Smith shared that Fort Bragg will be hosting "the world's largest salmon barbecue" and parade on July 4<sup>th</sup>. Director Stapp shared that Santa Rosa is waiting for a grant that had been approved for the city to buy electric buses which were then changed to hybrid. Director Potter shared that Windsor began their summer concert series and will hold their fireworks show on July 3<sup>rd</sup>. Director Carter shared that Peacetown has begun and is every Wednesday starting at 5:00 p.m. Vice Chair Elward announced that Rohnert Park will be having their Juneteenth event on June 19<sup>th</sup> and starting their farmers market every Friday, along with Pride month celebrations all month.

**PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**

(11:03 a.m. - Video Time Stamp: 02:13:05)

Public Comment: None

## **ADJOURN**

(11:14 a.m. - Video Time Stamp: 02:13:29)

The meeting was adjourned by unanimous consent.



## Staff Report – Item 02

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

**From:** Ryan Tracey, Chief Strategy Officer  
Geof Syphers, Chief Executive Officer  
Miles Horton, Legislative Policy & Community Engagement Manager  
Claudia Sisomphou, Director of Community & Governmental Relations

**Issue:** Receive Geothermal Opportunity Zone Update

**Date:** July 2, 2026

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### Background

The Geothermal Opportunity Zone (GeoZone) is SCP’s initiative to secure affordable, reliable clean energy for our customers by building 600 megawatts of new geothermal power capacity in Sonoma and Mendocino Counties. This will eventually enable SCP to phase out its dependence on natural gas power plants for reliability. The Community Advisory Committee (Committee) meetings are a regularly scheduled public forum for the community to receive updates and provide input on the GeoZone. The updates provided to the Committee each month, and minutes from any discussion are posted on SCP’s website at <https://sonomacleanpower.org/geozone-public-updates>. Staff incorporate any feedback received from the Committee presentation into the monthly updates to the Board of Directors. Additional background on the GeoZone can be found on the GeoZone webpage at <https://sonomacleanpower.org/geozone>.

### Partner Updates

SCP’s Capital Projects team has finished a comprehensive review of siting opportunities for Eavor’s closed loop system. Pending Eavor’s feedback, SCP will support building a strategy for outreach to prospective site hosts. Access to transmission and a desire to avoid highly faulted geology is focusing most opportunities along the Highway 101 corridor. Through this effort, SCP has gained experience in applying the same prospecting tools and techniques to geothermal development—which will prove useful both for progressing the Eavor project and also in supporting future GeoZone partnerships.

Staff have begun holding “GeoZone 2.0 pitch” meetings with prospective GeoZone partners. Staff are anticipating finishing its GeoZone 2.0 “roadshow” by the end of July, followed by targeted partnership workshops with interested developers in August. Staff are working towards a goal of formalizing new partnerships by the end of 2026. Any new GeoZone partnerships that arise from SCP’s bilateral discussions with industry will be subject to Board approval.

## **Federal Legislation**

In early June, the U.S. House of Representatives passed the bipartisan Geothermal Energy Advancement Act ([H.R. 5631](#)). The legislation was a package of several key bipartisan bills and includes measures to shorten permitting timelines, expand categorical exclusions, address permitting agency resource constraints, modernizing royalties, and the creation of a geothermal ombudsman to assist project developers with overcoming permitting challenges. The legislation now goes to the Senate, where it may be considered as part of a broader permitting package. If passes, the legislation would strengthen interest in opportunities on federal land, both in California and in neighboring states. It will be important for California to consider similar opportunities to address development constraints on non-federal land.

## **Integrated Energy Policy Report**

The California Energy Commission is holding two all-day workshops on in-state geothermal development as part of its 2026 Integrated Energy Policy Report (IEPR): one on June 19<sup>th</sup> and another on July 9<sup>th</sup>. SCP was invited to speak at the June 19<sup>th</sup> IEPR workshop to discuss its perspective on geothermal development as a load-serving entity, including the role geothermal plays in the state’s Integrated Resource Plan and infrastructure needs ([link to presentation](#)). SCP will be closely monitoring the 2026 IEPR, and submit comprehensive comments in addition to its speaking role, to ensure that opportunities to address development considerations are included in this report, which can heavily influence future agency priorities and legislation.

## **Pro-active Planning Sonoma-Lake-Mendocino Geothermal Planning Grant**

SCP, Sonoma County, and Mendocino County have officially kicked-off work on the California Energy Commission’s grant for proactive planning for geothermal development in the Sonoma-Lake-Mendocino region. In early June, SCP held a kick-off with National Lab of the Rockies to begin subsurface characterization work, which will be the first major project deliverable. Staff are excited about the outputs of the grant, which will both provide important datasets to prospective developers and a key reference for county planning staff.

## **Agency Goals**

The GeoZone activities are directly related to the 2026 agency goal to continue progress on the GeoZone, which SCP sees as a key initiative in supporting deployment of technology that will be critical to meeting long-term climate goals, addressing affordability, and providing reliability while creating local economic opportunities.

## **Attachments**

- None.

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## Staff Report – Item 03

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**To:** Sonoma Clean Power Authority Board of Directors  
**From:** Stephanie Reynolds, Director of Internal Operations  
**Issue:** Receive Internal Operations Report and Provide Direction as Appropriate  
**Date:** July 2, 2026

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### **CUSTOMER ENERGY SOLUTIONS**

#### *SCP Home Thermostat Upgrade – Media Coverage*

In early June, SCP issued a press release announcing the launch of SCP Home Thermostat Upgrade, a new offer providing free smart thermostats and bill credits to income-qualified customers. Both The Community Voice and Utility Dive covered the announcement, highlighting the funding is covered by a \$4.99 million grant from the California Energy Commission.

### **UPCOMING MEETINGS**

- Community Advisory Committee – July 16, 2026
- Board of Directors – August 6, 2026
- Community Advisory Committee – (tentative) August 20, 2026
- Board of Directors – September 3, 2026 (tentative)

### **Agency Goals**

This Internal Operations update, which is provided monthly to the Board of Directors and Community Advisory Committee provides background on how all SCP staff support several Agency Goals, such as taking actions to protect customers, working on outreach to underrepresented communities, and maintaining a strong credit rating. We work to support our Board, Committee, and all internal staff in their various work.

### **Attachments**

- None.

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## Staff Report – Item 04

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

**From:** Garth Salisbury, Chief Financial Officer & Treasurer  
Chris Golik, Senior Finance Manager  
Jennifer Rafferty, Financial Analyst

**Issue:** Receive Monthly Financial Report

**Date:** July 2, 2026

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### Monthly Financial Report

The Financial Report is to inform the Board of Directors (Board) of monthly financial results and includes a summary of investments and investment activity in SCP's portfolio. The Investment Report and associated attachments are to inform the Board pursuant to the requirements of SCP's Financial Policy B.5 Investments and Government Code Section 53607. This is an informational item only.

### Monthly Compiled Financial Statements (April 30, 2026)

The year-to-date change in fund balance is more than projections by approximately \$4,660,000. Year-to-date revenue from electricity sales is less than budget by approximately 2% and cost of energy is under budget projections by approximately 4%. Year-to-date electricity sales reached \$191,467,000.

SCP maintains a balanced portfolio by procuring electricity from multiple sources. Net position reached a positive \$287,796,000. Approximately \$324,252,000 is set aside for operating reserves as of June 30, 2025.

Other operating expenses continued near or slightly below planned levels for the year.

### Budgetary Comparison Schedule (April 30, 2026)

The accompanying budgetary comparison includes the 2025/26 Amended Budget approved by the Board of Directors.

The budget is formatted to make comparisons for both the annual and the year-to-date perspective. The first column, 2025/26 YTD Amended 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 under budget by less than approximately 2% at the end of the reporting period.

The cost of electricity was less than the budget-to-date by approximately 4%. Variation in this account is typically due to fluctuating market cost of energy on open position purchases as well as supplier delivery delays.

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

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

### **Monthly Investment Report**

This report is to verify and report in writing to the Board regarding the responsibilities designated to the SCP Treasurer pursuant to SCP Financial Policy B.5 Investments. The Investment Policy was amended in 2024 expanding the definition of Permitted Investments, adding several investment diversification requirements, best practices and requiring additional reporting requirements to the Board and stakeholders as follows.

#### Monthly Obligation to Report on New Investment Transactions

Government Code Section 53607 and SCP's Investment Policy require SCP to report to the Board and stakeholders any investment transactions (defined as purchases, sales, or exchanges of securities) made during the month as soon as is practicable after the end of the month. Given the scheduling of the SCP's Board meetings during the first week of the month, the investment report will indicate investment transactions that occurred two months prior (May 2026).

SCP currently maintains bank accounts and investments at River City Bank (RCB), Summit State Bank, the State of California Local Agency Investment Fund (LAIF), USBank, and J.P. Morgan. Active individual securities are held at RCB, USBank and J.P. Morgan. Staff will provide Statements of Investments as required throughout the year.

## **Reportable Activities**

### USBank

In November of 2024, the Board approved amendments to SCP Investment Policy as recommended by SCP's investment advisor, Chandler Asset Management (CAM). As of April 30th, CAM managed about \$84 million of SCP's reserves. All investments directed by CAM are held at SCP's custodian, USBank. All investments held as of May 31, 2026, at USBank appear as Attachment 3 with new holdings purchased in May highlighted. USBank transaction details for the month of May, including sales and maturities of securities, are in Attachment 4.

### River City Bank

A detailed statement of the investments held at River City Bank as of May 31, 2026, appears as Attachment 5. There were no investment transactions in the month of May at River City Bank.

### State of California Local Agency Investment Fund

The LAIF investment balance as of May 31, 2026, appears as Attachment 6.

### J.P. Morgan

The J.P. Morgan investment balance as of May 31, 2026, appears as Attachment 7.

## **Agency Goals**

SCP's Financial Report, and more broadly, its financial decisions, directly support two of the Agency's 2026 goals.

1. Recommend and take all necessary actions to protect customers from rate shock in 2026.
7. Maintain SCP's 'A' credit rating to support cost-effective power procurement.

## **Community Advisory Committee**

The June 18, 2026, Community Advisory Committee (Committee) meeting was cancelled, and the Committee has not yet reviewed the information contained in this report.

## Attachments

- Attachment 1 – April 2026 Financial Statements
- Attachment 2 – April 2026 Budgetary Statement
- Attachment 3 – May 2026 Statement of Investments Held at USBank, available at [this link](#) or by request to the Clerk of the Board
- Attachment 4 – May 2026 Statement of Transactions at USBank, available at [this link](#) or by request to the Clerk of the Board
- Attachment 5 – May 2026 Statement of Investments Held at River City Bank, available at [this link](#) or by request to the Clerk of the Board
- Attachment 6 – May 2026 Statement of Investments Held at the Local Agency Investment Fund, available at [this link](#) or by request to the Clerk of the Board
- Attachment 7 – May 2026 Statement of Investments Held at J.P. Morgan, available at [this link](#) or by request to the Clerk of the Board



## 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 April 30, 2026, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the ten months 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  
June 4, 2026

# SONOMA CLEAN POWER AUTHORITY

## STATEMENT OF NET POSITION

As of April 30, 2026

### ASSETS

Current assets	
Cash and cash equivalents	\$ 229,579,772
Accounts receivable, net of allowance	6,935,396
Other receivables	3,176,019
Accrued revenue	6,075,870
Prepaid expenses	840,609
Loan receivable	27,964
Deposits	1,507,759
Investments	96,192,108
Total current assets	<u>344,335,497</u>
Noncurrent assets	
Investments	82,019,136
Loan receivable	3,900,478
Other receivables	771,713
Deposits	16,000
Capital assets, net of depreciation	23,316,533
Total noncurrent assets	<u>110,023,860</u>
Total assets	<u>454,359,357</u>

### LIABILITIES

Current liabilities	
Accrued cost of electricity	24,053,127
Accounts payable	969,632
Other accrued liabilities	1,997,262
User taxes and energy surcharges due to other governments	479,516
Supplier security deposits	510,000
Total current liabilities	<u>28,009,537</u>
Noncurrent liabilities	
Supplier security deposits	1,053,421
Total liabilities	<u>29,062,958</u>

### DEFERRED INFLOWS OF RESOURCES

Rate stabilization fund	<u>137,500,000</u>
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### NET POSITION

Investment in capital assets	23,316,533
Unrestricted	264,479,866
Total net position	<u>\$ 287,796,399</u>

**SONOMA CLEAN POWER AUTHORITY**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**Ten Months Ended April 30, 2026**

**OPERATING REVENUES**

Electricity sales, net	\$ 188,878,569
Evergreen electricity premium	2,583,589
Liquidated damages	15,036,818
Grant revenue	439,947
Total operating revenues	<u>206,938,923</u>

**OPERATING EXPENSES**

Cost of electricity	137,978,276
Contract services	7,903,573
Staff compensation	10,452,076
Program rebates and incentives	1,999,200
Other operating expenses	2,504,123
Depreciation	1,016,280
Total operating expenses	<u>161,853,528</u>
Operating income	<u>45,085,395</u>

**NONOPERATING REVENUES (EXPENSES)**

Investment income	13,113,799
Charitable contribution	(250,000)
Nonoperating revenues (expenses), net	<u>12,863,799</u>

**CHANGE IN NET POSITION**

	57,949,194
Net position at beginning of year	229,847,205
Net position at end of period	<u><u>\$ 287,796,399</u></u>

# SONOMA CLEAN POWER AUTHORITY

## STATEMENT OF CASH FLOWS Ten Months Ended April 30, 2026

### CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 208,416,393
Receipts from grantors	301,811
Receipts of security deposits and liquidated damages revenue	19,685,554
Receipts from wholesale sales and other operating activities	28,788,539
Payments to electricity suppliers	(159,180,195)
Payments for other goods and services	(11,964,226)
Payments for staff compensation	(10,353,386)
Payments for program rebates and incentives	(1,765,491)
Payments of taxes and surcharges to other governments	(2,788,131)
Deposits and collateral paid	(2,903,400)
Net cash provided (used) by operating activities	<u>68,237,468</u>

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Purchases of capital assets	<u>(6,674,786)</u>
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### CASH FLOWS FROM INVESTING ACTIVITIES

Investment income received	10,448,427
Proceeds from sales and maturities of investments	16,405,809
Loan principal received	3,541
Purchase of investments	(31,824,670)
Loan issued	(3,931,983)
Net cash provided (used) by investing activities	<u>(8,898,876)</u>

Net change in cash and cash equivalents	52,663,806
Cash and cash equivalents at beginning of year	176,915,966
Cash and cash equivalents at end of period	<u>\$ 229,579,772</u>

### NONCASH INVESTING ACTIVITIES

Change in fair value of investments	\$ 2,999,144
Change in interest receivable	\$ (333,772)

# SONOMA CLEAN POWER AUTHORITY

## STATEMENT OF CASH FLOWS

(Continued)

Ten Months Ended April 30, 2026

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

Operating income (loss)	\$ 45,085,395
Adjustments to reconcile operating income to net cash provided (used) by operating activities:	
Depreciation expense	1,016,280
Charitable contributions considered an operating activity for cash flow purposes only	(250,000)
(Increase) decrease in:	
Accounts receivable, net of allowance	7,776,672
Other receivables	2,955,352
Accrued revenue	6,554,095
Prepaid expenses	684,396
Deposits	5,049,020
Increase (decrease) in:	
Accrued cost of electricity	6,801,869
Accounts payable	(696,039)
Other accrued liabilities	(2,339,156)
User taxes due to other governments	(164,663)
Supplier security deposits	(4,235,753)
Net cash provided (used) by operating activities	<u>\$ 68,237,468</u>



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Sonoma Clean Power Authority

Management is responsible for the accompanying Budgetary Comparison Schedule for the Operating Fund of Sonoma Clean Power Authority (a California Joint Powers Authority) for the ten months ended April 30, 2026, 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  
June 4, 2026

**SONOMA CLEAN POWER AUTHORITY**  
**BUDGETARY COMPARISON SCHEDULE - OPERATING FUND**  
**Ten Months Ended April 30, 2026**

	2025/26 YTD Amended Budget	2025/26 YTD Actual	2025/26 YTD Amended Budget Variance (Under) Over	2025/26 YTD Actual / Amended Budget %	2025/26 Amended Budget	2025/26 Amended Budget Remaining
<b>REVENUE AND OTHER SOURCES:</b>						
Electricity (net of allowance) *	\$ 192,061,769	\$ 188,883,746	\$ (3,178,023)	98%	\$ 221,379,000	\$ 32,495,254
Evergreen Premium (net of allowance)	2,632,191	2,583,589	(48,602)	98%	3,150,000	566,411
CEC Grant Proceeds	694,084	439,947	(254,137)	63%	863,000	423,053
Investment returns	13,594,151	13,113,799	(480,352)	96%	15,994,000	2,880,201
Total revenue and other sources	208,982,195	205,021,081	(3,961,114)	98%	241,386,000	36,364,919
<b>EXPENDITURES AND OTHER USES:</b>						
<b>CURRENT EXPENDITURES</b>						
Cost of energy and scheduling	127,979,158	122,946,636	(5,032,522)	96%	162,463,000	39,516,364
Data management	2,798,298	2,776,295	(22,003)	99%	3,359,000	582,705
Service fees- PG&E	825,949	830,035	4,086	100%	990,000	159,965
Personnel	10,532,328	10,452,076	(80,252)	99%	12,781,000	2,328,924
Marketing & communications	3,512,149	2,428,367	(1,083,782)	69%	4,415,000	1,986,633
Customer service	181,608	144,668	(36,940)	80%	220,000	75,332
General and administration	1,853,482	1,628,869	(224,613)	88%	2,309,000	680,131
Legal	460,742	404,107	(56,635)	88%	525,000	120,893
Regulatory and compliance	250,284	120,902	(129,382)	48%	360,000	239,098
Accounting	289,600	289,200	(400)	100%	340,000	50,800
Legislative	179,333	190,000	10,667	106%	220,000	30,000
Other consultants	469,715	383,096	(86,619)	82%	535,000	151,904
Industry memberships and dues	755,939	875,236	119,297	116%	888,000	12,764
Program implementation	4,820,786	2,586,120	(2,234,666)	54%	6,481,000	3,894,880
Total current expenditures	154,909,371	146,055,607	(8,853,764)	94%	195,886,000	49,830,393
<b>OTHER USES</b>						
Capital outlay	6,570,537	6,802,691	232,154	104%	7,022,000	219,309
Total expenditures, other uses	161,479,908	152,858,298	(8,621,610)	95%	202,908,000	50,049,702
Net increase (decrease) in available fund balance	\$ 47,502,287	\$ 52,162,783	\$ 4,660,496		\$ 38,478,000	\$ (13,684,783)
<i>* Represents sales of approximately 1,697,000 MWh for 2025/26 YTD actual.</i>						
<b>RESERVES</b>	<b>Balance - as of June 30, 2025</b>	<b>Long-Term Targeted</b>	<b>% of Long-Term Target</b>			
Reserves and Rate Stabilization Funds	\$ 324,252,000	\$ 267,909,000	121%			

**SONOMA CLEAN POWER AUTHORITY**  
**BUDGETARY COMPARISON SCHEDULE - OPERATING FUND (CONTINUED)**  
**RECONCILIATION OF NET INCREASE IN AVAILABLE FUND BALANCE**  
**TO CHANGE IN NET POSITION**  
**Ten Months Ended April 30, 2026**

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$ 52,162,783
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:	
Subtract depreciation expense	(1,016,280)
Add back capital asset acquisitions	<u>6,802,691</u>
Change in net position	<u><u>\$ 57,949,194</u></u>



## Staff Report – Item 05

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

**From:** Neal Reardon, Director of Policy  
Miles Horton, Legislative Policy and Community Engagement Manager  
Geof Syphers, Chief Executive Officer

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

**Date:** July 2, 2026

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### Requested Action

Receive legislative and regulatory updates, approve legislative positions, and provide direction as appropriate.

### Regulatory Updates

#### SCP Advocates for Equitable Customer Treatment in Power Change Indifference Adjustment Proceeding

On May 29<sup>th</sup>, Sonoma Clean Power staff attended an ex parte meeting with Commissioner Baker's Office to discuss the scope of the upcoming 3<sup>rd</sup> Track of the Power Charge Indifference Adjustment ("PCIA") proceeding. As background, CalCCA had previously advocated that the Commission undertake a broad re-evaluation of this methodology, which results in multi-million-dollar swings in customer rates every year. Utilities, largely satisfied with the current framework, argued for limiting the proceeding to considering more ministerial changes to the existing methodology. The assigned administrative law judge on this proceeding announced three public planning workshops amongst interested parties on June 8<sup>th</sup>, 9<sup>th</sup>, and 15<sup>th</sup> to discuss what should be included in scope. Following the judge's announcement, Commissioner Baker's Office invited stakeholders to present recommendations to his staff on how broad the scope should be and what should be included. At the meeting SCP staff presented alongside CalCCA staff and advocated that the PCIA requires reform to protect all customers and reduce the volatility of their bills.

Following the three days of planning workshops, the administrative law judge issued a Ruling granting stakeholders an opportunity to summarize their recommendations for what should be

included in the scope of upcoming PCIA reforms. Comments, limited to 15 pages, are due on July 9<sup>th</sup>.

### 3<sup>rd</sup> District Court of Appeals Denies CalCCA's Petition for Writ of Review

On June 25<sup>th</sup>, the 3<sup>rd</sup> District Court of Appeals summarily denied CalCCA's Petition for Writ of Review of the CPUC's decision applying the Resource Adequacy Market Price Benchmark changes retroactively to the 2025 true-up. As background, this retroactive change reduced the financial credit owed to CCA customers by the utilities by blending in older, lower-priced contracts, with current market price contracts. The result was a statewide cost shift of several hundred million dollars from CCA customers to IOU bundled customers. While the court provided no reasoning for their denial, they are historically reluctant to overturn agency decisions without explicit evidence that agency violated their own process or the law.

### **Legislative Updates**

Sonoma Clean Power staff are continuing to work on our four sponsored legislative efforts this year:

- Another attempt to exempt geothermal exploration wells meeting a high standard of environmental, labor, and tribal resource and cultural protections from review under the California Environmental Quality Act. Federal policy already exempts these types of wells from environmental review under the National Environmental Policy Act, putting California at a significant competitive disadvantage. This bill is similar to AB 527, which was vetoed last year. (Assemblymember Diane Papan has also introduced AB 2234, which makes modest but beneficial changes to the definition of "geothermal exploration" that are helpful to in-state development with or without this effort.)
- Securing \$40 million in state funding for new geothermal exploration wells in areas of California that have high potential for next-generation geothermal development, likely including Sonoma and Mendocino Counties. The goal would be to develop better geologic data for these areas and lower the risk of future geothermal projects, similar to how the federal government's "Utah FORGE" project galvanized new development in that region.
- AB 2111 (Papan), which aims to revamp the transmission planning process in California to produce a more flexible, adaptable system that can lower ratepayer costs over the long term and allow faster interconnection of new renewable energy resources. This is based off the research that SCP and Peninsula Clean Energy sponsored through Princeton University's ZERO Lab. At the time of writing, this legislation is awaiting a vote on the "suspense file" in the Senate Appropriations Committee, which will come sometime in August. If it passes that stage, it will then

receive final votes on both the Senate and Assembly floors before going to the Governor's desk in September for signature or veto.

- AB 2369 (Rogers), which updates the transmission planning process to allow planners to get more value out of so-called “energy-only” resources already on the system that are not fully deliverable. The goal is to drive planning based on current and proposed resources that are (or will be) connected to the grid and get more value out of the grid that we have today in the process. At the time of writing, this bill is also pending hearing in the Senate Energy, Utilities & Communications Committee, after which it will also head to the Senate Appropriations Committee “suspense file.”

Both AB 2111 and AB 2369 are co-sponsored by the Abundance Network. AB 2111 is also co-sponsored by Peninsula Clean Energy.

### **Attachments**

- None.

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## Staff Report – Item 06

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

**From:** Brant Arthur, Programs Manager  
Connor Wolf, Programs Specialist

**Issue:** Approve and Delegate Authority to the Chief Executive Officer or His Designee to Execute a Three-Year Agreement with ev.energy for Managed EV Charging Services

**Date:** July 2, 2026

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### Recommendation

Staff requests that the Board of Directors approve and delegate authority to the Chief Executive Officer or his designee to negotiate final terms and execute an agreement with ev.energy for ongoing telematics-based managed electric vehicle charging services, for a term of three years beginning August 1, 2026, through July 31, 2029, with a not-to-exceed amount of \$1,177,500.

### Background

In September 2023, SCP issued a request for proposals (RFP) for a telematics-based managed EV charging platform. ev.energy was selected through that competitive process, and SCP executed a Professional Services Agreement (PSA) and concurrent nondisclosure agreement (NDA) in December 2023 to launch a pilot program. The pilot began in June 2024 with an initial not-to-exceed amount of \$75,000 through June 30, 2025.

Three amendments extended and expanded the pilot: Amendment No. 1 (July 2024) added grid services revenue sharing and delegated Low Carbon Fuel Standard (LCFS) credit generation to ev.energy; Amendment No. 2 (June 2025) extended the term through July 31, 2026, increased the not-to-exceed to \$180,000, and added program improvements including automated customer verification; and Amendment No. 3 (September 2025) established a pre-funded escrow arrangement for customer incentive payments.

The pilot runs through July 31, 2026. Staff recommends transitioning to an ongoing program under a new three-year agreement.

## **Discussion**

The two-year pilot has demonstrated that telematics-based managed charging can deliver consistent load-shifting results, and that SCP can enroll and retain a meaningful base of participants. As of May 2026, approximately 550 vehicles have smart-charged within the last 60 days.

Load-shifting performance met or exceeded all three of SCP's stated goals for the period when all program improvements were fully active. Compared to a group of unmanaged participants: (1) overnight peak demand (midnight to 6 a.m.) was reduced by 36.3%; (2) daytime charging (10 a.m. to 3 p.m.) increased by 55.8%; and (3) evening peak charging (4 to 9 p.m.) was 59.4% lower than unmanaged vehicles.

Over 22 months, platform fees totaled \$144,840 and customer incentives totaled \$112,585 across 915 participants. The per-active-vehicle cost fell from \$69 per month at launch to \$16 per month by January 2026 as enrollment grew, with further improvement projected as the program scales.

### *Proposed Ongoing Program*

Staff recommends transitioning the managed charging program from pilot status to an ongoing customer program under a new three-year agreement with ev.energy. The program, offered as part of SCP Rewards, will continue to allow eligible residential customers who have a Level 2 (L2) home charger and a compatible vehicle to connect their vehicle to the ev.energy platform and have their charging sessions automatically optimized for lower-cost, lower-emission hours. Customers retain the ability to override scheduled charging at any time.

The new agreement is designed to scale enrollment significantly. SCP's California Energy Commission (CEC) Virtual Power Plant Flexible Load (VPP-Flex) grant includes a target of 2,000 active enrolled EVs by the end of 2027, and grant funding will partially offset the cost of platform fees and customer incentives. Reaching 2,000 active participants from the current base of approximately 550 would require sustained outreach and enrollment campaigns throughout the three-year agreement term, with a goal of 3,000 active participants by spring 2029.

The agreement covers platform access and vehicle telematics integrations, customer enrollment and onboarding, automated charging optimization based on SCP grid signals, incentive disbursement, and performance reporting.

Near-term improvements include quarterly reactivation campaigns, improved customer support, proactive outreach for broken vehicle connections, and consistency with SCP's event-based demand response system so managed charging responds to the same grid signals.

ev.energy was competitively selected through a 2023 RFP. In 2026, SCP conducted a separate Demand Response Provider Request for Proposal in which telematics-based managed charging was part of the scope; after evaluating available providers, staff determined that ev.energy's pilot performance and current trajectory justified continuing with the existing platform.

### **Fiscal Impact**

The agreement has a not-to-exceed amount of \$1,177,500 for the three-year term, covering platform fees, enrollment support, and program administration. Customer incentives are budgeted separately under the Customer Programs budget. Costs for Fiscal Year 2026-2027 are included in the Board-approved budget under Customer Energy Solutions, and future-year costs are contingent on Board approval of those budgets. SCP's CEC VPP-Flex grant will partially offset program costs up to \$450,000.

### **Agency Goals**

This agreement supports SCP's transportation electrification and integrated resource plan goals by shifting residential EV charging to lower-cost, lower-carbon hours and adding customer-sited EV load as a managed grid resource. It also contributes directly to SCP's VPP-FLEX grant commitments with the California Energy Commission, with ongoing attention to expanding access for income-qualified customers.

### **Community Advisory Committee Review**

The June 18, 2026, Community Advisory Committee meeting was cancelled, but committee members were invited to provide input during the July 2, 2026, Board of Directors meeting.

### **Attachments**

- Attachment 1 - Draft agreement with ev.energy
- Attachment 2 - SCP Rewards Managed Electric Vehicle presentation slides, available at [this link](#) or by request to the Clerk of the Board

## Agreement for Professional Services

This Agreement for Professional Services (“Agreement”), dated as of August 1, 2026 (“Effective Date”), is made by and between the Sonoma Clean Power Authority (“SCP”), a California joint powers authority, and ev.energy Corp (“Consultant”), a(n) corporation. SCP and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

### Agreement

The Parties agree as follows:

1. **Scope of Services:** Consultant shall provide to SCP the services described in Exhibit A (“Services”) for SCP’s telematics-based managed EV charging system for residential customers (“Project”).
2. **Additional Work:** If changes in the work seem merited by the Consultant or SCP, and informal consultations with the other party indicated that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to SCP by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by SCP and executed by both Parties before performance of such services. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.
3. **Delays in Performance:**
  - a. Neither SCP nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events beyond the reasonable control of the non-performing party. For purposes of this Agreement, such events include extraordinary and unforeseeable act of God, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, riots, lightning, fire, flood, or explosion. Force majeure shall not include a labor disturbance of Consultant or its subconsultants.
  - b. Should such circumstances occur, the non-performing party shall promptly give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
4. **Performance Standard:** Consultant warrants and represents that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services. Consultant’s Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
  - a. Consultant’s employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to

perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from SCP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- b. If SCP determines that any of Consultant's work performed as Services is not in accordance with the level of competency and standard of care normally observed by an expert practicing in Consultant's profession, SCP, in its sole discretion, shall have the right to do any or all of the following:
  - i. require Consultant to meet with SCP to review the quality of Consultant's work performed as Services and resolve matters of concern;
  - ii. require Consultant to repeat the Services at no additional charge until the work meets the level of competency and standard of care normally observed by an expert in Consultant's profession;
  - iii. terminate this Agreement pursuant to Section 6; or
  - iv. pursue any and all other remedies at law or in equity.

5. **Payment:** Consultant shall submit one monthly invoice each calendar month in which Services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:

- a. Date;
- b. Detailed description of work performed and person(s) involved;
- c. Detailed breakdown of fees as set forth in Exhibit B ("Fee Schedule"); and
- d. Running summary on each invoice including total contracted amount of the agreement, funds already paid to date, and remaining funds available, if applicable.

i. Example:

Not to exceed	\$60,000
<u>Payments to date</u>	<u>\$35,000</u>
Remaining funds	\$25,000

When such an invoice is furnished in accordance with this Agreement, SCP shall pay all undisputed amounts owing for Services adequately rendered set forth in such invoice within thirty (30) calendar days of receipt such invoice, applying the following rates:

- i. Fees based on the fee schedule, as set forth in Exhibit B ("Fee Schedule"); and
- ii. Reimbursable expenses pre-approved by SCP.

Without limiting the foregoing, Consultant (1) acknowledges that its failure to submit an invoice within sixty (60) days of the occurrence of the event to which a charge contained therein relates is an express condition precedent to any right it may have to payment in connection therewith, and (2) hereby stipulates that Consultant's failure to strictly comply with such condition precedent is a waiver and release of any right Consultant might otherwise have to payment in connection therewith.

6. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE TOTAL AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED One Million, One Hundred Seventy-seven Thousand, Five Hundred Dollars (\$1,177,500.00). This dollar amount is not a guarantee that SCP will pay that full amount to Consultant but is merely a limit of potential SCP expenditures under the Agreement. In the event that this total payable amount is reached, Consultant shall continue to furnish and complete the Services at no additional charge.
7. **Term of the Agreement:** The term of this Agreement shall be from the Effective Date to July 31, 2029, unless otherwise terminated pursuant to this Agreement or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement is subject to approval by SCP's Board of Directors of a budget including such funding, and that SCP may terminate this Agreement immediately, if such funding is not approved. Consultant, shall promptly deliver to SCP all materials and work product subject to Section 16 upon the conclusion of the term of this Agreement.
8. **Termination:**
  - a. Notwithstanding any other provision of this Agreement, at any time and without cause, SCP shall have the right to terminate this Agreement by giving thirty (30) days written notice to Consultant.
  - b. Notwithstanding any other provision of this Agreement, should Consultant fail to satisfactorily perform any of its obligations under this Agreement or otherwise breach any of the terms of this Agreement, SCP may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement.
  - c. In the event of termination, Consultant shall promptly and in any event no later than within fourteen (14) calendar days following the date of termination, deliver to SCP all materials and work product subject to Section 16 and shall submit to SCP a final invoice for any outstanding payments.
9. **Indemnification:**
  - a. To the furthest extent permitted by law, Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense), and hold harmless SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities,

disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.

- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

10. **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 SCP.

- a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
- b. Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- c. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to shall be written on an "any auto" form. 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. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto).

- 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 SCP. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.
- e. All Policies Requirements.
- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A-: VII, and admitted to transact in the business of insurance in the State of California.
  - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
  - iii. All required Evidence of Insurance shall be submitted to SCP within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCP 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, 431 E Street, Santa Rosa, CA, 95404.
  - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
  - vi. Consultant shall provide SCP 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.
  - ix. If Consultant maintains higher limits than the specified minimum limits, SCP requires and shall be entitled to, coverage for the higher limits maintained by Consultant.

- x. 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 SCP. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCP's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCP.
  - xi. SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents, shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
  - xii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - xiii. 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.
  - xiv. Policies shall not contain exclusions contrary to this Agreement.
11. **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 SCP and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCP provides its employees. In the event SCP exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
12. **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.
13. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCP 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 SCP is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCP with proof of payment of taxes on these earnings.

14. **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 SCP for inspection and copying at any reasonable time and at Consultant's sole expense. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
15. **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 applicable 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 laws relating to conflicts of interest, including by way of illustration and not by limitation California Fair Political Practices Act requirements.
16. **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.
17. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with applicable law, rules, and regulations in regard to nondiscrimination in employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
18. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCP 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 SCP, Consultant shall not share Confidential Information with any other person or entity outside of SCP staff and SCP authorized representatives, and upon receipt of a court order, subpoena, or other process compelling disclosure of Confidential Information Consultant shall immediately notify SCP so that SCP has an opportunity to obtain a protective order or other relief. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCP. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement ("Documents") shall be the property of SCP, and to the extent Consultant possesses such Documents, Consultant shall hold such Documents in trust for SCP's benefit. SCP 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 SCP all such Documents, which have not already been provided to SCP in such form or format, as SCP deems appropriate, and shall not thereafter retain Documents. Such Documents shall be and will remain the property of SCP without restriction or limitation.

19. **Assignment and Delegation:** Consultant shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the SCP. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of the Services herein.
20. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO SCP: Sonoma Clean Power Authority  
ATTN: Brant Arthur  
431 E Street, Santa Rosa, CA 95404  
barthur@sonomacleanpower.org

*With Copies to:* Sonoma Clean Power Authority  
ATTN: Contract Administration  
431 E Street  
Santa Rosa, CA 95404  
invoices@sonomacleanpower.org

TO CONSULTANT: ev.energy Corp  
ATTN: Stephanie Leach  
2100 Geng Road, Suite 210, Palo Alto,  
California 94303, United States  
stephanie.leach@ev.energy

21. **No Waiver of Breach:** The waiver by SCP of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
22. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties

acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

23. **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.
24. **Choice of Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.
25. **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 23(a) applies.
26. **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.
27. **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.
28. **Amendment:** No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
29. **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.

30. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.
31. **Attorney Fees:** The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
32. **Joint Powers Authority.** Consultant hereby acknowledges that SCP is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the "Joint Powers Agreement"), that SCP is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCP. Consultant agrees that SCP 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 SCP's members, any cities or counties participating in SCP's community choice aggregation program, or any of SCP's retail customers in connection with this Agreement.
33. **Representatives.**
- a. SCP's Representative. The SCP hereby designates Brant Arthur, Program Manager, Transportation Electrification, or his or her designee, to act as its representative for the performance of this Agreement ("SCP's Representative"). SCP's Representative shall have the power to act on behalf of the SCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the SCP's Representative or his or her designee.
  - b. Consultant's Representative. Before starting the Services, Consultant shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the SCP ("Consultant's Representative"). Following approval by the SCP, Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

*[SIGNATURES TO APPEAR ON FOLLOWING PAGE]*

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

**SONOMA CLEAN POWER AUTHORITY**

**CONSULTANT**

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

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

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

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

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

DRAFT

## Exhibit A

### Scope of Services

Consultant will provide all aspects of operating and maintaining a telematics-based managed EV charging system for residential customers (“Program”) as outlined in the following tasks:

#### Task 1: Platform Operation and Program Management

Consultant will:

- Submit monthly invoices to SCP's Project Manager.
- Hold quarterly business reviews with SCP as part of ongoing program management.
- Schedule monthly check-ins and be available for more frequent check-ins when needed.
- Manage an escrow account, funded by SCP, used to fund participant incentive payouts.
- Configure, deploy, and maintain the managed charging platform, customer interface and communications, and Program reporting dashboards.
  - Platform should be capable of communicating utility messages through a mobile app and other customer interfaces (such as text or email).
- Throughout the term, perform feature updates and software fixes and make adjustments and improvements as needed in coordination with SCP.
- Assist in data evaluation and analysis, as necessary, to support SCP's load-shifting and program objectives.
- Provide SCP with access to reporting dashboards covering program growth, charging behavior, driver incentives, and energy usage; deliver monthly progress reports against program KPIs and annual reports supporting SCP's regulatory and board reporting obligations.
- Conduct an annual customer satisfaction survey and share results with SCP.
- Work with SCP to collect and make data available from the vehicle and/or user using industry best practices.
- Provide email and other text-based customer support (Monday through Friday, 8 a.m. to 6 p.m. PT; multilingual support available upon request) during onboarding and throughout the term of this Agreement, including:
  - Troubleshooting any issues or questions that customers may have while enrolling or participating in the managed charging platform;
  - Providing timely technical support; and
  - Providing in-app links to support email and external outreach materials.
- Use reasonable efforts to promptly respond to customer inquiries within three business days and direct inquiries requiring SCP's expertise to SCP staff within one business day.

#### Task 2: Charge Management

Consultant will:

- Deliver active managed charging by scheduling charging sessions directly via vehicle telematics and Electric Vehicle Supply Equipment (EVSE) control, shifting sessions to off-peak and renewable-rich windows.
- Honor participant charging preferences, including Ready by Time (configurable by day of week), minimum state of charge, and an 'Only Charge Off Peak' setting; provide a Boost override available to all participants at any time.

### **Task 3: Vehicle and Charger Integration**

Consultant will:

- Integrate and maintain connectivity for each enrolled vehicle and charger. Consultant is responsible for providing the managed charging services described in this Agreement for enrolled drivers whose vehicle make and model is supported by Consultant. The current list of supported makes and models is maintained at <https://www.ev.energy/en-us/drivers/integrations> and is subject to change for technical reasons.
- Ensure the platform has the capability to gather data and control the charging functions across the major EVSE brands supported by Consultant. The current list of supported EVSE brands is maintained at <https://www.ev.energy/en-us/drivers/integrations> and is subject to change for technical reasons.
- It is understood that a vehicle's compatibility with the Consultant's managed charging platform is subject to (i) its connectivity to 3G/4G networks (or equivalent); (ii) the customer's subscription to any paid OEM telematics plan if applicable; and (iii) OEM server uptime.
- SCP will have access to additional vehicle makes and models that are supported by Consultant as they become available, at no added cost.
- Transition residential EVSE hardware currently under event-based management onto the daily managed charging platform, ensuring participants experience no disruption to their charging schedules or incentive accrual during the transition.

### **Task 4: Driver Acquisition and Enrollment**

Consultant will:

- Provide co-branded marketing and recruitment to grow enrollment toward the Program's enrollment targets; ongoing customer communications will be approved by SCP in advance.
- Maintain a co-branded enrollment portal and mobile application (iOS and Android) for participant enrollment and ongoing account management.
- Develop and maintain a three-year Driver Acquisition Plan, updated annually, covering email outreach campaigns to EV owners within SCP's service territory, OEM and affiliate marketing partner outreach, and acquisition funnel analytics and attribution reporting.
- Verify participant eligibility using SCP customer data and accepted verification methods.
  - Note that any communications sent to SCP customers which form the part of the standard messages to users of the Consultant mobile app and do not bear SCP's brand will not need approval from SCP.

### **Task 5: Incentive Fulfillment**

Consultant will:

- Allow customers to cash out incentives through the mobile app and other communications using PayPal or Venmo.
- Track earned incentives for participants who elect to receive bill credits and make this information available to SCP.
  - SCP retains full authority to set and adjust incentive levels.
  - A fixed 10% transaction fee will apply to the value of any incentives paid out to customers by Consultant via PayPal or Venmo.
  - Consultant will invoice SCP separately for incentives and transaction fees.

### **Optional Scope**

The following tasks are optional and will be performed only upon SCP's prior written approval and invoiced as set out in Exhibit B.

#### **Task 6: Customer Phone Support**

Consultant will:

- Provide a dedicated phone number for customer phone support in addition to the email customer support included in the core scope.

#### **Task 7: Local Distribution Grid Management**

Consultant will:

- Provide distribution-aware load management (EveSync) that enables SCP to target charging at the transformer level in partnership with PG&E and to manage localized grid constraints as EV penetration grows. This task is anticipated to begin in Year 2.

#### **Task 8: Enhanced Growth Marketing**

Consultant will:

- Provide enhanced growth marketing to support driver retention and continued enrollment growth and to protect against enrollment attrition as the Program matures. Consultant will propose campaign methods and strategies to SCP for approval in advance and provide regular performance updates throughout the term.

### **Program Term and Schedule**

The term of this Agreement is three years, commencing August 1, 2026 and ending July 31, 2029. As this is an established, functioning program, services will be provided on an ongoing basis throughout the term. The Program is working toward the following enrollment targets, which are shared goals:

- 2,000 active smart charging EVs by the end of Q4 2027.
- 3,000 active smart charging EVs by March 31, 2029.

**Exhibit B**

**Budget and Fee Schedule**

For services provided under this Agreement, SCP shall pay Consultant in accordance as specified below.

**FEE SCHEDULE**

<b>Scope</b>	<b>Pricing</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Platform Fee	\$7,500/mo	\$90,000	\$90,000	\$90,000	\$270,000
Transaction Fee	10% of off-bill incentives	\$18,000	\$22,500	\$27,000	\$67,500
Driver Acquisition (Marketing)	\$70/acquired driver	\$105,000	\$26,250	\$26,250	\$157,500
Active User Fee	\$5/month per active EV (prior 60 days)	\$120,000	\$150,000	\$180,000	\$450,000
<b>Scope Subtotal</b>		<b>\$333,000</b>	<b>\$288,750</b>	<b>\$323,250</b>	<b>\$945,000</b>
<b>Optional Scope</b>	<b>Pricing</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Customer Phone Support	\$2,500/mo	\$15,000	\$30,000	\$30,000	\$75,000
Local Distribution Grid Mgmt (Setup)	\$30,000 upfront	\$0	\$30,000	\$0	\$30,000
Local Distribution Grid Mgmt (Ongoing)	\$2,500/mo	\$0	\$30,000	\$30,000	\$60,000
Enhanced Growth Marketing	\$30/acquired driver	\$45,000	\$11,250	\$11,250	\$67,500
<b>Optional Scope Subtotal</b>		<b>\$60,000</b>	<b>\$101,250</b>	<b>\$71,250</b>	<b>\$232,500</b>
<b>Program Total (Scope + Optional Scope)</b>		<b>\$393,000</b>	<b>\$390,000</b>	<b>\$394,500</b>	<b>\$1,177,500</b>

NOT TO EXCEED BUDGET FOR THREE-YEAR TERM

<b>Category</b>	<b>Not-to-Exceed Amount</b>
Scope	\$945,000
Optional Scope (requires SCP written approval)	\$232,500
<b>Total</b>	<b>\$1,177,500</b>

Upon written request of the Consultant and written approval of SCP's Representative, funds may shift between line items or utilize remaining agreement funds to accomplish the scope of services outlined in this Agreement.

Scope fees will be invoiced monthly in arrears in accordance with the Fee Schedule above.

Optional Scope is to be agreed between the Consultant and SCP and will be invoiced only upon written approval of SCP to commence work and after work has been performed.

In no event shall the total cost to SCP for the services provided herein exceed the maximum sum of \$1,177,500.

**GRANT FUNDING**

Subject to approval from the California Energy Commission (CEC), grant funding under the Chargewise program (ev.energy's REDWDS project) may cover up to fifty percent (50%) of driver acquisition and marketing costs, including the Driver Acquisition (Marketing) and Enhanced Growth Marketing line items. Any such grant funding is contingent on CEC approval and, when available, will be credited against the applicable invoices.

## **Exhibit C Non-Disclosure Agreement**

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

1. Representations & Warranties. Subject to the terms and conditions of this NDA, Confidential Information (as defined below), including, without limitation information regarding customers of SCP (“SCP Customers”), may be disclosed to Consultant by SCP (or SCP’s data management consultant, at SCP’s direction) from time to time as provided by the Disclosure Provisions and solely for the purposes set forth on EXHIBIT A (Scope of Services). Such disclosure is subject to the following legal continuing representations and warranties by Consultant:
  - a. Consultant represents and warrants that it has all necessary authority to enter into this NDA, and that it is a binding enforceable NDA according to its terms;
  - b. Consultant represents and warrants that the authorized representative(s) executing this NDA is (are) authorized to execute this NDA on behalf of the Consultant; and
  - c. Consultant confirms its understanding that the Confidential Information, including information regarding SCP Customers, is of a highly sensitive confidential and proprietary nature, and that such information will be held in trust by Consultant for the benefit of SCP and solely used as contemplated under the Disclosure Provisions for the purposes set forth on EXHIBIT A, and that any other use of the information is prohibited.
  - d. Consultant represents and warrants that it will implement and maintain expert, industry standard best practice, and no less than reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth on EXHIBIT A.
2. Confidential Information Defined. “Confidential Information”, as used in this NDA, refers to all information SCP discloses to Consultant which SCP might reasonably expect Consultant not to disclose to other persons or use for unauthorized purposes, and any derivative thereof, and includes, without limitation, the following:
  - a. Information about SCP Customers, including, without limitation: (i) names; (ii) addresses; (iii) telephone numbers; (iv) service agreement numbers; (v) meter and other identification numbers; (vi) SCP-designated account numbers; (vii) meter numbers; (viii) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (ix) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans); (x)

- payment / deposit status; (xi) number of units; and (xii) other similar information specific to SCP Customers individually or in the aggregate;
- b. Certain data constituting “Covered Information” as that term is defined in California Public Utilities Commission (“CPUC”) Decision 12-08-045, and any successor CPUC Decision; and
  - c. Any SCP market, resource or procurement information considered by SCP to be proprietary and/or confidential.
  - d. Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by SCP, regardless of the form of media in which it is prepared, recorded or retained.
3. Exclusions. Except for electric and gas usage information provided to Consultant pursuant to this NDA, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.
  4. Disclosure Prohibited. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth on EXHIBIT A.
  5. Protection of Confidential Information. Consultant shall, at all times and in perpetuity, hold the Confidential Information in trust for SCP’s benefit, keep in the strictest confidence the Confidential Information, and take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain expert, industry standard best practice, and no less than reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on EXHIBIT A. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection with the Confidential Information, to those employees or representatives of Consultant who have a “need to know” such Confidential Information in the course of their duties with respect to the Consultant program and who agree in writing to be bound by the nondisclosure and confidentiality obligations of this NDA. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this NDA and to agree to be bound by the terms of this NDA in writing.
  6. Liability for Employees/Representatives, Notification of Disclosure. Consultant shall be strictly liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this NDA; however, such liability shall not limit or prevent any actions by SCP directly against such employees or representatives for improper

disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. Consultant shall immediately notify SCP in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this NDA shall obligate the SCP to monitor or enforce the Consultant's compliance with the terms of this NDA.

7. Compliance with CPUC Decisions and SCP Policies. Consultant shall comply with:
  - a. CPUC Decision No. 12-08-045. The consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Decision No. 12-08-045, and any modifications or successors to that decision.
  - b. SCP Information Technology (IT) Security Policy A.4. Consultant acknowledges that it is in receipt of and will comply with SCP's A.4 Information Technology (IT) Security Policy. Consultant will inform SCP immediately of any breach of that policy (EXHIBIT C.1)
  - c. SCP Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy A.5. Consultant acknowledges that it is in receipt of and will comply with SCP's A.5 Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy. Consultant will inform SCP immediately of any breach of that policy (EXHIBIT C.2)
8. Equitable Relief. Consultant acknowledges that disclosure or misappropriation of any Confidential Information will cause irreparable harm to SCP and/or SCP Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that SCP shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SCP, in law or equity.
9. Indemnification. In addition to all other remedies, to the furthest extent permitted by law Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense) and hold harmless SCP, its officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this NDA. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's

obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.

10. Return or Destruction of Confidential Information. When Consultant fully performs the purposes set forth on EXHIBIT A, or if at any time Consultant ceases performance or SCP requires Consultant cease performance of the purposes set forth on EXHIBIT A, Consultant shall immediately return or destroy (with reasonable prior written notice to SCP itemizing the materials destroyed) all Confidential Information then in its possession at the request of SCP. Notwithstanding the foregoing, the nondisclosure obligations of this NDA shall survive any termination of this NDA.
11. Termination. Either Party may terminate this NDA for any reason or no reason, with or without cause, by providing thirty (30) days prior written notice to the other party of its intention to terminate; *provided, however*, that the terms of this NDA remain applicable to any Confidential Information already created or received under the NDA as set forth elsewhere in this NDA.
12. Notice. All notice to be provided under this NDA, may be made via electronic mail or to the addresses outlined in the Notice provision of the Agreement.
13. Assignment. This NDA shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. This NDA shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.
14. Entire NDA. This NDA sets forth the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written.
15. Amendment. This NDA shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade.
16. Waiver. Any waiver of a right under this NDA shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
17. Choice of Law, Venue. This NDA shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws. Any action to enforce the terms of this NDA or for the breach of this NDA, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.

18. Captions. The captions in this NDA are solely for convenience of reference. They are not a part of this NDA and shall have no effect on its construction or interpretation.
19. Survival of Terms. All express representations, waivers, indemnifications, obligations to maintain confidentiality and limitations of liability included in this NDA shall survive its completion or termination.
20. Severability. If any provision of this NDA, or portion thereof, is deemed unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability of any other provision of this NDA.
21. Construction. This NDA shall be construed as if each Party was its author and the language of the NDA shall not be construed against one party against the other on the basis of one party drafting the NDA.
22. Counterparts. This NDA may be executed in one or more counterparts, each of which will be deemed to be an original of this NDA and all of which, when taken together, will be deemed to constitute one and the same agreement.

## **EXHIBIT C.1**

### **Information Technology (IT) Security Policy A.4**

Adopted February 7, 2019; amended October 1, 2020, October 3, 2024

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

SCPA is dependent on information technology to conduct business operations. The Chief Financial Officer, Senior Risk Manager, Building Operations & IT Manager, and IT Systems Manager have been designated as the IT Security Team (IST) and are responsible for communicating IT policies and standards, helping all personnel achieve compliance with policies and standards, and reporting to management on any non-compliance or areas of risk.

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

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

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

*[End of Exhibit C.1.]*

## EXHIBIT C.2

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

Adopted February 7, 2019; amended October 1, 2020

Sonoma Clean Power Authority (SCPA) understands the vital importance of ensuring the privacy and security of AMI data and customer usage information. The California Public Utilities Commission (CPUC or Commission) Decision (Decision) 12-08-04<sup>1</sup> extends privacy protections to customers of community choice aggregators, including SCPA. “Attachment B” of the Decision lists the rules regarding privacy and security protections for energy usage data that SCPA follows.

In compliance with “Attachment B”, SCPA shall implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.

SCPA and all SCPA contractors, consultants and other third parties who obtain access to covered information based on consent from SCPA shall provide reasonable training to all employees and contractors who use, store or process covered information as needed to comply with this Policy and CPUC rules and regulations related to AMI Data Security in accordance with “Attachment B”.

Per “Attachment B”, SCPA shall collect, store, use, and disclose only as much covered information as is reasonably necessary or as authorized by the Commission to accomplish SCPA’s specific primary purpose.

SCPA shall comply with Decision 12-08-045, “Attachment B”, including any amendments made by the CPUC.

*[End of Exhibit C.2.]*

*[End of Exhibit C]*

<sup>1</sup> <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M026/K531/26531585.PDF>

**Exhibit D  
Prevailing Wage Requirements**

Not Required

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