



**AGENDA
COMMUNITY ADVISORY COMMITTEE MEETING
THURSDAY, NOVEMBER 18, 2021
1:00 P.M.**

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

RE CORONAVIRUS COVID-19

CONSISTENT WITH THE PROVISIONS OF AB 361, MEMBERS OF THE COMMUNITY ADVISORY COMMITTEE WILL PARTICIPATE IN THE NOVEMBER 18, 2021 MEETING BY TELECONFERENCE. IN-PERSON PARTICIPATION BY THE PUBLIC WILL NOT BE PERMITTED AND NO PHYSICAL LOCATION FROM WHICH THE PUBLIC MAY ATTEND THE MEETING WILL BE AVAILABLE. REMOTE PUBLIC PARTICIPATION DETAILS ARE LISTED BELOW.

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

- Webinar link: <https://us06web.zoom.us/j/88590410643>
 - Telephone number: 1 (253) 215-8782
 - Meeting ID: 885 9041 0643

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

How to Submit Public Comment During the Teleconference Meeting:

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

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

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

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

CALL TO ORDER

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

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

COMMUNITY ADVISORY COMMITTEE CONSENT CALENDAR

1. Approve September 16, 2021 Draft Community Advisory Committee Meeting Minutes (Staff Recommendation: Approve) - pg. 5

COMMUNITY ADVISORY COMMITTEE REGULAR CALENDAR

2. Appoint a Vice Chair of the Community Advisory Committee for the Remainder of 2021 and January of 2022 (Staff Recommendation: Approve) - pg. 11
3. Receive Internal Operations and Monthly Financial Report and Provide Feedback as Appropriate (Staff Recommendation: Receive and File) - pg. 13
4. Receive Legislative and Regulatory Updates and Provide Feedback as Appropriate (Staff Recommendation: Receive and File) - pg. 43
5. Recommend that the Board of Directors Delegate Authority to the CEO to Execute a Professional Services Agreement with StopWaste in the Amount Not-To-Exceed of \$300,000 (\$30,000 in Administration Fees and \$270,000 in Customer Incentives) to Provide SCP Incentives Through the BayREN Multifamily Building Enhancement (BAMBE) Program (Staff Recommendation: Approve) - pg. 45
6. Recommend that the Board of Directors Delegate Authority to the Chief Executive Officer or Designee to Execute a Professional Services Agreement with Nexo Advertising, LLC in the Amount Not-To-Exceed \$375,000 to Provide Sonoma Clean Power with Multi-Cultural Agency Services Through June 30, 2024 (Staff Recommendation: Approve) - pg. 69

COMMITTEE MEMBER ANNOUNCEMENTS

ADJOURN

COMMONLY USED ACRONYMS AND TERMS

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

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**DRAFT MEETING MINUTES
COMMUNITY ADVISORY COMMITTEE MEETING
THURSDAY, SEPTEMBER 16, 2021
1:00 P.M.**

******GOVERNOR'S EXECUTIVE ORDER N-08-21******

RE CORONAVIRUS COVID-19

CONSISTENT WITH THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-08-21 WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT, MEMBERS OF THE COMMUNITY ADVISORY COMMITTEE PARTICIPATED IN THE SEPTEMBER 16, 2021, MEETING BY TELECONFERENCE.

CALL TO ORDER

Chair Nicholls called the meeting to order at approximately 1:03 p.m.

Committee Members present: Chair Nicholls and Members Quinlan, Dowd, Chaban, Wells, and Morris.

Staff present: Geof Syphers, Chief Executive Officer; Mike Koszalka, Chief Operating Officer; Stephanie Reynolds, Director of Internal Operations; Chad Asay, Director of the Advanced Energy Center; Ryan Tracey, Director of Planning & Analytics; and Claudia Sisomphou, Communications Specialist.

PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

Public Comment: None

COMMUNITY ADVISORY COMMITTEE CONSENT CALENDAR

1. Approve July 15, 2021 Draft Community Advisory Committee Meeting Minutes
2. Receive Notice on Starting Contract Negotiations with Calpine Energy Solutions, LLC for Data Management Services
3. Recommend that the Board of Directors Approve Updated Terms and Conditions for 12-Month Pilot Program
4. Receive Notice on Board of Directors Approved Performance-Based Salary Increase and Annual Contract Goals for CEO Syphers

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

Motion to Approve the September 16, 2021 Community Advisory Committee Consent Calendar by Member Dowd

Second: Quinlan

Public Comment: None

Motion Passed by Roll Call Vote: 6 - 0 - 0

COMMUNITY ADVISORY COMMITTEE REGULAR CALENDAR

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

Stephanie Reynolds, Director of Internal Operations, notified the Committee that Member Brady and Vice Chair Baldwin have both resigned from the Committee; there are 7 vacancies to fill by the end of the year. The Board of Directors Ad Hoc Committee will review applications soon. Director Reynolds made a final request for help with outreach as applications are still being accepted.

Sonoma Clean Power was awarded as one of North Bay Business Journal's Best Places To Work.

Rebecca Simonson, formerly Director of Planning & Analytics, has become Director of Programs. Ryan Tracey, formerly Senior Energy Analyst in Planning & Analytics, was promoted to Director of Planning & Analytics. Staff is recruiting for 6 vacant positions, including Senior Energy Analyst.

The Bike Electric Program achieved a goal of 200 e-Bikes sold, as of September 9th.

Chad Asay, Director of the Advanced Energy Center, provided some updates on the EPIC Lead Locally grant's goals which are on pace to be met sooner than expected. He also provided information on upcoming events being held at the Advanced Energy Center and shared details of a recent positive guest experience.

Geof Syphers, Chief Executive Officer, notified the Committee that the Annual Attestation of the Accuracy of the Power Source Disclosure and Power Content Label filing will go before the Board for approval at the October 7th meeting, but was not completed in time for inclusion in the packet materials for this Committee meeting. The Committee will be provided a copy of these

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materials at the next meeting.

CEO Syphers continued with information on the Site Leasing Interest Program (SLIP) sought Sonoma Clean Power customers to lease their property to develop new energy sources, a test concept aiming to build new small-scale sources for EverGreen.

Director Reynolds continued with an update on the annual Joint Rate Mailer, which for the first time, was delivered to customers digitally in addition to physical mailers. She also called attention to the draft financial statements included in the packet materials. Audited financial details for fiscal year 20/21 will be available in November or December.

CEO Syphers gave updates on CC Power, which is the joint JPA of CCAs. Certain projects have been shortlisted for the long duration storage negotiations that have been ongoing since last year. There will be a Request For Offers for 200 MW of firm clean resources - baseload renewable power. He also provided information on CCA reporting requirements under General Order 156 (GO 156) and a recent press release from the California Hispanic Chamber of Commerce that was critical of CCAs for not adequately contracting with diverse suppliers. In response, CalCCA held a meeting with the Chamber to discuss their concerns, and helped reach a new understanding that CCAs are doing slightly better than the IOUs, but still have interests in doing better.

Member Quinlan posed questions on SLIP, the financial statements, and the Better Together Resilient Communities Grant Program letter of support contained in the packet.

Member Morris commented on the information about the California Hispanic Chamber of Commerce report and is happy to know that it could be an opportunity to form partnerships going forward.

Public Comment: None

7. Receive Update on Empower (SCP's Community Engagement, Education, and Outreach)

Claudia Sisomphou, Communications Specialist, provided the Committee with an extensive update on the development of Sonoma Clean Power's Community Engagement, Education, and Outreach program known as Empower. The program seeks to focus on four areas for improvement: Building Partnerships, Customer Education, Focus on Equity, and Engaging Youth. She provided a list of key questions to help shape the Committee's discussion. Ms. Sisomphou advised that in addition to providing verbal

feedback, Committee members and members of the public could email her with any additional comments at community@sonomacleanpower.org.

During the segment on Building Partnerships, Member Quinlan suggested the Ceres Community Project as an organization of potential interest. Chair Nicholls suggested working closely with the Sonoma County Economic Development Board (EDB), Los Cien, Los Cien's sister organization in Mendocino County, the West Company also in Mendocino County, in addition to the Sonoma Mendocino Economic District. Member Morris recommended Daily Acts; Member Chaban recommended the Mendocino Health Alliance, senior centers, Mendocino Land Trust, and Redwood Coast Land Conservancy; and Member Wells recommended Land Paths, Sonoma Ecology Center, and Sonoma County Regional Parks which now has a community engagement program.

During the Customer Education segment, which focused heavily on how to reach people where they are instead of asking them to come to us, Chair Nicholls suggested getting onto the Rotary Speaking circuit.

During the Focus on Equity segment, Chair Nicholls commented on his recent conversations with CEO Syphers and some background on what the Sonoma Mendocino Economic District has done. COO Kozalka spoke on recent advice SCP has received is to avoid using focus groups for immigrants and non-English speaking people, and rather to use one-on-one interviews with hired interviewers from those populations.

During the segment on Engaging Youth, Chair Nicholls suggested paid internships, scholarships, working with graduate students whose area of study aligns with Sonoma Clean Power's work or goals. These ideas could also lead to a youth perspective on the Community Advisory Committee. CEO Syphers pointed out some areas where SCP already demonstrated success that can be built upon such as four paid interns working at the Advanced Energy Center, a Department of Energy graduate student who is working on a post-doctorate program will soon be placed in the SCP office, and contributions SCP makes to various local scholarship programs. Member Quinlan commented on the potential to create a mobile version of the Advanced Energy Center which can be taken on the road to visit schools and meet students where they already are. Chair Nicholls also commented on the challenges some areas face regarding broadband internet connectivity.

CEO Syphers concluded this presentation by thanking Ms. Sisomphou for her work on this endeavor.

Public Comment: A written comment was received from Woody Hastings:

“Hi, I need to hop off at 2pm. I don’t think I heard North Bay Organizing Project. They even have a Climate Justice Task Force that is in early stages of trying to figure out some kind of community energy resilience deployment – maybe a microgrid, somewhere underserved in SCP territory. Thanks!”

8. Recommend that the Board of Directors Approve Resolution Creating a Geothermal Opportunity Zone

CEO Syphers introduced the presentation given by Ryan Tracey, Director of Planning & Analytics. The goal of this initiative would be to explore the potential for developing more geothermal energy to serve as a clean baseload resource. The Counties of Sonoma, Lake, and Mendocino are uniquely situated and contain the largest operational geothermal resource in the world, providing an opportunity to partner and support the research and development of additional geothermal power.

Member Quinlan asked about mineral ownership. CEO Syphers and Director Tracey both answered that mineral ownership also includes heat, and that there have been new developments in technology to allow for improved extraction methods.

Member Wells asked about the boundaries of the proposed opportunity zone, specifically regarding the Warm Springs area of Sonoma. Director Tracey replied that the map is a rough approximation of the area of focus. CEO Syphers added that if Counties agree to partner on this, we could later entertain projects outside of the boundaries.

Member Morris asked about the origin of the term GeoZone to which CEO Syphers replied that it was coined by Senator Padilla as a short-hand way to talk about the opportunity zone. Member Morris also asked where other significant sources of geothermal power in California are located. Director Tracey replied most is in the Salton Sea, and recent development in Nevada which is imported into California.

Member Morris suggested that staff consider an educational campaign about geothermal energy that covers the fundamentals, and if possible, offer a tour of the Geysers. She commented that the report brought concerns of fracking to mind as well as earthquakes. CEO Syphers said that a primer on geothermal energy will be added to future discussions on the topic.

Public Comment: None

Motion to Recommend that the Board of Directors Approve Resolution Creating a Geothermal Opportunity Zone by Member Quinlan

Second: Dowd

Motion Passed by Roll Call Vote: 6 - 0 - 0

9. Recommend that the Board of Directors Approve an Investment Policy for Sonoma Clean Power

Mike Koszalka, Chief Operating Officer, presented this item which, if approved by the Board of Directors, would create Financial Policy B.5, Investments. As a public agency, SCP is guided by State law, and this policy aims to formalize and codify that SCP will follow those guidelines.

Public Comment: None

Motion to Recommend that the Board of Directors Approve an Investment Policy for Sonoma Clean Power by Member Dowd

Second: Wells

Motion Passed by Roll Call Vote: 6 - 0 - 0

COMMITTEE MEMBER ANNOUNCEMENTS

None

ADJOURN

The meeting was adjourned by unanimous consent at approximately 3:07 p.m.



Staff Report - Item 02

To: Sonoma Clean Power Authority Community Advisory Committee

From: Geof Syphers, CEO
Stephanie Reynolds, Director of Internal Operations

Issue: Appoint a Vice Chair of the Community Advisory Committee for the Remainder of 2021 and January of 2022

Date: November 18, 2021

Recommendation

The Community Advisory Committee has traditionally appointed a Chair and Vice Chair for the Committee each calendar year.

Due to the vacancy left by the current Vice Chair, Karen Baldwin, the Committee now sits without a formal backup for the Chair.

Staff requests the Committee nominate and appoint a Vice Chair for the remainder of 2021 and January 2022 to provide sufficient coverage and continuity of meetings.

Duties of the Vice Chair include working with staff in preparation for, and presiding over CAC meetings in the Chair's absence. Appointments for Chair and Vice Chair for 2022 will be discussed at the January 2022 meeting and nominations and a vote to appoint the next Chair and Vice Chair will be taken at the February 2022 meeting.

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Staff Report - Item 03

To: Sonoma Clean Power Authority Community Advisory Committee

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

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

Date: November 18, 2021

COMMITTEE MEMBER VACANCIES AND RECRUITMENT PROCESS

The Ad Hoc Committee of the Board recently interviewed potential candidates for the current and upcoming vacancies on the Committee. Recommendations of final candidates for the current and upcoming vacancies on the Committee will be brought to the Board in December for a vote.

CURRENT PARTICIPATION RATES

Meters and Participation by TOT

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

AB 361 VIRTUAL MEETINGS

At the November 4, 2021 Meeting of the Sonoma Clean Power Board of Directors, Resolution 2021-05 was passed, authorizing an extension of the state of emergency related to COVID-19. In accordance with AB361, signed by the Governor on September 16, 2021 (in effect October 1, 2021), staff will continue to conduct remote teleconference meetings of the Board of Directors, Community Advisory Committee and other legislative bodies. Resolution 2021-05 shall be effective for 30 days or until extended by a majority vote of the Board of Directors.

OLIVINE AMENDMENT

At the November Board of Directors meeting, the Board approved the sixth amendment with Olivine, the program administrator for GridSavvy. The amendment extends the term of the agreement to March 31, 2022 and adds \$169,000 for program management and replenishes \$180,000 in escrow account funds. Olivine, the program administrator, issues incentives and associated fees from the escrow account. The amendment adds additional scope for work related to adding battery storage and behavioral demand response to the existing suite of GridSavvy technologies.

ADVANCED ENERGY CENTER

The Advanced Energy Center will soon be showcasing new design upgrades for both renters and the holiday season. Recently the Energy Center was a sponsor and participant for the downtown Santa Rosa Halloween event and movie, Hocus Pocus. The Energy Center team is developing a menu of improved educational programs and events. Our education program will be adding K-12 school fieldtrips, workforce development partnerships, onsite tutoring of STEM course materials, and bolstering our internship program to improve foundational business skills and career opportunities.

While following current COVID-19 safety protocols, we recently hosted the American Institute of Architects - Redwood Chapter, CalCCA staff for their annual retreat, and Generation Housing. We have also held webinars on the benefits of e-fireplaces, and high-performance valuation. Although the event focus for the remainder of 2021 is to improve on our webinars, we are scheduling and organizing in person events for 2022.

Staff are also incredibly proud that the Advanced Energy Center and its zero interest on-bill loans are gaining significant attention around California. East Bay Clean Energy has publicly solicited for construction services to build their own Advanced

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Energy Center in Oakland, and the California Energy Commission has expressed interest in seeing something similar developed in Southern California.

POWER CONTENT DISCLOSURE LABEL

At the October 7, 2021 Board of Directors meeting, SCP Resolution 2021-04 was passed. This Resolution approved the 2020 Power Source Disclosure Annual Reports for SCP's CleanStart and EverGreen products ("PSD Annual Reports") and SCP's 2020 Power Content Label, and attested to their veracity.

The California Public Utilities Code requires all retail sellers of electric energy, including SCP, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their respective customers each year. SCP submitted its 2020 PSD Annual Reports on May 24, 2021. The PSD Annual Reports include SCP's specified power purchases, resales, and self-consumption of energy by fuel type. Information from SCP's 2020 PSD Annual Reports is included in SCP's 2020 Power Content Label.

The Power Content Label is mailed to SCP customers and posted on both SCP's and the California Energy Commission's ("CEC") websites. The Resolution, Annual Reports and Power Content Label are attached to this report to provide more details.

CC POWER UPDATE

At the November 10 meeting of CC Power - the joint procurement agency of California CCAs - the ad hoc committee on procurement policies presented its proposal to address concerns activists had raised that procurement activities there would not conform to the standards and policies of each member CCA. After a robust discussion, the CC Power Board passed a resolution ensuring that each member CCA would have to comply with their governing Board's adopted policies unless their governing Boards provide an exemption. This was generally recognized by the CC Power Board as the best method to ensure each CCA could establish and maintain their own distinct priorities and balances between such objectives as rates, climate, community benefits, air quality, labor practices, and more. The proposal was met with strong criticism from labor and environmental justice advocates on several grounds, including:

- It didn't force all CCAs to have the same procurement standards;
- It didn't ensure that every CCA would have to procure to the same standards as the most aggressive policies of every other CCA;

- It didn't guarantee CC Power would go beyond what the municipal utilities or IOUs do;
- And it didn't established a fixed policy because procurement requirements could change when governing Boards change their own requirements.

Staff are confident that the details of CC Power's procurement activities will continue to garner significant attention from statewide and local activists and advocates, and expect this topic to return to the Committee and the Board for further discussion in the future.

MONTHLY COMPILED FINANCIAL STATEMENTS

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

The good news is that PG&E also underestimated the cost of energy this year, meaning that the Power Charge Indifference Adjustment - the exit fee SCP's customers pay - will drop significantly in 2022, allowing SCP to recoup all of these higher expenses while maintaining rates in a similar range to today.

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

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

2022 RATE SETTING

Staff will provide a verbal update regarding rate setting for 2022.

BUDGETARY COMPARISON SCHEDULE

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

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

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

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

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

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

ATTACHMENTS

- Resolution Approving SCP 2020 Power Source Disclosure Annual Reports for CleanStart and EverGreen Products and Approving and Attesting to the Veracity of SCP's Power Content Label (Available at [this link](#) or by request from the Clerk of the Board.)
- SCP 2020 Power Source Disclosure Annual Report for CleanStart (Available at [this link](#) or by request from the Clerk of the Board.)
- SCP 2020 Power Source Disclosure Annual Report for EverGreen (Available at [this link](#) or by request from the Clerk of the Board.)
- SCP 2020 Power Content Label
- July 2021 Financials
- August 2021 Financials
- September Financials

UPCOMING MEETINGS

- Board of Directors - December 2, 2021
- Community Advisory Committee - December 15, 2021

2020 POWER CONTENT LABEL						
Sonoma Clean Power Authority						
sonomacleanpower.org						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	SCP CleanStart	SCP EverGreen	2020 CA Power Mix
CleanStart	EverGreen	2020 CA Utility Average	Eligible Renewable¹	48.7%	100.0%	33.1%
80	64	466	Biomass & Biowaste	0.0%	0.0%	2.5%
<p>A bar chart comparing the greenhouse gas emissions intensity of three entities. The y-axis represents lbs CO₂e/MWh, ranging from 0 to 1000. CleanStart has the lowest emissions at 80 lbs CO₂e/MWh, followed by EverGreen at 64 lbs CO₂e/MWh, and the 2020 CA Utility Average at 466 lbs CO₂e/MWh.</p>			Geothermal	14.8%	80.6%	4.9%
			Eligible Hydroelectric	0.0%	0.0%	1.4%
			Solar	9.8%	19.4%	13.2%
			Wind	24.0%	0.0%	11.1%
			Coal	0.0%	0.0%	2.7%
			Large Hydroelectric	44.1%	0.0%	12.2%
			Natural Gas	0.0%	0.0%	37.1%
			Nuclear	0.0%	0.0%	9.3%
			Other	0.0%	0.0%	0.2%
			Unspecified Power²	7.2%	0.0%	5.4%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs³:				0%	0%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.</p> <p>²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.</p> <p>³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>						
For specific information about this electricity portfolio, contact:			Sonoma Clean Power Authority (855) 202-2139			
For general information about the Power Content Label, visit:			http://www.energy.ca.gov/pcl/			
For additional questions, please contact the California Energy Commission at:			Toll-free in California: 844-454-2906 Outside California: 916-653-0237			



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

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

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

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

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

Maher Accountancy

San Rafael, CA
September 28, 2021

**SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
July 1, 2021 through July 31, 2021**

	2021/22 YTD Budget	2021/22 YTD Actual	2021/22 YTD Budget Variance (Under) Over	2021/22 YTD Actual / Budget %	2021/22 Budget	2021/22 Budget Remaining
REVENUE AND OTHER SOURCES:						
Electricity (net of allowance) *	\$ 17,365,674	\$ 18,034,341	\$ 668,667	104%	\$ 179,277,000	\$ 161,242,659
Evergreen Premium (net of allowance)	139,910	164,794	24,884	118%	2,074,000	1,909,206
Inflow from Operating Account Fund Reserves	-	-	-	0%	1,353,000	1,353,000
CEC Grant	172,083	-	(172,083)	0%	2,065,000	2,065,000
BAAQMD grant	4,167	-	(4,167)	0%	50,000	50,000
Interest income	70,000	23,381	(46,619)	33%	840,000	816,619
Total revenue and other sources	<u>17,751,834</u>	<u>18,222,516</u>	<u>470,682</u>	<u>103%</u>	<u>185,659,000</u>	<u>167,436,484</u>
EXPENDITURES AND OTHER USES:						
CURRENT EXPENDITURES						
Cost of energy and scheduling	15,214,896	15,756,862	541,966	104%	159,436,000	143,679,138
Data management	266,154	267,958	1,804	101%	3,198,000	2,930,042
Service fees- PG&E	80,700	80,918	218	100%	973,000	892,082
Personnel	516,667	390,851	(125,816)	76%	6,200,000	5,809,149
Outreach and communications	112,500	103,480	(9,020)	92%	1,350,000	1,246,520
Customer service	30,250	7,190	(23,060)	24%	363,000	355,810
General and administration	95,000	104,002	9,002	109%	1,140,000	1,035,998
Legal	34,167	20,151	(14,016)	59%	410,000	389,849
Regulatory and compliance	35,833	7,195	(28,638)	20%	430,000	422,805
Accounting	20,417	15,500	(4,917)	76%	245,000	229,500
Legislative	10,000	-	(10,000)	0%	120,000	120,000
Other consultants	18,750	21,206	2,456	113%	225,000	203,794
Industry memberships and dues	44,667	67,939	23,272	152%	536,000	468,061
Program implementation	470,000	25,592	(444,408)	5%	5,640,000	5,614,408
Program - CEC grant	333,333	34,419	(298,914)	10%	4,000,000	3,965,581
Total current expenditures	<u>17,283,334</u>	<u>16,903,263</u>	<u>(380,071)</u>	<u>98%</u>	<u>184,266,000</u>	<u>167,362,737</u>
OTHER USES						
Capital outlay	116,083	77,600	(38,483)	67%	1,393,000	1,315,400
Total Expenditures, Other Uses and Debt Service	<u>17,399,417</u>	<u>16,980,863</u>	<u>(418,554)</u>	<u>98%</u>	<u>185,659,000</u>	<u>168,678,137</u>
Net increase (decrease) in available fund balance	<u>\$ 352,417</u>	<u>\$ 1,241,653</u>	<u>\$ 889,236</u>		<u>\$ -</u>	<u>\$ (1,241,653)</u>

* Represents sales of approximately 187,000 MWh for 2021/22 YTD actual.

	Current Balance	% of Long-Term Term Target	Long-Term Target Balance
RESERVES			
Operating Cash Reserve	\$ 59,231,000	64%	\$ 92,133,000
Program Cash Reserve	10,846,000	59%	18,426,600
Collateral Cash Reserve	2,224,000	14%	15,943,600
	<u>\$ 72,301,000</u>	<u>57%</u>	<u>\$ 126,503,200</u>

SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
July 1, 2021 through July 31, 2021

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$	1,241,653
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:		
Subtract depreciation expense		(112,115)
Add back capital asset acquisitions		77,600
Add back certain program expenses recognized for budget purposes only		(7,000)
Change in net position	\$	<u>1,200,138</u>



ACCOUNTANTS' COMPILATION REPORT

Management
Sonoma Clean Power Authority

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

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

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

Maher Accountancy

San Rafael, CA
September 28, 2021

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF NET POSITION

As of July 31, 2021

ASSETS

Current assets	
Cash and cash equivalents	\$ 54,393,620
Accounts receivable, net of allowance	22,308,095
Other receivables	1,935,279
Accrued revenue	10,573,330
Prepaid expenses	1,416,859
Deposits	4,142,916
Total current assets	<u>94,770,099</u>
Noncurrent assets	
Unrestricted cash in Rate Stabilization Fund	22,000,000
Land	860,520
Capital assets, net of depreciation	19,001,794
Deposits	6,160,922
Total noncurrent assets	<u>48,023,236</u>
Total assets	<u>142,793,335</u>

LIABILITIES

Current liabilities	
Accrued cost of electricity	12,498,983
Accounts payable	1,767,564
Other accrued liabilities	1,215,390
User taxes and energy surcharges due to other governments	423,049
Total current liabilities	<u>15,904,986</u>

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	22,000,000
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NET POSITION

Investment in capital assets	19,862,314
Unrestricted	85,026,035
Total net position	<u>\$ 104,888,349</u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
July 1, 2021 through July 31, 2021

OPERATING REVENUES

Electricity sales, net	\$ 18,034,341
Evergreen electricity premium	164,794
Total operating revenues	<u>18,199,135</u>

OPERATING EXPENSES

Cost of electricity	15,756,862
Contract services	570,641
Staff compensation	390,851
General and administration	191,909
Depreciation	112,115
Total operating expenses	<u>17,022,378</u>
Operating income	<u>1,176,757</u>

NONOPERATING REVENUES (EXPENSES)

Interest income	23,381
Nonoperating revenues (expenses), net	<u>23,381</u>

CHANGE IN NET POSITION

Net position at beginning of period	1,200,138
	<u>103,688,211</u>
Net position at end of period	<u>\$ 104,888,349</u>

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS

July 1, 2021 through July 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 13,286,661
Other operating receipts	413,323
Payments to electricity suppliers	(18,547,818)
Payments for other goods and services	(1,095,277)
Payments for staff compensation	(441,632)
Tax and surcharge payments to other governments	(312,298)
Payments for program rebates and incentives	<u>(26,871)</u>
Net cash provided (used) by operating activities	<u>(6,723,912)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(2,033,328)</u>
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CASH FLOWS FROM INVESTING ACTIVITIES

Interest income received	<u>54,495</u>
Net cash provided (used) by investing activities	<u>54,495</u>

Net change in cash and cash equivalents	(8,702,745)
Cash and cash equivalents at beginning of year	<u>85,096,365</u>
Cash and cash equivalents at end of period	<u>\$ 76,393,620</u>

Reconciliation to the Statement of Net Position

Unrestricted cash and cash equivalents (current)	\$ 54,393,620
Unrestricted cash and cash equivalents (noncurrent)	<u>22,000,000</u>
Cash and cash equivalents	<u>\$ 76,393,620</u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
July 1, 2021 through July 31, 2021

**RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income	\$ 1,176,757
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	112,115
Revenue adjusted for allowance for uncollectible accounts	371,409
(Increase) decrease in:	
Accounts receivable	(3,904,377)
Other receivables	(423,435)
Accrued revenue	(1,594,727)
Prepaid expenses	(306,518)
Deposits	(350,000)
Increase (decrease) in:	
Accrued cost of electricity	(1,017,657)
Accounts payable	(294,950)
Accrued liabilities	(808,774)
User taxes due to other governments	(97,078)
Supplier security deposits	413,323
Net cash provided (used) by operating activities	<u>\$ (6,723,912)</u>



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

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

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

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

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

Maher Accountancy

San Rafael, CA
October 14, 2021

**SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
July 1, 2021 through August 31, 2021**

	2021/22 YTD Budget	2021/22 YTD Actual	2021/22 YTD Budget Variance (Under) Over	2021/22 YTD Actual / Budget %	2021/22 Budget	2021/22 Budget Remaining
REVENUE AND OTHER SOURCES:						
Electricity (net of allowance) *	\$ 34,760,611	\$ 33,905,875	\$ (854,736)	98%	\$ 179,277,000	\$ 145,371,125
Evergreen Premium (net of allowance)	304,053	343,598	39,545	113%	2,074,000	1,730,402
Inflow from Operating Account Fund Reserves	-	-	-	0%	1,353,000	1,353,000
CEC Grant	344,167	-	(344,167)	0%	2,065,000	2,065,000
BAAQMD grant	8,333	-	(8,333)	0%	50,000	50,000
Interest income	140,000	44,711	(95,289)	32%	840,000	795,289
Revenue - Liquidated damages	-	150,672	150,672	-	-	(150,672)
Total revenue and other sources	<u>35,557,164</u>	<u>34,444,856</u>	<u>(1,112,308)</u>	<u>97%</u>	<u>185,659,000</u>	<u>151,214,144</u>
EXPENDITURES AND OTHER USES:						
CURRENT EXPENDITURES						
Cost of energy and scheduling	32,055,681	33,920,579	1,864,898	106%	159,436,000	125,515,421
Data management	532,672	535,756	3,084	101%	3,198,000	2,662,244
Service fees- PG&E	161,814	161,751	(63)	100%	973,000	811,249
Personnel	1,033,333	874,099	(159,234)	85%	6,200,000	5,325,901
Outreach and communications	225,000	193,383	(31,617)	86%	1,350,000	1,156,617
Customer service	60,500	86,731	26,231	143%	363,000	276,269
General and administration	190,000	154,855	(35,145)	82%	1,140,000	985,145
Legal	68,333	34,159	(34,174)	50%	410,000	375,841
Regulatory and compliance	71,667	26,125	(45,542)	36%	430,000	403,875
Accounting	40,833	31,000	(9,833)	76%	245,000	214,000
Legislative	20,000	-	(20,000)	0%	120,000	120,000
Other consultants	37,500	57,210	19,710	153%	225,000	167,790
Industry memberships and dues	89,333	93,618	4,285	105%	536,000	442,382
Program implementation	940,000	257,868	(682,132)	27%	5,640,000	5,382,132
Program - CEC grant	666,667	81,129	(585,538)	12%	4,000,000	3,918,871
Total current expenditures	<u>36,193,333</u>	<u>36,508,263</u>	<u>314,930</u>	<u>101%</u>	<u>184,266,000</u>	<u>147,757,737</u>
OTHER USES						
Capital outlay	232,167	438,063	205,896	189%	1,393,000	954,937
Total Expenditures, Other Uses and Debt Service	<u>36,425,500</u>	<u>36,946,326</u>	<u>520,826</u>	<u>101%</u>	<u>185,659,000</u>	<u>148,712,674</u>
Net increase (decrease) in available fund balance	<u>\$ (868,336)</u>	<u>\$ (2,501,470)</u>	<u>\$ (1,633,134)</u>		<u>\$ -</u>	<u>\$ 2,501,470</u>

* Represents sales of approximately 187,000 MWh for 2021/22 YTD actual.

	Current Balance	% of Long-Term Term Target	Long-Term Target Balance
RESERVES			
Operating Cash Reserve	\$ 59,265,000	64%	\$ 92,133,000
Program Cash Reserve	10,852,000	59%	18,426,600
Collateral Cash Reserve	2,229,000	14%	15,943,600
	<u>\$ 72,346,000</u>	<u>57%</u>	<u>\$ 126,503,200</u>

SONOMA CLEAN POWER AUTHORITY
OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES AND CHANGES IN NET POSITION
July 1, 2021 through August 31, 2021

Net increase (decrease) in available fund balance per budgetary comparison schedule:	\$ (2,501,470)
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:	
Subtract depreciation expense	(225,605)
Add back capital asset acquisitions	455,013
Add back certain program expenses recognized for budget purposes only	(7,000)
Change in net position	<u>\$ (2,279,062)</u>



ACCOUNTANTS' COMPILATION REPORT

Management
Sonoma Clean Power Authority

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

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

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

MAHER ACCOUNTANCY

San Rafael, CA
October 14, 2021

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF NET POSITION

As of August 31, 2021

ASSETS

Current assets	
Cash and cash equivalents	\$ 53,795,243
Accounts receivable, net of allowance	21,205,155
Other receivables	2,108,040
Accrued revenue	9,437,270
Prepaid expenses	1,252,590
Deposits	4,042,916
Total current assets	<u>91,841,214</u>
Noncurrent assets	
Unrestricted cash in Rate Stabilization Fund	22,000,000
Land	860,520
Capital assets, net of depreciation	19,270,667
Deposits	6,160,922
Total noncurrent assets	<u>48,292,109</u>
Total assets	<u>140,133,323</u>

LIABILITIES

Current liabilities	
Accrued cost of electricity	12,957,338
Accounts payable	1,513,754
Other accrued liabilities	1,693,427
User taxes and energy surcharges due to other governments	559,651
Total current liabilities	<u>16,724,170</u>

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	22,000,000
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NET POSITION

Investment in capital assets	20,131,187
Unrestricted	81,277,966
Total net position	<u>\$ 101,409,153</u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
July 1, 2021 through August 31, 2021

OPERATING REVENUES

Electricity sales, net	\$ 33,905,875
Evergreen electricity premium	343,598
Liquidated damages	150,672
Total operating revenues	<u>34,400,145</u>

OPERATING EXPENSES

Cost of electricity	33,920,579
Contract services	1,360,955
Staff compensation	874,099
General and administration	342,680
Depreciation	225,605
Total operating expenses	<u>36,723,918</u>
Operating income (loss)	<u>(2,323,773)</u>

NONOPERATING REVENUES (EXPENSES)

Interest income	44,711
Nonoperating revenues (expenses), net	<u>44,711</u>

CHANGE IN NET POSITION

	(2,279,062)
Net position at beginning of period	<u>103,688,215</u>
Net position at end of period	<u><u>\$ 101,409,153</u></u>

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS July 1, 2021 through August 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 31,793,043
Other operating receipts	541,031
Payments to electricity suppliers	(35,778,795)
Payments for other goods and services	(2,011,878)
Payments for staff compensation	(858,809)
Tax and surcharge payments to other governments	(392,738)
Payments for program rebates and incentives	<u>(25,816)</u>
Net cash provided (used) by operating activities	<u>(6,733,962)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(2,626,986)</u>
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CASH FLOWS FROM INVESTING ACTIVITIES

Interest income received	<u>59,825</u>
Net cash provided (used) by investing activities	<u>59,825</u>

Net change in cash and cash equivalents	(9,301,123)
Cash and cash equivalents at beginning of year	<u>85,096,366</u>
Cash and cash equivalents at end of period	<u>\$ 75,795,243</u>

Reconciliation to the Statement of Net Position

Unrestricted cash and cash equivalents (current)	\$ 53,795,243
Unrestricted cash and cash equivalents (noncurrent)	<u>22,000,000</u>
Cash and cash equivalents	<u>\$ 75,795,243</u>

SONOMA CLEAN POWER AUTHORITY
STATEMENT OF CASH FLOWS (continued)
July 1, 2021 through August 31, 2021

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

Operating income (loss)	\$ (2,323,773)
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	225,605
Revenue adjusted for allowance for uncollectible accounts	698,969
(Increase) decrease in:	
Accounts receivable	(3,128,995)
Other receivables	(580,196)
Accrued revenue	(458,667)
Prepaid expenses	(142,248)
Deposits	(250,000)
Increase (decrease) in:	
Accrued cost of electricity	(1,140,969)
Accounts payable	(337,463)
Accrued liabilities	(162,394)
User taxes due to other governments	39,523
Supplier security deposits	826,646
Net cash provided (used) by operating activities	<u>\$ (6,733,962)</u>



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

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

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

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

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

Maher Accountancy

San Rafael, CA
November 1, 2021

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

	2021/22 YTD Budget	2021/22 YTD Actual	2021/22 YTD Budget Variance (Under) Over	2021/22 YTD Actual / Budget %	2021/22 Budget	2021/22 Budget Remaining
REVENUE AND OTHER SOURCES:						
Electricity (net of allowance) *	\$ 50,965,154	\$ 49,942,877	\$ (1,022,277)	98%	\$ 179,277,000	\$ 129,334,123
Evergreen Premium (net of allowance)	464,044	527,356	63,312	114%	2,074,000	1,546,644
Inflow from Operating Account Fund Reserves	-	-	-	0%	1,353,000	1,353,000
CEC Grant	516,250	260,585	(255,665)	50%	2,065,000	1,804,415
BAAQMD grant	12,500	41,500	29,000	332%	50,000	8,500
Interest income	210,000	65,363	(144,637)	31%	840,000	774,637
Revenue - Liquidated damages	-	150,672	150,672	-	-	(150,672)
Total revenue and other sources	<u>52,167,948</u>	<u>50,988,353</u>	<u>(1,179,595)</u>	<u>98%</u>	<u>185,659,000</u>	<u>134,670,647</u>
EXPENDITURES AND OTHER USES:						
CURRENT EXPENDITURES						
Cost of energy and scheduling	46,647,325	51,119,433	4,472,108	110%	159,436,000	108,316,567
Data management	799,193	794,814	(4,379)	99%	3,198,000	2,403,186
Service fees- PG&E	242,929	242,428	(501)	100%	973,000	730,572
Personnel	1,550,000	1,212,371	(337,629)	78%	6,200,000	4,987,629
Outreach and communications	337,500	260,359	(77,141)	77%	1,350,000	1,089,641
Customer service	90,750	125,415	34,665	138%	363,000	237,585
General and administration	285,000	231,024	(53,976)	81%	1,140,000	908,976
Legal	102,500	56,902	(45,598)	56%	410,000	353,098
Regulatory and compliance	107,500	35,940	(71,560)	33%	430,000	394,060
Accounting	61,250	46,500	(14,750)	76%	245,000	198,500
Legislative	30,000	-	(30,000)	0%	120,000	120,000
Other consultants	56,250	92,807	36,557	165%	225,000	132,193
Industry memberships and dues	134,000	119,296	(14,704)	89%	536,000	416,704
Program implementation	1,410,000	399,640	(1,010,360)	28%	5,640,000	5,240,360
Program - CEC grant	1,000,000	254,450	(745,550)	25%	4,000,000	3,745,550
Total current expenditures	<u>52,854,197</u>	<u>54,991,379</u>	<u>2,137,182</u>	<u>104%</u>	<u>184,266,000</u>	<u>129,274,621</u>
OTHER USES						
Capital outlay	348,250	511,636	163,386	147%	1,393,000	881,364
Total Expenditures, Other Uses and Debt Service	<u>53,202,447</u>	<u>55,503,015</u>	<u>2,300,568</u>	<u>104%</u>	<u>185,659,000</u>	<u>130,155,985</u>
Net increase (decrease) in available fund balance	<u>\$ (1,034,499)</u>	<u>\$ (4,514,662)</u>	<u>\$ (3,480,163)</u>		<u>\$ -</u>	<u>\$ 4,514,662</u>

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

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

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

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



ACCOUNTANTS' COMPILATION REPORT

Management
Sonoma Clean Power Authority

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

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

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

MAHER ACCOUNTANCY

San Rafael, CA
November 1, 2021

SONOMA CLEAN POWER AUTHORITY

STATEMENT OF NET POSITION

As of September 30, 2021

ASSETS

Current assets	
Cash and cash equivalents	\$ 47,769,301
Accounts receivable, net of allowance	21,719,331
Other receivables	2,803,115
Accrued revenue	8,841,588
Prepaid expenses	1,308,500
Deposits	4,092,916
Total current assets	<u>86,534,751</u>
Noncurrent assets	
Unrestricted cash in Rate Stabilization Fund	26,000,000
Deposits	6,160,922
Land	860,520
Capital assets, net of depreciation	19,230,607
Total noncurrent assets	<u>52,252,049</u>
Total assets	<u>138,786,800</u>

LIABILITIES

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

DEFERRED INFLOWS OF RESOURCES

Rate Stabilization Fund	26,000,000
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NET POSITION

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

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

OPERATING REVENUES

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

OPERATING EXPENSES

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

NONOPERATING REVENUES (EXPENSES)

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

CHANGE IN NET POSITION

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

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

CASH FLOWS FROM OPERATING ACTIVITIES

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

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(2,771,561)</u>
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CASH FLOWS FROM INVESTING ACTIVITIES

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

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

Reconciliation to the Statement of Net Position

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

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

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

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



Staff Report - Item 04

To: Sonoma Clean Power Authority Community Advisory Committee

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

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

Date: November 18, 2021

Requested Action:

Receive Legislative and Regulatory Updates and provide feedback as appropriate.

Regulatory Update:

Joint Settlement between CCAs, PG&E, and Public Advocates Office

On October 15th, SCP and other Northern California CCAs filed a joint motion with PG&E and the Public Advocates Office at the CPUC to enter into a settlement agreement to resolve all disputed issues in PG&E's 2020 Energy Resource Recovery Account "ERRA" Application.

As background, ERRA Applications are the procedural vehicle for the majority of PG&E's cost recovery. Every year is subject to a Forecast application that sets rates for the upcoming year, and a Compliance application that reviews the utility's adherence to prudent portfolio management and accurate accounting and allocation of costs. These proceedings have historically required extensive data requests by CCAs to understand and verify the calculations made by the utility and legal and policy support for assigning costs. PG&E filed its Application on March 1, 2021. If the settlement is adopted it would conclude PG&E's 2020 filing.

The settlement agreement addresses a variety of topical areas. Most notably, these include:

1) PG&E's treatment of sanctions. PG&E agrees to a disallowance of \$247,500 associated with CAISO penalties for load meter data errors (\$202,000), late submission of Resource Adequacy and Supply Plans (~\$2,000) and missed deadlines for grid modeling data or telemetry communication for PG&E's utility owned generation (~\$43,500). In addition, PG&E agrees that any future CAISO sanctions of this nature will not be recovered from customers.

2) Cost allocation for PG&E's 100% renewable tariff. A total of \$5 million in bill credits will be returned to CCA customers and those costs will be allocated to PG&E customers who take service from their "Green Tariff Shared Renewables" rate in 2021 and beyond.

3) Diablo Canyon seismic studies costs. A total of \$4.7 million in costs previously assessed to departed customers will be returned as a credit for seismic study costs performed in 2017.

The settlement remains under review by the assigned administrative law judge. If approved the respective bill credits will reduce future charges assessed to customers.

Legislative Update:

On November 10, Governor Newsom announced that California had signed on to the COP 26 Declaration on Zero Emission Vehicles, committing to end the sales of internal combustion vehicles by 2035. Supervisor Lynda Hopkins and Congressman Jared Huffman are the two prominent local elected officials representing our territory in Glasgow at the global climate summit, and both have reported out with enthusiasm, while noting that the U.S. is falling far behind other nations in our climate actions and policies.

Staff continue to monitor the federal infrastructure bill and related energy legislation. The House has passed a bill that contains a number of the Green Act provisions, including a restoration of the geothermal production tax credit. However, because the bill still needs to go through the Senate and a budget reconciliation process, it is impossible to know exactly what will transpire. SCP will provide a summary on the outcome once it is clear.



Staff Report - Item 05

To: Sonoma Clean Power Authority Community Advisory Committee

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

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

Date: November 18, 2021

Recommendation

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

Background

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

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

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

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

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

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

Discussion

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

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

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

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

Fiscal Impact

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

Attachments

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”), dated as of December 2, 2021 (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and the Energy Council dba StopWaste, a California joint powers authority (“Consultant”). SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

4. Term of the Agreement: The initial term of this Agreement shall be from the Effective Date to December 31, 2022, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement.
5. Termination:
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, the CEO of SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party.
 - b. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the CEO of SCPA may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16, any funds remaining the Escrow Account, including accrued interest, and shall submit to SCPA a final invoice for all outstanding payments.
6. Indemnification: Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the SCPA, and to indemnify, hold harmless, and release the SCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the SCPA based upon a claim relating to Consultant's performance or obligations or omissions under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on the SCPA's part, but to the extent required by law, excluding liability due to the SCPA's conduct, specifically SCPA's sole negligence, active negligence or willful misconduct. The SCPA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.
7. Insurance: Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCPA.
 - a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.
 - b. Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general

AGREEMENT FOR PROFESSIONAL SERVICES

aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.

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

AGREEMENT FOR PROFESSIONAL SERVICES

- ii. The Certificate of Insurance must include the following reference:
Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.
 - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, P.O. Box 1030, Santa Rosa, CA 95402.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCPA immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
8. Status of Consultant: Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
9. No Suspension or Debarment: Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
10. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCPA harmless from any liability which

AGREEMENT FOR PROFESSIONAL SERVICES

it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.

11. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning the Escrow Account and all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
12. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable California Fair Political Practices Act requirements.
13. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
14. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
15. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such

AGREEMENT FOR PROFESSIONAL SERVICES

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

20. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.
21. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.
22. Choice of Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
23. Exhibits; Order of Precedence:
 - a. Exhibits. This Agreement includes the following Exhibits:
 - i. Exhibit A - Scope of Services
 - ii. Exhibit B - RESERVED
 - iii. Optional Exhibits. Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.

 Exhibit C - Non-Disclosure Agreement

 Exhibit D - Prevailing Wage Requirements
 - b. Order of Precedence. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 24(a) applies.
24. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
25. Merger: This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.
26. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

AGREEMENT FOR PROFESSIONAL SERVICES

27. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
28. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
29. Joint Powers Authority. Consultant hereby acknowledges that SCPA is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the "Joint Powers Agreement"), that SCPA is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCPA. Consultant agrees that SCPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCPA's members, any cities or counties participating in SCPA's community choice aggregation program, or any of SCPA's retail customers in connection with this Agreement.
30. Financial Management System: Consultant shall be responsible for maintaining an adequate financial management system and will immediately notify SCPA when Consultant cannot comply with the requirements in this section. Consultant's financial management system shall provide for:
 - a. Financial reporting: accurate, current, and complete disclosure of the financial results of the Agreement in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the Agreement.
 - b. Accounting records: records that adequately identify the source and application of funds for SCPA-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - c. Internal control: effective internal and accounting controls over all funds, property and other assets. Consultant shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - d. Budget control: comparison of actual expenditures or outlays with budgeted amounts for the Agreement.
 - e. Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - f. Source documentation: accounting records that are supported by source documentation.

AGREEMENT FOR PROFESSIONAL SERVICES

- g. Cash management: procedures to minimize the time elapsing between the advance of funds from SCPA and the disbursement by Consultant, whenever funds are advanced by SCPA.

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

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

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

Once per month, Consulting agrees to provide SCPA a list in Excel, "csv" format, or other reporting method approved by SCPA showing, at a minimum, all customer incentives paid, including the name, address, and any other agreed upon information, of customers receiving the incentive payments, and eligible measures expected to be installed and their quantities.

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

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

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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AGREEMENT FOR PROFESSIONAL SERVICES

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

**SONOMA CLEAN POWER
AUTHORITY**

BY: _____
Michael Koszalka
Chief Operating Officer

Date: _____

CONSULTANT

BY: _____
Candis Mary-Dauphin
Program Manager

DATE: _____

Exhibit A
Scope of Services

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

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

Consultant shall conduct outreach to potential building owners and evaluate opportunities for decarbonization and electrification. Additionally, Consultant will evaluate the need for electrical infrastructure upgrades and present SCPA offerings to building owners at no additional cost to SCPA. Finally, Consultant will provide detailed project reports for relevant projects and participate in coordination meetings, as needed. Such services shall be provided in the same manner as similar services Consultant provides for BayREN under an existing contract, such standards and requirements are hereby incorporated by reference. In the event of any inconsistency between such standards and this Agreement, this Agreement shall prevail.

Task 1 Budget: \$0

Task 1 Deliverables:

- Detailed monthly project activity reporting, including customer information, project status, installed or expected measures, and estimated incentives.

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

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

Task 2 Budget: Up to \$30,000

Task 2 Deliverables:

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

Task 3: Incentive Calculation and Payment

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

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

* Includes associated wiring and infrastructure

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

Task 3 Budget: Up to \$270,000

Exhibit B
Budget & Fee Schedule

Not Applicable - Exhibit Reserved

Exhibit C
Non-Disclosure Agreement

EXHIBIT C
NON-DISCLOSURE AGREEMENT

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

1. Representations & Warranties. Subject to the terms and conditions of this NDA, Confidential Information (as defined below), including, without limitation information regarding customers of SCPA (“SCPA Customers”), may be disclosed to Consultant by SCPA (or SCPA’s data management consultant, at SCPA’s direction) from time to time as provided by the Disclosure Provisions and solely for the purposes described in the Scope of Services (Exhibit A) of the Agreement. Such disclosure is subject to the following legal continuing representations and warranties by Consultant:
 - (a) Consultant represents and warrants that it has all necessary authority to enter into this NDA, and that it is a binding enforceable agreement according to its terms;
 - (b) Consultant represents and warrants that the authorized representative(s) executing the Agreement is (are) authorized to execute the Agreement on behalf of the Consultant; and
 - (c) Consultant confirms its understanding that the Confidential Information, including information regarding SCPA Customers, is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes set forth in Exhibit A of the Agreement (scope) and that any other use of the information is prohibited.
 - (d) Consultant represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth in Exhibit A of the Agreement.

2. Confidential Information Defined. The confidential and proprietary information disclosed to Consultant in the course of business may include, without limitation, the following, collectively the “Confidential Information”:
 - (a) Information about SCPA Customers, including, without limitation: (i) names; (ii) addresses; (iii) telephone numbers; (iv) service agreement numbers; (v) meter and other identification numbers; (vi) SCPA-designated account numbers; (vii) meter numbers; (viii) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (ix) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and other plans);

Exhibit C

Non-Disclosure Agreement

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

Exhibit C
Non-Disclosure Agreement

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

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

Exhibit C.1

Exhibit C
Non-Disclosure Agreement

Information Technology (IT) Security Policy A.4

Adopted February 7, 2019

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

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

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

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

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

[End of Exhibit C.1.]

Exhibit C
Non-Disclosure Agreement

Exhibit C.2

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

Adopted February 7, 2019

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

1) GENERAL

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

2) TRANSPARENCY AND NOTIFICATION

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

Exhibit C
Non-Disclosure Agreement

category of covered information, the reasonably specific purposes for which it will be collected, stored, used, or disclosed.

- Each category of covered information that is disclosed to third parties, and, for each such category, (i) the purposes for which it is disclosed, and (ii) the categories of third parties to which it is disclosed, and the identities of those third parties to whom data is disclosed for secondary purposes, and the secondary purposes for which the information is disclosed; the approximate period of time that covered information will be retained by the covered entity a description of the means by which customers may view, inquire about, or dispute their covered information, and the means, if any, by which customers may limit the collection, use, storage or disclosure of covered information and the consequences to customers if they exercise such limits.
- c) SCPA shall provide to customers upon request convenient and secure access to their covered information— in an easily readable format that is at a level no less detailed than that at which the covered entity discloses the data to third parties.

3) USE, DISCLOSURE, AND CUSTOMER AUTHORIZATION

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

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Non-Disclosure Agreement

under which the covered entity from which the covered information was initially derived.

- e) If SCPA finds that a third-party contractor to which it disclosed covered information is engaged in a pattern or practice of accessing, storing, using or disclosing covered information in violation of the third party's contractual obligations related to handling covered information, SCPA shall promptly cease disclosing covered information to such third party.
- f) If SCPA receives a customer complaint about a covered entity disclosing covered information to a Commission-authorized or customer-authorized third party and the third party's misuse of data or other violation of the privacy rules, SCPA shall upon customer request or at the Commission's direction, promptly cease disclosing that customer's information to such third party. SCPA shall notify the Commission of any such complaints or suspected violations.
- g) No covered entity shall use or disclose covered information for any secondary purpose without obtaining the customer's prior, express, written authorization for each type of secondary purpose. This authorization is not required when information is - (i) provided pursuant to a legal process; (ii) provided in situations of imminent threat to life or property; or (iii) authorized by the Commission pursuant to its jurisdiction and control.
- h) Separate authorization by each customer must be obtained for all disclosures of covered information except as otherwise provided for herein.
- i) SCPA shall permit customers to cancel authorization for any secondary purpose of their covered information by the same mechanism initially used to grant authorization.
- j) The consent of a residential customer shall continue without expiration, but an entity receiving information pursuant to a residential customer's authorization shall contact the customer, at least annually, to inform the customer of the authorization granted and to provide an opportunity for revocation. The consent of a non-residential customer shall continue in the same way, but an entity receiving information pursuant to a nonresidential customer's authorization shall contact the customer, to inform the customer of the authorization granted and to provide an opportunity for revocation either upon the termination of the contract, or annually if there is no contract.
- k) SCPA shall permit the use of aggregated usage data that is removed of all personally-identifiable information to be used for analysis, reporting or program management provided that the release of that data does not disclose or reveal specific customer information because of the size of the group, rate classification, or nature of the information.

[End of Exhibit C.2]

[End of Exhibit C]

Exhibit D
Prevailing Wage Requirements

- Included
- Not Included

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Staff Report - Item 06

To: Sonoma Clean Power Authority Community Advisory Committee

From: Kate Kelly, Director of Public Relations and Marketing

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

Date: November 18, 2021,

Background

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

Discussion

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

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

Recommendation

Staff requests that the Community Advisory Committee (“CAC”) recommend that the Board delegate authority to the Chief Operating Officer to execute a Professional Services Agreement (“PSA”) with Nexo Advertising, LLC to provide Sonoma Clean Power (“SCP”) with Multi-Cultural Agency services.

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

Fiscal Impact

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

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

Attachments

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”), dated as of November 9, 2021 (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and Nexo Advertising LLC (“Consultant”). SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

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

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

- a. Fees based on the Fee Schedule, as set forth in Exhibit B; and
 - b. Reimbursable expenses must be pre-approved by SCPA.
4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED Three Hundred Seventy-Five Thousand Dollars (\$375,000). This dollar amount is not a guarantee that SCPA will pay that full amount to Consultant but is merely a limit of potential SCPA expenditures under the Agreement.
5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to June 30, 2024, unless terminated pursuant to Section 6 or

AGREEMENT FOR PROFESSIONAL SERVICES

amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after June 30, 2022 is subject to approval by SCPA's Board of Directors of a budget including such funding, and that SCPA may terminate this Agreement pursuant to Section 6 below if such funding is not approved.

6. Termination:
 - a. Notwithstanding any other provision of this Agreement, at any time and without cause, the CEO of SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party.
 - b. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the CEO of SCPA may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.
7. Indemnification: Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the SCPA, and to indemnify, hold harmless, and release the SCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the SCPA based upon a claim relating to Consultant's performance or obligations or omissions under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on the SCPA's part, but to the extent required by law, excluding liability due to the SCPA's conduct, specifically SCPA's sole negligence, active negligence or willful misconduct. The SCPA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.
8. Insurance: Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCPA.
 - a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.

AGREEMENT FOR PROFESSIONAL SERVICES

- b. Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- i. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by SCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCPA.
 - ii. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
 - iii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - iv. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- c. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos.
- d. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. All Policies Requirements.

AGREEMENT FOR PROFESSIONAL SERVICES

- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.
 - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
 - iii. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.
 - iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, PO Box 1030, Santa Rosa, CA, 95402.
 - v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
 - vi. Consultant shall provide SCPA immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
 - vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
 - viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
9. Status of Consultant: Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
10. No Suspension or Debarment: Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
11. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall

AGREEMENT FOR PROFESSIONAL SERVICES

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

12. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
13. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable California Fair Political Practices Act requirements.
14. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

TO SCPA: Sonoma Clean Power Authority
Attn: Kate Kelly
PO Box 1030
Santa Rosa, CA 95402
[kkelly@sonomacleanpower.org]

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.
22. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.
23. Choice of Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
24. Exhibits; Order of Precedence:
 - a. Exhibits. This Agreement includes the following Exhibits:
 - i. Exhibit A - Scope of Services
 - ii. Exhibit B - Fee Schedule
 - iii. Optional Exhibits. Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.
 Exhibit C - Non-Disclosure Agreement
 Exhibit D - Prevailing Wage Requirements
 - b. Order of Precedence. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 24(a) applies.
25. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
26. Merger: This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.

AGREEMENT FOR PROFESSIONAL SERVICES

27. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
28. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
29. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
30. Joint Powers Authority. Consultant hereby acknowledges that SCPA is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the "Joint Powers Agreement"), that SCPA is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCPA. Consultant agrees that SCPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCPA's members, any cities or counties participating in SCPA's community choice aggregation program, or any of SCPA's retail customers in connection with this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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AGREEMENT FOR PROFESSIONAL SERVICES

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

**SONOMA CLEAN POWER
AUTHORITY**

BY: _____
Michael Koszalka
Chief Operating Officer

Date: _____

CONSULTANT

BY: _____
Hector Velazquez
Principal, Nexo Advertising, LLC

DATE: _____

APPROVED AS TO FORM

BY: _____
General Counsel

DATE: _____

Exhibit A
Scope of Services

Community engagement

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

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

Process

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

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

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

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

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

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

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

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

SCP Marketing Plan

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

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

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

Review customer engagement thru opt-out report

Exhibit B
Budget & Fee Schedule

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

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

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

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

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

Exhibit B
Budget & Fee Schedule

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

Exhibit C
Non-Disclosure Agreement

- Included
- Not Included

Exhibit D
Prevailing Wage Requirements

- Included
- Not Included